



AGENDA

REGULAR MEETINGS

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CLAYTON CITY COUNCIL and CLAYTON REDEVELOPMENT AGENCY

TUESDAY, October 6, 2009

6:00 p.m.

*Hoyer Hall, 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 ***

October 6, 2009

6:00 p.m.

1. **CALL TO ORDER CITY COUNCIL** – Mayor Pierce.
CALL TO ORDER THE RDA BOARD OF DIRECTORS – Chairman Shuey.
2. **CLOSED SESSIONS**
 - (a) *Government Code Section 54956.8*, Conference with Real Property Negotiator
Real Properties: APNs 119-050-008, 009 & 034 (1005 & 1007 Oak Street)
Instructions to City Negotiator (City Manager) concerning price, terms & conditions.
Negotiating Parties: 1. Rick Angrisani and Andrew Morse; 2. Robert Staehle.
 - (b) *Government Code Section 54956.9*, Conference with Legal Counsel
Pending Litigation: *JFC Construction, Inc. v. City of Clayton*
 - (c) *Government Code Section 54956.8*, Conference with Real Property Negotiator
Real Property: 250 Stranahan Circle, Clayton, CA (APN 119-620-037-0).
Instructions to Agency negotiator (Executive Director) concerning terms and conditions.
Negotiating Party: Kenneth Smith, Jr.

Reports out from Closed Session: 1. Mayor Pierce; and 2. Chairman Shuey.
3. **ADJOURNMENT OF THE REDEVELOPMENT AGENCY MEETING**
Chairman Shuey.

7:00 P.M.

4. **PLEDGE OF ALLEGIANCE** – led by Mayor Pierce.
5. **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) Information Only
 1. Preliminary survey results from attendees at last Concert in The Grove Park.
([View Here](#))

- (b) Approve the minutes of the regular meeting of September 15, 2009. ([View Here](#))
- (c) Approve Financial Demands and Obligations of the City. ([View Here](#))
- (d) Adopt a Resolution accepting sidewalk easement at 333 Chardonnay Circle (O'Neil). ([View Here](#))
- (e) Adopt a Resolution accepting the ARRA Street Repaving Project as complete and ordering the filing of a Notice of Completion. ([View Here](#))

6. **RECOGNITIONS AND PRESENTATIONS**

- (a) Presentation: Annual Report on Central Contra Costa Transit Authority (CCCTA). (Gregg Manning, Board Chair)

7. **REPORTS**

- (a) Planning Commission – No meeting held to report.
- (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

8. **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 as each item is considered by the City Council.

9. **PUBLIC HEARING** - None.

10. **ACTION ITEMS**

- (a) Second Reading and Adoption of amendments to *Clayton Municipal Code* Section 17.36.020 – Building Height Restrictions, to remove specified outdated building height references and to clarify the purpose of this Section.
(Community Development Director) ([View Here](#))

Staff recommendations: **1)** Receive the staff report; **2)** Receive Public Comments; **3)** Adopt a motion to have the City Clerk read Ordinance No. 424 by title and number only and waive further reading; **4)** Approve a motion to adopt Ordinance No. 424.

- (b) Consideration of a Resolution authorizing the execution of a Purchase and Sale Agreement and related documents concerning the sale of the City's Proposition 1A receivable from the State of California in the estimated amount of \$139,195.00 (aka Proposition 1A Securitization Program). ([View Here](#))
(City Manager)

Staff recommendations: Following the staff report and receipt of public comments, a motion to adopt the prepared Resolution.

- (c) Presentation and general discussion of an Economic Cost-Benefit Analysis Report on prospective improvements for installation of field lights and/or synthetic turf at the existing sports fields located at Clayton Community Park (7411 Marsh Creek Road). ([View Here](#))
(City Manager; and PMC, Consultants)

Staff recommendations: Following presentation, discussion and public comment on the prepared cost-benefit analysis, that Council provide general policy direction to staff regarding the continued research or pursuit of this potential public park improvement project.

- (d) Council Member request to discuss the concept of a “Main Street Program” to promote and hold additional special and community events in the Clayton Town Center area. ([View Here](#))
(Council Member Geller)

Staff recommendations: Following City Council discussion and public comment, that Council provide policy directions to staff regarding this idea.

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

12. ADJOURNMENT– the next regularly scheduled City Council meeting is October 20, 2009.

#

Concerts in The Grove 2009
Survey of Attendees - Results tabulated as of 9-23-09

Agenda Date: 10-6-09

Agenda Item: 5a
~~No~~

#	Question	Yes	No
1	How many of the 10 <i>Concerts in The Grove</i> did you attend this year?		
	One	20	
	Two	15	
	Three	11	
	Four	20	
	Five	15	
	Six	15	
	Seven	12	
	Eight	14	
	Nine	17	
	Ten	13	
2	Did you like the day of the week (Saturdays) the concerts were held?	146	
3	Would you prefer the concerts held on another evening?	8	131
3a	If Yes, which day?		
	Sunday	2	
	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday	5	
4	Would you like the concerts offered on alternating weeknights and weekends? Example: A Wednesday night and then a Saturday evening.	9	132
5	Did you like the time of the concerts this year @ 6:00-8:00pm?	103	40
5a	If No, what time would you prefer? 6pm to 8:30pm	31	
	6:30-8:30 = 2 6:30pm to 8pm	1	
	5:30pm to 7:30pm	4	
	6-9 = 1 Other: 7-9 or later	6	
6	Were you pleased with the variety of music at the concerts?	120	6
6a	If no, what type of music would you enjoy that we overlooked? See notes attached		

Concerts in The Grove 2009
Survey of Attendees - Results tabulated as of 9-23-09

#	Question				Yes	No
7	What groups did you particularly enjoy this year?					
	May 18 - <i>Lava</i> - Latin Salsa w/ sounds by Santana, Malo & other Latin greats				56	15
	May 30 - <i>Houserockers</i> - Rock & Soul - 10 piece band - all-time hits				58	4
	June 13 - <i>Mamaluke</i> - Classic Rock - Rolling Stones to Tom Petty & ZZ Tops				74	5
	June 27 - <i>Sun Kings</i> - Musical Tribute to the Beatles				70	5
	July 11 - <i>Mixed Nuts</i> - Oldies & Goodies from 50s to today				75	8
	July 25 - <i>Becca</i> - Country				50	10
	Aug 8 - <i>In Disguise</i> - Classical Jazz from 40s to R&B and Pop hits of 80s				55	5
	Aug 22 - <i>Diamond Dave</i> - Pop classics Neil Diamond to Frank Sinatra				83	5
	Aug 29 - <i>Replica</i> - 80s rock Tribute band: Journey, Boston, Heart				77	8
	Sept 19 - <i>Harvey & the Wallbangers</i> - Rock, R&B, Country, Oldies				113	3
8	Would you attend a concert on July 4 th ?				110	29
8a	If yes, preferred time? Afternoon				19	
	Evening				79	
9	How frequently would you like to have concerts next year?					
	Twice a month				69	
	Every Week				73	
	Once a month				0	
	Other				0	
10	What time in the year should these concerts begin?					
	Early May	33	Mid May	38		
	End of May	35	Early June	22		
	Mid June	13				
11	When should the concert season end?					
	Mid August	0	Late August	0		
	Early September	7	Mid September	27		
	Late September	113				
12	Did you purchase food/beverages from any downtown restaurant or community eatery before, during or after the concert?				114	32
12a	If Yes, when did you purchase? Before				75	
	During				48	
	After				16	

Concerts in The Grove 2009
Survey of Attendees - Results tabulated as of 9-23-09

12b	If Yes, at how many concerts did you buy local food or beverages? Please circle:			
	One Concert	12	Six Concerts	3
	Two Concerts	18	Seven Concerts	3
	Three Concerts	7	Eight Concerts	5
	Four Concerts	16	Nine Concerts	2
	Five Concerts	12	All Ten Concerts	0
13	Which restaurant(s) or eateries did you frequent? Please circle how often?			
	Canesa's Deli	9	Moresi's Chophouse	36
	Cup o' Jo	8	Skipolini's Pizza	81
	Ed's Mudville Grill	76	Village Market	119
	Johnny's Int'l Bistro Café	56	Clayton Station stores	39
	La Veranda	23	Other; Clayton Club	2

14	If you did not frequent local restaurants or eateries, was it because of (circle all applicable):		Yes	No
	Time constraints		11	
	Monetary costs		16	
	Food choice		4	
	Brought food/drink from home		28	
	Other			
15	Would you like to buy food/beverages at booths in The Grove at concerts?	?	46	43
16	Would you like to buy beer/wine at booths in The Grove during concerts?		35	57
17	Should there be a time limit for chairs/blankets to be set out ("reserved")?		41	51
18	Was the music volume during the concerts generally...			
	Too loud		9	
	Too soft		8	
	About right		77	
19	Is there anything you would like to see changed about the <i>Concerts in The Grove</i> series?		See notes	
20	The <i>Concerts in The Grove</i> series was financially provided by the Clayton Redevelopment Agency (City), the Clayton Business and Community Association (CBCA) and Allied Waste Services. In order to keep the concert series next year, are you willing to voluntarily make a nominal donation at each concert you attend?		86	4
21	Did you donate this year?		85	7
22	The concerts are only possible with the help of volunteers. Would you be willing to volunteer to help set up or clean up at the concerts?	?	29	42
23	Please share your comments with us below or at www.ci.clayton.ca.us ; click on the "contact us" tab. Thank you!			

2009 Concerts In The Grove Survey Comments

Preliminary comments tabulated as of 10-2-09

Tabulated by Julie Pierce

6. Were you pleased with the variety of music at the concerts?

6A. If no, what type of music would you prefer?

1. Better Country
2. Yes, but would like more classical, swing; more country
3. C&W
4. Real Country - Becca not really Country; more than one Country band
5. *East Bay Mud* or *Sage* would be great
6. More 50s and 60s music
7. *Gator Beat* (Cajun) & Motown; *Dave Russell* (country) *California Cowboys*; *Best Intentions* played at Concord this summer and were great!
8. Less R&B - more classic rock & jazz
9. Rock & Roll and Blues - *Tamson Donner Blues Band* and *Lightning Hand Band* would be good
10. More Country Western - Clayton style
11. More Country & Rock - less R&B
12. More Country Western
13. More Country Western
14. Bring back *VINTAGE* - They are awesome!
15. Bring back *Vintage*
16. Bring back *Vintage*
17. Bring back *Vintage*
18. Yes - even *Diamond Dave* was preferred by all ages!
19. Would like folk music, celtic music, group like *Golden Bough*
20. More Country!!
21. I know Jack Pollard personally and would like to see him here more than once a year. The crowd loves them!!!!
22. More top 40!
23. Get an 80s night music band
24. *Jimmy Buffett* music
25. *Jim Taylor*, *Elvis*, Tahitian Hula, *Jim Buffett*
26. Please get "washboard music" group - Bay Area
27. Some sound engineers not so good!
28. *Diamond Dave* - Like him but not music variety
29. More Country!
30. Yes, but more Rock n Roll
31. Just moved to Clayton - attended last two concerts - would have enjoyed all of the concerts!
32. More Rock n Roll & Blues, IE: *Tamson Donner Blues Band* & *Lightning Hand Band*
33. Especially liked *Diamond Dave*
34. Mamaluke - the best!
35. I want *East Bay Mudd!*
36. Yes, But maybe one country group

37. *The Great Temptations* (at Todos Santos) - more jazz - *The Great Impression*

8. Would you attend a concert on July 4th?

1. Yes - similar to Moraga Commons

9. How frequently would you like to have concerts next year?

1. 2 or more times/week if affordable

12. Did you purchase food/beverages from any downtown restaurant or community eatery before, during or after the concert?

1. Every time - we want to support the businesses

14. If you did not frequent local restaurants or eateries, why not?

1. Too hot to eat outside

15. Would you like to be able to buy food/beverages at booths in The Grove at concerts?

16. Would you like to be able to buy beer/wine at booths in The Grove at concerts?

1. Only if it makes money for the City; If it changes the way it is - NO
2. I like that you can bring beer/wine from home as everything is so expensive
3. Yes, Moraga has a booth for Dreyer's Ice Cream for the concerts
4. No, my son has food allergies so can only certain restaurants can purchase from

17. Should there be a time limit for chairs/blankets to be set out (reserved)?

1. Yes, It destroys the grass
2. Pathetic that seats are out on Saturday morning
3. To make it fair for everyone, maybe no earlier than 3 or 4pm
4. Yes, but monitoring may be a problem

18. Was the music volume too loud, too soft, about right?

1. Sound varied depending on where I sat
2. Some too loud; some equipment didn't work properly
3. Music volume OK, but could not hear speech in back

19. Is there anything about the concerts that you would like to see changed?

1. I think everyone did a fantastic job
2. No reserved places until at least 4pm; also put in a drop-in dance floor on the lawn
3. Keep music family clean!
4. Shuttle to Diamond Terrace
5. No changes - just more often
6. Raise speakers higher
7. Reserving spots - oppose
8. No more high-back chairs
9. Tall chairs in back

10. Everyone donate \$
11. Add porta-potties
12. The "Promoter"
13. Great community "stay-cation"
14. Why is gazebo so small? Enlarge it so band is elevated
15. Vocal-Ease and the Boogie Men - vocal-ease.com - give them a call - specializing in music of the 40s, 50s & 60s (Betsy, Julie & Carol - vocals)
16. We love the concerts. Thank you for taking the time to arrange them. Seating should be "first-come" at time of concert - no reserved seating would be nice or for just a short period
17. From 3 commenters: We love Vintage music - we consist of about 15 Clayton/Concord residents and there will be more next year - family growing
18. Thanks for the great concerts!! Keep it free & fun! NO Dogs!
19. No reserving public tables!
20. Roy H says: Great concerts! Great work! (Thanks Howard/Julie) Puts Clayton on the map as a real cool beautiful place; great publicity for our beautiful city.
21. No changes - they've been great
22. More shade - cooler temps
23. Everything is perfect - Thank You!
24. Just wonderful as they are
25. Park chairs
26. Most people dance more after dark
27. Better Sound System
28. More music and more weekends
29. Not a thing - all is a lot of fun
30. Need larger sound system to handle more powerful bands
31. Doing a great job guys!
32. No changes - keep them coming. Thaks for letting us bring our own food & wine
33. Low chairs only in main lawn area
34. No changes, but keep on Saturday - Friday is 2nd choice
35. Wonderful community event
36. Local business "plugs"
37. Better bands - Journey tribute band @ Art & Wine was awesome [Ed note: this person voted no for *Replica*]
38. More local talent
39. During the break - quiet or softer music - give our ears a break [Ed note: said music was too loud]
40. Great time and opportunity to meet new Claytonians :)
41. Turn down music during break
42. Kids should not be allowed to throw balls or frisbees near seats
43. Add more kids stuff - painting table for drawing - water play should be blocked off so kids can play - no chairs allowed
44. Ashtrays for smokers on outside of park
45. No seats put out before 3-4pm
46. More Concerts!
47. Time 7-9pm

48. Bring back *Vintage*! [Ed note: there were 4 more just like this]
49. No Dogs, Skateboards & Bikes
50. It was perfect!!!
51. Thank you!!
52. No Bikes, No Dogs or Skateboards - Need Smoking areas
53. Loved Them! :)
54. No chairs before noon
55. More Country
56. Concerned about people drinking and people driving home with small children after excessive drinking
57. "MY time constraints"
58. No reserving tables
59. Limit food booths to one or two
60. No changes - it's great already
61. Love the atmosphere and family entertainment
62. It's all good - great job!
63. Bring in porta potties
64. No early reservation seating so early in the day
65. You're doing a great job
66. Every other week works well. It gives you a chance to do other things on the "off" week. *Please request no scooters, skateboards or bikes on concert nights.

20. In order to keep the concert series next year, are you willing to voluntarily make a nominal donation at each concert you attend?

1. Yes, \$5.00 per concert
2. Yes, can we arrange to pay yearly by check to City Hall?

23. Please share your comments with us below or at www.ci.clayton.ca.us; click on the "contact us" tab. Thank you!

1. From Brentwood - used to live here - came to four concerts
2. Maybe a stand that sells ice cream something like at Moraga Commons
3. "No" Dogs, Bikes, Scooters, etc - per Mayor's column in Pioneer paper
4. Thank you for all you have done

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

Agenda Date: 10-6-09

Agenda Item: 5b

TUESDAY, SEPTEMBER 15, 2009

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Pierce in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Pierce, Vice Mayor Stratford, Councilmembers Geller and Medrano. Councilmember absent: Shuey. Staff present: City Manager Gary Napper, City Attorney Dan Adams, Finance Manager Pelletier, Assistant to City Manager Hoffmeister, Assistant Planner Sikela, Police Chief Lawrence and Deputy City Clerk Cupit.

2. **CLOSED SESSION** - None.

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

4. **CONSENT CALENDAR**

Mayor Pierce pulled Items 4(c) and 4(d):

- (c) Adopt a Resolution approving the City Master Fee Schedule for certain City services and use of City facilities and parks in FY 2009-10.

Mayor Pierce noted some minor typographical corrections to the Resolution and Fee Schedule (re: home "occupation" permit).

- (d) Adopt a Resolution accepting a letter of confirmation from franchisee and approving the transfer of the City's Solid Waste and Recyclable Materials Management Services Franchise Agreement from Allied Waste Industries, Inc. to Republic Services, Inc.

Mayor Pierce invited Tim Argenti, from Republic Services to speak. Mr. Argenti stated the merger of Allied Waste and Republic Services went well; noted upcoming changes for recycling, including the conversion of methane gases and food waste into electricity; introduction of a new efficient curbside collection vehicle; program for electrical vehicles; and thanked the City for being a good partner. Mayor Pierce stated the relationship with Republic is great and it's an honor to do business with them.

- (a) Approve the minutes of the regular meeting of September 1, 2009.
(b) Approve Financial Demands and Obligations of the City.
(e) Approve City co-sponsorship and flat fee donation of \$168 from the Clayton Woman's Club for use of Hoyer Hall (Library Community Meeting Room) for their Annual Craft Sale on November 21 & 22, 2009.
(f) Adopt a Resolution declaring The Grove Park is functionally complete and has been available to and in use by the public since January 12, 2008 for purpose of receiving the City's per capita grant monies (\$220,000) under the 2002 State Resources Bond Act (CA Project No. 02-07-019).

It was moved by Councilmember Geller, seconded by Vice Mayor Stratford to approve the Consent Calendar as amended (Passed; 4-0 vote).

5. **RECOGNITIONS AND PRESENTATIONS**

- (a) Proclamation declaring September 17-23, 2009 as "U.S. Constitution Week."

- (b) Proclamation declaring September 21-27, 2009 as "Fall Prevention Awareness Week."

Ms. Hopkins accepted the proclamation; handed out information folders and buttons; gave a brief summary of the work being done by the CCC Fire Protection Services regarding the issue. Mayor Pierce directed staff to put the link on our website.

- (c) Proclamation declaring October 2009 as "Domestic Violence Awareness Month."

6. REPORTS

- (a) Planning Commission:

- Vice-Chairperson Sandy Johnson gave a brief overview of upcoming long range items the Planning Commission will be addressing in upcoming months.

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

- (c) City Manager/Staff:

- City Manager Napper stated Comcast Cable announced they will be raising their rates in October 2009, and if anyone has a complaint to lodge regarding the increase they should contact their U.S. Congressman or U.S. Senator, not the City, as the federal government deregulated cable rate control long ago and took that authority away from cities. He also introduced Eric Maldonado from the Clayton/Concord YMCA Advisory Board to speak. Mr. Maldonado thanked the City for working with the YMCA representative; stated a new website will be coming soon along with a new consolidated name (perhaps "Clayton Valley" YMCA); and invited Councilmembers to the Strong Kids kick-off event on September 29, 2009 at 6 P.M.

- (d) City Council:

- Vice Mayor Stratford invited residents to join the upcoming CERT training class starting September 30, 2009; stated he attended the Mayors' Conference and noted the resultant value of the relationships created there, as shown in the recent LAFCO decision supporting Clayton's Sphere of Influence position.

- Councilmember Geller met with Republic regarding recycling for the Oktoberfest, and noted the scouts will be doing a better job this year; had a phone conversation with Joe Campbell, CCWD Board President, regarding CCWD upcoming staff bonuses, and related only 11 out of 325 people will receive those bonuses; stated the last Concert in The Grove will be this Saturday; and commended Mayor Pierce for maintaining those valuable board relationships through the Mayors' Conferences.

- Mayor Pierce explained the purpose of LAFCO and reported on the outcome of the October 9th meeting regarding the City's Sphere of Influence lines; agreed the Mayors' Conference relationships are valuable and noted Willie Brown was the speaker at the last conference; related the City Budget Sub-committee met and the outcome would be discussed further in the agenda; attended two transportation meetings regarding Measure J and the strategy plans for dealing with the probable reduced funds; and lastly noted with sadness that long-time friend and colleague that Mike Shimansky, Danville Councilmember, passed away today.

- (e) Other - None.

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

8. PUBLIC HEARING

- (a) Introduction and First Reading of Ordinance No. 424 proposing amendments to *Clayton Municipal Code* Section 17.36.020 – Building Height Restrictions, to remove specified outdated building height references and to clarify the purpose of this Section.

Assistant Planner Sikela gave the staff report.

Mayor Pierce opened the public hearing, requested public comment on the Ordinance – No comments provided, public hearing was closed.

It was moved by Vice Mayor Stratford, seconded by Councilmember Medrano to have the Deputy City Clerk read Ordinance No. 424 by title and number only (Passed; 4-0 vote).

Deputy City Clerk Cupit read Ordinance No. 424 by title and number only.

It was moved by Vice Mayor Stratford, seconded by Councilmember Medrano to approve Ordinance No. 424 for Introduction and First Reading (Passed; 4-0 vote).

9. ACTION ITEMS

- (a) Second Reading and Adoption of amendments to Chapter 10.36 – Stopping, Standing and Parking in Title 10 – Vehicles and Traffic of the *Clayton Municipal Code* by adding and deleting certain parking sections to enhance local parking enforcement within the city (Ordinance No. 423).

Police Chief Lawrence gave the staff report.

Mayor Pierce requested public comment on the Ordinance – No comments provided.

It was moved by Vice Mayor Stratford, seconded by Councilmember Medrano to have the Deputy City Clerk read Ordinance No. 423 by title and number only (Passed; 4-0 vote).

Deputy City Clerk Cupit read Ordinance No. 423 by title and number only.

It was moved by Councilmember Medrano, seconded by Vice Mayor Stratford to adopt Ordinance No. 423 (Passed; 4-0 vote).

- (b) Adopt a Resolution setting penalties for violation of specified *Municipal Code* local parking regulations contained in Ordinance No. 423.

Police Chief Lawrence gave the staff report. Vice Mayor Stratford asked if there are any other violation penalties of the state the City could enact locally in order to set a local penalty? Police Chief Lawrence replied that moving vehicle violations cannot be switched, only parking violations can.

Mayor Pierce requested public comment on the Resolution – No comments provided.

It was moved by Vice Mayor Stratford, seconded by Councilmember Medrano to adopt the Resolution (Passed; 4-0 vote).

- (c) Consider financial options to address the mandated Prop 1A State Budget "loan" of \$139,195 in local property taxes for Fiscal Year 2009-2010.

City Manager Napper gave the staff report; and noted the State Legislature adjourned without passing the Prop 1A Securitization Program. The Assembly approved the necessary bill to enable this Securitization Program but the Senate did not, and the Senate leadership has been requested to reconvene the Senate in order to pass the necessary bill (and others). Mayor Pierce asked if there is an urgency for payment. City Manager Napper responded the City's share of \$139,195 will automatically be shifted by the County Auditor but in order for the City to remain whole in budgeted General Fund revenue. This fiscal year, the Securitization Program would need to issue bonds by November 2009 so that participating agencies could be paid their share from bond proceeds when the first installment of local property tax revenues are distributed. Mayor Pierce agreed with City Manager the City should still attempt to participate in the

Securitization Program if it does pass, and if the bill does not pass to make payment to the State from the City's General Fund reserves.

It was moved by Councilmember Geller, seconded by Vice Mayor Stratford to adopt a motion instructing staff to pursue the City's participation in the Prop 1A Securitization Program by California Communities, JPA (Option B), with authorization to pay the requested funds from the City's General Fund reserves if Prop 1 A Securitization Program does not occur (Passed; 4-0 vote).

10. COUNCIL ITEMS

- Councilmember Geller requested the idea of a Main Street Steering Committee be put on the next City Council agenda for consideration. The purpose would be to create a "buzz" of customers and patrons into the downtown area businesses by more special events.

11. ADJOURNMENT– On call by Mayor Pierce the meeting adjourned at 8:09 p.m. in memory of Mike Shimansky (20-year Councilmember for the Town of Danville), to the next regularly scheduled City Council meeting of October 6, 2009.

Respectfully submitted,

Lynn Cupit, Deputy City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Julie K. Pierce, Mayor



Agenda Date: 10/06/09

Agenda Item: 5c

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MERRY PELLETIER, FINANCE MANAGER

DATE: OCTOBER 6, 2009

SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION Approve the following obligations.

<u>RUN DATE</u>	<u>OBLIGATION NUMBERS</u>	<u>TOTALS</u>
10/02/09	16343 – 16401	\$186,545.87

Invoice Distribution Report

- o Amounts spent by "Line Item"
- o A grand total is shown on the last page

Attachments:

Invoice Distribution Report 10/02/09 (19 pages)

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-5301-00.0.0-000 - Planning Services			
16387 C&D Refund 9/09	2576 Lynndi & Andre Ernst		
Invoice number.: C&D 9/09	2 C&D Staff Time 9/09	Inv	-159.57
16388 C&D Refund 9/09	403 Julie Pierce		
Invoice number.: C&D 9/09	2 C&D Staff Time 9/09	Inv	-106.38
A101-5301-00.0.0-000 - Planning Services	*** Account total ***		-265.95
A101-5791-00.0.0-000 - Overhead cost recovery			
16375 Refund SWP 08-09 Dep 9/09	2577 Azmarai & Maria Zia Kadir		
Invoice number.: SWP 08-09	2 OH Rec SWP 08-09 9/09	Inv	-56.02
16390 Refund SWP 02-09 Dep 9/09	2581 Richard Gierak		
Invoice number.: SWP 02-09	2 OH Rec SWP 02-09 9/09	Inv	-56.02
A101-5791-00.0.0-000 - Overhead cost recovery	*** Account total ***		-112.04
A101-7218-02.0.0-000 - Life and LTD Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority		
Invoice number.: 10/09	1 Adm LTD 10/09	Inv	389.09
A101-7218-02.0.0-000 - Life and LTD Insurance	*** Account total ***		389.09
A101-7218-03.0.0-000 - Life and LTD Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority		
Invoice number.: 10/09	2 PW LTD 10/09	Inv	226.41
A101-7218-03.0.0-000 - Life and LTD Insurance	*** Account total ***		226.41
A101-7218-04.0.0-000 - Life and LTD Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority		
Invoice number.: 10/09	3 Planning LTD 10/09	Inv	115.21
A101-7218-04.0.0-000 - Life and LTD Insurance	*** Account total ***		115.21
A101-7218-06.0.0-000 - Life and LTD Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority		
Invoice number.: 10/09	4 PD LTD 10/09	Inv	591.11
A101-7218-06.0.0-000 - Life and LTD Insurance	*** Account total ***		591.11

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7220-02.0.0-000 - PERS Retirement			
16349 Retirement PPE 9/20/09	201 CalPERS		
Invoice number.: PPE 9/20/09	2 Admin 9/20/09	Inv	3,968.70
A101-7220-02.0.0-000 - PERS Retirement	*** Account total ***		3,968.70
A101-7220-03.0.0-000 - PERS Retirement			
16349 Retirement PPE 9/20/09	201 CalPERS		
Invoice number.: PPE 9/20/09	3 PW 9/20/09	Inv	2,316.72
A101-7220-03.0.0-000 - PERS Retirement	*** Account total ***		2,316.72
A101-7220-04.0.0-000 - PERS Retirement			
16349 Retirement PPE 9/20/09	201 CalPERS		
Invoice number.: PPE 9/20/09	4 Planning 9/20/09	Inv	1,176.88
A101-7220-04.0.0-000 - PERS Retirement	*** Account total ***		1,176.88
A101-7220-06.0.0-000 - PERS Retirement			
16349 Retirement PPE 9/20/09	201 CalPERS		
Invoice number.: PPE 9/20/09	5 Police 9/20/09	Inv	12,291.35
A101-7220-06.0.0-000 - PERS Retirement	*** Account total ***		12,291.35
A101-7246-01.0.0-000 - Benefit Insurance			
16400 Dental Premium 10/09	540 Health Care Dental Trust		
Invoice number.: 95978	6 CC Geller 10/09	Inv	45.95
A101-7246-01.0.0-000 - Benefit Insurance	*** Account total ***		45.95
A101-7246-02.0.0-000 - Benefit Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority		
Invoice number.: 10/09	6 Adm Life, ADD 10/09	Inv	67.50
16399 Health Insurance 10/09	1316 CalPERS Health		
Invoice number.: 381	1 Admin 10/09	Inv	6,173.84
Invoice number.: 381	6 Adm Fees Health 10/09	Inv	115.65
16400 Dental Premium 10/09	540 Health Care Dental Trust		
Invoice number.: 95978	1 Admin Dental 10/09	Inv	521.02
A101-7246-02.0.0-000 - Benefit Insurance	*** Account total ***		6,878.01

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7246-03.0.0-000 - Benefit Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority 7 PW Life, ADD 10/09	Inv	56.25
Invoice number.: 10/09			
16399 Health Insurance 10/09	1316 CalPERS Health 2 PW 10/09	Inv	4,916.80
Invoice number.: 381			
16400 Dental Premium 10/09	540 Health Care Dental Trust 2 PW Dental 10/09	Inv	556.95
Invoice number.: 95978			
A101-7246-03.0.0-000 - Benefit Insurance	*** Account total ***		5,530.00
A101-7246-04.0.0-000 - Benefit Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority 8 Planning Life, ADD 10/09	Inv	22.50
Invoice number.: 10/09			
16399 Health Insurance 10/09	1316 CalPERS Health 3 Planning 10/09	Inv	2,338.18
Invoice number.: 381			
16400 Dental Premium 10/09	540 Health Care Dental Trust 3 Planning Dental 10/09	Inv	214.56
Invoice number.: 95978			
A101-7246-04.0.0-000 - Benefit Insurance	*** Account total ***		2,575.24
A101-7246-06.0.0-000 - Benefit Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority 9 PD Life, ADD 10/09	Inv	123.75
Invoice number.: 10/09			
16399 Health Insurance 10/09	1316 CalPERS Health 4 Police Dept 10/09	Inv	9,289.24
Invoice number.: 381			
	5 ER Share -retired PD 10/09	Inv	222.20
Invoice number.: 381			
16400 Dental Premium 10/09	540 Health Care Dental Trust 4 Police Dept Dental 10/09	Inv	736.22
Invoice number.: 95978			
A101-7246-06.0.0-000 - Benefit Insurance	*** Account total ***		10,371.41
A101-7314-05.0.0-000 - Postage			
16345 Adm Postage Added 9/18/09	2100 Neopost (add postage) 1 Adm Postage Added 9/18/09	Paid	300.00
Invoice number.: 9/18/09			

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7314-05.0.0-000 - Postage	*** Account total ***		300.00
A101-7324-06.0.0-000 - Dues and Subscriptions			
16386 PD Membership 2010	1508 CAPE Acct		
Invoice number.: PD 2010	1 PD Membership 2010	Inv	45.00
A101-7324-06.0.0-000 - Dues and Subscriptions	*** Account total ***		45.00
A101-7331-05.0.0-000 - Rentals/Leases			
16401 Adm Copier Lease 10/09	2370 Konica Minolta Bus Solutions		
Invoice number.: 011188394	1 Adm Copier Lease 10/09	Inv	628.98
A101-7331-05.0.0-000 - Rentals/Leases	*** Account total ***		628.98
A101-7332-02.0.0-000 - Telecommunications			
16350 Local Phone Svc 8/09B	1243 AT&T/ CalNet 2		
Invoice number.: 8/09B	2 CH Local Phone 8/09B	Inv	218.77
16351 Long Distance 8/09	1779 Access One		
Invoice number.: 955452	1 City Hall Svc 8/09	Inv	1.88
16354 Admin ISDN Line 10/09	1573 Verizon Business		
Invoice number.: 08809599	1 Admin ISDN Line 10/09	Inv	213.17
16357 CH Outside Phone Booth 10/09	2205 Pacific Telemanagement Svc		
Invoice number.: 145640	1 CH Outside Phone Booth 10/09	Inv	53.00
16364 PW & Adm Cell Phones 8/09	2110 Sprint Comm (PW & ADM)		
Invoice number.: 088 8/09	2 Adm Cell Phones 8/09	Inv	102.87
16392 Local Phone Svc 9/09A	1243 AT&T/ CalNet 2		
Invoice number.: 9/22/09	2 CH Local Phone 9/09A	Inv	171.18
A101-7332-02.0.0-000 - Telecommunications	*** Account total ***		760.87
A101-7332-03.0.0-000 - Telephone			
16351 Long Distance 8/09	1779 Access One		
Invoice number.: 955452	2 PW Svc 8/09	Inv	6.54
16364 PW & Adm Cell Phones 8/09	2110 Sprint Comm (PW & ADM)		
Invoice number.: 088 8/09	1 PW Cell Phones 8/09	Inv	181.66

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7332-03.0.0-000 - Telephone	*** Continued ***		
16392 Local Phone Svc 9/09A	1243 AT&T/ CalNet 2		
Invoice number.: 9/22/09	1 PW-Local Phone 9/09A	Inv	32.05
A101-7332-03.0.0-000 - Telephone	*** Account total ***		220.25
A101-7332-04.0.0-000 - Telephone			
16351 Long Distance 8/09	1779 Access One		
Invoice number.: 955452	3 Planning Svc 8/09	Inv	11.06
16392 Local Phone Svc 9/09A	1243 AT&T/ CalNet 2		
Invoice number.: 9/22/09	3 PIng Local Phone 9/09A	Inv	42.12
A101-7332-04.0.0-000 - Telephone	*** Account total ***		53.18
A101-7332-06.0.0-000 - Telephone			
16350 Local Phone Svc 8/09B	1243 AT&T/ CalNet 2		
Invoice number.: 8/09B	7 PD Local Phone 8/09B	Inv	91.09
16351 Long Distance 8/09	1779 Access One		
Invoice number.: 955452	5 Police Dept Svc 8/09	Inv	21.89
16392 Local Phone Svc 9/09A	1243 AT&T/ CalNet 2		
Invoice number.: 9/22/09	7 PD Local Phone 9/09A	Inv	452.70
A101-7332-06.0.0-000 - Telephone	*** Account total ***		565.68
A101-7332-07.0.0-000 - Telephone			
16350 Local Phone Svc 8/09B	1243 AT&T/ CalNet 2		
Invoice number.: 8/09B	4 Library Local Phone 8/09B	Inv	154.68
16351 Long Distance 8/09	1779 Access One		
Invoice number.: 955452	4 Library Svc 8/09	Inv	.95
A101-7332-07.0.0-000 - Telephone	*** Account total ***		155.63
A101-7332-08.0.0-000 - Telephone			
16392 Local Phone Svc 9/09A	1243 AT&T/ CalNet 2		
Invoice number.: 9/22/09	5 Eng Local Phone 9/09A	Inv	83.20

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7332-08.0.0-000 - Telephone	*** Continued ***		
16396 Eng Phone Svc 11/08-1/09	1243 AT&T/ CalNet 2		
Invoice number.: 11/08-1/09	1 Eng Phone Svc 11/08-1/09	Inv	816.71
A101-7332-08.0.0-000 - Telephone	*** Account total ***		899.91
A101-7335-03.0.0-000 - Gas & Electricity			
16352 Service 9/09 (Master)	113 PG&E		
Invoice number.: 9/16/09	1 City Hall 9/09	Inv	317.96
Invoice number.: 9/16/09	3 Lydia Pump Station 9/09	Inv	96.16
Invoice number.: 9/16/09	12 Westwood Pk Well 9/09	Inv	164.21
16393 Service 9/09 (Small Master)	113 PG&E		
Invoice number.: 9/22/09	1 City Hall Svc 9/09	Inv	2,823.55
16394 Service 9/09 (Individual Inv)	113 PG&E		
Invoice number.: 9/22/09	1 PW Bldg Svc 9/09	Inv	20.18
Invoice number.: 9/22/09	5 Oak Street Svc 9/09	Inv	44.32
A101-7335-03.0.0-000 - Gas & Electricity	*** Account total ***		3,466.38
A101-7335-07.0.0-000 - Gas & Electricity			
16352 Service 9/09 (Master)	113 PG&E		
Invoice number.: 9/16/09	4 Library 9/09	Inv	4,762.24
A101-7335-07.0.0-000 - Gas & Electricity	*** Account total ***		4,762.24
A101-7335-09.0.0-000 - Gas & Electricity			
16352 Service 9/09 (Master)	113 PG&E		
Invoice number.: 9/16/09	2 Community Restroom 9/09	Inv	249.19
A101-7335-09.0.0-000 - Gas & Electricity	*** Account total ***		249.19
A101-7338-03.0.0-000 - Water Services			
16395 City Water Usage 7-8/09	67 Contra Costa Water Dist.		
Invoice number.: C Srs 7-8/09B	1 City Hall 7-8/09	Inv	170.09
Invoice number.: C Srs 7-8/09B	2 PW Bldg 7-8/09	Inv	573.19

City of Clayton
 Invoice Distribution Report

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7338-03.0.0-000 - Water Services			
Invoice number.: C Srs 7-8/09B	7 El Molino Park 7-8/09	Inv	770.09
Invoice number.: C Srs 7-8/09B	8 Stranahan Park 7-8/09	Inv	95.92
Invoice number.: C Srs 7-8/09B	9 Oak St Svc 7-8/09	Inv	97.66
A101-7338-03.0.0-000 - Water Services	*** Account total ***		1,706.95
A101-7338-07.0.0-000 - Water Services			
16395 City Water Usage 7-8/09	67 Contra Costa Water Dist. 3 Library 7-8/09	Inv	255.89
Invoice number.: C Srs 7-8/09B			
A101-7338-07.0.0-000 - Water Services	*** Account total ***		255.89
A101-7338-09.0.0-000 - Water Services			
16395 City Water Usage 7-8/09	67 Contra Costa Water Dist. 5 Community Park 7-8/09	Inv	20,649.48
Invoice number.: C Srs 7-8/09B			
A101-7338-09.0.0-000 - Water Services	*** Account total ***		20,649.48
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance			
16355 Monthly Svc 8/09	170 Western Exterminator 1 City Hall Ext Svc 8/09	Inv	90.50
Invoice number.: 447300			
16356 City Hall Elevator Reg. Svc. 9	1187 Paramount Elevator Corp. 1 CH Elevator Svc 9/09	Inv	110.00
Invoice number.: 127331			
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		200.50
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance			
16355 Monthly Svc 8/09	170 Western Exterminator 2 Library Ext Svc 8/09	Inv	93.50
Invoice number.: 447300			
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		93.50
A101-7343-06.0.0-000 - Vehicle Maintenance			
16365 PD Vehicle Maintenance 8/09	42 City of Concord 1 PD Vehicle Mtn 8/09	Inv	1,615.93
Invoice number.: 16915			
A101-7343-06.0.0-000 - Vehicle Maintenance	*** Account total ***		1,615.93

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7346-03.0.0-000 - HVAC Mtn & Repairs 16358 Library, City Hall EMS 9/09 Invoice number.: 514360-363	1265 ACCO Engineered Systems 2 City Hall EMS 9/09	Inv	450.00
A101-7346-03.0.0-000 - HVAC Mtn & Repairs	*** Account total ***		450.00
A101-7346-07.0.0-000 - HVAC Mtn & Repairs 16358 Library, City Hall EMS 9/09 Invoice number.: 514360-363	1265 ACCO Engineered Systems 1 Library EMS 9/09	Inv	724.00
16372 Library HVAC Repair 8/09 Invoice number.: 1372215	1265 ACCO Engineered Systems 1 Library HVAC Repair 8/09	Inv	255.00
16373 Library HVAC Repair 8/09 Invoice number.: 1371514	1265 ACCO Engineered Systems 1 Library HVAC Repair 8/09	Inv	48.68
A101-7346-07.0.0-000 - HVAC Mtn & Repairs	*** Account total ***		1,027.68
A101-7372-01.0.0-000 - Conferences 16348 Mayors Conference 10/09 Invoice number.: 10/09	1474 City of Oakley 1 Mayors Conference 10/09	Paid	50.00
A101-7372-01.0.0-000 - Conferences	*** Account total ***		50.00
A101-7373-02.0.0-000 - Education & Training 16347 Disability Workshop 10/09 Invoice number.: Jackson 10/09	2579 Alameda County Diversity Prog 1 Disability Workshop 10/09	Paid	30.00
A101-7373-02.0.0-000 - Education & Training	*** Account total ***		30.00
A101-7373-06.0.0-000 - Education & Training 16360 PD Trng Cnt-Rng Use 09-10 Invoice number.: 10-1407	2568 CCC Sheriff - LETC 1 PD Range Use Fee 09-10	Inv	100.00
A101-7373-06.0.0-000 - Education & Training	*** Account total ***		100.00
A101-7411-08.0.0-000 - Professional Services Retainer 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 1 Eng Svc 9/5/09-9/25/09	Inv	3,989.50
Invoice number.: 8958-8971	2 ABAG Haz Mit Plan 09 #8970	Inv	43.31
A101-7411-08.0.0-000 - Professional Services Retainer	*** Account total ***		4,032.81

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7412-08.0.0-000 - Engineering/Inspection Service 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 3 Minor EP #8962	Inv	41.50
A101-7412-08.0.0-000 - Engineering/Inspection Service	*** Account total ***		41.50
A101-7419-01.0.0-000 - Other Professional Services 16343 Video City Council Mtg 9/15/09 Invoice number.: 992	1467 LarryLogic Productions 1 Video CC Mtg 9/15/09	Paid	270.00
16344 Video City Council Mtg 9/1/09 Invoice number.: 989	1467 LarryLogic Productions 1 Video CC Mtg 9/1/09	Paid	360.00
A101-7419-01.0.0-000 - Other Professional Services	*** Account total ***		630.00
A101-7419-03.0.0-000 - Other Professional Services 16346 Reimb Park Sprinkler Hd 8/09 Invoice number.:	2580 Westwood HOA 1 Reimb Pk Sprinkler Hd 8/09	Paid	490.00
16378 Lydia Ln Park Repair 9/09 Invoice number.: 16920	560 Martell Water Systems, Inc. 1 Lydia Ln Park Repair 9/09	Inv	332.50
A101-7419-03.0.0-000 - Other Professional Services	*** Account total ***		822.50
A101-7419-06.0.0-000 - Other Professional Services 16359 PD-Crossing Guard WE 9/12/09 Invoice number.: 17406	1538 All City Management Services, 1 PD-Crossing Guard WE 9/12/09	Inv	418.50
16369 PD Live Scan 9/09 Invoice number.: 16886	42 City of Concord 1 PD Live Scan 9/09	Inv	56.00
A101-7419-06.0.0-000 - Other Professional Services	*** Account total ***		474.50
A101-7419-09.0.0-000 - Other Professional Services 16355 Monthly Svc 8/09 Invoice number.: 447300	170 Western Exterminator 3 Park-Ext Svc 8/09	Inv	40.50
A101-7419-09.0.0-000 - Other Professional Services	*** Account total ***		40.50
A101-7425-06.0.0-000 - Crime Lab 16361 PD-Crime Lab 7/09 Invoice number.: ClayPD-0907	641 CCC Office of the Sheriff-Coro 1 PD Crime Lab 8/09	Inv	10,095.50
A101-7425-06.0.0-000 - Crime Lab	*** Account total ***		10,095.50

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7426-06.0.0-000 - Jail Booking Fee			
16362 Booking Fees 8/09	416 CCC Auditor-Controller		
Invoice number.: 9/11/09	1 Booking Fees 8/09	Inv	100.00
A101-7426-06.0.0-000 - Jail Booking Fee	*** Account total ***		100.00
A201-7335-00.0.0-000 - Gas & Electricity			
16352 Service 9/09 (Master)	113 PG&E		
Invoice number.: 9/16/09	9 Traffic Signals 9/09	Inv	409.01
Invoice number.: 9/16/09	10 Street Lights - Arterial 9/09	Inv	2,766.09
16353 Svc: Irrig & Signal 9/09 (Mst)	113 PG&E		
Invoice number.: 9/17/09	2 Clayton Traffic Sgn 9/09	Inv	31.58
16393 Service 9/09 (Small Master)	113 PG&E		
Invoice number.: 9/22/09	5 Traffic Sgn & St Lt 9/09	Inv	199.11
A201-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		3,405.79
A201-7345-00.0.0-000 - Traffic Signal Maintenance			
16363 Traffic Signal Maintenance 7/0	234 CCC General Services		
Invoice number.: 3581	1 Traffic Signal Mtn 7/09	Inv	1,665.00
A201-7345-00.0.0-000 - Traffic Signal Maintenance	*** Account total ***		1,665.00
A201-7412-00.0.0-000 - Engineering/Inspection Service			
16397 Eng Svc 9/5/09-9/25/09	116 PERMCO, Inc.		
Invoice number.: 8958-8971	4 Gas Tax Insp #8959	Inv	884.50
A201-7412-00.0.0-000 - Engineering/Inspection Service	*** Account total ***		884.50
A210-7335-00.0.0-000 - Gas & Electricity			
16352 Service 9/09 (Master)	113 PG&E		
Invoice number.: 9/16/09	5 Monument Lights 9/09	Inv	222.38
Invoice number.: 9/16/09	6 Oakhurst Pump (Fountain) 9/09	Inv	568.68
Invoice number.: 9/16/09	7 Outdoor Lights 9/09	Inv	13.19
Invoice number.: 9/16/09	8 Sprinkler Cont/Lndscp 9/09	Inv	73.58

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A210-7335-00.0.0-000 - Gas & Electricity	*** Continued ***		
16353 Svc: Irrig & Signal 9/09 (Mst)	113 PG&E		
Invoice number.: 9/17/09	1 OH Irrigation 9/09	Inv	483.78
16393 Service 9/09 (Small Master)	113 PG&E		
Invoice number.: 9/22/09	2 Clock Service 9/09	Inv	33.47
Invoice number.: 9/22/09	3 Outdoor Lt Service 9/09	Inv	117.47
Invoice number.: 9/22/09	4 Irrigation Service 9/09	Inv	369.80
16394 Service 9/09 (Individual Inv)	113 PG&E		
Invoice number.: 9/22/09	4 Irrigation Svc 9/09	Inv	200.08
A210-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		2,082.43
A210-7338-00.0.0-000 - Water Services			
16395 City Water Usage 7-8/09	67 Contra Costa Water Dist.		
Invoice number.: C Srs 7-8/09B	6 El Molino Park 7-8/09	Inv	192.52
Invoice number.: C Srs 7-8/09B	11 City Irrigation 7-8/09	Inv	3,751.92
A210-7338-00.0.0-000 - Water Services	*** Account total ***		3,944.44
A210-7419-00.0.0-000 - Other Professional Services			
16377 CFD Admin Fees 10-12/09	960 NBS Govt. Finance Group		
Invoice number.: C09200910	3 CFD 07-1 Admin Fees 10-12/09	Inv	942.64
A210-7419-00.0.0-000 - Other Professional Services	*** Account total ***		942.64
A211-7311-00.0.0-000 - General Supplies			
16379 Grove Play Eq Rpr 9/09	2021 Miracle Recreation Equip Co		
Invoice number.: 691090	1 Grove Play Eq Rpr 9/09	Inv	118.17
A211-7311-00.0.0-000 - General Supplies	*** Account total ***		118.17
A211-7335-00.0.0-000 - Gas & Electricity			
16394 Service 9/09 (Individual Inv)	113 PG&E		
Invoice number.: 9/22/09	3 Grove Park Svc 9/09	Inv	78.20
A211-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		78.20

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A211-7338-00.0.0-000 - Water Services			
16395 City Water Usage 7-8/09	67 Contra Costa Water Dist. 12 Grove Pk Svc 7-8/09	Inv	1,089.78
Invoice number.: C Srs 7-8/09B			
A211-7338-00.0.0-000 - Water Services	*** Account total ***		1,089.78
A211-7420-00.0.0-000 - Other Outside Service			
16377 CFD Admin Fees 10-12/09	960 NBS Govt. Finance Group 4 CFD 06-1 Admin Fees 10-12/09	Inv	942.64
Invoice number.: C09200910			
A211-7420-00.0.0-000 - Other Outside Service	*** Account total ***		942.64
A212-7412-00.0.0-000 - Engineering/Inspection Service			
16371 OH GHAD Legal Svc 5/09	1455 Berlogar Geotechnical Consulta 1 OH GHAD Legal Svc 5/09	Inv	367.20
Invoice number.: 214814			
A212-7412-00.0.0-000 - Engineering/Inspection Service	*** Account total ***		367.20
A214-7335-00.0.0-000 - Gas & Electricity			
16352 Service 9/09 (Master)	113 PG&E 11 Street Lights-Res 9/09	Inv	8,298.27
Invoice number.: 9/16/09			
A214-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		8,298.27
A216-7409-00.0.0-000 - Street Sweeping			
16391 Street Sweeping 9/09	1459 Clean Street 1 Street Sweeping 9/09	Inv	3,500.00
Invoice number.: 58165			
A216-7409-00.0.0-000 - Street Sweeping	*** Account total ***		3,500.00
A216-7412-00.0.0-000 - Engineering/Inspection Service			
16397 Eng Svc 9/5/09-9/25/09	116 PERMCO, Inc. 5 Stormwater Insp #8963	Inv	1,903.37
Invoice number.: 8958-8971			
A216-7412-00.0.0-000 - Engineering/Inspection Service	*** Account total ***		1,903.37
A230-7218-00.0.0-000 - LTD Insurance-COPS			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority 5 PD Grant LTD 10/09	Inv	42.43
Invoice number.: 10/09			
A230-7218-00.0.0-000 - LTD Insurance-COPS	*** Account total ***		42.43

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A230-7220-00.0.0-813 - PERS Retirement-COPS			
16349 Retirement PPE 9/20/09	201 CalPERS		
Invoice number.: PPE 9/20/09	6 PD Grant 9/20/09	Inv	900.12
A230-7220-00.0.0-813 - PERS Retirement-COPS	*** Account total ***		900.12
A230-7246-00.0.0-000 - Benefit Insurance			
16398 LTD, Life & ADD 10/09	65 Municipal Pooling Authority		
Invoice number.: 10/09	10 PD Grant Life, ADD 10/09	Inv	11.25
16399 Health Insurance 10/09	1316 CalPERS Health		
Invoice number.: 381	7 PD Grants 10/09	Inv	1,321.58
16400 Dental Premium 10/09	540 Health Care Dental Trust		
Invoice number.: 95978	5 PD Grant Dental 10/09	Inv	127.83
A230-7246-00.0.0-000 - Benefit Insurance	*** Account total ***		1,460.66
A301-7419-00.0.0-000 - Other Professional Services			
16381 RDA Fiscal Imp Analysis 9/09	2429 Seifel Consulting Inc.		
Invoice number.: 10191	1 RDA Fiscal Imp Analysis 9/09	Inv	3,998.40
A301-7419-00.0.0-000 - Other Professional Services	*** Account total ***		3,998.40
A302-7413-00.0.0-000 - Legal Services			
16380 RDA LMI Lgl Svc 8/09	79 Goldfarb & Lipman		
Invoice number.: 95045	1 RDA LMI Lgl Svc 8/09	Inv	196.00
A302-7413-00.0.0-000 - Legal Services	*** Account total ***		196.00
A303-7520-00.0.0-106 - Clayton Rd Trail Connection			
16397 Eng Svc 9/5/09-9/25/09	116 PERMCO, Inc.		
Invoice number.: 8958-8971	6 Eng Svc #8969	Inv	315.00
Invoice number.: 8958-8971	7 Eng Svc #8968	Inv	770.13
A303-7520-00.0.0-106 - Clayton Rd Trail Connection	*** Account total ***		1,085.13
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project			
16397 Eng Svc 9/5/09-9/25/09	116 PERMCO, Inc.		
Invoice number.: 8958-8971	8 Correction for #8957	Inv	4,300.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project			
Invoice number.: 8958-8971	9 Eng Svc #8971	Inv	5,823.75
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project	*** Account total ***		10,123.75
A303-7520-00.0.0-115 - Comm Park Lights & Turf Proj			
16384 Comm Pk Imprv Econ Aly 8/09	1156 PMC		
Invoice number.: 29369	1 Comm Pk Imprv Econ Aly 8/09	Inv	900.00
A303-7520-00.0.0-115 - Comm Park Lights & Turf Proj	*** Account total ***		900.00
A401-7419-00.0.0-000 - Other Professional Services			
16389 Arbitrage Svc 7-8/09	960 NBS Govt. Finance Group		
Invoice number.: F09250901-JR	1 Arbitrage Svc 7-8/09	Inv	1,200.00
A401-7419-00.0.0-000 - Other Professional Services	*** Account total ***		1,200.00
A420-7419-00.0.0-000 - Other Professional Services			
16377 CFD Admin Fees 10-12/09	960 NBS Govt. Finance Group		
Invoice number.: C09200910	1 CFD 90-1R Admin Fees 10-12/09	Inv	2,622.55
A420-7419-00.0.0-000 - Other Professional Services	*** Account total ***		2,622.55
A421-7419-00.0.0-000 - Other Professional Services			
16377 CFD Admin Fees 10-12/09	960 NBS Govt. Finance Group		
Invoice number.: C09200910	2 CFD 90-2R Admin Fees 10-12/09	Inv	1,123.94
A421-7419-00.0.0-000 - Other Professional Services	*** Account total ***		1,123.94
A501-7413-00.0.0-000 - Legal Services			
16383 OH Legal Svc 8/09	2469 Michel & Fackler APC		
Invoice number.: 10541	1 OH Legal Svc 8/09	Inv	1,208.14
16385 Legal Services 8/09	1210 Liebert Cassidy Whitmore		
Invoice number.: 107606	1 Legal Services 8/09	Inv	744.00
A501-7413-00.0.0-000 - Legal Services	*** Account total ***		1,952.14
A601-2731-00.0.0-220 - Mitchell Crk P1 (Lenox) Cs Bnd			
16397 Eng Svc 9/5/09-9/25/09	116 PERMCO, Inc.		
Invoice number.: 8958-8971	10 Eng Svc #8966	Inv	166.00
A601-2731-00.0.0-220 - Mitchell Crk P1 (Lenox) Cs Bnd	*** Account total ***		166.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 11 Eng Svc #8960	Inv	518.75
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP	*** Account total ***		518.75
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 12 Eng Svc #8961	Inv	207.50
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP	*** Account total ***		207.50
A601-2741-00.0.0-153 - Seeno Grading Insp (10351) 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 13 Eng Svc #8964	Inv	83.00
A601-2741-00.0.0-153 - Seeno Grading Insp (10351)	*** Account total ***		83.00
A601-2741-00.0.0-472 - OAKSt MixedUse 01-08Consultant 16382 Rivulet Planning Svc 5/09 Invoice number.: 0812E-3	2010 Raney Planning & Management, I 1 Rivulet Planning Svc 5/09	Inv	3,951.35
A601-2741-00.0.0-472 - OAKSt MixedUse 01-08Consultant	*** Account total ***		3,951.35
A601-2743-00.0.0-085 - St Bonaventure-Traffic Sig Mtn 16363 Traffic Signal Maintenance 7/0 Invoice number.: 3581	234 CCC General Services 2 St Bona Traffic Sig 7/09	Inv	111.00
A601-2743-00.0.0-085 - St Bonaventure-Traffic Sig Mtn	*** Account total ***		111.00
A601-2744-00.0.0-189 - Riessen SW Permit 17-05 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 15 Eng Svc #8965	Inv	83.00
A601-2744-00.0.0-189 - Riessen SW Permit 17-05	*** Account total ***		83.00
A601-2744-00.0.0-288 - Flora Square SWP 47-07 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 14 Eng Svc #8967	Inv	155.00
A601-2744-00.0.0-288 - Flora Square SWP 47-07	*** Account total ***		155.00

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 16 Eng Svc #8965	Inv	83.00
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07	*** Account total ***		83.00
A601-2744-00.0.0-487 - Lance Brick SWP 12-08 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 17 Eng Svc #8965	Inv	83.00
A601-2744-00.0.0-487 - Lance Brick SWP 12-08	*** Account total ***		83.00
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 18 Eng Svc #8965	Inv	83.00
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08	*** Account total ***		83.00
A601-2744-00.0.0-518 - Weisendanger SWP 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 19 Eng Svc #8965	Inv	83.00
A601-2744-00.0.0-518 - Weisendanger SWP	*** Account total ***		83.00
A601-2744-00.0.0-527 - Gierak SWP 02-09 16390 Refund SWP 02-09 Dep 9/09 Invoice number.: SWP 02-09 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	2581 Richard Gierak 1 Refund SWP 02-09 Dep 9/09 116 PERMCO, Inc. 20 Eng Svc #8965	Inv Inv	1,626.50 103.75
A601-2744-00.0.0-527 - Gierak SWP 02-09	*** Account total ***		1,730.25
A601-2744-00.0.0-538 - Azmarai Kadir SWP 08-09 16375 Refund SWP 08-09 Dep 9/09 Invoice number.: SWP 08-09 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	2577 Azmarai & Maria Zia Kadir 1 Refund SWP 08-09 Dep 9/09 116 PERMCO, Inc. 21 Eng Svc #8965	Inv Inv	1,626.50 83.00
A601-2744-00.0.0-538 - Azmarai Kadir SWP 08-09	*** Account total ***		1,709.50

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-540 - Barnes/Pierce SWP 09-09 16397 Eng Svc 9/5/09-9/25/09 Invoice number.: 8958-8971	116 PERMCO, Inc. 22 Eng Svc #8965	Inv	83.00
A601-2744-00.0.0-540 - Barnes/Pierce SWP 09-09	*** Account total ***		83.00
A601-2744-00.0.0-546 - Earnst, L Minor SWP 09-09 16376 Refund SWP 09-09 Dep 9/09 Invoice number.: SWP 09-09	2576 Lynndi & Andre Ernst 1 Refund SWP 09-09 Dep 9/09	Inv	500.00
A601-2744-00.0.0-546 - Earnst, L Minor SWP 09-09	*** Account total ***		500.00
A601-2745-00.0.0-540 - Barnes/Pierce C&D 16388 C&D Refund 9/09 Invoice number.: C&D 9/09	403 Julie Pierce 1 C&D Refund 9/09	Inv	2,000.00
A601-2745-00.0.0-540 - Barnes/Pierce C&D	*** Account total ***		2,000.00
A601-2745-00.0.0-546 - Earnst, L C&D Deposit 16387 C&D Refund 9/09 Invoice number.: C&D 9/09	2576 Lynndi & Andre Ernst 1 C&D Refund 9/09	Inv	2,000.00
A601-2745-00.0.0-546 - Earnst, L C&D Deposit	*** Account total ***		2,000.00
A701-7310-00.0.0-000 - Supplies & Equipment 16366 DV Gym Expenses 10-12/08 Invoice number.: AR194853B	512 Mt. Diablo Unified School Dist 2 DV Gym Mat & Supp 10-12/08	Inv	657.61
16367 DV Gym Expenses 1-3/09 Invoice number.: AR209624	512 Mt. Diablo Unified School Dist 2 DV Gym Mat & Supp 1-3/09	Inv	657.61
16368 DV Gym Expenses 4-6/09 Invoice number.: AR209625	512 Mt. Diablo Unified School Dist 2 DV Gym Mat & Supp 4-6/09	Inv	657.61
A701-7310-00.0.0-000 - Supplies & Equipment	*** Account total ***		1,972.83
A701-7335-00.0.0-000 - Gas & Electricity 16366 DV Gym Expenses 10-12/08 Invoice number.: AR194853B	512 Mt. Diablo Unified School Dist 1 DV Gym Utilities 10-12/08	Inv	4,727.04
16367 DV Gym Expenses 1-3/09 Invoice number.: AR209624	512 Mt. Diablo Unified School Dist 1 DV Gym Utilities 1-3/09	Inv	4,727.04

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A701-7335-00.0.0-000 - Gas & Electricity	*** Continued ***		
16368 DV Gym Expenses 4-6/09	512 Mt. Diablo Unified School Dist 1 DV Gym Utilities 4-6/09	Inv	4,727.04
Invoice number.: AR209625			
A701-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		14,181.12
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits			
16370 Refund EH Cancel 7/5/08	2575 John & Babette Hunt 1 Refund EH Cancel 7/5/08	Inv	500.00
Invoice number.: EH Cnx 7/5/08			
16374 EH Dep Refund 9/12/09	2578 Doris Hallberg TRE 1 EH Dep Refund 9/12/09	Inv	500.00
Invoice number.: EH 9/12/09			
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits	*** Account total ***		1,000.00
A702-5607-00.0.0-000 - Revenue			
16370 Refund EH Cancel 7/5/08	2575 John & Babette Hunt 2 Refund EH Cancel 7/5/08	Inv	-375.00
Invoice number.: EH Cnx 7/5/08			
A702-5607-00.0.0-000 - Revenue	*** Account total ***		-375.00
A702-7332-00.0.0-000 - Telephone			
16392 Local Phone Svc 9/09A	1243 AT&T/ CalNet 2 6 EH Local Phone 9/09A	Inv	58.70
Invoice number.: 9/22/09			
A702-7332-00.0.0-000 - Telephone	*** Account total ***		58.70
A702-7335-00.0.0-000 - Gas & Electricity			
16394 Service 9/09 (Individual Inv)	113 PG&E 2 EH Svc 9/09	Inv	258.34
Invoice number.: 9/22/09			
A702-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		258.34
A702-7338-00.0.0-000 - Water Services			
16395 City Water Usage 7-8/09	67 Contra Costa Water Dist. 4 End Hall 7-8/09	Inv	282.34
Invoice number.: C Srs 7-8/09B			
A702-7338-00.0.0-000 - Water Services	*** Account total ***		282.34
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance			
16355 Monthly Svc 8/09	170 Western Exterminator 4 End Hall Ext Svc 8/09	Inv	87.00
Invoice number.: 447300			
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		87.00

Run date: 10/02/2009 @ 09:25
Bus date: 10/02/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 19

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
* Report total *		*** Total ***	186,545.87



Agenda Date: 10-6-09
Agenda Item: 5d

STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: OCTOBER 6, 2009

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PUBLIC PEDESTRIAN PURPOSES FROM THOMAS AND CAROL O'NEILL AT 333 CHARDONNAY CIRCLE (APN 119-581-008)

RECOMMENDATION

Adopt a Resolution accepting a grant of easement for public pedestrian purposes at 333 Chardonnay Circle.

BACKGROUND

Thomas and Carol O'Neil, the property owners at 333 Chardonnay Circle, requested an encroachment permit to allow reconstruction of their driveway approach. As with many of our subdivisions, the existing sidewalk was constructed monolithically with the curb and gutter and the existing street right of way line is adjacent to the back of sidewalk.

In order to satisfy the requirements of the Americans with Disabilities Act ("ADA"), and as part of the driveway reconstruction, a new sidewalk must be constructed around the steeply sloped driveway apron in order to maintain an accessible path of travel. This places the new sidewalk on private property and creates the need for an easement to allow public use of the new sidewalk.

The property owners have prepared and executed an easement grant deed which has been reviewed and deemed correct by the City Engineer.

FISCAL IMPACT

None.

CONCLUSION

Staff recommends the City Council approve the attached Resolution accepting the easement grant deed and directing the City Clerk to record the deed in the office of the County Recorder.

Attachments: Council Resolution
Easement Grant Deed

RESOLUTION NO. - 2009

**A RESOLUTION ACCEPTING AN EASEMENT GRANT DEED FOR PUBLIC SIDEWALK PURPOSES
FROM THOMAS AND CAROL O'NEIL AT 333 CHARDONNAY CIRCLE
(APN 119-581-008)**

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

WHEREAS, Chardonnay Circle was constructed with monolithic sidewalks; and

WHEREAS, Thomas and Carol O'Neil, the property owners at 333 Chardonnay Circle, wish to construct a new driveway approach; and

WHEREAS, construction of a new driveway will require the construction of a sidewalk outside of the public right of way around the proposed driveway apron; and

WHEREAS, the property owners have prepared and executed the attached easement grant deed to allow public pedestrian access over the proposed sidewalk; and

WHEREAS, the City Engineer has reviewed the grant of easement and has recommended that the City Council accept said offer of easement and grant deed;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California, hereby:

1. Accepts the easement grant deed for public pedestrian purposes;
2. Directs the City Clerk to record the easement grant deed along with a copy of this resolution in the Office of the Contra Costa county Recorder.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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 Clayton, California at a regular meeting held on October 6, 2009.

Laci J. Jackson, City Clerk

RECORDING REQUESTED BY:

CITY OF CLAYTON

WHEN RECORDED MAIL TO:

CITY OF CLAYTON
6000 HERITAGE TRAIL
CLAYTON, CA 94517
ATTN.: ENGINEERING DEP'T.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX \$

DOCUMENTARY TRANSFER TAX \$

SURVEY MONUMENT FEE \$

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

APN 119-581-008

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TOM & CAROL O'NEIL

hereby GRANT(S) to

CITY OF CLAYTON

an easement for public pedestrian access over that real property in the City of Clayton, County of Contra Costa, State of California,
described as:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

}
}ss.
}

On September 18, 2009
before me, Kathleen A. Hughes
(here insert name and title of the officer), personally appeared
Thomas M and Carol L. O'Neil

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

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

WITNESS my hand and official seal.

Signature

Kathleen A. Hughes

(Seal)

Thomas M O'Neil
Carol L. O'Neil
9/18/09



(This area for official notarial seal)

Exhibit A

All that real property situate in the City of Clayton, County of Contra Costa, State of California, described as follows:

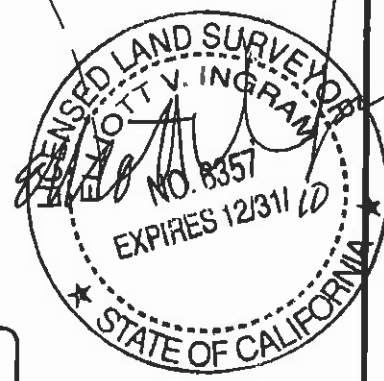
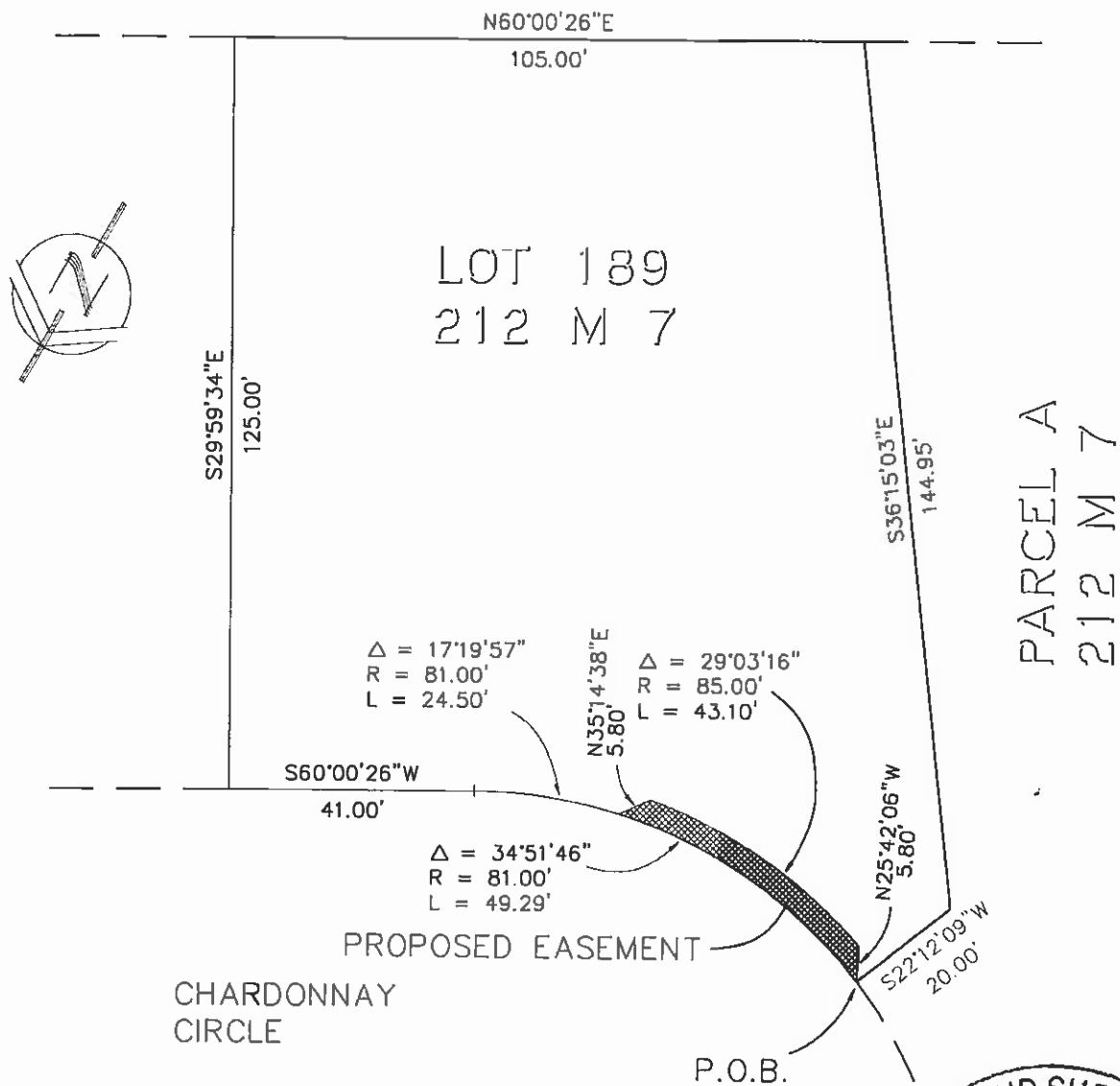
A portion of Lot 189, as shown on that certain map entitled Subdivision 5050, recorded June 13, 1978, in Book 212 of Maps at page 7, Contra Costa County Records, more particularly described as follows:

Beginning at the Northwest corner of said lot, said point lying on the southerly line of Chardonnay Circle; thence leaving said southerly line $S25^{\circ}42'06''E$, 5.80 feet to a non-tangent curve concave to the north and having a radius of 85.00 feet, parallel with the Southerly line of Chardonnay Circle, as said street is shown and delineated on said 212 M 7, from which point the center of said curve bears $N19^{\circ}17'54''E$; thence easterly along said curve through a central angle of $29^{\circ}03'16''$, an arc distance of 43.10 feet; thence leaving said curve, $N35^{\circ}14'38''E$, 5.80 feet to a non-tangent curve, concave to the north and having a radius of 81.00 feet, a radial to said point bearing $S12^{\circ}39'37''E$, said point lying on the southerly line of Chardonnay Circle; thence Northwesterly along said curve and southerly line, through a central angle of $34^{\circ}51'46''$, an arc distance of 49.29 feet to the point of beginning.

Being 184 square feet in area more, or less.

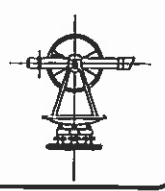


EXHIBIT B



ELLIOTT V. INGRAM LAND SURVEYOR
1310 LA VISTA CONCORD, CALIFORNIA 94521-2627
(925) 689 - 4578 FAX: (707) 924 - 2911

PROPOSED EASEMENT, APN 119-581-008
333 CHARDONNAY CIRCLE, CLAYTON, CALIFORNIA
SCALE: 1" = 30' DATE: SEPTEMBER 10, 2009





Agenda Date: 10-6-09
Agenda Item: 5e

STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: OCTOBER 6, 2009

SUBJECT: RESOLUTION ACCEPTING THE 2009 ARTERIAL OVERLAY PROJECT AS COMPLETE AND ORDERING THE FILING OF A NOTICE OF COMPLETION

RECOMMENDATION

Adopt Resolution.

BACKGROUND

The contractor, Granite Construction, has completed construction of the 2009 Arterial Overlay Project and has requested acceptance of the work. The Engineering Department has completed inspections of the site improvements and the project is now ready for acceptance.

FISCAL IMPACT

The final approved project budget amount was \$585,000 for the overlay of portions of Clayton Road and Oakhurst Drive. The final project cost is \$513,460 or \$71,540.00 (12.2%) under the approved budget.

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 2009 ARTERIAL
OVERLAY PROJECT AS COMPLETE AND ORDERING THE FILING OF A NOTICE OF
COMPLETION.
(CIP #10412)**

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

WHEREAS, on August 4, 2009 the City Council of Clayton did award contract to Granite Construction Company for the construction of its 2009 Arterial Overlay Project (CIP No. 10412); and

WHEREAS, Granite Construction Company 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 completed as of the date of adoption of this Resolution the construction of the 2009 Arterial Overlay, 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 October, 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

JULIE K. PIERCE, Mayor

ATTEST:

Laci 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 October 6, 2009.

Laci 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 August 17, 2009, contract with Granite Construction Company, P.O. Box 151, Stockton, California, 95201, for the construction of the 2009 Arterial Overlay Project in accordance with the plans and specifications prepared by the City of Clayton and said contractor's surety was and is Federal Insurance Company, 15 Mt. View Road, Warren, New Jersey, 07059.

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 October 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 October 6, 2009. I declare under penalty of perjury that the foregoing is true and correct.

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

Laci J. Jackson, City Clerk

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

Project: 2008 Pavement Rehabilitation Project

Contractor: RGW Construction, Inc.

Streets: Clayton Road
Oakhurst Drive

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

FINAL PROJECT REPORT

2009 ARTERIAL OVERLAY PROJECT
CIP 10412

Project Description

Construction of 2" asphalt overlay of portions of Clayton Road and Oakhurst Drive, including adjustment of structures and re-striping.

Scope Changes During Construction

None.

CIP Budget and Funding Sources

Total Budget:	Design/Bid	\$31,000
	Construction	\$525,000
	Admin./Inspection	<u>\$29,000</u>
	Total Budget	\$585,000

Sources:	ARRA (stimulus) Funds	\$554,000
	Offsite Arterial Fees	<u>\$31,000</u>
	Total	\$585,000

Final Costs

Pre-ARRA Grant Costs (design, processing, etc.)	\$31,660.00
Permco (design, admin & inspect. – est. to compl.)	33,000.00
Granite Construction (paid to date)	76,300.00
Granite Construction (remainder + retention)	347,000.00
Berlogar (testing – estimated)	15,000.00
CMT (testing – estimated)	7,500.00
County Signals (estimated)	<u>3,000.00</u>
Total Project Costs	\$513,460.00

Budget Variance: over (under) (\$71,540.00)*

*figure does not include cost of \$3,575.00 being reimbursed by CCWD for water valve can adjustments. Actual final City costs total \$509,885 or \$75,115 (12.8%) under budget.

Sources:	ARRA Grant	\$478,225.00
	Offsite Arterial fees	31,660.00
	CCWD	<u>3,575.00</u>
	Total	\$513,460.00



Agenda Date: 10-6-09

Agenda Item: 10a

Approved

Gary A. Napper, City Manager

CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Councilmembers

**FROM: Milan J. Sikela, Jr.
Assistant Planner**

DATE: October 6, 2009

**SUBJECT: Ordinance to amend the Clayton Municipal Code (ZOA 02-09) Related to
Clarifying the Intent and Addressing Outdated References of Section 17.36.020
(Building Height Restrictions)**

RECOMMENDATION

It is recommended that the City Council approve Second Reading and Adoption of Ordinance No. 424 to amend the Clayton Municipal Code to remove specified outdated references and to clarify the intent of Section 17.36.020 (Building Height Restrictions).

BACKGROUND

At the City Council meeting of September 15, 2009, the City Council approved the Introduction and First Reading of Ordinance No. 424 (see **Attachment**). The Planning Commission recommended City Council adoption of the Ordinance at its August 25, 2009 meeting in order to remove outdated references in and clarify the intent of the City's building height restrictions. As part of this Ordinance, windmills, wind chargers, and other wind-harnessing structures and buildings will be permitted by right in the City's Agricultural District and allowed with a Use Permit on lots 40,000 square in area or larger, except within the Town Center Specific Plan area. The Ordinance also provides wording that allows the Community Development Director to refer a structure or building to the Planning Commission in order to assure structural compatibility with surrounding properties.

ATTACHMENT

Ordinance No. 424

ORDINANCE NO. 424

AMENDMENT OF SECTION 17.36.020 (BUILDING HEIGHT RESTRICTIONS) AND RELATED AMENDMENTS ADDING LANGUAGE TO SECTION 17.12.020 AND SECTION 17.60.030 OF THE CLAYTON MUNICIPAL CODE TO CLARIFY THE INTENT AND ADDRESS REFERENCES TO OUTDATED STRUCTURES AND BUILDINGS (ZOA 02-09)

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

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

WHEREAS, Section 17.36.020 of the Municipal Code allows certain structures and buildings to be exempt from building heights; and

WHEREAS, Section 17.36.020 of the Municipal Code contains references to certain outdated structures and buildings; and

WHEREAS, it is determined to be beneficial to amend Section 17.36.020 and related Sections of the Clayton Municipal Code to clarify the intent of this Section to address height limitations of structures and buildings otherwise permitted in the respective districts and to remove references to outdated structures and buildings so that these structures and buildings are no longer exempt from building heights and, as a result, will not negatively impact the neighborhoods within Clayton; and

WHEREAS, an amended version of Section 17.36.020 of the Municipal Code has been prepared in order to clarify the intent of this Section and to remove references to outdated structures and buildings; and

WHEREAS, an amended version of Sections 17.12.020 and 17.60.030 of the Municipal Code have been prepared in order to provide consistency with the amendments to Section 17.36.020; and

WHEREAS, the Planning Commission held duly-noted public hearings on August 11, 2009 and August 25, 2009 to address the matters of clarifying the intent and addressing references to outdated structures and buildings of Section 17.36.020 as well as amending Sections 17.12.020 and 17.60.030; determined that these amendments of the Municipal Code involve minor alterations of land use limitations which would not result in any changes in land use or density and would qualify for categorical exemptions from the California Environmental Quality Act (CEQA) in accordance with Section 15305 of the State CEQA Guidelines; determined that these amendments would be in conformance with the General Plan; determined that the public necessity, convenience, and general welfare would require adoption of these amendment; and recommended City Council approval of these amendment; and

WHEREAS, on September 15, 2009 and October 6, 2009, the City Council held duly-noticed public hearings and gave due consideration to all testimony, comments, and documents received; and

WHEREAS, the City Council determined that the amendment of the Municipal Code involves minor alterations of land use limitations which would not result in any changes in land use or density and would qualify for categorical exemptions from the California Environmental Quality Act (CEQA) in accordance with Section 15305 of the State CEQA Guidelines; and

WHEREAS, the City Council determined that the following amendment would be in general conformance with the General Plan; and

WHEREAS, the City Council determined that the public necessity, convenience, and general welfare would require adoption of the amendment; 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 17.36.020 of the Municipal Code is amended to read as follows:

“17.36.020 Building Height Restrictions. The limits of heights of structures or buildings established in this title for any district in which the structures or buildings would otherwise be permitted shall not apply to chimneys, fire towers, water towers, cupolas, spires, belfries, monuments, flagpoles, utility poles, water tanks, and necessary mechanical appurtenances attached to buildings. Windmills, wind chargers, and other wind-harnessing structures and buildings are permitted by right in the Agricultural (A) District or with a Use Permit on lots in any zone except within the Town Center Specific Plan area that are greater than 40,000 square feet in area. In all cases, parapets or fire walls on buildings or structures otherwise conforming to the regulations established in this title may be constructed a maximum of three feet in height.

If any of the structures and buildings listed in the Section are proposed for construction in a manner that, in the judgement of the Community Development Director, may not comply with the intent of this Section or may not comply with Standards of Review listed in Section 17.44.040, the Director shall require the structure or building to be subject to a Planning Commission Site Plan Review Permit review and approval.”

SECTION 2. Section 17.12.020.D of the Municipal Code is added to read as follows:

“D. Windmills, wind chargers, and other wind-harnessing structures and buildings.”

SECTION 3. Section 17.60.030.A.16 of the Municipal Code is added to read as follows:

“16. Windmills, wind chargers, and other wind-harnessing structures and buildings.* ”

SECTION 4. If any provision 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 5. 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 ordinance and public notices.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Clayton held on September 15, 2009.

Passed, adopted, and ordered posted by the City Council of the City of Clayton at a regular meeting thereof held on October 6, 2009, 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 September 15, 2009, and was duly adopted, passed, and ordered posted at a regular meeting of the City Council held on October 6, 2009.

Laci J. Jackson, City Clerk

ZOA\2009\02-09.ord3.cc.approved.version



Agenda Date: 10-6-09

Agenda Item: 10b

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 06 OCTOBER 2009

SUBJECT: CITY PARTICIPATION IN PROPOSITION 1A SECURITIZATION PROGRAM

RECOMMENDATION

It is recommended the City Council adopt the prepared Resolution authorizing and approving the City's participation in the planned Proposition 1A Securitization Program for 100% reimbursement in Fiscal Year 2009-2010 of our forced Prop 1A "loan" to the State of California in the estimated amount of \$139,195.

BACKGROUND

In November 2004, voters in California approved Proposition 1A, an amendment to the California State Constitution for the purpose of restoring predictability and protection of local government tax revenue raids by the State of California. Among other provisions, Prop 1A prohibited the State Legislature from reducing the amount of property tax revenues distributed to cities, counties and special districts and shifting those local shares to public schools or other non-local government functions to address State financial obligations. To date, the State of California has seized (and never repaid) over \$5 million in local property tax revenues from the City of Clayton since the early 1990s.

Under specific conditions, the State Legislature may suspend this Prop 1A local revenue protection by "borrowing" not more than 8% of the total property tax revenues from local governments statewide, when:

1. The Governor issues a proclamation of "severe fiscal hardship" of the state;
2. The Legislature enacts an urgency statute suspending Prop 1A by a 2/3rds affirmative vote of the Senate and the Assembly; and
3. The Legislature enacts a law providing for full repayment of the "borrowed local funds" with interest within three years.

The Legislature may not enact a Prop 1A suspension more than twice in any 10 year period and cannot invoke a second "borrowing" until the first repayment has been fulfilled.

To partially close a looming state budget deficit of approximately \$24 billion for this fiscal year, the State of California did call for and approve the suspension of Prop 1A local government revenue protections and raided local government coffers in the amount of \$2 billion statewide. Although exact calculations have not been issued for each local public entity, it is estimated our City's share of this State "borrowing" is \$139,195 in local property tax revenues (General Fund) for Fiscal Year 2009-10.

At its public meeting held 15 September 2009, the City Council considered options available to manage the financial impact of this forced "loan" on its adopted General Fund Budget for this fiscal year. After due consideration, the City Council instructed staff to prepare the necessary documents authorizing the City's participation in a Proposition 1A Securitization Program for repayment of the "loan" this fiscal year rather than await State repayment by 30 June 2013

PROP 1A SECURITIZATION PARTICIPATION

The Proposition 1A Securitization Program ("Program") provides relief to cities, counties and special districts from the impact of the suspension. Among other things, the Program allows cities, counties and special districts to obtain immediate cash relief from the effects of the emergency suspension of Proposition 1A. If a local agency chooses not to participate in the Program, it must wait for the State to reimburse the local agency plus interest. The State Department of Finance has, since the last City Council meeting, set the loan repayment interest rate at 2%.

Regarding the mechanics of the Program, the California Statewide Communities Development Authority ("California Communities", a joint powers authority) would purchase the local agencies' accounts receivables ("Receivables") created as part of the Prop 1A suspension provisions. The purchase price shall equal 100% of the each agency's Receivables. California Communities would issue tax-exempt bonds to bondholders and through a trustee (Wells Fargo Bank, N.A.), would then pay the local agencies from the bond proceeds in two equal installments on January 15, 2010, and May 3, 2010, to coincide with the dates the State will shift like-amount property tax from local agencies. The Receivables would be pledged to secure repayment of the corresponding amount of the bonds. Ultimately, the State would repay the bondholders principal plus interest.

The benefits of Program participation include the following:

1. Immediate cash relief: The sale of the City's Proposition 1A Receivables will provide us with 100% of our reduced property tax allocations for the 2009-10 fiscal year, in two equal installments on January 15, 2010, and May 3, 2010;

2. Mitigates the impact of the 8% property tax withholding in January and May of 2010: Per ABX4 14 and ABX4 15 and the proposed clean-up legislation of SB 67, the State will withhold 8% of property tax receivables due cities, counties and special districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates and amounts the State will shift property tax from each participating local agency;
3. All costs of financing borne by the State: The City will not pay any interest cost or costs of issuance in connection with its participation in this Program; and
4. No obligations on bonds: The City has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

In return for immediate cash relief and repayment of the City's share of the "loan" this fiscal year, the City forfeits any right to collect any interest earning on this "loan" had we deferred repayment until the State repaid it within three years. The State Department of Finance has declared it will repay each loan with an interest rate of 2%. The City's investment portfolio presently earns an average interest rate of 3.81% on its investments and staff expects our investment earning capabilities will produce rates exceeding 2% over the next three years.

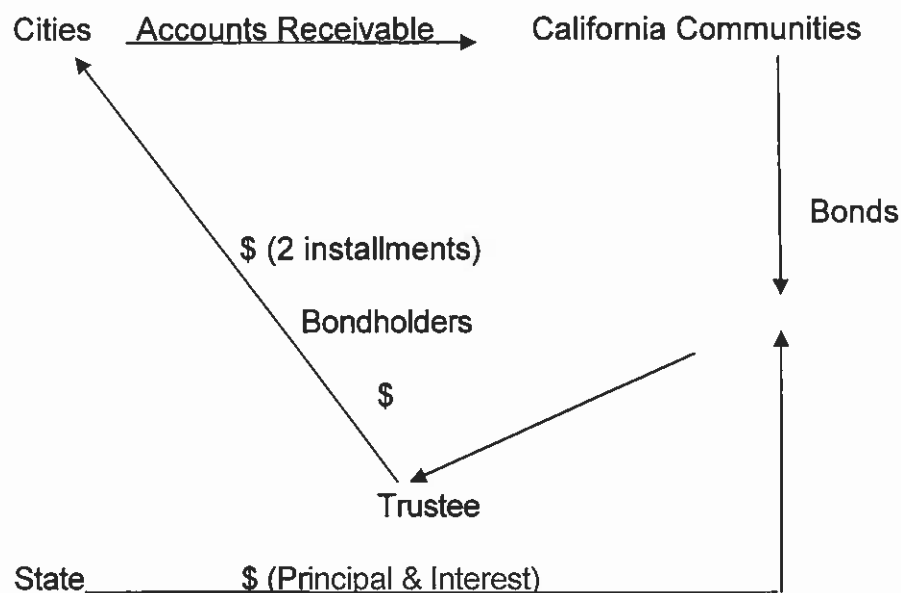
STATE AUTHORIZATION FOR SECURITIZATION PROGRAM

The Legislature failed to enact a clean-up bill (SB 67) prior to adjournment of the Senate, which bill would provide for a few critical changes to the enacted legislation, including provisions for financing to occur in November 2009; county auditor certification of amount of Receivables; tax-exempt structure; California Communities as the only issuer; more flexibility on bond structure; sales among local agencies; and revision to the hardship mechanism provided in AB 15. While SB 67 has not yet been passed and signed into law, California Communities and the League of CA Cities expect it to occur in the coming weeks with a reconvening of the State Senate called and held, and is therefore keeping the Program on schedule so that the financing can be completed in a timely fashion. The Program has been structured with the assumption SB 67 will become law. However, if for any reason SB 67 is not enacted and the bonds cannot be sold by December 31, 2009, the entire series of transactions contemplated under the Program shall become void and of no further force or effect, and all applicable documents by each participating public entity will be destroyed.

The Program documents (Resolution, Purchase and Sale Agreement, etc.) cannot be modified for the sake of uniformity.

In order for agencies to participate in the financing, all the Program documents provided by Orrick, Herrington & Sutcliffe, LLP ("Transaction Counsel"), must be adopted (in the case of the Resolution), signed and delivered back to Transaction Counsel by no later than November 6, 2009.

The following flow chart illustrates the mechanics of the planned program:



FISCAL IMPACT

Certainly the concept and result of participation in the Prop 1A Securitization Program keeps the City whole in the wake of the State's triggering the suspension of our local property tax revenue protections. It also shifts any question of State repayment to the prospective bondholders rather than the participating public entities.

Should this Program not become available due to the State's failure to act again, the City Council has given previous instruction to staff (at its 15 September 2009 regular meeting) to manage the forced General Fund Budget gap by use of its reserves.

- Attachments:
1. Resolution [5 pp.]
 2. Purchase and Sale Agreement + Exhibits [28 pp.]

RESOLUTION NO. – 2009

**A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT
AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE
CITY'S PROPOSITION 1A RECEIVABLE FROM THE STATE OF
CALIFORNIA; AND DIRECTING AND AUTHORIZING CERTAIN
OTHER ACTIONS IN CONNECTION THEREWITH**

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

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies with the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code; and

WHEREAS, the City of Clayton, California, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital; and

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require; and

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable; and

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein; and

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds; and

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by the City of Clayton to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser; and

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds; and

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable; and

WHEREAS, the Seller will use the proceeds received from the sale of its Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW, THEREFORE, the City Council of Clayton, California does hereby resolve as follows:

Section 1. All of the Recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of its Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County Auditor pursuant to the Act. The form of the Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this public meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of its Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this public meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of its Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED, APPROVED, AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 6th day of October 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

APPROVED AS TO FORM:

J. Daniel Adams, City Attorney

APPENDIX A

THE CITY OF CLAYTON, CALIFORNIA

AUTHORIZED OFFICERS:

Julie K. Pierce, Mayor

Ross E. "Hank" Stratford, Vice Mayor

Gary A. Napper, City Manager

Laci J. Jackson, City Clerk

J. Daniel Adams, City Attorney

Merry Pelletier, Finance Manager

Merle Hufford, City Treasurer

any designee of any of them, as appointed in a
written certificate of such Authorized Officer
delivered to the Trustee.

CITY OF CLAYTON, CALIFORNIA,
as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) CITY OF CLAYTON, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and

(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibits references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the "Proposition 1A receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an "Installment Payment" and, collectively, the "Installment Payments"), on January 15, 2010, and May 3, 2010 (each a "Payment Date" and, collectively, the "Payment Dates"). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.deleray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Deleray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller's Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

- (i) Transaction Counsel receiving on or before the date the Bonds are sold (the "Pricing Date"), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's City Council approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

- (ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);
- (iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and
- (iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its City Council members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the Buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at 6000 Heritage Trail, Clayton, CA 94517-1250.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

CITY OF CLAYTON, as Seller

By: _____
Authorized Officer

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY, as Purchaser

By: _____
Authorized Signatory

EXHIBIT A DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

“Act” means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

“Bill of Sale” has the meaning given to that term in Section 2(b)(ii) hereof.

“Closing Date” means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to gnapper@ci.clayton.ca.us not later than one day prior to the Closing Date.

“Controller” means the Controller of the State.

“County Auditor” means the auditor or auditor-controller of the county within which the Seller is located.

“Credit Enhancer” means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

“Credit Support Instrument” means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

“Initial Amount” means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

“Installment Payments” have the meaning set forth in Section 2(a).

“Payment Dates” have the meaning set forth in Section 2(a).

“Pricing Date” means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to gnapper@ci.clayton.ca.us not later than one day prior to the Pricing Date.

“Principal Place of Business” means, with respect to the Seller, the location of the Seller’s principal place of business and chief executive office located at 6000 Heritage Trail, Clayton, CA 94517-1250.

“Proposition 1A Receivable” has the meaning set forth in Section 2(a).

“Purchase Price” means an amount equal to the Initial Amount.

“Rating Agency” means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

“Rating Agency Confirmation” means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

“Resolution” means the resolution adopted by the City Council approving the sale of the Proposition 1A Receivable.

“State” means the State of California.

“Transaction Counsel” means Orrick, Herrington & Sutcliffe LLP.

“Transaction Documents” mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of City of Clayton, dated as of the Closing Date.

**OPINION OF COUNSEL
to
CITY OF CLAYTON**

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the City of Clayton (the "Seller") in connection with the adoption of that certain resolution (the "Resolution") of the City Council of the Seller (the "Governing Body") pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the "Purchaser") of the Seller's "Proposition 1A Receivable", as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller's Proposition 1A Receivable to the Controller of the State of California (the "Disbursement Instructions") and a Bill of Sale and Bringdown Certificate of the Seller (the "Bill of Sale" and, collectively with the Sale Agreement and the Disbursement Instructions, the "Seller Documents").

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: _____
Seller's Counsel

**OPINION OF COUNSEL
to
CITY OF CLAYTON**

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the City of Clayton (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: _____
Seller's Counsel

**EXHIBIT C1
CLERK'S CERTIFICATE**

CERTIFICATE OF THE
SECRETARY OF
CITY OF CLAYTON, CALIFORNIA

Dated: Pricing Date

The undersigned Secretary of the City of Clayton (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____ duly adopted at a regular meeting of the City Council of said Seller duly and legally held at the regular meeting place thereof on the _____ day of _____, 2009, of which meeting all of the members of said City Council had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the City of Clayton, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: _____
Secretary of the City of Clayton,
California

**EXHIBIT C2
SELLER CERTIFICATE**

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the City of Clayton (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").
2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.
3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
3. The City Council duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the City Council which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title _____

Signature

Julie K. Pierce, Mayor

Hank Stratford, Vice Mayor

Gary A. Napper, City Manager

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By: _____
Secretary of the City of Clayton,
California

EXHIBIT C3

BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the Secretary dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

CITY OF CLAYTON

By: _____
Authorized Officer

EXHIBIT D

IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT
OF PROPOSITION 1A RECEIVABLE OF
CITY OF CLAYTON

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the City of Clayton and
Wiring Instructions Information Form

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, City of Clayton (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's City Council authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should

the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name: Wells Fargo Bank, N.A.
Bank ABA Routing #: 121000248
Bank Account #: 0001038377
Bank Account Name: Corporate Trust Clearing
Further Credit To: CSCDA Proposition 1A Bonds
Bank Address: 707 Wilshire Blvd., 17th Floor
MAC E2818-176
Los Angeles, CA 90017
Bank Telephone #: (213) 614-3353
Bank Contact Person: Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

CITY OF CLAYTON

By: _____
Authorized Officer

EXHIBIT E
ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

_____, 2009

California Statewide Communities Development Authority
1100 K Street
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The City of Clayton (the "Seller") hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the "Resolution") authorizing the sale of its Proposition 1A Receivable, the Seller's City Council has agreed to sell to the California Statewide Communities Development Authority (the "Purchaser"), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel ("Transaction Counsel"), as instructed below:

1. certified copy of the Resolution, together with a certificate of the Secretary, dated the Pricing Date;
2. the Seller Certificate, dated the Pricing Date;
3. the Opinion of Seller's Counsel, dated the Pricing Date;
4. the Opinion of Seller's Counsel (bringdown opinion), dated the Closing Date;
5. the Purchase and Sale Agreement, dated as of November 1, 2009;
6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or berfore December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

CITY OF CLAYTON

By: _____
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP



Agenda Date: 10-6-09

Agenda Item: 10c

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 06 OCTOBER 2009

SUBJECT: REPORT ON COST-BENEFIT ANALYSIS FOR SPORTS FIELD UPGRADES
CLAYTON COMMUNITY PARK

RECOMMENDATION

Following discussion of the Economic Cost-Benefit Analysis study performed and presented by PMC (Derek Wong, consultant), it is recommended the City Council provide further policy direction to staff regarding the pursuit of potential sports field improvements at Clayton Community Park.

BACKGROUND

In November 2008, voters in the East Bay Regional Park District (EBRPD) approved the passage of Ballot Measure WW, a bond extension measure that provides funding to the District for the next 20 years for local and regional capital improvement projects such as parks, open space and trail projects. According to the measure's formula, the City of Clayton is allocated \$492,883 in Measure WW grant monies for an eligible project, which must be approved by the District.

Shortly thereafter, the City Trails and Landscaping Committee (TLC) entertained agenda discussions to recommend the City Council use some or all of its Measure WW grant monies to reconstruct existing City trails that have deteriorated. After several contacts with EBRPD, reconstruction of existing trails would be considered an eligible bond project provided the City could demonstrate the improvements would last at least 25 years (a bond proceed requirement on all approved Measure WW projects).

Simultaneously, members of the City Council suggested the concept of using the Measure WW grant monies to install sports field lights at Clayton Community Park to enhance user options and field play longevity. Within that dialogue, the idea surfaced of replacing the worn and water-intensive grass turf with synthetic turf, which offered the added benefit of

eliminating the City's General Fund expense for constant water line repairs and water leakage losses at this public park.

At its public meeting on 03 March 2009, the City Council formally considered all of these ideas and determined it useful and prudent to obtain an initial cost-benefit analysis on the prospect of installing sports field lights and/or synthetic turf at Clayton Community Park before authorizing staff to expend funds to design such a project. Following that Council direction, staff contracted with PMC in May 2009 to perform a cost-benefit analysis on making significant public improvements to the existing park to include sports field lights, synthetic turf for replacement of grass turf, expansion of on-site parking opportunities, expanded bleachers, and an upgraded concession stand.

COST- BENEFIT ANALYSIS

A. Improvement Estimates

PMC's comprehensive report is attached and provides enlightening information related to the potential financial impacts of installing additional improvements to the existing park. For the purpose of this review, only the three (3) main sports fields were included in the scope of study. Field No. 4, nearest the Clayton Community Gym, was not part of the analysis as that field is severely limited in available size and corresponding sports use.

The analysis was purposely conducted in a "cafeteria style" manner to individually examine lights or synthetic turf at only one field or in combination thereof for the three (3) fields. As the largest sports area, the Lower Field (Field No. 1) carries the expectant highest cost of renovation for either sports lights (\$367,773; page 3 of Report) or synthetic turf (\$989,600 - \$1,484,400 range; page 4 of Report).

To install lights and synthetic turf at all three fields is estimated to range from \$3 million to \$4.1 million, depending on favorable bids and experiences in other communities. Expansion of the existing on-site parking lots could produce an additional 41 to 143 parking spots for the public's use, subject to the degree of reconfiguration to remove the roadway landscaping along Clayton Road and push the Lower Field parking lot along this edge to Gym Court. Parking lot expansion improvements would add additional expense of \$164,000 (for 41 spaces) to \$572,000 (for 143 spaces), using a mid-range cost of \$4,000 per new parking space.

Other minor improvements examined include expanded bleachers (\$27,520) and an upgraded concession stand (cost range of \$66,000 to \$120,000).

Caution is expressed at this point that while these improvement estimates were based on industry standards and project experiences in other communities, actual construction and improvement expenses can only be more narrowly determined once the project is subjected to design/construction plans and then advertised for competitive bids. However, the information is valuable in gauging expectant project cost.

B. Return on Investment

Starting on Page 23 of the Report, the analysis turned to examine the City's potential return on investment by evaluating the potential for increased user revenues in return for enhanced fields and sports playing time (at night, and year-round), coupled with any offset in operation and maintenance expenses by the substitution of synthetic turf surfaces for water-intensive grass turf. As with any public recreation facility and department, user fees never pay 100% of the necessary operation, maintenance and replacement expenses for the facility or program. These potential park improvements are not the exception. The benefit to cost ratios calculated in the Report (pages 25 & 26) indicate ranges based on a 12-year life for synthetic turf and a 20-year life for sports lighting. Rates of return on investment range from a low of 37% (for lighting, synthetic turf and expanded parking at highest cost unit) to a high of 82% for sports field lighting only. Capital costs for replacement of lights and synthetic turf after probable useful life of 12-15 years must also be considered.

Variations of the analysis can also be deduced from this Report. For example, the inclusion of expanded public parking could easily be extracted from this investment return analysis as the current lack of adequate on-site parking is already an existing deficiency and should be performed irrespective of this project. In addition, it is generally accepted public policy that parks and other associated recreational features (e.g. trails, bicycle paths, skateboard parks, senior centers) contribute to the overall quality of life and healthy life styles of a community and should not be subjected to a rigid rate of return on the public taxpayers' investment when critiquing community benefit. Certainly that argument has validity and many public facilities are subsidized by that concept (e.g. public libraries). Whether to apply that value to the suggested park improvements at Clayton Community Park is a decision that rests with the decision-makers.

FISCAL IMPACT

As noted in the Report, there are opportunities for the recovery of capital and operational expenses associated with the park improvements. However, full recovery is not expected if public monies are the sole source of capital investment.

Clayton Community Park is not within the approved Project Area of the Clayton Redevelopment Agency. Therefore, without findings as to curing blight or improving economic development of the defined Project Area by expending redevelopment funds outside the Project Area in this relatively remote section of the community, Redevelopment Agency funds are not automatically available. Further, the State of California's planned theft of Agency monies this fiscal year and next complicates the rationing of its discretionary capital project funds.

EBRPD grant monies from Measure WW (\$492,883) could be applied to these park improvements, as could the \$60,000 recovered from the Tot Lot Resurfacing project. Unencumbered monies exist in the City's General Fund reserve and its Capital Improvement Project (CIP) budget, and the Clayton Financing Authority (CFA) holds monies from the land sale of the Longs Drugs/CVS Pharmacy site.

Although the capital cost magnitude of a total park overhaul is slightly startling at \$5.7 million, the park's improvement could be conducted in various phases as monies become available for allocation or as preference is determined. The opportunity for "free" grant monies are limited in today's public financing scheme, although effort is underway by the state to consider another park bond act. While our small city benefits from the minimal per-capita-grant provisions of a state park bond measure, the socio-demographics and household income levels of Clayton do not lend themselves for success in competitive processes for state grant competitions. It is unknown whether private benefactors exist and are prepared to contribute monetarily to any of the desired improvements. And finally, timing is always critical when contemplating facility improvements that will be received well by the public and park user yet ultimately carry an operational price tag for the precariously-balanced General Fund budget of the City.

Attachment: 1. Economic Cost-Benefit Analysis, Clayton Community Park [45 pp.]

Economic Cost-Benefit Analysis Sports Fields at Clayton Community Park

**Prepared for
City of Clayton**

September 30, 2009



PMC
A WILSON GROUP COMPANY

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I. INTRODUCTION

The City of Clayton is studying an investment in significant facility improvements to its sports fields at Clayton Community Park. These improvements may include installation of field lighting to enable night play, as well as replacing the grass fields with synthetic turf. Other improvements considered include an upgraded concession stand, expanded parking and expanded bleachers. Synthetic turf has potential to provide several community-wide benefits including allowing usage of the fields year-round and for water conservation purposes.

Before moving forward with any master planning, the city wishes to study the potential economic benefits associated with the project and the level of economic return from the investment. This report provides an economic cost-benefit and market analysis of the proposed facility investments at the Community Park. An emphasis of the analysis is placed on the synthetic turf and lighting options, as these significant investments are anticipated to enhance the playing experience by existing local users and potentially draw additional sports venues into Clayton. As field use is currently booked to capacity, synthetic turf and lighting provide increased availability of the existing fields.

The report is divided into five remaining sections. The first section provides planning level cost estimates for the facility improvements. Data for the cost estimates was collected from a variety of reliable sources. The second section provides operations and maintenance cost estimates for the synthetic turf and lighting improvements, and identifies potential maintenance cost savings from these investments. The third section addresses the City's current rental fees and revenues generated from field usage, and projects the additional revenue resulting from the field improvements and cost recovery levels. A range of possible adjustments to the current rental fee rates is presented, as well as a comparison of field rental fees from neighboring jurisdictions.

The fourth section provides an assessment of the market potential for increased use of the Clayton sports fields. Interviews with both local sports groups and park and recreation representatives from local jurisdictions were conducted to gauge interest and demand for sports fields in Clayton, as well as in central and eastern Contra Costa County. The fifth, and final, section summarizes the findings from the analysis. An appendices with supporting information is contained in the back.

II. PLANNING LEVEL CAPITAL FACILITIES COST ESTIMATES

Key data sources were researched and contact with several representatives was made to determine planning level cost estimates. The capital cost analysis is conducted under two scenarios, one that includes installation of field lighting at each of the ballfields, and a second that includes installation of lighting and synthetic turf at each of the ballfields.¹ Other auxiliary improvements that the city may consider in one or both scenarios include costs for parking improvements, upgraded concession stand, and expansion of bleachers.

¹ The smaller Field #4 is excluded from the analysis per the direction of the City.

Lighting Cost

Lighting costs were collected from a leading manufacturer of outdoor stadium lighting (Musco Lighting). Clayton sports field specifications and dimensions were submitted to the manufacturer, and a customized report with cost estimate was provided.

Other stadium lighting cost estimates from internet research were also obtained. However, actual estimates from Musco using Clayton specific field information appeared to be the preferred source. It should also be noted that solar powered stadium lighting products are available from other lighting manufacturers. However, according to one manufacturer's website, these systems are still in beta testing.²

Table 1 provides a summary of the capital lighting cost estimate, comprised of Musco's energy efficient lighting product "Light-Structure Green" and the "Control Link" automated scheduling system. Installation costs by a separate contractor are also estimated, as well as sales tax on the equipment. However, unloading of the equipment is not included as part of the budget estimate. Total cost for all three fields is estimated to be \$843,000.³ A cost for each field as well as cost per light pole and lamp is shown. Separately, a memo provided by an electrical contractor for Clayton indicated that the current electrical infrastructure at the Community Park is capable of handling the increased power demand from the lights.

² <http://www.solarpowergetics.com/servlet/the-Solar-Stadium-Floods/Categories>

³ The installation of lighting only would affect use of six aging irrigation controls that must begin watering the grass fields at dusk to complete the watering cycle. With lighting and extended play at night, the watering cycle would be impacted, requiring purchase of two new irrigation controllers at a cost of \$8,000 each (\$16,000 total).

Table II-1, Estimated Lighting Cost

Field	Lighting Equipment Cost	# poles	Cost per Pole	# lamps	Cost per Lamp
Upper Field	\$102,000	6	\$17,000	29	\$3,517
Middle Field	\$101,000	6	\$16,833	28	\$3,607
Lower Field	<u>\$157,000</u>	<u>6</u>	\$26,167	<u>45</u>	\$3,489
SubTotal	\$360,000	18	\$20,000	102	\$3,529
	Sales Tax on Equipment (assume current rate of 9.25%)				
Field		# poles	Cost per Pole	# lamps	Cost per Lamp
Upper Field	\$9,435	6	\$1,573	29	\$325
Middle Field	\$9,343	6	\$1,557	28	\$334
Lower Field	<u>\$14,523</u>	<u>6</u>	\$2,420	<u>45</u>	\$323
Subtotal	\$33,300	18	\$1,850	102	\$326
	Installation Cost (Musco suggests 125% of equipment cost)				
Field		# poles	Cost per Pole	# lamps	Cost per Lamp
Upper Field	\$127,500	6	\$21,250	29	\$4,397
Middle Field	\$126,250	6	\$21,042	28	\$4,509
Lower Field	<u>\$196,250</u>	<u>6</u>	\$32,708	<u>45</u>	\$4,361
Subtotal	\$450,000	18	\$25,000	102	\$4,412
Field	Grand Total	# poles	Cost per Pole	# lamps	Cost per Lamp
Upper Field	\$238,935	6	\$39,823	29	\$8,239
Middle Field	\$236,593	6	\$39,432	28	\$8,450
Lower Field	<u>\$367,773</u>	<u>6</u>	\$61,295	<u>45</u>	\$8,173
Total	\$843,300	18	\$46,850	102	\$8,268

Synthetic Turf Cost

Cost information on synthetic turf was collected from different sources to enable a range to be developed. One source of information was contact made with a leading national turf supplier (FieldTurf). Other sources of information included northern California cities that have either planned for turf or recently installed turf within the past few years. The City of Clayton also furnished a summary of responses to turf from the League of Cities E-mail Listserv.

The data obtained from the cities, including bid prices, provides a different perspective on costs, as their estimates are local and include full cost of the installation, which typically requires many other cost components beyond the turf. These components include subgrading, drainage, fencing, and irrigation. However, the cost estimates are customized to each city's respective projects, and may include other expenses that would not be incurred by Clayton. Cities from which some level of cost

was obtained include Foster City, Davis, Town of Danville, and Redwood City. An estimate from the City of Carlsbad in southern California was also obtained.

The turf supplier indicated that installation of the synthetic turf is between \$4.50 and \$4.75 per square foot, excluding any subgrading or other cost components. Once the other required components are added (e.g. subgrading, drainage, fencing, and irrigation), cost per square foot increases to between \$8.00 and \$12.00 per square foot. Taking these estimates from the supplier, a range of cost for the Clayton sports fields are shown in Table 2.

**Table II-2, Estimated Synthetic Turf Cost for Clayton Sports Fields
Based on Data Provided by Turf Manufacturer**

Community Park Sports Field Dimensions		
Lower Field	123,700	square feet
Middle Field	76,100	square feet
Upper Field	70,300	square feet
Total	270,100	square feet
Synthetic Turf Cost Range		
	\$8 per sq. ft.	\$12 per sq. ft.
Lower Field	\$989,600	\$1,484,400
Middle Field	\$608,800	\$913,200
Upper Field	\$562,400	\$843,600
Total	\$2,160,800	\$3,241,200

The synthetic turf cost estimates obtained from the cities provide another set of estimates. Specific bid prices for a few projects were obtained and provided in the appendices. A summary of the cost estimates for the turf projects in other cities is shown in Table 3. The range of cost are from \$8 to close to \$16 per square foot.

Table II-3, Synthetic Turf Cost for Other Cities

City/Turf Project	Cost	Sq. Ft.	Cost per Sq. Ft.
Foster City			
2008 Bid Schedule			
<i>Sea Cloud Park Total</i>	\$865,393	78,990	\$10.96
<i>Synthetic Turf & Striping Portion</i>	\$367,303	78,990	\$4.65
<i>Catamaran Park Total</i>	\$1,078,491	68,180	\$15.82
<i>Synthetic Turf & Striping Portion</i>	\$317,037	68,180	\$4.65

City of Davis			
Bid Schedule, 2009 Installation, Playfields Park Soccer Field			
<i>Estimated construction/contract award</i>	\$1,090,874		
<i>Estimated construction contingency (10%)</i>	\$109,087		
<i>Construction Management & Inspection</i>	\$14,123		
<i>Design</i>	\$50,000		
<i>Total Project Cost</i>	\$1,264,084	91,555	\$13.81
<i>Synthetic Turf Portion</i>	\$423,332	91,555	\$4.62

Redwood City			
Synthetic playfields conversion	\$400,000	n/a	n/a

Town of Danville			
Sycamore Valley Park athletic field renovation in 2003, 3 lighted baseball and 2 lighted soccer fields			
<i>Design / Plan Review</i>	\$126,000		
<i>Construction</i>	\$3,098,642		
<i>Inspection & Admin</i>	\$90,358		
<i>Total</i>	\$3,315,000	n/a	n/a
Diablo Vista Park soccer field in 2003			
<i>Construction</i>	\$894,519	n/a	n/a

Carlsbad			
Synthetic turf soccer field at an existing park	\$750,000	n/a	\$8.00
Two existing ballfields, cost includes \$65,000 in design costs (architect, turf consultant)	\$1.2 to \$1.4 million	n/a	\$8.00
<i>Square Foot Cost are according to the City</i>			

From the city estimates, a larger range of cost for the Clayton sports fields are shown in Table 4.

**Table II-4, Estimated Synthetic Turf Cost for Clayton Sports Fields
Based on Data Obtained from Cities**

Community Park Sports Field Dimensions		
Lower Field	123,700	square feet
Middle Field	76,100	square feet
Upper Field	70,300	square feet
Total	270,100	square feet
Synthetic Turf Cost Range		
	\$8 per sq. ft.	\$16 per sq. ft.
Lower Field	\$989,600	\$1,979,200
Middle Field	\$608,800	\$1,217,600
Upper Field	<u>\$562,400</u>	<u>\$1,124,800</u>
Total	\$2,160,800	\$4,321,600

The “useful” life of the turf material is determined by many factors including rate and type of usage, weather, and level of maintenance and care. A rule of thumb utilized by the manufacturer is the “8-12 warranty rule”, referencing the number of years (8-12 years) before turf replacement based on the total price per square foot paid (\$8-\$12).

When synthetic turf is replaced at the end of its useful life, the materials and installation cost of the synthetic turf (excluding the subgrade) is currently between \$4.50 and \$4.75 per square feet. At these prices, the synthetic turf replacement cost for the Clayton fields would range between \$1.215 million to \$1.283 million.

Parking Lot Expansion

Expansion of the upper and lower parking lots is another proposed facility improvement. Clayton staff provided a range of possible new parking spaces, from a minimum of 41 to a maximum of 143 additional spaces. Estimated cost data to construct new off-street parking was gathered from a review of available on-line sources.⁴ The range of construction cost from the data sources was between \$2,000 and \$6,000 per parking space. The total cost varies widely based on the number of spaces and cost per space. Table 5 provides the cost estimates.

⁴ Sources include: International Bicycle Foundation; Boston Metropolitan Area Planning Council – Sustainable Transportation Toolkit: Parking; Colorado State University; and “Smarter Parking” by Nancy Schneider (January 2008) Appointee to the City of Delray Beach Parking Management Advisory Board and Green Advisory Taskforce, Florida.

Table II-5, Cost Estimates for Additional Parking Spaces

Parking Spaces	Minimum	Maximum
Lower Parking Area	25	100
Upper Parking Area	16	23
Access Road	0	20
Total	41	143

assume a per parking space cost:		
	# of new spaces = 41	# of new spaces = 143
\$2,000	\$82,000	\$286,000
\$3,000	\$123,000	\$429,000
\$4,000	\$164,000	\$572,000
\$5,000	\$205,000	\$715,000
\$6,000	\$246,000	\$858,000

Upgraded Concession Stand

An upgraded permanent structure for concessions at the Community Park is proposed. The existing concession stand does not meet health department standards and lacks amenities for food preparation such as a sink. The conceptual structure would be a basic square building with some kitchen and food preparation capacity for selling food and drink during sporting events. Cost estimating for such a structure was undertaken through data obtained from RS Means, a leading supplier of construction cost information.⁵ While there is no actual estimate for a snack bar structure available on RS Means, a query of the product's database for approximation shows \$110 per square foot for a concrete block Community Center, while office is around \$200 per square foot. Assuming a structure of 600 square feet (30 x 20), the range of cost would be between \$66,000 and \$120,000.

Expanded Bleachers

Cost for larger bleacher seating at the sports fields was obtained from the resource, "Architects, Contractors, Engineers Guide to Construction Costs, 2007 Edition Vol. 38", distributed by Design and Construction Resources. The recreational facilities section of the guide showed three elevated bleacher dimensions capable of seating between 50 and 150 people. The dimensions include 5 rows x 15 feet (50 seats), 10 rows x 15 feet (100 seats), and 15 rows x 15 feet (150 seats). Cost for the Clayton sports fields assumes the lower field will have two bleachers holding 100 people each (one on each side of baseball diamond), and the middle and upper fields will each have two bleachers holding 50 people per bleacher. The cost, estimated at \$27,500, is provided in Table 6.

⁵ A product line of Reed Construction Data, RS Means provides accurate and up-to-date cost information that helps owners, developers, architects, engineers, contractors and others to carefully and precisely project and control the cost of both new building construction and renovation projects. In addition, RS Means collects annual construction cost data.

Table II-6, Expanded Bleachers

	Lower Field	Middle & Upper Fields
Dimensions	10 Row x 15 feet steel	5 Row x 15 feet steel
Seating Capacity per Bleacher Section	100 people	50 people
Cost per section	\$6,400	\$3,680
Quantity	2	4
Cost	\$12,800	\$14,720
Total Cost	\$27,520	

Summary of Capital Facility Costs

Table 7 summarizes the two cost alternatives for improvements at Community Park. The difference between the two alternatives is the inclusion (or exclusion) of synthetic turf. The option with lighting only and the auxiliary improvements shows a cost range of between \$1.1 and \$1.6 million. The option with lighting and synthetic turf plus the auxiliary improvements has a cost range of \$3.3 to \$5.9 million. The cost difference between the two options is between \$2.2 to \$4.3 million.

**Table II-7, Summary of Capital Costs
Lighting, Synthetic Turf, Parking, Concession Stand, and Bleachers**

	Option 1, Lighting only with auxiliary improvements	
	Low	High
Lighting	\$843,300	\$843,300
Parking (assume \$4,000 per space)	\$164,000	\$572,000
Concession Stand	\$66,000	\$120,000
Bleachers	\$27,520	\$27,520
Total	\$1,100,820	\$1,562,820

	Option 2, Lighting and Synthetic Turf with auxiliary improvements	
	Low	High
Lighting	\$843,300	\$843,300
Synthetic Turf (data range from other cities)	\$2,160,800	\$4,321,600
Parking (assume \$4,000 per space)	\$164,000	\$572,000
Concession Stand	\$66,000	\$120,000
Bleachers	\$27,520	\$27,520
Total	\$3,261,620	\$5,884,420

Cost Difference	\$2,160,800	\$4,321,600
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III. OPERATIONS AND MAINTENANCE COST ESTIMATES

This section provides an estimate of the operations and maintenance expenses resulting from the facility improvements, and whether potential cost savings might be realized compared to the current O&M of the sports fields at the Community Park.

Current Maintenance Cost

The City's recent budget separates the current cost to maintain the Community Park. This provides a baseline cost from which a projected cost schedule is developed assuming the facility improvements.

The FY 2008-09 budget projected that Community Park O&M cost through the end of the fiscal year was \$218,822. This amounts to total maintenance of all amenities at the park. To isolate the estimated maintenance costs attributed just to the sports fields, we consulted with one of the City's Maintenance Supervisors who provided estimated percentages of maintenance and watering dedicated to the sports fields. Other non-sports fields related O&M was assumed constant for this analysis.

It was estimated that 80 percent of the maintenance labor could be attributed to the sports fields. The majority of labor (40-50 percent) was for irrigation repair, as it was pointed out that ground movement along the base of the hillside disrupts and damages the nearby irrigation system. The other significant labor cost (20-30 percent) is for mowing of the grass fields and field preparation (fill dirt and leveling). A smaller portion of labor was also attributed to trash clean up.

In terms of watering, it was estimated that the fields consume about 80 to 85 percent of total water at the Community Park, with the rest used for landscaping and restrooms. In addition, cost is incurred for abating rodents and animals that damage the fields, as squirrels dig in the field grass and roots, as well as the random presence of wild pigs.

Table III-1 summarizes the portion of Community Park maintenance cost that could be attributed to the sports fields. The estimated cost is \$171,226, or 78 percent of total Community Park maintenance cost. For purposes of the report, this cost is assumed as the status quo.

Table III-1, Sports Field Current Maintenance Cost

Budget Community Park Dept 09	
FY 2008-09 budget projected 6/30/09	\$218,822
Portion of Budget Attributed to Sports Fields (1):	
	Annual Cost
Labor	
FY 2008-09 Projected	\$95,433
% assumed for sports fields (2)	80%
Labor portion for sports fields	\$76,347
Water	
FY 2008-09 Budget Projected	\$70,388
Water % @ Community Park for fields (3)	85%
Water Cost for sports fields	\$59,830
Other Field related costs	
<i>Field Prep</i>	\$3,000
<i>Gas & Electric Service (4)</i>	\$1,704
<i>Rodent/Pest Animal Control</i>	\$15,135
<i>Park Supplies</i>	\$15,211
Total Other Field Related O&M	\$35,050
Grand Total Est. Community Park Maintenance of Sports Field (Status Quo)	\$171,226
% of total Community Park budgeted costs	78%
(1) Cost for assumed activities that would not change due to changes to the sports fields, such as janitorial services, is excluded.	
(2) Estimate provided by City Maintenance Supervisor.	
(3) Estimate provided by City Maintenance Supervisor.	
(4) Assume 60% of gas/electric service used to operate field irrigation. Remaining energy cost used for other purposes (e.g. restroom, other equipment)	

Potential Operations and Maintenance Cost

The focus on the potential O&M from the facility improvements is for lighting and synthetic turf. Other new maintenance costs may be generated, such as increased maintenance from the additional parking areas, or upkeep/repair of the concession stand. However, the analysis effort was on the larger infrastructure improvements.

Lighting O&M

Regarding lighting operations cost, the manufacturer, Musco, provided an estimate of the power usage for each hour of field use at the three fields. As described earlier, the City determined that the current electrical infrastructure has the capacity to accommodate field lighting. The City Finance Department also provided an estimate for the cost of electricity on per kilowatt-hour (kWh) based on current energy bills. Table III-2 shows the estimated cost per hour for each field to meet certain industry lighting standards. The costs reflect energy efficient lighting that is currently offered on the market.

Table III-2, Cost Per Hour for Field Lighting

	kWh ⁽¹⁾	Cost/kWh ⁽²⁾	Cost Per Hour ⁽³⁾
Lower Field	70.38	\$0.144426	\$10.16
Middle Field	43.79	\$0.144426	\$6.32
Upper Field	45.36	\$0.144426	\$6.55
			\$23.04
(1) Data provided by Musco for energy usage to light up each field for one hour at industry standards.			
(2) Cost provided by Clayton finance.			
(3) Does not factor in random vandalism, bird activity, or extraordinary events.			

To quantify potential annual operations cost, assumptions are made as to the usage of lights during the year at the Community Park. Information collected from our interviews with local jurisdictions that have field lights overwhelmingly indicated the high usage of lights for night play, some almost every night of the year for turf fields. For purposes of analysis, an assumption is made that each of the three Clayton sports fields is used 10 nights per month for 12 months for soccer (assuming synthetic turf fields), while each of the three fields are used 5 nights a month for 5 months for baseball. This is equivalent to one field being used for soccer every night each month, and one field being used for baseball at night for half a month during baseball season. It is also assumed that the lights are turned on for three hours per night when in use. Based on these assumptions, the hours of night play is estimated and the cost of lighting is calculated, as shown in Table III-3. Total cost is estimated to be \$10,000 per year. Also, according to the manufacturer, the warranty on lighting is 25-years or 10,000 hours, including bulb replacement. This essentially implies maintenance free.

Table III-3, Estimated Cost for Lighting Per Year

	Avg. Lighting Hours per Night Per Field	# Nights Per Field (1)	Annual Lighting Hours per Field
	3	145	435
	Lighting Cost Per Hour	Annual Lighting Hours	Annual Lighting Cost
Lower Field	\$10.16	435	\$4,422
Middle Field	\$6.32	435	\$2,751
Upper Field	\$6.55	435	\$2,850
Total	\$23.04	1,305	\$10,023
	(1) Sum of 10 nights per mo. for 12 mos. for soccer, and 5 nights per mo. for 5 months for baseball. Assumes turf fields.		

Synthetic Turf O&M

Synthetic turf maintenance cost varies depending on the source of the data. Factors that affect the cost of maintenance include the rate of usage, user type, environmental conditions and weather. The type of maintenance for turf typically includes grooming and brushing of the field, regular inspections, and trash pickup and cleaning (e.g. gum and other residues left on the turf by players). Watering of the fields before games is also a requirement during hot weather conditions to prevent overheating of the turf which could be hazardous to players.

Both the manufacturer of turf and documents from a few local cities indicate that turf maintenance should result in cost savings compared to grass fields.⁶ The cost savings would come from significant reductions in water usage and elimination of labor and materials to repair and upkeep grass. Foster City projected cost savings of about 70 percent.⁷ However, another local jurisdiction (Town of Danville) that has had synthetic turf fields for several years indicated (anecdotally) that there has not been substantial cost savings due to the heavy usage of their fields. The City of Pittsburg indicated that their maintenance practice includes monthly raking and grooming of the field, weekly washings, and daily litter pickup. This appears to indicate that turf maintenance cost could vary and may be a function of local playing conditions.

Data gathered from a few sources on water conservation from conversion to turf determines a range of potential cost savings. Water savings estimates have ranged from 75 percent (City of Davis) to

⁶ The reports by the cities (Foster City and Davis) were made prior to installation of turf at their respective fields.

⁷ 2008 Capital Improvement Program (CIP) document. Majority of savings would come from lower labor needs, and elimination of irrigation and grass maintenance.

100 percent (Foster City).⁸ It can be reasonably assumed that some degree of water savings would be realized, resulting in cost reduction.

In developing estimated maintenance cost, an assumption is made that labor to maintain synthetic fields at Community Park is 75 percent of current labor costs. Table III-4 shows the estimated labor cost per square foot.

Table III-4, Labor Cost Per Square Foot

Turf Maintenance - Labor	
Current Field Labor Cost (see Table III-1)	\$76,347
Total Sq. Ft. Sports Fields	270,100
Current Cost Per Sq. Ft	\$0.28
Assume 25% labor savings	
Turf Labor Cost Per Sq. Ft	\$0.21

Water savings above current usage (and prior to mandated conservation measures in Contra Costa County) is assumed at 60 percent as a conservative estimate. In addition, other maintenance cost items such as rodent control and park supplies are assumed to be reduced. Table III-5 provides the estimate of synthetic turf maintenance cost.

⁸ Ibid.

Table III-5, Estimated Synthetic Turf Maintenance Cost Per Year

Turf O&M	
Water	
FY 2008-09 Projected	\$70,388
Water % @ Community Park for fields (1)	85%
% water savings from turf. (2)	60%
Water Cost	\$23,932
Turf Labor Maint. (3)	
Lower Field	\$26,224
Middle Field	\$16,133
Upper Field	\$14,903
Subtotal	\$57,260
Labor Contingency (10%) (4)	\$5,726
Turf Labor Cost	\$62,986
Other budgeted cost impacts from turf	
Field Prep	\$3,000
Gas & Electric Service (5)	\$1,704
Rodent/Pest Animal Control (6)	\$3,784
Park Supplies (7)	\$3,803
Other Items Cost	\$12,290
Total Turf Cost	\$99,208

(1) Estimate provided by City Maintenance Supervisor.

(2) Water usage is assumed at 40% of pre-mandated conservation levels. 60% savings rate is used as a conservative estimate, assuming synthetic turf will require periodic watering to keep the fields cool prior to use.

(3) Cost per square foot multiplied by field sq. ft. Assumes brushing and grooming, and general maintenance.

(4) A 10% contingency for labor maintenance cost is added as a conservative measure.

(5) Assumes same energy use for irrigation of fields as current condition.

(6) Assumes 75% cost savings from current conditions due to installation of synthetic turf.

(7) Assumes 75% cost savings from current conditions due to installation of synthetic turf.

The sum of lighting and synthetic turf maintenance cost is shown in Table III-6, and compared to the status quo cost. There is anticipated cost savings from conversion to turf, primarily through assumed labor savings and water conservation. Lighting cost adds to the overall expenditures, but energy efficient fixtures helps to minimize energy usage.

**Table III-6, Summary of Annual O&M Cost
And Comparison to Status Quo**

Annual O&M Cost	
Lighting	\$10,023
Turf	\$99,208
Total	\$109,231
Status Quo	\$171,226
Potential O&M Cost Savings	\$61,996
Percentage Cost Savings	36%

IV. USER CHARGES

Clayton currently charges hourly rental fees for use of the sports fields. These rental fees are common among cities to help recover some portion of the cost of field operations and maintenance. This section of the report, provides a comparison of fees with neighboring jurisdictions, reviews the current fee structure and cost recovery, and projects potential revenues from the field improvements.

Fee Comparison

The current hourly rates charged by Clayton are \$30 per field for adult use, and \$18 for youth. To provide perspective, the rental rates charged by Clayton for grass fields are compared to hourly rates charged in other nearby cities, park district and school district. Several of these public agencies charge rates that are dependent on group affiliation, such as being a resident versus non-resident, and non-profit/government versus business. One city, Pittsburg, charges different rates between grass fields and synthetic turf. Some also charge lighting fees per hour. Table IV-1 provides a comparison of fees for these select agencies. The Clayton rates are fairly comparable to the other agencies. In addition, the City might consider exploring alternative fee structures such as charging separate field use rates for residents and non-residents. This fee structure is currently used for rental of Clayton's picnics facilities.

Table IV-1, Field Rental Fee Comparison

Agency	Rate Per Hour (other rates are noted)		
Clayton			
Youth	\$18		
Adult	\$30		
Brentwood			
Athletic Fields (Apple Hill, Balfour Guthrie, Garin, and Oak Meadow)	\$7.19-\$13.36 (first field) \$5.14 for additional fields	depend on group affiliation (\$7.19 for nonprofit, \$10.28 for resident, \$11.30 for non-resident, and \$13.36 for commercial)	
Sunset Park Athletic Complex	\$15.42-\$26.05 (first field) \$5.14 for additional fields	depend on group affiliation (\$15.42 for nonprofit, \$20.05 for resident, \$22.05 for non-resident, and \$26.05 for commercial)	
Each additional field	\$5.14		
Lights	\$10.53		
Danville			
<i>Non Sports Groups</i>			
baseball/softball	\$13-\$25	depend on group affiliation (\$13 for nonprofits and government, \$20 for private, and \$25 for commercial)	
soccer	\$24-\$37	depend on group affiliation (\$24 for nonprofits and government, \$31 for private, and \$37 for commercial)	
lighting	\$18-\$20	depend on group affiliation (\$18 for nonprofits and government, \$20 for private and commercial)	
<i>Sports Alliance</i>			
soccer/lacrosse	\$5.45		
baseball/softball	\$3.35		
adult soccer	\$25.50		
Mount Diablo Unified School District			
Youth rec groups	\$12		
Full Season	\$480		
Pittsburg			
Grass Field			
Youth	\$15		
Adult	\$25		
Lights	\$15		
Synthetic Turf			
Youth Non Profit	\$35		
Adult Non Profit	\$45		
Lights	\$15		
Pleasant Hill Recreation & Park District	\$25	limited field rental (Sunday mornings for practice) per hour and a half	
Walnut Creek			
Heather Farms Sports Fields			
non-profit groups	\$25		
private or commercial groups	\$30		
season cost for community organization (70 hours)	\$1,750		

Cost Recovery

According to data provided by the Clayton Finance Department, the current rental fees charged generate about \$54,000 per year to the City's general fund, based on approximately 2,800 hours of field use by the local sports leagues and clubs. When compared to the calculated cost of \$171,000 for maintaining the grass fields, the cost recovery ratio is 32 percent. The general fund or other city sources subsidize the remaining 68 percent of cost.

Recovery of costs through user fees are regulated by State law. Generally, the fees charged can not exceed the reasonable cost of providing the service. This means that government can not make a profit on the fees charged, but can recover up to the full amount of the cost. Typically cost recovery only includes operations and maintenance services, as these expenditures, especially for park and recreation, are funded through the general fund. Capital and replacement costs may partially be recovered through user fees, but primarily through other means of paying for the investment (grants, donations, impact fees, developer agreements, and/or other taxing mechanisms).

Given the potential for maintenance cost savings from conversion of grass to synthetic turf, a certain dynamic is at play whereby cost would decrease while user revenues could potentially increase from additional playability during the winter months. With the addition of lighting, extended use of the fields year-round is also possible.

To begin the analysis of possible adjustments to rental rates and cost recovery, a first step is to determine the full cost of service that is allowable under State law. As previously mentioned, fees can be charged to recover the "reasonable" cost of services. In conducting cost recovery studies, three variables are typically included in building full cost for a city. These include direct cost, indirect cost, and central support government cost (overhead).⁹ In Clayton's case, there are direct costs as shown in the Community Park budget, and overhead cost by executive management and central support. By including the allowable variables in building the full cost, the result provides a more accurate depiction of the cost of service.

Table IV-2 provides a summary of the estimated full cost for maintaining the sports fields assuming synthetic turf and lighting. The City Finance Department provided an estimate of the general overhead rate that could be applied to direct cost in determining full cost. The direct costs are those derived from the previous chapter.

⁹ Examples of direct cost are the front line costs (e.g. maintenance staff and supplies), and indirect cost are department heads and administrative staff (Clayton does not have a Park and Rec Department). Central support government (overhead) is another type of indirect cost that covers support services provided by city administration in relation to direct costs. Administrative functions include city council, city manager, city clerk, city attorney, etc.

**Table IV-2, Estimate of Annual Full Cost of Service
Sports Fields at Community Park**

Lighting Operations	\$10,023
Turf Maintenance	\$99,208
Total Direct Cost	\$109,231
General Overhead Rate	32.81%
Overhead Cost	\$35,839
Total Full Cost	\$145,069

Recovery of full cost is dependent on goals and policies adopted by each local jurisdiction that outline the level of recovery for different city services. Park and recreation services are typically subsidized in some manner by the city given that these programs are intended to enhance the well-being of all residents and maintain the community's quality of life. On the other hand, other services such as development services usually have policies of full cost recovery.

The next step of the analysis of cost recovery assesses potential revenue streams assuming an increase in field usage due to lights and/or turf. Three possible alternatives are developed for determining a range of revenues. These alternatives include the inclusion of both lights and turf, turf only, and lights only. Current usage by existing local sports groups was reviewed from City documents and assumptions were made regarding the additional use of the fields by these groups.

Table IV-3 shows the current field usage by the local teams on an annual basis. The projected usage by the soccer groups for an additional three months in winter due to turf increases in proportion to their current monthly hours of use, and adjusted downward by 25 percent to account for winter conditions. This is shown in Table IV-4.

**Table IV-3, Field Usage by Local Sports Teams
2009 Season**

Organization	Annual Hours
ASL (adult soccer)	380
CSC (adult soccer)	216
CVLL (youth baseball)	1,355
MDSA (youth soccer)	695
YMCA	135
NCA (youth softball)	34
TOTAL:	2,815

Table IV-4, Projected Increase in Usage From Turf

Additional daytime play hours from turf.				
Additional Day Hours	Current Day Hours	Avg. # Months in Use (from city field use data)	Hours per month	Additional Hours (3 months of winter @ 75% of monthly use)
ASL (soccer)	380	8	48	107
CSC (soccer)	216	4	54	122
CVLL (baseball)	1,355	5	271	0
MDSA (soccer)	695	4	174	391
YMCA	135	5	27	61
NCA (softball)	34	3	11	0
Total	2,815		584	680

The installation of lighting significantly increases use of the fields in addition to the turf, as lighting affects the use year-round for all sport venues, whereas in concept, turf increases use only during the winter months. Using the same lighting assumptions from Table III-3, additional hours of field usage is calculated with lighting. Additional hours are estimated for lighting with and without turf (maximum usage). The total hours from both turf and lighting are shown in Table IV-5. Under the assumptions used, with both turf and lights, field use could increase by as much as 70 percent above current play. With just lights, field use could increase by close to 40 percent.

Table IV-5, Projected Total Hours of Field Use

User Group	Current Day Hours (mar-nov.)	Add'l Day Hours from turf (Dec-Feb.) (1)	Lights		Total Hours with Turf & Light	Total Hours with Light but no turf
			Night Hours/Yr. assuming turf (2)	Night Hours/Yr. assuming no turf (3)		
ASL (soccer)	380	107	360	270	847	650
CSC (soccer)	216	122	360	270	698	486
CVLL (baseball)	1,355	0	113	113	1,467	1,467
MDSA (soccer)	695	391	360	270	1,446	965
YMCA	135	61	0	0	196	135
NCA (softball)	34	0	113	113	147	147
	2,815	680	1,305	1,035	4,800	3,850
					With turf & light	With Light but no turf
projected % increase of field use					71%	37%
Notes:						
(1) See prior table additional daytime play hours from turf.						
(2) For soccer, assume 3 hrs per night x 3 soccer fields x 12 months x 10 nights/month divided by 3 user groups. For baseball, assume 3 hrs per night x 3 baseball fields x 5 months x 5 nights/month divided by 2 user groups.						
(3) For soccer, assume 3 hrs per night x 3 soccer fields x 9 months x 10 nights/month divided by 3 user groups. For baseball, assume 3 hrs per night x 3 baseball fields x 5 months x 5 nights/month divided by 2 user groups.						

The potential revenue generated from increased field usage is quantified using the existing fee rates. Table IV-6 presents the range of revenues under the different options of turf and lighting. The full cost of service under each option also varies to account for the infrastructure. The option of lighting and no turf has the highest full cost of service because the status quo cost (plus overhead) is used for the sports fields in addition to the lighting operations added on top. The option of turf plus lighting would result in the highest cost recovery at 69 percent. The lowest would be lighting with no turf at 33 percent cost recovery. In contrast, if the City chooses to recover its full cost of maintaining the turf fields and lighting, the current hourly rates for both adult and youth rentals would have to increase by \$8 for adults and \$10 for youth (to \$38 per hour for adult rental, and \$28 for youth rental), plus assuming the increased hours of field use.

**Table IV-6, Potential Revenue from Increase Field Use
Existing Field Rental Rates**

Organization	Additional Hours with Turf & Lighting	Additional Hours with Turf & No Lighting	Additional Hours with Lighting & No Turf	Current Hourly Rate	Additional Revenue with Turf & Lighting	Additional Revenue with Turf & No Lighting	Additional Revenue with Lighting & No Turf
ASL (soccer)	467	107	270	\$30	\$14,006	\$3,206	\$8,100
CSC (soccer)	482	122	270	\$30	\$14,445	\$3,645	\$8,100
CVLL (baseball)	113	-	113	\$18	\$2,025	\$0	\$2,025
MDSA (soccer)	751	391	270	\$18	\$13,517	\$7,037	\$4,860
YMCA	61	61	-	***No charge for field usage***	\$0	\$0	\$0
NCA (softball)	113	-	113	\$18	\$2,025	\$0	\$2,025
Total	1,985	680	1,035		\$46,018	\$13,888	\$25,110
Existing Revenue					\$54,191	\$54,191	\$54,191
Total Potential Revenue					\$100,209	\$68,079	\$79,301
Cost of Service					\$145,069	\$131,758	\$240,717
Cost Recovery					69.1%	51.7%	32.9%

Field Light Fee

The fee comparison with other jurisdictions showed that a few cities that have lights charge a separate hourly fee to recover their lighting cost. The full cost of operating lights by field is presented in the following table, which includes the central government overhead rate. This full cost could also represent the proposed hourly fee to achieve full cost recovery.

Table IV-7, Field Light Fee

Lighting Fees		
Based on Cost to light each field for one hour		
Lower Field	\$10.16	per hour
Middle Field	\$6.32	per hour
Upper Field	\$6.55	per hour
Indirect cost city general overhead rate	32.81%	
Full Cost Lighting/Fee		
Lower Field	\$13.50	
Middle Field	\$8.40	
Upper Field	\$8.70	

V. RETURN ON INVESTMENT

The estimated return on investment in the sports fields at the Community Park is measured both in quantitative and qualitative terms. There are various potential community benefits of lighting and synthetic turf for the Clayton fields, some that can be measured quantitatively in relatively easy terms, and others that cannot. The quantitative measures include total fee revenues that are estimated to be generated from field availability and reduction of “rain outs”, and the estimated cost savings in operations and maintenance. Other benefits that are expressed more in qualitative terms include safer playing conditions, increased community attractiveness, business opportunities to sponsor and advertise, and enhanced community quality of life.

Staff reports from other cities that have recently installed synthetic turf or are in the installation process indicated several benefits including the natural look of turf, improvements to player safety, and improved prevention of the ultra-violet degradation to the turf. Safety becomes more apparent during the latter part of sports seasons when the natural grass is typically worn down to dirt and surfaces can become uneven. In addition, there are improved foot release characteristics from the engineered sand and rubber infill material that is similar to natural grass, while player fatigue is reduced. User groups have indicated that playing on a state-of-the-art synthetic grass surface is more enjoyable and safer, while adding value to the entire community. These features complement the water conservation and maintenance cost savings benefits. Furthermore, there is a reduction in greenhouse gases by not having to mow the grass on a regular basis, and reduction in run-off into the storm water system from irrigated fertilized fields.¹⁰

On the other side, it is recognized that the upfront cost of turf installation is higher than natural grass (\$2.50 per square foot for grass versus \$4.75 per square foot for turf).¹¹ In addition, the “useful” life of the turf material is determined by many factors including rate and type of usage, weather, and level of maintenance and care. One survey interviewee suggested that young sports players might have a tendency to find and pick at the seams of the turf which could also adversely affect turf life. When synthetic turf is replaced after its typical useful life of between 10 and 15 years, the replacement cost for new synthetic turf for all the Clayton fields would range between \$1.215 million to \$1.283 million using today’s per square foot averages of between \$4.50 and \$4.75. In addition, there are other concerns ranging from potential extreme field temperatures during hot days, to fencing and field restrictions, to testing for environmental risks from the turf materials (i.e. lead dust and carcinogens) and health risks (germs/sweat that is not washed out).

The quantitative return on investment is shown using two measures. One is a cost analysis that determines the average cost per hour of use over the life of turf versus grass. The second provides a ratio of benefits to cost expressed as a percentage of the capital investment. Each is presented by the following.

¹⁰ It is recognized that increased availability of the fields may result in more cars and therefore increased greenhouse gases above existing conditions. In addition, emissions from stadium type lighting could result from their use.

¹¹ Per square foot data from FieldTurf brochure.

Cost Analysis

A cost analysis is undertaken that shows the estimated capital and maintenance cost for both turf and natural grass over the course of a 12-year assumed life. By using existing cost assumptions combined with the estimated use of the fields under each type of playing surface, an average cost per hour of use is determined as shown in Table V-1. The analysis shows that the estimated maintenance savings plus the additional hours of field use more than compensates for the higher up-front turf materials cost. The average use cost is approximately \$30 less per hour under synthetic turf. However, the City will need to explore additional ways to fund replacement of synthetic turf such as other grant monies.

Table V-1, Cost Analysis of Synthetic Turf Versus Natural Grass, Over 12-Year Life

	Turf (12 yrs.)	Grass (12 yrs.)
Cost Factors (Assume total square footage of 270,100 for Clayton sports fields)		
Base: Excavation, preparation, engineering (\$4.00 sq. ft)	\$1,080,400	\$1,080,400
Materials (1)		
Sod (\$2.75 sq. ft.)		\$742,775
Turf (\$4.75 sq. ft.)	\$1,282,975	
Maintenance (2)		
Sod (\$171,226 per year)		\$2,054,716
Turf (\$99,208 per year)	\$1,190,498	
Total Cost Over 12 Years	\$3,553,873	\$3,877,891
Use (play) hours (3)		
Sod (2,815 hrs/yr)		33,780
Turf (3,495 hrs/yr)	41,940	
Average Cost Per Hour of Use	\$84.74	\$114.80

Notes:

- (1) Cost per square foot taken from FieldTurf company brochure.
- (2) Maintenance cost from Table III-6.
- (3) Use hours from Table IV-4.

Benefit to Cost Ratio

The infrastructure investments assumed for this analysis include the major infrastructure components of lighting, turf and parking. The other cost components of bleacher expansion and concession stand are excluded for purposes of this analysis, although their inclusion would marginally affect the cost ratio. The quantifiable benefits used for this measure include the total fee revenues that are estimated to be generated from field availability, and the estimated cost savings in operations and maintenance.

One scenario provides the benefit to cost ratio for all three infrastructure elements, while other scenarios isolate the lighting and turf, respectively, to present a series of cost ratios. For each scenario, the result is the level of benefits expressed as a percentage of the capital investment during its useful life. The calculations are presented in Table V-2.

The benefits to cost ratios vary depending on which infrastructure is included in each scenario and the low/high range of capital cost estimates. With a lower capital investment cost, the return on investment increases, and vice versa. With all major sports field infrastructure, the return on investment ranges from 37 percent to 67 percent (mid-range of 52 percent). With synthetic turf only, the return on investment ranges from 39 percent to 78 percent (mid-range of 59 percent). With lighting only, the return on investment is approximately 82 percent, assuming the maintenance free aspect of the investment and its longer useful life of about 20 years.

**Table V-2, Benefit to Cost Ratios
Sports Field Improvements, Over 12-year Life for Turf
And 20-Years for Lighting**

	Lighting, Synthetic Turf and Parking	
	Low Cost	High Cost
Capital Investment Cost (1)	\$3,168,100	\$5,736,900
Benefits (12 yrs. turf/20 yrs. lights) (2)		
<i>Total Fee Revenues (\$108,869 per yr.)</i>	\$1,390,887	
<i>Maint. Cost Savings (\$61,996 per yr.)</i>	\$743,947	
Total Quantified Benefits	\$2,134,834	
Return on Investment	67%	37%

	Synthetic Turf only	
	Low Cost	High Cost
Capital Investment Cost (1)	\$2,160,800	\$4,321,600
Benefits (12 years) (2)		
<i>Total Fee Revenues (\$67,622 per yr.)</i>	\$811,469	
<i>Maint. Cost Savings (\$72,018 per yr.)</i>	\$864,218	
Total Quantified Benefits	\$1,675,686	
Return on Investment	78%	39%

	Lighting only	
	Low Cost	High Cost
Capital Investment Cost (1)	\$843,300	\$843,300
Benefits (20 years) (2)		
<i>Incremental Fee Revenues (\$34,587 per yr.)</i>	\$691,739	
<i>Maint. Cost Savings (\$0 per yr.)</i>	\$0	
Total Quantified Benefits	\$691,739	
Return on Investment	82%	82%

Notes:

(1) Cost from Table II-7

(2) Turf benefits are over assumed 12-year useful life. Lighting benefits are over assumed 20-year useful life. Cost savings data from Table III-6. Fee revenue data from Table IV-6. Incremental lighting revenues includes revenues generated from rental of field lights at average of \$10/hour. This is in addition to the field rental revenues.

VI. MARKET POTENTIAL

The investment in lighting and synthetic turf at the Community Park could serve many potential benefits. These benefits are partly documented in this report and can be readily found in other literature. From a perspective of safer playing conditions compared to grass, to increased field availability, to water and labor maintenance savings, turf has its advantages which must still be balanced against on-going concerns. Concerns range from potential extreme field temperatures during hot days, to fencing and field restrictions, to environmental risks from the turf materials (i.e. lead dust and carcinogens). Several published studies have been undertaken to analyze the risk of such pollutants, with a recent EPA preliminary report stating minimal risk.¹² However, tests are on-going to verify these findings.

This section assesses the current and potential demand for sports fields in the surrounding area. The market analysis helps determine whether Clayton's investment in lighting and turf might create additional demand for its sports field facilities. To undertake this task, an extensive phone survey was conducted with two distinct groups. One was with the local sports groups that currently use the fields at the Community Park, while the other was with the recreation departments of a number of nearby local jurisdictions. A complete listing of the agencies/sport groups and representatives contacted is contained in the appendices.

Separate survey questionnaires with input from the Clayton City Manager were developed for each group to gauge both current and potential demand for field usage. Copies of each questionnaire are provided in the appendices. A summary of the interviews is described in this section.

Local Sports Groups

Clayton city staff conducted the interviews with the seven local sports groups. Five represent youth sports, and three represent adult sports (the YMCA offers both youth and adult sports). Five are affiliated with soccer and three are affiliated with baseball/softball (the YMCA offers both sports, plus flag football). The responses to the questions are summarized as follows:

- Three of the seven groups (ASL, YMCA, and NCA) do not use fields outside of Clayton.
- Of the groups that play on fields outside of Clayton (CSC, CVLL, MDSA and Diablo FC), the locations are primarily in central Contra Costa including at school district fields and at a number of cities such as Concord. Most of the neighboring fields used by the groups were reported to do not have either synthetic turf or field lighting. Youth tournaments and travel clubs could play at night.
- Drawbacks or concerns about the existing Clayton sports fields were expressed by a number of groups. They include unsafe playing conditions due to rodent holes, dead grass areas, and general field conditions. Another expressed the lack of lighting, while another was concerned

¹² Article is reported by the Association of Artificial and Synthetic Grass Installers. July 1, 2009.
<http://www.asgi.us/2009/07/artificial-grass-sports-field-safety-study-from-epa-preliminary-details-say-surfaces-are-safe/>

Original Story from The Philadelphia Inquirer - June 30, 2009

with the distance of the fields from the downtown. The amount of the rental fee was another concern expressed as being too high.

- The majority (5 of 7) favored installation of synthetic turf. A trend from the responses was that the soccer groups were more interested in synthetic turf than the baseball/softball groups.
- The majority (5 of 7) were very interested in using the Clayton fields year-round with synthetic turf. A similar trend from the responses was that the soccer groups were more interested in year-round play than the baseball/softball groups.
- The majority (4 of 7) very much favored lighting for night play. The same trend also emerged that the soccer groups were more interested in field lighting than the baseball/softball groups.
- The majority (4 of 7) were willing to pay slightly higher rental fees for synthetic turf. The remaining were somewhat willing to pay, given the current concern by one group about the current fees.
- The majority (6 of 7) expressed increased interest in hosting and promoting sports tournaments in Clayton if synthetic turf and lighting were installed.

Local Jurisdictions

Representatives from eight local jurisdictions located in central and eastern Contra Costa were contacted. These jurisdictions represent six cities, one school district, and one park district. Most of the representatives were program and facility rental managers within their respective parks and recreation departments.

The survey questions focused on whether they have synthetic turf fields and lights, and the level of current demand and usage of their fields both locally and from possible groups outside the area. The responses to the questions are summarized as follows:

- Three of the eight local jurisdictions surveyed have existing synthetic turf fields with lighting. The Town of Danville has six turf fields (three soccer and three baseball); City of Pittsburg has one turf soccer field; and the Mount Diablo Unified School District has two football stadiums with turf fields. All jurisdictions have several lighted fields regardless of turf or grass.
- Demand is consistently high for all fields at each of the jurisdictions surveyed. Consistent among the interviewees was that first priority for field use is given to their respective local youth groups and leagues, followed by the local adult groups. Games are also prioritized over practice. One interviewee indicated having to turn away local adult sport groups because of lack of availability. Demand by these groups alone have made it difficult for any outside area groups to schedule field time. Essentially, each jurisdiction accommodates the local leagues.

- Because of strong demand year-round, fields and lights are used on a consistent basis. Those jurisdictions with lights, regardless of turf, indicated use almost every night of the week throughout the year, subject to their respective curfew times.
- Synthetic turf does generate additional demand due to its playability during the winter months. Grass fields are either closed during the winter months or rotated during the year to keep their shape.
- Outside groups seeking space for tournaments generally have not settled on fields in central and eastern Contra Costa due to the limited number of fields in each city as well as availability. Tournaments hosted by the local leagues fill up most remaining times.
- Adult soccer groups tend to be more willing to travel to an available field when demand is high, especially for night play.
- No interviewee was aware of any local study to measure the economic benefits from activities at the sports fields. Anecdotal information suggest some increased benefits from local retailers being patronized before and after events for food, gas and lodging.

Observations

The results of the surveys provide some evidence of the advantages from lighting and synthetic turf. In general, each of the jurisdictions surveyed overwhelmingly indicated the high demand for their fields, in particular with the proliferation of recreational youth and adult soccer. Demand for soccer is typically year-round when considering the number of groups and teams and practice/game schedules. Baseball/softball is usually heavy during the spring and summer months.

Adult-use tends to benefit more from the field lights in comparison to youth, as adult leagues tend to run after work hours and could extend until curfew. While youth games and practices are also held at night, the demand for such times is likely not as strong as the need from the adult groups. In addition, adult teams may have the propensity to travel further away from their home base to find a field since field use is given priority to local youth at just about all jurisdictions.

With the Clayton Community Park being within proximity to nearby jurisdictions that all expressed high demand for fields, it could reasonably be expected that improvements with turf and lights at the Clayton fields could stimulate additional demand, both by the local sports groups as well as nearby teams. As the local soccer groups expressed strong interest in turf and lighting, this tends to be consistent with the results of the surveys.

VII. POTENTIAL BUSINESS IMPACT

Facility improvements at the Clayton Community Park have the potential to enhance the local economic output within the city. Assuming that the installation of synthetic turf and lighting increases the availability of the fields, increased economic activity would occur as more people are attracted and travel to a specific location. While the other surveyed cities did not have quantitative evidence of economic benefits from their fields, they described the likely spending by the sports participants on local goods and services like food, gas and lodging. The propensity to spend also increases as discretionary income increases.

The City of Clayton *Downtown Retail Report* found that within a three-mile and five-mile radius of downtown Clayton, which would encompass the City boundaries and some outlying areas, the majority of households are classified as “Movers and Shakers”, “Brites, Lites and Li'l City”, and “Upward Bound”.¹³ These groups have several common characteristics, including being relatively affluent and having higher discretionary income, well-educated, and families with young children (with the exception of the “Brites” classification, who are primarily couples).

These household characteristics would increase the chances of economic activity to occur locally as residents leave their homes for sporting events and patronize local businesses while out of the house. Granted, the report also determined that significant retail sales leakage exist in most retail categories within Clayton. However, the more the Clayton community and surrounding households utilize local facilities throughout the year, the likely there could be greater instances of economic activity. The investment in turf and lights would attract both youth and adult segments, including families, thereby capturing a large audience of consumers.

Upon construction of the improvements, sponsorship and advertising opportunities on site may also present themselves as opportunities for local business. This enables potential further economic stimulus in the form of awareness of a retailer's service or product being advertised to an audience of local and regional based consumers. For example, local businesses might offer tournament packages to teams for goods and services after games.

¹³ These terms are developed by market analysis source Claxitas, Inc. to describe the demographic characteristics of different populations within a given area.

VIII. CONCLUSIONS

The potential investment in synthetic turf and lighting as well as other facility improvements at Clayton Community Park will be a large up-front capital expenditure, one that should be based on community need. The benefits of these investments are captured through a likely improved quality of life for the local residents through relatively safer playing conditions, additional availability for all participants, and water conservation. While it is difficult to measure all these benefits in quantitative terms, other jurisdictions that have installed the improvements appear pleased with the outcomes, as measured in the increased demand for their fields.

It is anticipated that maintenance cost would decrease compared to current conditions. However, from the experiences of some, it is undetermined as to the level of savings. The environmental and usage factors influencing maintenance will dictate the degree of savings, if any, although reduction in water use should be one favorable aspect.

In addition, it could be reasonably concluded that the average cost per hour of synthetic turf use is less than grass because of more play hours coupled with lower maintenance cost. However, capital replacement cost of synthetic turf after the useful life of 12 to 15 years needs to be considered.

Should Clayton move forward with making the investment, a few final observations and potential issues of concern are made:

- With the fields configured as combination soccer and baseball fields, Clayton would likely need to install synthetic turf on the entire grass area covering the baseball fields. No option would appear to exist to install turf only for soccer, reducing opportunities for a lower capital investment.
- Fencing and use restrictions are the norm for synthetic turf fields, giving concern to whether complete fencing can be erected around the fields.
- Lighting configurations are designed to accommodate the full baseball fields, while soccer play at night would only use the outfield portion of the fields. Alternative lighting configurations may need to be reviewed.
- If the trend in high field usage at night with lights carries into Clayton, as described by other cities, acceptability by the community would need to be addressed.
- Environmental impact evaluations will be needed that account for site impacts near open space, wildlife, and endangered species, impacts from night lighting, and neighborhood impacts.

Appendices

Appendix A: Listing of Interview Participants

Local Sports Clubs and Youth Organizations:

1. Percy Romero
ASL
2. Rob Sears
Clayton Soccer Club
3. David Shuey
Clayton Valley Little League
4. Elias Haddad
MDSA #223
5. Jennifer Beck
YMCA
6. Courtney Johnson
NorthCreek Academy
7. Dan Olavarri
President - Diablo FC

Local Jurisdictions and Districts:

1. Al Anthony
Recreation Specialist
City of Antioch
2. Dave Peters
Recreation Supervisor – Sports
Pleasant Hill Recreation and Park District
3. Rosemarie
Admin Office
Mt. Diablo Unified School District
4. Sue Barry
Recreation Supervisor
City of Brentwood Parks and Recreation
5. Bruce Stanley
Program Manager - Sports & Events, Facility Operations & Programs
City of Concord Community and Recreation Services

6. Christine Mabry
Recreation Program Supervisor

Nicole Watson
Facilities Coordinator
Town of Danville
7. Lollie Gutierrez
Recreation Coordinator

Anthony Baldazo
Park Supervisor
City of Pittsburg
8. Leo Harrod
Recreation Manager, Facilities Rental
City of Walnut Creek

Lighting Manufacturer

Jasen Deniz, Sales Representative
Musco Sports Lighting, LLC

Synthetic Turf Manufacturer

Darren Gill, VP Marketing
Fields Turf, Montreal Canada

Andrew, local Fields Turf representative
Santa Rosa

Appendix B: Survey Forms

Date of Survey:

Interviewer:

Interviewee:

Questions for local sports leagues:

1. For what sport(s) does your team currently use the Clayton sports fields?
 - a. youth/adult soccer? Recreation League or Travel Club?
 - b. youth baseball?
 - c. youth/adult softball?
 - d. lacrosse or other field sport?
2. Do you use fields other than in Clayton for league/tournament play?
 - a. If yes, where else do you play?
 - b. Do these fields have synthetic turf?
 - c. Do these fields have lights for night play?
3. Are there current drawbacks to or deficiencies for use of the Clayton ballfields?
 - a. If yes, what are they?
4. Would synthetic turf fields interest your team to use the Clayton ballfields more?
5. How interested would you be in using the Clayton ballfields at night for games or practice due to possible new field lights?
Very Much_____ Somewhat_____ Maybe_____ Not at all_____
6. How interested would you be in using the Clayton ballfields year round for games or practice due to availability of synthetic turf fields?
Very Much_____ Somewhat_____ Maybe_____ Not at all_____
7. How willing would you be to pay slightly higher user fees for playing on synthetic turf to help the City recover its cost of investment?
Very Willing_____ Somewhat_____ Maybe_____ Not at all_____
 - a. If not at all, does this mean you are satisfied with current availability and playability of Clayton's grass fields?
8. Would synthetic turf, year-round, and night play increase your interest for hosting and promoting sports tournaments in Clayton?

SURVEY FORM

Date of Survey:

Interviewer:

Interviewee:

Questions for local cities/districts:

1. Do you currently have any public sports fields that are synthetic turf?
 - a. If yes, did the City install them or did someone else donate or pay for them?
 - b. If yes, has there been more community interest or sports demand for the synthetic field versus grass field?
2. Do any of your public sports fields have lights for night play?
 - a. If yes, how often are they used for night play? (as a percentage of the year, quarter or month).
3. What is the general demand for your sports fields for tournament and league play? (as a percentage of the year, quarter or month).
4. Have there been requests or needs to provide additional sports fields for large tournaments or league play?
 - a. If yes, to what extent are the needs? (e.g. number of additional fields or greater time availability)
5. Is there demand for your sports fields from out-of-area sports leagues?
 - a. If yes, how far away? (in miles or area location)
6. Have the sports fields generated increased economic activity for adjacent commercial areas, restaurants and lodging establishments in your City?

If yes, can you describe what type of economic activity? Do you have any data relating to the economic impacts from local sports field use?

Appendix C: Sample Bid Schedules

Davis Playfields Park, October 2008

PROPOSAL Playfields Park All Weather Field CIP No. 8201

Bid Items					
A	PROJECT START UP				
1.	Mobilization	1	LS	\$3,800.00	\$ 3,800.00
2	Construction Survey	1	LS	\$10,500.00	\$ 10,500.00
B	EARTHWORK				
1.	Earthwork/Grading - Rough				
	a. Grading on site		LS	\$150,000	\$150,000.00
	b. Haul off	3,400	CY	\$17.00	\$ 57,800.00
E	EROSION CONTROL				
1.	Temporary Construction Erosion Control Measures	1	LS	\$4,000.00	\$ 4,000.00
F	METAL WORKS / FENCING				
1	4' Ornamental Tubular Steel Fencing and gates	365	LF	\$120.00	\$ 43,800.00
2	6 Gauge Chain Link Fencing	2,172	SF	\$10.00	\$ 21,720.00
3	9 Gauge Chain Link Fencing	2,172	SF	\$8.00	\$ 17,376.00
4	Portable Soccer Goals	2	PAIR	\$5,200.00	\$ 10,400.00
G	HARDSCAPE / FLATWORK				
1	Synthetic Turf (all rubber infill, 2" ht. tuft)	91,555	LS	\$4.62	\$ 423,332.00
2	Field Composite Drain (1" x 12")	5,252	LS	\$4.00	\$ 21,008.00
3	8" Perforated Drain Pipe	1,182	LF	\$35.00	\$ 41,370.00
4	Rock Drainage Base (6" thick)	2,915	TONS	\$19.00	\$ 55,385.00
5	Pedestrian Concrete Paving	3,927	SF	\$9.00	\$ 35,343.00
6	Field Edge Curb	439	LF	\$40.00	\$ 17,560.00
7	Modify Existing Storm Drain Inlets	3	EA	\$1,000.00	\$ 3,000.00
H	ARCHITECTURE/STRUCTURES				
1	16'x16' Storage Structure	1	LS	\$62,000.00	\$ 62,000.00
4	Retaining Wall	90	FF	\$150.00	\$ 13,500.00
I	IRRIGATION				
1	Irrigation of Synthetic Fields	1	LS	\$45,000.00	\$ 45,000.00
J	LANDSCAPE				
1	Soil Preparation / Fine Grading	20,000	SF	\$0.30	\$ 6,000.00
2	Irrigation Repairs and Replacement Pump	1	LS	\$45,000.00	\$ 45,000.00
4	Landscape Turf (Hydroseeding)	20,000	SF	\$0.09	\$ 1,780.00
K	LANDSCAPE MAINTENANCE				
1	90-Day Maintenance	20,000	SF	\$0.06	\$ 1,200.00

CONSTRUCTION TOTAL

\$1,090,874.00

Sample Bid Schedules
Foster City Sea Cloud and Catamaran Parks, January 2008

Section 00510
BID SCHEDULE
(REVISED 11/10/2008)

PARK A. - SEA CLOUD PARK

Item No.	Description of Item	Quantity	Unit	Unit Cost	Extension
1A.	Mobilization/ Bonding/ General Conditions	1	L.S.	47,024.55	47,024.55
2A.	Construction Fencing	1	L.S.	5,000.00	5,000.00
3A.	Stabilized Construction Entry	1	L.S.	3,000.00	3,000.00
4A.	Filter Roll Barrier	1	L.S.	5,000.00	5,000.00
5A.	Storm Drain Inlet Filter	3	EA.	125.00	375.00
6A.	Pothole Existing Utilities	1	L.S.	2,580.00	2,580.00
7A.	Site Demolition	1	L.S.	10,000.00	10,000.00
8A.	Native Soil Off-Haul	1,939	C.Y.	10.00	19,390.00
9A.	Tree Protection	52	EA.	85.00	4,420.00
10A.	Surveying	1	L.S.	10,000.00	10,000.00
11A.	Rough Grading	106,710	S.F.	0.12	12,805.20
12A.	Storm Drain Line - 8"	233	L.F.	25.00	5,825.00
13A.	Perforated Sub-drain - 4"	742	L.F.	24.00	17,808.00
14A.	Catch Basins	1	EA.	1,000.00	1,000.00
15A.	Raise Existing Catch Basin	1	EA.	300.00	300.00
16A.	Clean Outs	4	EA.	400.00	1,600.00
17A.	Utility Connection	1	EA.	250.00	250.00
18A.	Synthetic Turf and Striping	78,990	S.F.	4.65	367,303.50
19A.	Brook, Fine Grading, Geotextile, Quarry Fines	78,990	S.F.	3.25	256,717.50
20A.	P.T.D.F. Header	1,180	L.F.	7.00	8,260.00
21A.	12" Concrete Edgeband	1,135	L.F.	22.25	25,253.75
22A.	Control Valves	5	EA.	500.00	2,500.00
23A.	Gate Valves	8	EA.	400.00	3,200.00
24A.	Quick Coupler Valves	12	EA.	200.00	2,400.00
25A.	Spray Nozzles	109	EA.	35.00	3,815.00
26A.	Rotors	26	EA.	50.00	1,300.00
27A.	Main Line	1234	L.F.	8.00	10,032.00
28A.	Lateral Line	2313	L.F.	4.00	9,252.00
29A.	Sleeves	57	L.F.	10.00	570.00
30A.	Adjustment of Existing Irrigation	1	L.S.	500.00	500.00
31A.	Soil Prep	27,720	S.F.	0.22	6,098.40

Section 00510
BID SCHEDULE
(REVISED 11/10/2008)

Item No.	Description of Item	Quantity	Unit	Unit Cost	Extension
32A.	Fine Grading	27,720	S.F.	6.05	1,386.00
33A.	Sod Turf	27,720	S.F.	0.50	13,860.00
34A.	Root Barrier	730	L.F.	6.00	4,380.00
35A.	Landscape Maintenance - 60 Days	27,720	S.F.	0.08	2,217.60
Subtotal - Sea Cloud Park					865,393.50

PARK B. - CATAMARAN PARK

Item No.	Description of Item	Quantity	Unit	Unit Cost	Extension
1B.	Mobilization/ Bonding/ General Conditions	1	L.S.	62,699	62,699
2B.	Construction Fencing	1	L.S.	5,000.00	5,000.00
3B.	Stabilized Construction Entry	1	L.S.	2,500.00	2,500.00
4B.	Filter Roll Barrier	1	L.S.	5,000.00	5,000.00
5B.	Storm Drain Inlet Filter	2	EA.	125.00	250.00
6B.	Pothole Existing Utilities	1	L.S.	2,500.00	2,500.00
7B.	Site Demolition	1	L.S.	10,000.00	10,000.00
8B.	Native Soil - Off-Haul	10,815	C.Y.	10.00	108,150.00
9B.	Tree Protection	17	EA.	85.00	1,445.00
10B.	Surveying	1	L.S.	10,000.00	10,000.00
11B.	Rough Grading	154,108	S.F.	0.15	23,116.20
12B.	Storm Drain Line - 6"	220	L.F.	20.00	4,400.00
13B.	Storm Drain - 8"	64	L.F.	25.00	1,600.00
14B.	Perforated Sub-drain - 4"	716	L.F.	24.00	17,184.00
15B.	Track Trench Drain	664	L.F.	52.00	34,528.00
16B.	Catch Basins	1	EA.	1,000.00	1,000.00
17B.	Clean Outs	7	EA.	400.00	2,800.00
18B.	Bulkhead Connection	2	EA.	200.00	400.00
19B.	Synthetic Turf and Striping	68,180	S.F.	4.65	317,037.00
20B.	Brook, Fine Grading, Geotextile, Quarry Fines	68,180	S.F.	3.25	221,585.00 ✓
21B.	P.T.D.F. Header	1,074	L.F.	7.00	7,518.00
22B.	All-Weather Track Surface w/Concrete Base	6,553	S.F.	16.00	104,848.00
23B.	12" Concrete Edgeband	1,117	L.F.	8.50	9,494.50
24B.	12" Concrete Mowband	478	L.F.	13.20	6,309.60
25B.	Control Valves	19	EA.	500.00	9,500.00
26B.	Gate Valves	10	EA.	350.00	3,500.00
27B.	Quick Coupler Valves	15	EA.	200.00	3,000.00

Section 00510
BID SCHEDULE
(REVISED 11/10/2008)

Item No.	Description of Item	Quantity	Unit	Unit Cost	Extension
28B.	Spray Nozzles	120	EA.	35. ⁰⁰	4,200. ⁰⁰
29B.	Rotors	117	EA.	50. ⁰⁰	5,850. ⁰⁰
30B.	Bubblers	152	EA.	15. ⁰⁰	2,280. ⁰⁰
31B.	Main Line	1434	L.F.	7. ²⁵	10,396. ⁵⁰
32B.	Lateral Line	5456	L.F.	3. ³⁰	18,004. ⁸⁰
33B.	Adjustment of Existing Irrigation	1	L.S.	500. ⁰⁰	500. ⁰⁰
34B.	Soil Prep	77,988	S.F.	0. ¹⁵	11,698. ²⁰
35B.	Fine Grading	79,375	S.F.	0. ⁰²	1,587. ⁵⁰
36B.	Sod Turf	77,988	S.F.	0. ⁵⁰	38,994. ⁰⁰
37B.	Shrubs - 5 gal.	152	EA.	28. ⁰⁰	4,256. ⁰⁰
38B.	Mulch	1,387	S.F.	0. ³⁵	485. ⁴⁵
39B.	Root Barrier	151	L.F.	6. ⁰⁰	906. ⁰⁰
40B.	Landscape Maintenance - 60 Days	79,375	S.F.	0. ⁰⁵	3,968. ⁷⁵
Subtotal: Casuarina Park					1,018,991.⁵⁰
Base Bid Total - Both Parks					1,943,885

The lowest responsive responsible bidder will be determined by the Base Bid Total for Both Parks.

BID ALTERNATIVES

No. 1	Alternate Synthetic Turf Product	147,170	S.F.	4. ⁵⁰	662,265. ⁰⁰
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Identify alternate product selected:

FREDTUF TARGET XMSD

(CIP 002) See Chond Park And Casuarina Park Synthetic Turf And Park Improvement Project
Q:\Pub\Projects\CIP\ACT 002 See Chond & Casuarina Synthetic Turf\Spec\Drawings\plans.dwg

(Revision Date 11/10/2008)

ADDITIONALMENT

Appendix D: Sacramento Bee Article Regarding Synthetic Turf

This story is taken from [Sacbee / Sports](#)

Artificial turf is catching on across the region

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Published Thursday, Sep. 17, 2009

"It's like heaven out here," says John Gallagher, the athletic director at Center High School.

Gallagher watches every day as construction winds down on a new \$15 million stadium project on the Antelope campus.

The facility, scheduled to debut Oct. 2 when the Cougars play Rio Linda, will feature an artificial turf field, an eight-lane all-weather track, new lighting, bleachers to seat more than 3,000, restrooms and concession stands – all on the site where the school's former, more austere stadium once stood.

"For the community, this is going to be a nice rallying point," said Gallagher, the track and field coach and a former head football coach at the school. "It's already creating a different atmosphere. The kids are excited; the faculty is excited. It's definitely creating a buzz."

There's plenty of buzz across the region these days. Despite troubling economic times, a number of schools have built new stadiums or performed major upgrades, largely through voter-approved bond packages.

The Elk Grove Unified School District has poured more than \$10 million into field and track makeovers at its four community stadiums. The El Dorado Union School District has invested a similar amount in installing artificial surfaces at Oak Ridge, Ponderosa, El Dorado and Union Mine, part of Measure Q's \$66 million school bond passed by voters last June.

Davis High's Halden Field is undergoing a \$1.5 million renovation that will include new lighting, a scoreboard and synthetic field and track.

Next month, groundbreaking is expected to take place on a \$22 million City of Sacramento-Sacramento City Unified School District sports complex on the Burbank High campus. The \$7.9 million first phase – the project's centerpiece – will be a new lighted, synthetic turf stadium with an all-weather track, bleachers, concession stands and restrooms.

Nearly 44 percent of area high school stadiums now have all-weather surfaces.

The reasons are simple: reduced maintenance costs, increased class and extracurricular school use and potential revenues in renting to outside youth and adult organizations.

"Our track already gets a lot of use by people in the community," Ponderosa athletic director Tyson Escobar says. "But now it's even more of a focal point."

From a football coach's perspective, the improved sand- and rubber-based synthetic surfaces make for a safer, more aesthetically pleasing product on the field.

"The biggest thing I've noticed is how it has cut down on the number of injuries," said Folsom coach Kris Richardson.

Folsom, Cordova and Oakmont featured the first area school stadiums to install artificial turf in 2003.

"At the old campus, the grass field wasn't in great shape, not because the district didn't try to take care of it, but just from overuse," Richardson said.

Folsom has developed one of the area's most potent spread offenses, something complemented by the flat synthetic surfaces that still play fast in rainy weather.

"I know there are some old-school types who think mud football is the way it should be," Richardson said. "But a muddy field is not good for the game."

At El Dorado High, having a new football field at one of the area's oldest schools is a huge lift not only for a struggling football program but for the entire Placerville school.

"Every team, every school should have something like this," said Cougars athletic director Joe Volek. "It's even impacted our P.E. classes. We have kids finishing the mile run because they love to run on the track now."

But are the field-and-track packages worth the costly initial outlay of \$2 million to \$3.5 million?

Patty McClellan, facilities manager for the El Dorado school district, said the new tracks installed at three schools should last for 20 years; the turf fields 10 to 12 years.

"We're going to save on mowing, fertilizer and seed, but down the road you have to replace it," McClellan said. "So does it pencil out? Some say yes, some say no. But we feel we made a good decision because of the increased educational uses and the health and fitness of our community."

Gallagher said the new Center stadium is bringing pride back to a school where, he believes, sports is a haven for teens in a neighborhood that has its share of struggles. It's also helping the school, which opened in 1983, stay competitive with nearby Antelope High, a Roseville Unified School District campus that opened last year.

"The new stadium gives us a little more identity," Gallagher said. "There is competition for kids in our area with Antelope. As a new school, they've got everything."

Agenda Date: 10-6-09

Agenda Item: 10d

No written materials for this agenda item.