CITY OF CLAYTON

Founded 1857.. Incorporated 1964

AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

TUESDAY, October 20, 2009

7:00 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 20, 2009

7:00 p.m.

1. **CALL TO ORDER CITY COUNCIL** – Mayor Pierce.

2. **CLOSED SESSIONS** –None.

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

4. **CONSENT CALENDAR**

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

(a) Approve the minutes of the regular meeting of October 6, 2009. (View Here)

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

(c) Approve the closure of the Clayton Community Library on seven (7) Sundays in calendar year 2010 for observance of certain holidays and holiday weekends. (View Here)

(d) Adopt a Resolution authorizing the City Manager to execute a Memorandum of Understanding with Martinez, Pleasant Hill and Contra Costa County for the joint operations of a shared government channel to carry government programming provided by each City and the County. (View Here)

(e) Adopt a Resolution establishing and approving pay rate schedules for certain Hourly Wage positions within the City of Clayton's employment organization. (View Here)

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Presentation: Report on services and programs provided by the Contra Costa County Fire Protection District.
(Emily Hopkins, and Battalion Chief Kevin Nieland)

6. **REPORTS**

(a) Planning Commission – Chairman Bob Armstrong
(b) Trails and Landscaping Committee – No meeting held to report.
(c) City Manager/Staff
(d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.
(e) Other

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

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

8. PUBLIC HEARING- None.

9. ACTION ITEMS

(a) Consider a Resolution approving a Memorandum of Understanding with the Central Contra Costa Sanitary District for the establishment of an unused pharmaceutical collection box at the Clayton Police Station (2nd floor of City Hall) in combination with an arrangement for a sharps (needles) drop-off/collection box serviced by Republic Services, Inc. (View Here)
(Chief of Police)

Staff recommendation: Adopt the Resolution.

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

11. ADJOURNMENT– the next regularly scheduled City Council meeting is November 3, 2009.

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MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 10-20-09

Agenda Item: 4a

TUESDAY, October 6, 2009

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:02 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 (arrived at 6:20 p.m.), Medrano and Shuey. Staff present: City Manager Gary Napper, City Attorney Dan Adams, Community Development Director David Woltering, and City Clerk Laci Jackson.

2. **CLOSED SESSION** – Mayor Pierce announced the following purposes for Closed Session and then adjourned into Closed Session at 6:02 p.m.

(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*

7:02 p.m. Report Out From Closed Session: Mayor Pierce reported the Council gave direction to the Real Property Negotiator and Legal Counsel.

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

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

(a) Information Only
1. Preliminary survey results from attendees at last Concert in The Grove Park.

Councilmember Geller reminded the public they can still provide input for the survey by going online to the City's website.

(b) Approved the minutes of the regular meeting of September 15, 2009.

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

(d) Adopted Resolution 39-2009 accepting sidewalk easement at 333 Chardonnay Circle (O'Neil).

(e) Adopted Resolution 40-2009 accepting the ARRA Street Repaving Project as complete and ordering the filing of a Notice of Completion.

5. RECOGNITIONS AND PRESENTATIONS

(a) Presentation: Annual Report on Central Contra Costa Transit Authority (CCCTA).

Gregg Manning, Board Chair, reported the CCCTA is still having monetary problems and has cut services by 25%. He stated they will have to continue cutting budgets and more services if the State of California continues taking money from transit. He stated he will continue to serve as Clayton's representative on the Authority at the leisure of the Council.

6. REPORTS

(a) Planning Commission – no meeting held to report.

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

(c) The City Manager reported last year the State of California tried to take Redevelopment money to patch their budget deficit, but the California Redevelopment Association sued and in April 2009 a Sacramento court ruled the raid was unconstitutional. The State filled an appeal last week the State dropped its appeal. However they decided to take money more redevelopment money again this year. The Clayton Redevelopment Agency expects the State will take almost $2 million from Clayton alone.

(d) City Council

Vice Mayor Stratford attended the Habitat Conservancy meeting and toured the Ang properties which are being purchased by the Conservancy and the East Bay Regional Parks District. He attended the Mayors' Conference in Oakley, the Keller Canyon waste facility tour, and the YMCA Strong Kids Campaign. He reminded citizens that the 7th CERT training class is underway.

Councilmember Geller attended the Mayors' Conference, and the tour of the Keller Canyon waste facility. He also attended the YMCA Strong Kids Campaign.

Councilmember Shuey volunteered at Oktoberfest, and met with Mayor Pierce on economic development issues.

Mayor Pierce attended the Contra Costa Transportation Authority meeting, and the ABAG Executive Board Meeting where the Hazard Mitigation Plan was approved. She also attended the Mayors' Conference and the YMCA Strong Kids event. Lastly, she attended the first meeting of the 7th CERT class and reminded citizens that donations are needed for the Clayton Counts Down New Year's Eve event.

(e) Other – None.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Sawyer Crain and Peter Voit stated they would like to have accessible bike jumps areas in Clayton and stated other cities have them. They stated good areas for the jumps might be near Regency Drive near London Court.

Mayor Pierce stated that it might be worthwhile for them to make a presentation to the Trails and Landscape Committee.

Vice Mayor Stratford stated the Boy Scouts brought this issue up in the past but the liability to the City is high and the insurance costs would increase.

The City Manager indicated they might consider talking to their State Senator and Assemblyman to help create law for public agency immunities when offering this type of recreation. He stated until there is legislation cities will be reluctant because of the increased risk and liability.

Councilmember Medrano thanked the young men for their report.

Richard Taylor reminded citizens the Clayton Halloween Ghost Walk is October 31st and those interested should meet at 8pm at Endeavor Hall.

8. **PUBLIC HEARINGS** –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.

The Community Development Director presented the staff report and stated the Ordinance clarifies the building height limitations for structures in specific districts. He stated the Ordinance also removes outdated sections.

No public comments were received.

It was moved by Councilmember Medrano, seconded by Councilmember Shuey to have the City Clerk read Ordinance No. 424 by title and number only and waive further reading (Passed; 5-0 vote).

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

It was moved by Councilmember Medrano, seconded by Vice Mayor Stratford to adopt Ordinance No. 424 (Passed; 5-0 vote).

(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).

The City Manager presented the staff report and stated the State of California has taken more than $5 million in local property tax revenues from the City of Clayton since the 1990's. In November 2004 voters approved Proposition 1A which now requires the State to pay back the money they borrow with interest and only allows them to borrow during an emergency twice in a ten year period. He stated the State will borrow $139,195 from the City of Clayton this fiscal year. He stated the cities, counties, and special districts up and down the State are joining the California Communities to sell their notes to bond holders in order to stay whole with the State's stealing. With the adoption of the

Resolution the City of Clayton will join these agencies and sell bonds; in three years the State will pay the bond holders. No City responsibility arises for bond issuance costs or repayment of bond holders.

No public comments were received.

It was moved Vice Mayor Stratford, seconded by Councilmember Geller to approve Resolution 41-2009 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 (Passed; 5-0 vote).

(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).

City Manager stated the discussion of this subject arose because of the East Bay Regional Parks Measure WW grant funds. He stated the Trails and Landscaping Committee wants to use the $492,883 grant to repair and improve the trails system (an eligible project). There were also several conversations about using the money to improve the Clayton Community Park. The City contacted Pacific Municipal Consultants to analyze the costs and benefits of a renovation project at the park for sports lights and synthetic turf. He then invited Derek Wong, PMC Consultant, up to provide the in depth report.

Mr. Wong stated it was a pleasure working on this project. He outlined the reasons for looking at synthetic turf, the methodology used for the report, the costs of different options for the project, and the possible benefits of the investment.

The Council held a lengthy discussion about the available resources, fundraising, and the concession stand and additional parking at the site.

The City Manager thanked Mr. Wong for his work on the project and stated the information provided was a comprehensive and flexible plan. He stated the parking enhancements would give the park a public safety visual from the street and provide savings to the landscaping district, as well as ease the burden on the Regency Drive neighbors.

Mayor Pierce asked for Public Comments.

Brandon Softman stated synthetic turf fields are nice to play on and that more time for field rentals would ease the burden on the playing space constraints.

Sharon Cuff stated she has two sons who play baseball and the turf gets very hot. She also questioned putting the turf on the lower field and its impact on the Middle School.

The Council continued its discussion about the parking, lighting, synthetic turf, and the possibility of fundraising to help pay for the project. They also discussed the possibility of doing the project in segments (piecemeal).

The City Manager stated the object of the research presented was to look at the totality of opportunities and get a greater understanding of the value of the project.

Mayor Pierce stated the Council might want to look at the parking aspect of the project.

The City Manager stated the Council now has the information and can incorporate it into the dialogue about future CIP projects. He stated that beyond the economics the recreation improvements could enhance the quality of life for residents and be an investment for the community. The City Manager stated even before the CIP budget talks the Council could prioritize this project at their goal setting session but that essentially the study created a vision for what can be done at the Community Park.

No action was taken; general consensus for consideration of the project components during the January 2010 Goal Setting Session.

(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.

Councilmember Geller presented his ideas about bringing a "Main Street Program" to the Town Center area. He stated the program would be a joint venture with merchants and could help stimulate the downtown by providing more events that would bring people downtown.

Vice Mayor Stratford suggested an exploratory committee be formed to see if there is buy in from the downtown business.

Councilmember Medrano stated he would like to be involved and thinks an exploratory committee is a good idea.

Mayor Pierce stated her concern that more events downtown will take more staff time that is not available.

Mayor Pierce stated an exploratory committee consisting of Councilmember Geller and Medrano could discuss the proposal with the City Manager.

11. COUNCIL ITEMS

Councilmember Shuey asked that the Council discuss how they would like to spend its Measure WW grant monies. The Council agreed they will discuss the matter at their goal setting session in 2010.

12. ADJOURNMENT– On call by Mayor Pierce the meeting adjourned at 8:55 p.m.

Respectfully submitted,

____
Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

____
Julie K. Pierce, Mayor

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 10/20/09

Agenda Item: 4b

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MERRY PELLETIER, FINANCE MANAGER

DATE: OCTOBER 20, 2009

SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION Approve the following obligations.

RUN DATE	OBLIGATION NUMBERS	TOTALS
10/02/09	16402 – 16462	$719,063.73

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

Attachments:
Invoice Distribution Report 10/16/09 (16 pages)

	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-5603-00.0.0-000 - Meeting Room Fee					
	16429 Refund Libr Dep 5/11/09	2584	CCC County Auditor		
		2	Libr Rnt Fees 5/11/09	Inv	-126.00
	Invoice number.: Libr 5/11/09				
A101-5603-00.0.0-000 - Meeting Room Fee			*** Account total ***		-126.00
A101-5791-00.0.0-000 - Overhead cost recovery					
	16457 Refund SWP 12/08 Dep 10/09	2587	Lance Brick		
		2	OH Rec SWP 12-08 10/09	Inv	-249.00
	Invoice number.: SWP 12-08				
A101-5791-00.0.0-000 - Overhead cost recovery			*** Account total ***		-249.00
A101-7220-01.0.0-000 - PERS Retirement					
	16416 Retirement PPE 10/4/09	201	CalPERS		
		1	Legislative 10/4/09	Inv	413.99
	Invoice number.: PPE 10/4/09				
A101-7220-01.0.0-000 - PERS Retirement			*** Account total ***		413.99
A101-7220-02.0.0-000 - PERS Retirement					
	16416 Retirement PPE 10/4/09	201	CalPERS		
		2	Admin 10/4/09	Inv	3,968.69
	Invoice number.: PPE 10/4/09				
A101-7220-02.0.0-000 - PERS Retirement			*** Account total ***		3,968.69
A101-7220-03.0.0-000 - PERS Retirement					
	16416 Retirement PPE 10/4/09	201	CalPERS		
		3	PW 10/4/09	Inv	2,316.72
	Invoice number.: PPE 10/4/09				
A101-7220-03.0.0-000 - PERS Retirement			*** Account total ***		2,316.72
A101-7220-04.0.0-000 - PERS Retirement					
	16416 Retirement PPE 10/4/09	201	CalPERS		
		4	Planning 10/4/09	Inv	1,176.88
	Invoice number.: PPE 10/4/09				
A101-7220-04.0.0-000 - PERS Retirement			*** Account total ***		1,176.88
A101-7220-06.0.0-000 - PERS Retirement					
	16416 Retirement PPE 10/4/09	201	CalPERS		
		5	Police 10/4/09	Inv	12,293.04
	Invoice number.: PPE 10/4/09				
A101-7220-06.0.0-000 - PERS Retirement			*** Account total ***		12,293.04

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7311-03.0.0-000 - General Supplies					
	16449 PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
		2	PW Gen Sup 9/09	Inv	87.25
	Invoice number.: PW 9/09				
A101-7311-03.0.0-000 - General Supplies			*** Account total ***		87.25
A101-7311-06.0.0-000 - General Supplies					
	16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
		3	PD Misc Supplies 9/09	Inv	148.12
	Invoice number.: PD 9/09				
A101-7311-06.0.0-000 - General Supplies			*** Account total ***		148.12
A101-7312-05.0.0-000 - Office Supplies/Expense					
	16448 Adm: Misc Charges 9/09	2349	US Bank Corp Pymt System		
		1	Adm Off Sup 9/09	Inv	463.27
	Invoice number.: Adm 9/09				
A101-7312-05.0.0-000 - Office Supplies/Expense			*** Account total ***		463.27
A101-7312-06.0.0-000 - Office Supplies/Expense					
	16412 PD Printing Services 10/09	42	City of Concord		
		1	PD Printing Ltrhd & Env 10/09	Inv	258.50
	Invoice number.: 17259				
	16413 PD Printing Services 10/09	42	City of Concord		
		1	PD Print Void Citations 10/09	Inv	13.00
	Invoice number.: 17257				
	16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
		2	PD Office Supplies 9/09	Inv	142.78
	Invoice number.: PD 9/09				
A101-7312-06.0.0-000 - Office Supplies/Expense			*** Account total ***		414.28
A101-7314-06.0.0-000 - Postage					
	16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
		4	PD Postage 9/09	Inv	77.56
	Invoice number.: PD 9/09				
A101-7314-06.0.0-000 - Postage			*** Account total ***		77.56
A101-7329-03.0.0-000 - Park Supplies					
	16449 PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
		3	PW Park Supplies 9/09	Inv	21.83
	Invoice number.: PW 9/09				
A101-7329-03.0.0-000 - Park Supplies			*** Account total ***		21.83

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7331-05.0.0-000 - Rentals/Leases						
	16407	Admin Copier Copies 9/09	2371	Konica Minolta Bus Sol-Copies		
			1	Adm Copier Copies 9/09	Inv	449.59
	Invoice number.: 213088590					
	16428	Adm-Postage Mach Lease 10/09	896	Neopost Leasing		
			1	Adm-Postage Mach Rental 11/09	Inv	221.79
	Invoice number.: N1079933					
A101-7331-05.0.0-000 - Rentals/Leases				*** Account total ***		671.38
A101-7332-02.0.0-000 - Telecommunications						
	16423	PW & Adm Cell Phones 9/09	2110	Sprint Comm (PW & ADM)		
			2	Adm Cell Phones 9/09	Inv	105.51
	Invoice number.: 089 9/09					
	16427	Long Distance 9/09	1779	Access One		
			1	City Hall Svc 9/09	Inv	4.39
	Invoice number.: 967320					
	16440	Admin ISDN Line 11/09	1573	Verizon Business		
			1	Admin ISDN Line 11/09	Inv	212.62
	Invoice number.: 66791062					
	16444	Local Phone Svc 9/09B	1243	AT&T/ CalNet 2		
			2	CH Local Phone 9/09B	Inv	206.42
	Invoice number.: 9/09B					
A101-7332-02.0.0-000 - Telecommunications				*** Account total ***		528.94
A101-7332-03.0.0-000 - Telephone						
	16423	PW & Adm Cell Phones 9/09	2110	Sprint Comm (PW & ADM)		
			1	PW Cell Phones 9/09	Inv	189.70
	Invoice number.: 089 9/09					
	16427	Long Distance 9/09	1779	Access One		
			2	PW Svc 9/09	Inv	5.11
	Invoice number.: 967320					
A101-7332-03.0.0-000 - Telephone				*** Account total ***		194.81
A101-7332-04.0.0-000 - Telephone						
	16427	Long Distance 9/09	1779	Access One		
			3	Planning Svc 9/09	Inv	17.32
	Invoice number.: 967320					
A101-7332-04.0.0-000 - Telephone				*** Account total ***		17.32
A101-7332-06.0.0-000 - Telephone						
	16402	PD Command Trl Sat Phn 9/09	2460	Globalstar LLC		
			1	PD Command Trl Sat Phn 9/09	Inv	26.88
	Invoice number.: 9/09					

	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7332-06.0.0-000 - Telephone				*** Continued ***		
	16405	PD Cell Phones 9/09	1223	Sprint Comm (PD)		
			1	PD Cell Phones 9/09	Inv	299.76
	Invoice number.: 094 9/09					
	16427	Long Distance 9/09	1779	Access One		
			5	Police Dept Svc 9/09	Inv	24.00
	Invoice number.: 967320					
	16444	Local Phone Svc 9/09B	1243	AT&T/ CalNet 2		
			7	PD Local Phone 9/09B	Inv	101.61
	Invoice number.: 9/09B					
A101-7332-06.0.0-000 - Telephone				*** Account total ***		452.25
A101-7332-07.0.0-000 - Telephone						
	16427	Long Distance 9/09	1779	Access One		
			4	Library Svc 9/09	Inv	.99
	Invoice number.: 967320					
	16444	Local Phone Svc 9/09B	1243	AT&T/ CalNet 2		
			4	Library Local Phone 9/09B	Inv	155.56
	Invoice number.: 9/09B					
A101-7332-07.0.0-000 - Telephone				*** Account total ***		156.55
A101-7338-03.0.0-000 - Water Services						
	16456	City Water Usage 8-9/09	67	Contra Costa Water Dist.		
			10	No Valley Park 8-9/09	Inv	1,280.95
	Invoice number.: D Series 8-9/09					
A101-7338-03.0.0-000 - Water Services				*** Account total ***		1,280.95
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance						
	16441	Monthly Svc 9/09	170	Western Exterminator		
			1	City Hall Ext Svc 9/09	Inv	90.50
	Invoice number.: 451983					
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance				*** Account total ***		90.50
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance						
	16441	Monthly Svc 9/09	170	Western Exterminator		
			2	Library Ext Svc 9/09	Inv	93.50
	Invoice number.: 451983					
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance				*** Account total ***		93.50
A101-7342-06.0.0-000 - Machinery/Equipment Maintenanc						
	16450	PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
			5	PD Radar Calibration 9/09	Inv	215.00
	Invoice number.: PD 9/09					
A101-7342-06.0.0-000 - Machinery/Equipment Maintenanc				*** Account total ***		215.00

	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7343-06.0.0-000 - Vehicle Maintenance					
	16446 PD Vehicle Maintenance 9/09	42	City of Concord		
		1	PD Vehicle Mtn 9/09	Inv	1,029.38
	Invoice number.: 17293				
	16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
		6	PD Car Washes & Mtn 9/09	Inv	95.28
	Invoice number.: PD 9/09				
A101-7343-06.0.0-000 - Vehicle Maintenance			*** Account total ***		1,124.66
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies					
	16449 PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
		1	PW Gas 9/09	Inv	1,648.23
	Invoice number.: PW 9/09				
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies			*** Account total ***		1,648.23
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies					
	16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
		1	PD Gas 9/09	Inv	2,631.69
	Invoice number.: PD 9/09				
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies			*** Account total ***		2,631.69
A101-7346-07.0.0-000 - HVAC Mtn & Repairs					
	16418 Library HVAC Repair 9/09	1265	ACCO Engineered Systems		
		1	Library HVAC Repair 9/09	Inv	100.51
	Invoice number.: 1374828				
A101-7346-07.0.0-000 - HVAC Mtn & Repairs			*** Account total ***		100.51
A101-7363-06.0.0-000 - Business Entertainment Expense					
	16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
		7	PD ABC Parking 9/09	Inv	8.00
	Invoice number.: PD 9/09				
A101-7363-06.0.0-000 - Business Entertainment Expense			*** Account total ***		8.00
A101-7364-02.0.0-000 - Employee Recognition					
	16435 Empl Recog Awards 10/09	2092	Kilbourne & Kilbourne		
		1	Empl Recog Awards 10/09	Inv	481.75
	Invoice number.: 65392				
A101-7364-02.0.0-000 - Employee Recognition			*** Account total ***		481.75
A101-7373-06.0.0-000 - Education & Training					
	16403 PD Training Course, DeCoite 9/	2568	CCC Sheriff - LETC		
		1	PD Tng Course, DeCoite 9/09	Inv	358.00
	Invoice number.: 10-13503				
A101-7373-06.0.0-000 - Education & Training			*** Account total ***		358.00

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7384-04.0.0-000 - Legal Notices					
	16432 CDD PH Notice 9/5/09	1648	Bay Area News Group East Bay		
		1	CDD PH Notice 9/5/09	Inv	89.80
	Invoice number.: 3250534				
A101-7384-04.0.0-000 - Legal Notices			*** Account total ***		89.80
A101-7411-08.0.0-000 - Professional Services Retainer					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		1	Eng Svc 9/26/09-10/9/09	Inv	3,375.00
	Invoice number.: 8978-8986				
		3	ABAG Haz Mt Pln 09 #8984	Inv	202.13
	Invoice number.: 8978-8986				
A101-7411-08.0.0-000 - Professional Services Retainer			*** Account total ***		3,577.13
A101-7413-02.0.0-000 - Legal Services					
	16447 Merger Legal Fees 12/08-9/09	159	Turner, Huguet & Adams		
		2	Merger Legal Fees 12/08-9/09	Inv	5,101.00
	Invoice number.: 21364-1491				
A101-7413-02.0.0-000 - Legal Services			*** Account total ***		5,101.00
A101-7414-02.0.0-000 - Audit					
	16433 Audit 08-09	2297	Moss, Levy & Hartzheim		
		1	Audit 08-09	Inv	8,000.00
	Invoice number.: 1524				
A101-7414-02.0.0-000 - Audit			*** Account total ***		8,000.00
A101-7415-02.0.0-000 - Computer Services					
	16406 Computer Svc 9/09	1905	Undercover Computers		
		1	Adm Computer Svc 9/09	Inv	300.00
	Invoice number.: SEP2009				
A101-7415-02.0.0-000 - Computer Services			*** Account total ***		300.00
A101-7417-03.0.0-000 - Janitorial Service					
	16417 Janitorial Services for 9/09	468	J & R Floor Services		
		3	City Hall 9/09	Inv	449.79
	Invoice number.: SEP2009				
	16420 Janitorial Supplies 9/09	84	Hammons Supply Company		
		3	CH Janitorial Supp 9/09	Inv	109.87
	Invoice number.: 56332				
A101-7417-03.0.0-000 - Janitorial Service			*** Account total ***		559.66

	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7417-06.0.0-000 - Janitorial Service						
	16417	Janitorial Services for 9/09	468	J & R Floor Services		
			5	PD 9/09	Inv	225.00
	Invoice number.: SEP2009					
A101-7417-06.0.0-000 - Janitorial Service				*** Account total ***		225.00
A101-7417-07.0.0-000 - Janitorial Service						
	16417	Janitorial Services for 9/09	468	J & R Floor Services		
			2	Library 9/09	Inv	2,175.00
	Invoice number.: SEP2009					
	16420	Janitorial Supplies 9/09	84	Hammons Supply Company		
			1	Library Janitorial Supp 9/09	Inv	219.76
	Invoice number.: 56332					
A101-7417-07.0.0-000 - Janitorial Service				*** Account total ***		2,394.76
A101-7417-09.0.0-000 - Janitorial Service						
	16417	Janitorial Services for 9/09	468	J & R Floor Services		
			1	Comm Pk Svc 9/09	Inv	1,000.00
	Invoice number.: SEP2009					
	16420	Janitorial Supplies 9/09	84	Hammons Supply Company		
			4	Parks Janitorial Supp 9/09	Inv	109.88
	Invoice number.: 56332					
A101-7417-09.0.0-000 - Janitorial Service				*** Account total ***		1,109.88
A101-7419-01.0.0-000 - Other Professional Services						
	16426	Video City Council Mtg 10/6/09	1467	LarryLogic Productions		
			1	Video CC Mtg 10/6/09	Inv	337.50
	Invoice number.: 998					
A101-7419-01.0.0-000 - Other Professional Services				*** Account total ***		337.50
A101-7419-05.0.0-000 - Other Professional Services						
	16439	FSA Acct Admin 9/09	2500	Employee Benefit Specialists,		
			1	FSA Acct Admin 9/09	Inv	100.00
	Invoice number.: 0047659-IN					
	16452	CD Investment 10/14/09	2161	Financial Northeastern Corp		
			2	CD Inv WT Fee 10/14/09	Inv	20.00
	Invoice number.: Midfirst 10/09					
	16454	401A Plan-Fees 10-12/09	1651	ICMA Retirement Corporation		
			1	401A Plan Fees 10-12/09	Inv	125.00
	Invoice number.: 6150					
A101-7419-05.0.0-000 - Other Professional Services				*** Account total ***		245.00

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7419-06.0.0-000 - Other Professional Services				
16410 PD-Crossing Guard WE 9/26/09	1538	All City Management Services,		
	1	PD-Crossing Guard WE 9/26/09	Inv	465.00
Invoice number.: 17534				
16411 PD Live Scan 9/09	42	City of Concord		
	1	PD Live Scan 9/09	Inv	66.00
Invoice number.: 17021				
16450 PD Misc Charges 9/09	2349	US Bank Corp Pymt System		
	8	PD Bkgrnd Check 9/09	Inv	9.95
Invoice number.: PD 9/09				
16455 PD PreEmpl Poly 10/09	2585	TTI Polygraph		
	1	PD PreEmpl Poly 10/09	Inv	300.00
Invoice number.: 09-001				
A101-7419-06.0.0-000 - Other Professional Services		*** Account total ***		840.95
A101-7419-09.0.0-000 - Other Professional Services				
16441 Monthly Svc 9/09	170	Western Exterminator		
	3	Park-Ext Svc 9/09	Inv	40.50
Invoice number.: 451983				
A101-7419-09.0.0-000 - Other Professional Services		*** Account total ***		40.50
A101-7424-06.0.0-000 - Dispatch Services				
16414 PD Dispatch Svcs 7-10/09	42	City of Concord		
	1	PD Dispatch Svcs 7/09	Inv	13,191.58
Invoice number.: 17269				
	2	PD Dispatch Svcs 8/09	Inv	13,191.58
Invoice number.: 17269				
	3	PD Dispatch Svcs 9/09	Inv	13,191.58
Invoice number.: 17269				
	4	PD Dispatch Svcs 10/09	Inv	13,191.58
Invoice number.: 17269				
	5	PD Dispatch Svc 1X Chg 10/09	Inv	13,173.00
Invoice number.: 17269				
A101-7424-06.0.0-000 - Dispatch Services		*** Account total ***		65,939.32
A101-7425-06.0.0-000 - Crime Lab				
16415 PD-Crime Lab 8/09	641	CCC Office of the Sheriff-Coro		
	1	PD Crime Lab 8/09	Inv	1,785.00
Invoice number.: ClayPD-0908				
A101-7425-06.0.0-000 - Crime Lab		*** Account total ***		1,785.00

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7429-06.0.0-000 - Animal Control						
	16404	Animal Control Svc 10-12/09	1303	CCC Office of Revenue Collecti		
			1	Anim Cnt Svc 10-12/09	Inv	14,177.00
		Invoice number.: ASD M5086				
A101-7429-06.0.0-000 - Animal Control				*** Account total ***		14,177.00
A101-7430-08.0.0-000 - Well Monitoring Fee						
	16448	Adm: Misc Charges 9/09	2349	US Bank Corp Pymt System		
			2	Well Monitoring 8/09	Inv	1,546.50
		Invoice number.: Adm 9/09				
A101-7430-08.0.0-000 - Well Monitoring Fee				*** Account total ***		1,546.50
A201-7327-00.0.0-000 - Street Maintenance Supplies						
	16449	PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
			6	PW Paint 9/09	Inv	638.28
		Invoice number.: PW 9/09				
	16460	Additional Impr to TC Entry 9/	2572	Granite Construcition Co		
			2	Additional-Strt Markings 9/09	Inv	9,608.80
		Invoice number.: Chg PO 2424				
A201-7327-00.0.0-000 - Street Maintenance Supplies				*** Account total ***		10,247.08
A201-7412-00.0.0-000 - Engineering/Inspection Service						
	16445	Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
			4	Gas Tax Insp #8979	Inv	564.25
		Invoice number.: 8978-8986				
A201-7412-00.0.0-000 - Engineering/Inspection Service				*** Account total ***		564.25
A210-7311-00.0.0-000 - General Supplies						
	16438	Grass Seed 9/09	2213	Crop Production Svcs		
			1	Grass Seed 9/09	Inv	696.47
		Invoice number.: 201429				
	16449	PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
			5	PW Lndscp Sup 9/09	Inv	129.29
		Invoice number.: PW 9/09				
A210-7311-00.0.0-000 - General Supplies				*** Account total ***		825.76
A210-7338-00.0.0-000 - Water Services						
	16456	City Water Usage 8-9/09	67	Contra Costa Water Dist.		
			9	No Vally Park 8-9/09	Inv	320.24
		Invoice number.: D Series 8-9/09				
			11	City Irrigation 8-9/09	Inv	15,106.03
		Invoice number.: D Series 8-9/09				
A210-7338-00.0.0-000 - Water Services				*** Account total ***		15,426.27

	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A210-7343-00.0.0-000 - Vehicle Maintenance						
	16449	PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
			4	PW Vehicle Mtn 9/09	Inv	1,117.23
	Invoice number.: PW 9/09					
A210-7343-00.0.0-000 - Vehicle Maintenance				*** Account total ***		1,117.23
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies						
	16449	PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
			7	PW Landscape Fuel 9/09	Inv	107.37
	Invoice number.: PW 9/09					
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies				*** Account total ***		107.37
A210-7419-00.0.0-000 - Other Professional Services						
	16422	OH Waterfall Mtn 10/09	2266	Rock N Waterfall Co		
			1	OH Waterfall Mtn 10/09	Inv	650.00
	Invoice number.: 596904					
A210-7419-00.0.0-000 - Other Professional Services				*** Account total ***		650.00
A211-7310-00.0.0-000 - Supplies and Equipment						
	16421	Janitorial Supplies 9/09	84	Hammons Supply Company		
			5	Grove Pk Janitorial Supp 9/09	Inv	303.91
	Invoice number.: 56333					
A211-7310-00.0.0-000 - Supplies and Equipment				*** Account total ***		303.91
A211-7311-00.0.0-000 - General Supplies						
	16438	Grass Seed 9/09	2213	Crop Production Svcs		
			2	Grass Seed 9/09	Inv	557.18
	Invoice number.: 201429					
A211-7311-00.0.0-000 - General Supplies				*** Account total ***		557.18
A211-7419-00.0.0-000 - Other Professional Services						
	16417	Janitorial Services for 9/09	468	J & R Floor Services		
			6	Grove Park Janitorial 9/09	Inv	1,000.00
	Invoice number.: SEP2009					
A211-7419-00.0.0-000 - Other Professional Services				*** Account total ***		1,000.00
A212-7413-00.0.0-000 - Legal Services						
	16409	GHAD Legal Fees 9/09	159	Turner, Huguet & Adams		
			1	GHAD Legal Fees 9/09	Inv	74.00
	Invoice number.: 1495					
A212-7413-00.0.0-000 - Legal Services				*** Account total ***		74.00

	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A216-7412-00.0.0-000 - Engineering/Inspection Service					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		2	SW Insp #8980	Inv	57.75
	Invoice number.: 8978-8986				
A216-7412-00.0.0-000 - Engineering/Inspection Service			*** Account total ***		57.75
A216-7419-00.0.0-000 - Other Professional Services					
	16419 PW Wash Rack Mtn 9/09	2133	American Cleanway Inc		
		1	PW Wash Rack Mtn 9/09	Inv	225.00
	Invoice number.: 37324				
A216-7419-00.0.0-000 - Other Professional Services			*** Account total ***		225.00
A230-7220-00.0.0-813 - PERS Retirement-COPS					
	16416 Retirement PPE 10/4/09	201	CalPERS		
		6	PD Grant 10/4/09	Inv	900.12
	Invoice number.: PPE 10/4/09				
A230-7220-00.0.0-813 - PERS Retirement-COPS			*** Account total ***		900.12
A301-7419-00.0.0-000 - Other Professional Services					
	16453 RDA Fisc Imp Analysis 10/09	2429	Seifel Consulting Inc.		
		1	RDA Fisc Imp Analysis 10/09	Inv	1,535.61
	Invoice number.: 10233				
A301-7419-00.0.0-000 - Other Professional Services			*** Account total ***		1,535.61
A302-7413-00.0.0-000 - Legal Services					
	16408 RDA LMI Legal Fees 9/09	159	Turner, Huguet & Adams		
		1	RDA LMI Legal Fees 9/09	Inv	74.00
	Invoice number.: 1494				
A302-7413-00.0.0-000 - Legal Services			*** Account total ***		74.00
A302-7419-00.0.0-000 - Other Professional Services					
	16442 Housing Element Update 8/09	1156	PMC		
		1	Housing Element Update 8/09	Inv	1,683.97
	Invoice number.: 29280				
	16443 Housing Element Update 9/09	1156	PMC		
		1	Housing Element Update 9/09	Inv	3,500.67
	Invoice number.: 29549				
A302-7419-00.0.0-000 - Other Professional Services			*** Account total ***		5,184.64
A303-7520-00.0.0-092 - Community Park Tot Lot Upgrade					
	16430 Tot Lot Legal Svc 9/09	2491	Treppa Law Group		
		1	Tot Lot Legal Svc 9/09	Inv	60.00
	Invoice number.: 251				
A303-7520-00.0.0-092 - Community Park Tot Lot Upgrade			*** Account total ***		60.00

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A303-7520-00.0.0-106 - Clayton Rd Trail Connection					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		5	Eng Svc #8983	Inv	1,945.00
	Invoice number.: 8978-8986				
	16449 PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
		8	PW Banner Pole Supp 9/09	Inv	248.01
	Invoice number.: PW 9/09				
	16460 Additional Impr to TC Entry 9/	2572	Granite Construcition Co		
		1	Add Impr to TC Entry 9/09	Inv	893.60
	Invoice number.: Chg PO 2424				
	16461 Town Center Entry Lighting 9/0	2586	Arrow Sign Company		
		1	TC Entry Lighting 9/09	Inv	1,986.50
	Invoice number.: 1585				
	16462 Town Center Entry 9/09	2564	Maxicrete Construction		
		1	Town Center Entry 9/09	Inv	44,226.00
	Invoice number.: 4877-IN				
A303-7520-00.0.0-106 - Clayton Rd Trail Connection			*** Account total ***		49,299.11
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		6	Eng Svc #8985	Inv	4,605.75
	Invoice number.: 8978-8986				
	16458 Arterial Overlay Testing 9/09	1455	Berlogar Geotechnical Consulta		
		1	Arterial Overlay Testing 9/09	Inv	9,493.61
	Invoice number.: 215363				
	16459 Arterial Overlay 9/09	2572	Granite Construcition Co		
		1	Arterial Overlay 9/09	Inv	276,992.82
	Invoice number.: PB2				
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project			*** Account total ***		291,092.18
A303-7520-00.0.0-116 - Well Renovation Town Ctn Area					
	16437 Downtown Well Testing 9/09	560	Martell Water Systems, Inc.		
		1	Downtown Well Testing 9/09	Inv	82.00
	Invoice number.: 16959				
A303-7520-00.0.0-116 - Well Renovation Town Ctn Area			*** Account total ***		82.00
A501-7351-00.0.0-000 - Insurance Premiums					
	16425 EAP Insurance Premium 10-12/09	2181	CSAC Excess Insurance Authorit		
		1	EAP Ins Prem 10-12/09	Inv	304.98
	Invoice number.: 1020143-IN				
A501-7351-00.0.0-000 - Insurance Premiums			*** Account total ***		304.98

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A501-7413-00.0.0-000 - Legal Services					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		7	Eng Svc #8986	Inv	233.50
	Invoice number.: 8978-8986				
A501-7413-00.0.0-000 - Legal Services			*** Account total ***		233.50
A601-2730-00.0.0-006 - Library Room Rental Deposit					
	16429 Refund Libr Dep 5/11/09	2584	CCC County Auditor		
		1	Refund Libr Dep 5/11/09	Inv	200.00
	Invoice number.: Libr 5/11/09				
A601-2730-00.0.0-006 - Library Room Rental Deposit			*** Account total ***		200.00
A601-2731-00.0.0-184 - CCChurch Soap Box Derby Dep					
	16431 Soap Bx Dby Dep Refund 9/09	1615	Clayton Community Church		
		1	Soap Bx Dby Dep Refund 9/09	Inv	271.25
	Invoice number.: Soap Bx 9/09				
A601-2731-00.0.0-184 - CCChurch Soap Box Derby Dep			*** Account total ***		271.25
A601-2739-00.0.0-000 - Clayton Community Library Foun					
	16424 Library Volunteer 10/09	1160	Arlene H. Kikkawa-Nielsen		
		1	Library Volunteer 10/09	Inv	820.00
	Invoice number.: 10/09				
A601-2739-00.0.0-000 - Clayton Community Library Foun			*** Account total ***		820.00
A601-2741-00.0.0-153 - Seeno Grading Insp (10351)					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		8	Eng Svc #8981	Inv	41.50
	Invoice number.: 8978-8986				
A601-2741-00.0.0-153 - Seeno Grading Insp (10351)			*** Account total ***		41.50
A601-2744-00.0.0-189 - Riessen SW Permit 17-05					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		9	Eng Svc #8982	Inv	72.50
	Invoice number.: 8978-8986				
A601-2744-00.0.0-189 - Riessen SW Permit 17-05			*** Account total ***		72.50
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07					
	16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
		10	Eng Svc #8982	Inv	72.50
	Invoice number.: 8978-8986				
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07			*** Account total ***		72.50

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2744-00.0.0-487 - Lance Brick SWP 12-08				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	11	Eng Svc #8982	Inv	41.50
Invoice number.: 8978-8986				
16457 Refund SWP 12/08 Dep 10/09	2587	Lance Brick		
	1	Refund SWP 12/08 Dep 10/09	Inv	340.00
Invoice number.: SWP 12-08				
A601-2744-00.0.0-487 - Lance Brick SWP 12-08		*** Account total ***		381.50
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	12	Eng Svc #8982	Inv	41.50
Invoice number.: 8978-8986				
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08		*** Account total ***		41.50
A601-2744-00.0.0-518 - Weisendanger SWP				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	13	Eng Svc #8982	Inv	41.50
Invoice number.: 8978-8986				
A601-2744-00.0.0-518 - Weisendanger SWP		*** Account total ***		41.50
A601-2744-00.0.0-540 - Barnes/Pierce SWP 09-09				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	14	Eng Svc #8982	Inv	41.50
Invoice number.: 8978-8986				
A601-2744-00.0.0-540 - Barnes/Pierce SWP 09-09		*** Account total ***		41.50
A601-2744-00.0.0-549 - Anderson SWP 14-09				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	15	Eng Svc #8982	Inv	62.25
Invoice number.: 8978-8986				
A601-2744-00.0.0-549 - Anderson SWP 14-09		*** Account total ***		62.25
A601-2744-00.0.0-554 - Majestic Pool SWP 17-09				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	16	Eng Svc #8982	Inv	62.25
Invoice number.: 8978-8986				
A601-2744-00.0.0-554 - Majestic Pool SWP 17-09		*** Account total ***		62.25
A601-2744-00.0.0-555 - Clyde Constr SWP 15-09				
16445 Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
	17	Eng Svc #8982	Inv	62.25
Invoice number.: 8978-8986				
A601-2744-00.0.0-555 - Clyde Constr SWP 15-09		*** Account total ***		62.25

	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2744-00.0.0-556 - Lewis SWP 16-09						
	16445	Eng Svc 9/26/09-10/9/09	116	PERMCO, Inc.		
			18	Eng Svc #8982	Inv	41.50
	Invoice number.: 8978-8986					
A601-2744-00.0.0-556 - Lewis SWP 16-09				*** Account total ***		41.50
A601-2746-00.0.0-129 - Diablo Pt Grading Inspections						
	16436	Diablo Pt Fencing Inst+Rnt 9/0	2582	Tri-City Fence Company, Inc		
			1	Diablo Pt Fence Inst+Rnt 9/09	Inv	784.12
	Invoice number.: 0053255-IN					
A601-2746-00.0.0-129 - Diablo Pt Grading Inspections				*** Account total ***		784.12
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits						
	16434	EH Dep Refund 10/3/09	2583	Monica Cruz-Gutierrez		
			1	EH Dep Refund 10/3/09	Inv	500.00
	Invoice number.: EH 10/3/09					
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits				*** Account total ***		500.00
A702-5607-00.0.0-000 - Revenue						
	16434	EH Dep Refund 10/3/09	2583	Monica Cruz-Gutierrez		
			3	EH Rental Rsv 10/3/09	Inv	100.00
	Invoice number.: EH 10/3/09					
A702-5607-00.0.0-000 - Revenue				*** Account total ***		100.00
A702-5611-00.0.0-000 - Reserve for EH Contingencies						
	16434	EH Dep Refund 10/3/09	2583	Monica Cruz-Gutierrez		
			2	EH Rental Rsv 10/3/09	Inv	-100.00
	Invoice number.: EH 10/3/09					
A702-5611-00.0.0-000 - Reserve for EH Contingencies				*** Account total ***		-100.00
A702-7311-00.0.0-000 - General Supplies						
	16449	PW Misc Charges 9/09	2349	US Bank Corp Pymt System		
			9	PW EH Wood & Flowers 9/09	Inv	169.00
	Invoice number.: PW 9/09					
A702-7311-00.0.0-000 - General Supplies				*** Account total ***		169.00
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance						
	16441	Monthly Svc 9/09	170	Western Exterminator		
			4	End Hall Ext Svc 9/09	Inv	87.00
	Invoice number.: 451983					
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance				*** Account total ***		87.00

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A702-7417-00.0.0-000 - Janitorial Service						
	16417	Janitorial Services for 9/09	468	J & R Floor Services		
			4	End Hall 9/09	Inv	60.00
	Invoice number.: SEP2009					
A702-7417-00.0.0-000 - Janitorial Service				*** Account total ***		60.00
A999-1210-00.0.0-000 - Long Term Invest FinNorEastern						
	16451	CD Investment 10/14/09	2161	Financial Northeastern Corp		
			1	CD Investment 10/14/09	Inv	99,000.00
	Invoice number.: Pac Cap 10/09					
	16452	CD Investment 10/14/09	2161	Financial Northeastern Corp		
			1	CD Investment 10/14/09	Inv	99,000.00
	Invoice number.: Midfirst 10/09					
A999-1210-00.0.0-000 - Long Term Invest FinNorEastern				*** Account total ***		198,000.00
* Report total *				*** Total ***		719,063.73

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 10-20-09

Agenda Item: 4g

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 20 OCTOBER 2009

SUBJECT: CLOSURE OF COMMUNITY LIBRARY ON CERTAIN SUNDAYS - 2010

RECOMMENDATION

It is recommended the City Council authorize the closure of the Clayton Community Library on the following Sundays in 2010, due to experienced low patronage or recognized government holidays by the County of Contra Costa:

1.	Sunday	03 January 2010	New Year's weekend
2.	Sunday	14 February 2010	Presidents' Day weekend
3.	Sunday	04 April 2010	Easter Sunday
4.	Sunday	30 May 2010	Memorial Day weekend
5.	Sunday	04 July 2010	U.S. Independence Day
6.	Sunday	05 September 2010	Labor Day weekend
7.	Sunday	26 December 2010	Christmas weekend

BACKGROUND

In Fiscal Year 2002-2003, the City of Clayton began its partnership with the Contra Costa County Library System in offering the availability of the Clayton Community Library to patrons on Sunday afternoons. Sunday operations commenced on 14 April 2002 and ever since that time Sunday afternoons (1:00 p.m. – 5:00 p.m.) have been the highest patrons-per-hour day at our Clayton Community Library.

In calendar year 2004, the City Council commenced approval for the closure of the Library on certain Sunday afternoons that constituted actual government holidays or holiday weekends, which typically produce low patron turnout based on previous years' experience. As our City pays separately for the addition of Sunday operational hours the County defers to our authority on which Sundays to be closed during a calendar year, provided County employee paid holidays are observed per their collective bargaining agreements. Not all holiday-related weekends are closed since several holiday-weekend Sundays often generate patronage or student access needs prompted by school homework assignments over that weekend.

For example:

Holiday	Date in 2010	Patrons Per Hour
Martin Luther King, Jr. weekend	Sunday, Jan. 20th	99 (2009)

Our Branch Librarian recommends the Library remain open on this holiday-weekend Sunday due to past experience of high-volume patronage days. During fiscal year 2008-2009, Sundays remained the highest patrons-per-hour days of the six (6) days our Library is open during the week. The average hourly count for a Sunday was 82 patrons per hour, an increase from the previous year's average of 72 (+14%). The next highest patron days were Saturdays and Wednesdays (tied at 64 per hour). In a reversal of long-standing trend, Mondays experienced the lowest historical patronage count last year (59 per hour) whereas Thursdays held the cellar award since program inception. Our Library is closed on Fridays.

DISCUSSION

Our Branch Librarian requested the City examine the above-noted Sundays as acceptable closure days in 2010. In 2003, the Library was kept open on several of these holiday weekends and the facility generated very little patron traffic. Since 2004 these types of holiday weekends have been closed and the Branch Librarian indicates no complaints have been received lamenting denial of Library access. The selected holiday weekends for 2010 are expected to match public expectations and acceptance of certain holiday closures.

FISCAL IMPACT

Under the partnership with the County, the City of Clayton expects to pay approximately $115.00 per Sunday to match the County's contribution. The associated City expenses for utility costs and custodial services are further estimated at $206 per Sunday afternoon (4 hours; 1 p.m. to 5 p.m.). Therefore, the total savings in General Fund monies will be about $1,284 for the 4 proposed closures, or about $321 per Sunday. The County would expect to save approximately $2,000 over the same 4 days of closure.

Clearly, the policy question is one of what makes sense for this public service to our community when addressing certain holiday weekend closures, as opposed to this action constituting a critical budget-cutting measure.

Attachment: Clayton Branch Librarian fact sheet [1 pg.]

Clayton Community Library
Sunday Closures
2010

County Library Administration has decided to close all libraries these Sundays in the 09/10 fiscal year:

New Years Day Weekend	January 3
Sunday before President's day	February 14
Easter Sunday	April 4
Sunday before Memorial Day	May 30

Recommendations for other Sundays considered:

County Holiday	July 4	Close
Sunday before Labor Day	September 5	Close
Christmas Weekend	December 26	Close
Sunday before Martin Luther King, Jr.	January 18	Open (99 patrons per hour in 2009)

Sundays still have the highest door count of the week with an average of 82 patrons per hour during the fiscal year 08/09.

The average door count for the other 5 open days during the week for comparison:

Mondays	59
Tuesdays	62
Wednesdays	64
Thursdays	61
Saturdays	64

All door counts have increased compared to the previous 08/09 fiscal year.
The total door count for 08/09 was 140,063 – an increase of 8.9%.
Our circulation of books and other materials was 215,117 – an increase of 4.17%

Agenda Date: 10-20-09

Agenda Item: 4d

CITY OF CLAYTON

Founded 1857 . Incorporated 1964

STAFF REPORT

Approved:
Gary A. Napper **City Manager/Executive Director**

CONSENT ITEM

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **Laura Hoffmeister, Asst. to the City Manager**

MEETING DATE: **October 20, 2009**

SUBJECT: **Adopt a Resolution Authorizing the City Manager to Execute a Memorandum of Understanding with Martinez, Pleasant Hill and Contra Costa County for the Joint Operation of a Shared Government Access Channel to carry Government Programming Provided by Each City and the County**

RECOMMENDATION

Adopt the attached Resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) with Martinez, Pleasant Hill and Contra Costa County for the joint operation of a shared government access channel to carry government programming provided by each City and the County.

BACKGROUND

Comcast will no longer be providing support for our government access channel (Channel 26. The County through its CCTV television studio has offered to manage a mutually agreed to "shared governmental channel" and coordinate the broadcast and playback of the City Council meetings of Clayton, Martinez and Pleasant Hill. The agreement allows for other governmental broadcast/playback such as Planning Commission meetings and other city provided and sponsored items (such as the Clayton 4th of July Parade if done). It is unclear at this time if each cities playback will be able to be shown in all communities or if the signal is segregated as it is now (ie: Clayton/Concord; and Pleasant Hill/Martinez). Comcast engineers need to complete their evaluation of the system inter-tie at the County and their head-end in order to provide the cities with the final determination. At a minimum the system will work as it does now.

DISCUSSION

Comcast has franchise agreements with Clayton, Pleasant Hill, Martinez and Contra Costa County that requires Comcast to provide a number of community access channels. One of the conditions of the 2006 franchise renewal agreement between Comcast and the remaining members of the Cable Consortium (Clayton Concord, Martinez, Pleasant Hill, Moraga, Walnut Creek, Contra Costa County) was that in exchange for providing Public-Education-Governmental (PEG) funding and channel space available for programming Comcast would terminate its public and governmental access and support.

Comcast has indicated it intends to discontinue its management of the existing PEG channel support via the Walnut Creek studio that Clayton and others use for playback of its government programming. The franchise agreement had a minimum two year support clause to allow the cities to find or develop alternative solutions. Since this time, Concord has decided to provide its own direct programming, support staff and equipment, and Walnut Creek just recently decided to do the same. These two larger cities have much greater amount of PEG funds to be able to undertake individual direct operations, and also have Astound cable service and Astound PEG non capital funding that others do not have. Moraga does not playback its meetings and plans to evaluate a partnership with nearby St. Mary's College for future PEG opportunities.

In general the cities of Clayton, Martinez, and Pleasant Hill have upcoming impacts by the implementation of the franchise agreement terms by Comcast as our meetings are played back at the Comcast studio with their Comcast staff support. The amount of funds available through the franchise agreement to Clayton, Pleasant Hill and Martinez are too small to undertake individual operational support and studio playback facilities. The staffs of these cities have met and evaluated a variety of options over the last two years, including partnership possibilities with DVC, Cal State East Bay, and MDUSD- Adult Education. None of these partnerships were found to be viable for a variety of reasons, such as costs, staffing, lacking infrastructure connections, etc. Construction or establishment of a long term lease of private facilities and contracting to the private sector or developing a Joint Powers Authority or establishing non-profit organization (i.e.: Tri-Valley Program) were each evaluated and found not to be cost, logistically and/or technically effective.

All broadcast materials will be submitted to the County CCTV operation, which will provide the signal to Channel 26 to Comcast through their existing tie-in, and based upon a pre-approved schedule with the participating cities. The final playback times will need to be worked out with the cities as there are some conflicts with the current playback times. This arrangement will also allow for more playback scheduling possibilities than we have had with Comcast. When meetings are not being played back, each city will have the opportunity to create information screens to be broadcast on the channels bulletin board. Each city will receive training and software to allow them to actually develop and post up via internet to the schedule their bulletin board information.

The term of the agreement is for five years, with all agencies including Contra Costa County, equally sharing in the estimated upfront costs for capital equipment of $96,810, resulting in an approximate cost to Clayton of $24,202.50. The remaining capital costs needed to support the channel over the five year period are estimated to be $223,670 and will be split among the three cities on the basis of half equal share and half pro-rata based on population. Under this agreement, Clayton will pay an estimated $10,464.03 per year, Martinez will pay $17,523.06 per year and Pleasant Hill will pay $16,746.92 per year. The County will in turn pay for staffing in lieu of paying towards the $223,670 in the five year capital costs.

The City has an unrestricted fund also paid by Comcast for use in technology purposes related to government purposes. Staff will be evaluating options for use of these funds next year for web streaming of city council meetings with indexed agendas etc. The use of the PEG capital funds for a Joint PEG cable playback will not impact future consideration of Web streaming options.

FISCAL IMPACT

There is a one- time up front cost of $24,202.50 for capital equipment followed by $10,464.03 a year for capital costs for five years. The total cost over five years is $76,522.65. The MOU also allows for annual review of cost and mutually agreed to increases pursuant to a cost analysis, however not to exceed 10% annually. Even with a 10% increase annually, sufficient funds are available in the restricted PEG funds received from Comcast pursuant to the franchise agreement for both the initial costs and the costs over the 5 year period. These funds can only be used to fund capital costs associated with PEG access equipment (including but not limited to, purchasing studio and portable production equipment, editing equipment and program playback equipment) or for capital costs associated by renovation or construction of PEG related facilities (including but not limited to acquiring and or improving studios, and I-Net construction). The City may elect to use all the funds however it wants in either of the categories of Public, Education and/or Government. If the City elects not to use its funds as described in the franchise agreement the funds then revert to Comcast for their use in larger scale regional related programming PEG that they will still be providing such as Hometown Edition, Newsmakers, or Local Edition etc.

The five year term was established to allow for sufficient payback for the capital investment and to allow for reconsideration, substantial modification etc., given future technology changes. After the five years there may be other technology options for PEG. Residual funds are expected to be available after the first five years that could be considered for capital uses to whatever future PEG services might want to be pursued.

CONCLUSION

Adopt the Resolution authorizing the City Manager execute a Memorandum of Understanding (MOU) with Martinez, Pleasant Hill and Contra Costa County for the joint operation of a shared government access channel to carry government programming provided by each City and the County. Pleasant Hill City Council adopted their Resolution on October 5, 2009. The City of Martinez adopted their resolution on September 23, 2009; and the County is scheduled to consider the Resolution at the October 27th Board of Supervisors meeting.

Attachments:
Resolution No. ___-2009
Exhibit A: Memorandum of Understanding for the Joint Operation of a Shared Government Access Television Channel

RESOLUTION NO. ___-2009

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH MARTINEZ, PLEASANT HILL AND CONTRA COSTA COUNTY FOR THE JOINT OPERATION OF A SHARED GOVERNMENT ACCESS CHANNEL TO CARRY GOVERNMENT PROGRAMMING PROVIDED BY EACH CITY AND THE COUNTY

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the 2006 Cable Franchise Agreement with Comcast and other members of the Contra Costa Cable Consortium, including the Cities of Clayton, Martinez and Pleasant Hill, (herein "Cities") required Comcast to provide Public–Education-Government (PEG) funding and channel space in exchange for relieving Comcast of its obligation to provide Public and Government Access and Support other than the channel (band) for PEG; and

WHEREAS, Comcast has indicated it intends to discontinue its support of the existing PEG Channel (Channel 26 in Clayton), which includes governmental programming such as the Council meeting playback and other government submitted playbacks (i.e.: 4th of July Parade); and

WHEREAS, the Cities agree it is in the best interest of the public for each community to continue to receive access to governmental programming via cable television; and

WHEREAS, the funding for such is provided by restricted funds that can only be used for Public, Education and/or Government (herein "PEG") capital expenses; and

WHEREAS, the Cities evaluated a variety of options for PEG and received proposal from Contra Costa County (CCTV) to provide the shared government access channel; and

WHEREAS, the Cities are confident that Contra Costa County's proposal will result in a shared government access channel that will serve the respective communities well.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California, does hereby approve and authorize the City Manager to execute a Memorandum of Understanding with Martinez, Pleasant Hill and Contra Costa County for the joint operation of a shared government access channel to carry government programming provided by each city and the County generally as shown in attached Exhibit "A".

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on October 20, 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

Exhibit A to Resolution ___ - 2009

Memorandum of Understanding
Regarding Shared Use of Governmental Access Channel

This **Memorandum of Understanding** ("MOU") is entered into by and among the COUNTY OF CONTRA COSTA ("County") and the CITIES OF CLAYTON, MARTINEZ, and PLEASANT HILL (all of which shall be referred to collectively as the "Cities" and individually as "City"), effective ___________, 2009 (the "Effective Date").

RECITALS

A. Each City and the County have a franchise agreement with cable television operators owned and controlled by Comcast Corporation. Each of the franchise agreements requires Comcast to provide a number of community access channels. The Cities and the County desire to jointly operate one of these channels as a shared government access channel to carry government programming provided by each City and the County.

B. The County is willing to provide certain services related to the operation of the shared government access channel. The Cities are willing to provide the County with certain compensation in exchange for these services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Cities and County agree as follows:

AGREEMENT

1. **Shared Channel.** The Cities and the County shall jointly designate a channel as the shared government access channel (the "Shared Channel") from amongst the channels made available by Comcast for public, educational and/or government access purposes. The Cities and County shall determine in good faith procedures for programming the Shared Channel in a manner that allows each of the parties roughly equivalent opportunities for placing programming on the Shared Channel. At a minimum, each of the parties will be permitted to carry its City Council or Board of Supervisors meeting during prime time at least once each week. The Shared Channel shall be used exclusively for governmental access purposes and not for public or educational access purposes.

2. **County Responsibilities**.

(a) The County will 1) provide the playback and bulletin board operations, 2) acquire and install the equipment, software and facilities, described in Exhibit A attached hereto and incorporated herein, 3) manage the Shared Channel, and 4) adopt reasonable rules regarding the use of the Shared Channel. The equipment and facilities shall be located at the County's Contra Costa Television ("CCTV") studios at 10 Douglas Drive, Martinez.

(b) County will use its best efforts to activate the Governmental Access Channel not more than 120 days from the Effective Date of this MOU.

3. **Funding Obligations**.

(a) One-Time Payment. Each City shall pay the County a one-time payment of TWENTY-FOUR THOUSAND TWO HUNDRED AND TWO DOLLARS ($24,202) for capital costs associated with the Shared Channel. The foregoing payments shall be paid to the County no later than thirty (30) days after the Effective Date of this MOU. If a City fails to pay this amount in full by the date due, the City shall pay the County a late payment charge accruing at the rate of 1 ½% per month on the unpaid balance until paid in full. The County shall make an equivalent contribution for its share of the capital costs associated with the Shared Channel.

(b) Annual Payments.

(i) During each of the five years of the term of this Agreement, each City shall pay the county an Annual Payment in the respective amount listed below. The amounts are calculated to reflect a combination of equal shares for each City and a proportionate amount based upon the respective populations of each City so that one-half of the Annual Payment reflects an equal distribution of the projected capital expenses to be incurred and one-half of the Annual Payment reflects a proportional distribution of those costs based upon the respective populations of each City.

CLAYTON	$10,464.03
MARTINEZ	$17,523.06
PLEASANT HILL	$16,746.92

(iii) The Annual Payments shall be paid in two installments, with the first installment due thirty (30) days after the Effective Date in the first year and thirty (30) days after the anniversary of the Effective Date in subsequent years, and the second installment due six months after the Effective Date in the first year and six months after the anniversary of the Effective Date in subsequent years. If a City fails to pay any installment in full by the date due, the City shall pay the County a late payment charge accruing at the rate of 1 ½% per month on the unpaid balance until paid in full.

(c) Adjustments to Annual Payments. On or about the anniversary of the Effective Date, each year, the County's Director of the Office of Communications and Media ("Communications Director") will initiate a process to adjust the annual payment provided for in subsection (a) above for the following year, based upon cost increases and based upon any cumulative cost savings that may occur if one or more Cities is no longer a party to this MOU. The annual adjustment process will be conducted as follows:

1. Notice of Adjustment. The Communications Director will make an initial determination of the amount of the adjustment ("County Adjustment") and will notify each City in writing of the amount of the new annual payment ("Adjustment Notice").

2. Dispute Period. If any City disagrees with the County Adjustment, that City will have twenty-one (21) days after the date the Adjustment Notice is mailed to that City ("Dispute Period"), to file a written dispute with the Communications Director of the amount of the County Adjustment ("City Dispute"). The City Dispute must be made in writing and received by the County within the Dispute Period. Each City that does not file a City Dispute will be deemed to have waived the right to contest the amount of the County Adjustment.

If no City files a written City Dispute with the Communications Director during the Dispute Period, i) the County Adjustment will automatically be deemed to be accepted by each City; ii) the new annual fee, as initially determined by the Communications Director, will become effective on the applicable anniversary of the Effective Date; and iii) the annual adjustment process will be concluded.

3. Negotiation Period. If any City delivers a written City Dispute to the County during the Dispute Period, County and the disputing City will have twenty-one (21) days following County's receipt of the City Dispute to attempt to establish a new annual fee by negotiation ("Negotiation Period"). The Negotiation Period may only be extended beyond the initial twenty-one (21) day period by mutual written agreement of the disputing City and the County.

i. If, during the Negotiation Period, the negotiating parties agree on an adjustment, the Communications Director, will give notice of the agreed upon adjustment to all Cities. The new annual fee will become effective on the applicable anniversary of the Effective Date and the annual adjustment process will be concluded.

ii. If a City files a written City Dispute with the Communications Director during the Dispute Period and the parties are unable to agree on an adjustment, the Communications Director, after having considered in good faith the views of the disputing City, may adjust the annual payment in an amount not to exceed 10% of the previous year's annual payment. The Communications Director will give notice of the decision to each City, together with a written explanation of the increase. The new annual fee will become effective on the applicable anniversary of the Effective Date and the annual adjustment process will be concluded.

4. **County Use of Payments.** The Cities' payments pursuant to section 3 above are for the sole purpose of funding public, educational and/or government access capital expenses, as those terms are defined in the Federal Cable Act of 1984, as amended. The County will use these payments solely for the purpose of funding public, educational and/or government capital expenses, including capital expenses related to the Shared Channel and/or CCTV.

5. **Term**. The initial term of the MOU is five (5) years from the Effective Date. Upon agreement of the parties, the term of this MOU may be extended.

6. **Termination.** In the event that any party is in default under any material term of this MOU, any non-defaulting party may terminate this MOU on the anniversary date by giving sixty (60) days written notice to all of the other parties.

7. **Independent Contractor .** The Cities understand that County, its agents, employees and independent contractors are and shall at all times remain as to the Cities wholly independent contractors. Neither the Cities nor any of their officers or employees shall have any control over the manner by which the County performs this MOU and shall only dictate the results of the performance. County shall not represent that County or its agents, employees or independent contractors are agents or employees of the Cities. Except as the Cities may specify in writing, County shall have no authority, express or implied, to act on behalf of the Cities whatsoever as an agent.

8. **Duty of Parties to Defend, Indemnify and Hold Harmless.**

(a) County agrees to defend, indemnify and hold harmless the Cities for the County's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the performance of this MOU.

(b) Each City agrees to defend, indemnify and hold harmless the County for each City's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of each and every City in the performance of this MOU.

9. **Insurance.** County, at its cost, shall establish and maintain and/or take out and keep in force during the term of this MOU (a) Workers' Compensation Insurance pursuant to State law; (b) physical damage insurance, to include the perils of fire, lightening, the extended coverage perils and vandalism and malicious mischief on the equipment and software acquired and installed pursuant to this MOU; (c) automobile liability insurance with a limit of liability of not less than $2,000,000 per accident for bodily injury and property damage combined; and (d) public liability insurance, to include the Cities as additional insured with a limit of liability of not less than $2,000,000 per occurrence, except that the County will not insure the Cities for acts and/or claims relating to any City's broadcast, including content. It is understood and agreed by Cities that County may be self insured for all or a portion of any insurance required hereunder. County will provide written verification of the foregoing insurance coverages to the other parties to this MOU.

10. **Ownership of Documents** .

(a) Cities' Property. All documents, tapes, and other media (collectively "Media") that are developed, obtained or supplied by the Cities to the County pursuant to this MOU shall be deemed to be the property of the Cities.

(b) License to Use Media. Each City hereby grants the County a non-exclusive, irrevocable license to transmit, broadcast, exhibit, and otherwise use the Media for the purpose of providing programming on the Shared Channel.

(c) Permission to Use Media. Each City warrants, represents and agrees that it will obtain in writing all requisite consents and permissions, where appropriate, to use the Media.

11. **Lost or Destroyed Media.** The County shall not be liable for costs or damages relating to Media that is misplaced or unintentionally damaged or destroyed while in its possession.

12. **Notice.** Any notice to be given under this MOU shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following addresses:

CITIES:

Gary Napper
City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Phil Vince
City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553

June Catalano
City Manager
City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523

COUNTY:

Patricia Burke
Director
Office of Communications and Media
Contra Costa County
10 Douglas Drive Suite 210
Martinez, Ca 94553

13. **Assignment.** Neither County nor any of the Cities shall assign or otherwise transfer this MOU or the rights or obligations hereunder.

14. **Additional Services.** In the event that any of the Cities would like the County to provide production assistance or other services, that City and the County may agree to such an arrangement by executing a separate agreement.

15. **Time of the Essence**. Time is of the essence in the performance of the services under this MOU.

16. **Prohibited Interests**. No officer or employee of the Cities or the County shall have any direct financial interest in this MOU. This MOU shall be voidable at the option of the Cities or the County if this provision is violated.

17. **Governing Law.** This MOU shall be governed by California law. Any action to enforce or interpret this MOU shall be brought in a court of competent jurisdiction in Contra Costa County, California.

18. **Counterparts**. This MOU may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same MOU.

19. **Entire Agreement.** This MOU is the entire MOU between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This MOU may be amended only by written agreement signed by all parties. If agreed to in a written

addendum to this MOU signed by all parties, additional cities may be added to this agreement, provided that such additional cities shall contribute toward both the one-time costs and the annual costs in amounts determined by all parties.

COUNTY OF CONTRA COSTA

BY: ______________________ APPROVED AS TO FORM:

Title: ______________________ By: ______________________

CITY OF CLAYTON

BY: ______________________ APPROVED AS TO FORM:

Title: ______________________ By: ______________________

CITY OF MARTINEZ

BY: ______________________ APPROVED AS TO FORM:

Title: ______________________ By: ______________________

CITY OF PLEASANT HILL

BY: ______________________ APPROVED AS TO FORM:

Title: ______________________ By: ______________________

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CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 10-20-09

Agenda Item: 4e

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 20 OCTOBER 2009

SUBJECT: RESOLUTION APPROVING PAY RATE SCHEDULES FOR HOURLY POSITIONS

RECOMMENDATION

It is recommended the City Council adopt the prepared Resolution establishing and approving pay rate schedules for certain Hourly Wage positions within the City's public employment organization.

BACKGROUND

The City of Clayton utilizes two (2) categories to distinguish between its permanent and temporary (seasonal) employees. The first is the "Classified" category, which are those positions approved by the City Council as part of the permanent workforce of the organization. The Classified positions earn employment benefits and hold certain rights contained in Memoranda of Understanding (MOUs or MOAs). The other category is "Hourly Wage" positions, which typically cover temporary or seasonal positions that work less than 1,000 hours per fiscal year (note: a full work year is 2,080 hours). Hourly Wage positions are covered by Social Security, Medicare, Workers' Compensation and Unemployment Insurance but are not eligible for employment benefits provided to permanent employees in the Classified category (e.g. CalPERS; health insurances; paid vacation leave, etc.).

The City's independent auditors noted this year the current pay rates of our Hourly Wage employees have not been approved by the City Council. To implement this housekeeping item, the following Resolution has been prepared for adoption by the City Council.

FISCAL IMPACT

There is no new or increased fiscal impact to the City's Budget by adoption of this Resolution. The pay rate schedules and practices contained therein are the current pay rates and schedules presently in use by the City organization.

Attachment: 1. Resolution [2pp.]

RESOLUTION NO. – 2009

A RESOLUTION ESTABLISHING AND APPROVING PAY RATE SCHEDULES FOR CERTAIN HOURLY WAGE POSITIONS WITHIN THE CITY OF CLAYTON'S EMPLOYMENT ORGANIZATION

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the Personnel Rules and Regulations of the City of Clayton (the "Personnel Rules") recognize two (2) general categories of employment within the City's public agency organization, namely Classified and Hourly Wage employees; and

WHEREAS, Hourly Wage employees are granted only limited employee benefits and are those individuals employed by the City in positions generally referred to as "temporary" or "part-time" working less than 1,000 hours in any fiscal year period; and

WHEREAS, said Personnel Rules specify Hourly Wage employees will be paid at a rate to be determined and approved by the City Manager, and the City Council shall set a maximum hourly rate for each position within the Hourly Wage job classification; and

WHEREAS, the City presently has three (3) job classifications wherein individuals are currently employed as Hourly Wage employees: 1. Maintenance Worker – Trainee; 2. Maintenance Worker – Seasonal; and 3. Police Services Aide; and

WHEREAS, it is necessary for the City Council to formally establish and approve the respective pay rate schedules for each of the Hourly Wage positions presently being utilized within the City public organization;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, upon the recommendation of its City Manager, does hereby establish and approve the following pay rate schedules for each of the City's Hourly Wage job classifications:

1. Maintenance Worker – Trainee*
   Ages 16 through 17 years old (*must possess approved Minor's Work Permit)

   - Entry Level Pay: starts at prevailing Minimum Wage and cannot exceed $10.00 per hour, with allowable pay rate increases subject to performance raises approved by the City Manager and in increments not to exceed $1.00 per hour per month worked.

   - Journey Level Pay: after completion of Entry Level employment, pay starts at $1.00 per hour more than Entry Level Pay and cannot exceed $12.00 per hour, with allowable pay rate increases subject to performance raises approved by the City Manager and in increments not to exceed $1.00 per hour per month worked.

2. Maintenance Worker – Seasonal
   Ages 18 years or older

- Entry Level Pay: starts at $10.00 per hour and cannot exceed $12.00 per hour, with allowable pay rate increases subject to performance raises approved by the City Manager.

- Journey Level Pay: starts at $11.00 per hour and cannot exceed $14.00 per hour, with allowable pay rate increases subject to performance raises approved by the City Manager.

3. Police Services Aide

- Pay starts at $10.00 per hour and cannot exceed $14.00 per hour, with allowable pay rate increases subject to performance raises approved by the City Manager.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 20th 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

Agenda Date: 10-20-09

Agenda Item: 9a

CITY OF CLAYTON
Founded 1857 · Incorporated 1964

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CHIEF OF POLICE

DATE: OCTOBER 20, 2009

SUBJECT: APPROVE A RESOLUTION TO ADOPT A "MEMORANDUM OF UNDERSTANDING" BETWEEN THE CITY OF CLAYTON AND CENTRAL CONTRA COSTA SANITARY DISTRICT ESTABLISHING A PHARMACEUTICAL COLLECTION PROGRAM; AND A SHARPS (NEEDLES) COLLECTION BOX SERVICED BY REPUBLIC SERVICES, INC.

RECOMMENDATION

Approve a Resolution to approve the attached "Memorandum of Understanding" between the City of Clayton and Central Contra Costa County Sanitary District establishing a pharmaceutical collection program, and accept the arrangement offered by Republic Services, Inc. for their provision of a collection box for the proper disposal of "sharps" (needles) at the same location in the Clayton Police Station lobby.

BACKGROUND

In 2007, the common practice of flushing expired or unwanted pharmaceuticals down a drain or toilet became illegal. Despite this illegal practice, trace amounts of pharmaceutical drugs are still found in surface water bodies (streams, lakes, and rivers). Pharmaceuticals enter these waters through wastewater treatment plants that treat residential, commercial and/or industrial wastewater.

One way to reduce the pharmaceutical levels in surface water bodies is to reduce the amount entering wastewater treatment plants. This can be accomplished with collection programs ands educating residents and health care professionals on proper disposal methods.

As a way to gage the success of such a local collection program, the Central Contra Costa County Sanitary District (CCCSD) established a six-month pilot pharmaceutical collection program in partnership with the City of Walnut Creek and the Contra Costa County Sheriff's

Office. Collection bins were placed in four locations. One was placed in the lobby of Walnut Creek's City Hall, and collection bins were placed at three unincorporated parts of the County. Based on the amount (weight) of expired, unused, and unwanted pharmaceuticals collected at each site during this short period, coupled with positive public feedback, the program has proven to be successful.

In addition, the State of California recently enacted legislation concerning the disposal of household sharps waste (Senate Bill (SB) 1365, Statutes of 2006) that went into effect September 1, 2008. It prohibits a person from knowingly placing home-generated sharps (needles, syringes or lancets) in their trash, recyclable or green waste container. Consequently, avenues for law-abiding citizens to properly dispose of unused pharmaceuticals and "sharps" have been severely constrained as limited site opportunities exist for convenient collection and lawful disposal of these items.

DISCUSSION

The CCCSD would like to continue and expand the program and offer it to other local communities, as well. The CCCSD recently sent a letter (dated August 7, 2009) to the Clayton City Manager, offering a partnership with the City of Clayton in order to establish a pharmaceutical collection site in Clayton. In addition, Republic Services (formerly Allied Waste) wishes to augment the collection and disposal program and provide the City of Clayton a safe and convenient way to also dispose of household needles and syringes, commonly referred to as "sharps".

The United States Drug Enforcement Administration (DEA) has administrative and enforcement jurisdiction over most issues dealing with the sales and disposal of drugs and controlled substances. Because of security reasons, the DEA requires that local law enforcement actively oversee and manage pharmaceutical collection sites. For this reason the CCCSD had to prove to the DEA a viable partnership with local law enforcement could be workable before pharmaceutical collection sites could formally be established in the local jurisdictions.

HOW THE PROGRAMS WORK

If approved a pharmaceutical collection site will be located on the second floor lobby of Clayton City Hall which houses the Police Station. A locked collection container will be provided and placed at the public lobby for residents to dispense their waste medications. The collection bin is an 18 gallon container which is approximately 2' by 2' at the base and is approximately 4' in height. Collocated with the pharmaceutical collection bin would be a small container to collect sharps, which would be supplied by Republic Services, Inc. and collected by Steri-Cycle Environmental via a contract paid by Republic Services.

Under the Police Chief's direction, the Police Office Coordinator would be responsible for managing the pharmaceutical collection bin. This task would include empting the bin, weighing the contents (which are bagged), and storing the discarded medications in the Police evidence locker room until it can be collected for destruction. The CCCSD has contracted with a licensed disposal company who will make scheduled trips to each collection site, including Clayton, in order to pick up the discarded medications and arrange for proper destruction.

The CCCSD will do the following:

- Solid Waste Franchise to provide collection bin (paid for by Republic Services).
- Contract with a licensed disposal company and pay for the disposal of all collected medications.
- Provide materials needed for collection and disposal (scale, instructions, disposal bags, etc).
- Work with our solid waste franchisee to provide outreach for the program, including flyers and advertising.
- Provide labels for the bins and instructions for residents on proper use of the collection bin.

Republic Services has generously offered to pay for Clayton's pharmaceutical and sharps collection bins, hire a contractor to collect and dispose the sharps once a month, and take care of all necessary administrative paper work to start the sharps collection program.

The City of Clayton will be responsible for:

- Obtaining and maintaining DEA approval for the collection site (via letter to DEA).
- Positioning the collection bins in an inside area that is observed by law enforcement, but is accessible to the public during normal business hours.
- Ensure that law enforcement staff provides security for the collection bin.
- Law enforcement staff will maintain the collection bin by weighing the discarded pharmaceuticals, store the bagged pharmaceuticals until a disposal pick-up is scheduled, and replenish the collection bins with empty bags.
- Law enforcement staff will also bag and store discarded sharps until the contractor can pick it up.

Staff has requested approval from the DEA for the purpose of conducting a program to collect and dispose of unwanted pharmaceuticals and controlled substances in the City of Clayton. As of this date, staff has not received approval. However, staff anticipates approval from the DEA will be received within two weeks. The CCCSD has established a target date of November 1, 2009 for the collection program to begin in Clayton.

If approved, Clayton residents will have a local option and opportunity to dispose of their unused, expired and unwanted medications and sharps in an environmentally safe and convenient way. The collection programs are reserved for "household" targeted wastes, not for businesses or commercial operations.

FISCAL IMPACT

Based on the representations of CCCSD and the generous financial support of our solid waste collection franchisee, Republic Services, none of the direct costs for either program require City monetary expenditures. Indirect City expense will be incurred by having existing non-sworn Police personnel assist in the management of the collection bins and temporary storage of the contents.

Attachments:
1. City Resolution with Exhibit 1 [5 pp.]
2. Letter from General Manager of Republic Services regarding sharps collection [1 pg.]

RESOLUTION NO. - 2009

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLAYTON AND CENTRAL CONTRA COSTA SANITARY DISTRICT ESTABLISHING AN UNUSED PHARMACEUTICAL COLLECTION PROGRAM; AND APPROVING A HOUSEHOLD SHARPS COLLECTION PROGRAM WITH REPUBLIC SERVICES, INC.

THE CITY COUNCIL
City of Clayton, California

WHEREAS, there is a growing concern about the potentially adverse effects of pharmaceuticals released into the environment through treated wastewater because of illegal flushing of unwanted and expired medications down drains or toilets; and

WHEREAS, it has been proven that reducing pharmaceuticals from entering wastewater can be effectively accomplished with collection programs and educating residents and health care professionals on proper disposal methods; and

WHEREAS, there is currently no convenient method for Clayton residents to properly dispose their unwanted pharmaceuticals and household sharps (needles/syringes); and

WHEREAS, the City of Clayton and Central Contra Costa Sanitary District (CCCSD) desire to form a partnership to conduct a program to legally collect unwanted and expired pharmaceuticals from residents, including prescribed and controlled substances; and

WHEREAS, Republic Services, Inc., the City's solid waste and recyclables management franchisee, wishes to partner with CCCSD and the City by providing the City with a pharmaceutical collection bin and a sharps collection container at no cost to the City; and

WHEREAS, Republic Services will provide one sharps collection container and further contract with and pay for an environmental wastes contractor to pick up discarded sharps once a month, at no cost to the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby formally accept and approve a professional partnership with CCCSD for the establishment of an unused pharmaceutical collection site in the City of Clayton at the Clayton Police Station; and

BE IT FURTHER RESOLVED the City Council does hereby formally accept and approve a professional partnership with Republic Services, Inc., for the establishment of a household sharps collection site in the City of Clayton at the Clayton Police Station; and

BE IT FURTHER RESOLVED that the City Council does hereby approve a Memorandum of Understanding between the City and the Central Contra Costa Sanitary District (CCCSD), a true and correct copy attached as Exhibit 1 and incorporated herein as if fully set forth in this Resolution; and further authorizes and directs its City Manager to herewith sign the final Memorandum of Understanding document thereby forming a partnership with CCCSD to establish an unused pharmaceutical collection program and site in the City of Clayton.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 20th 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

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLAYTON AND CENTRAL CONTRA COSTA SANITARY DISTRICT REGARDING A PHARMACEUTICAL COLLECTION PROGRAM

This Memorandum of Understanding ("**Agreement**") is entered into effective as of November 1, 2009 ("**Effective Date**") by and between Central Contra Costa Sanitary District, a public corporation, ("**CCCSD**") and the City of Clayton, a political subdivision of the State of California, ("**City**"). CCCSD and the City are collectively referred to herein as the "**Parties.**"

WHEREAS, there is a growing concern about the potentially adverse effects of pharmaceuticals released into the environment through treated wastewater;

WHEREAS, abuse of prescription drugs by teenagers and young adults is a growing community problem;

WHEREAS, unwanted or expired pharmaceuticals lawfully in the possession of residents often includes controlled substances;

WHEREAS, the City and CCCSD desire to form a partnership to conduct a program to legally collect unwanted or expired pharmaceuticals, including prescribed and controlled substances, from residents;

NOW THEREFORE, the Parties agree as follows:

<u>Section 1</u>. The City and CCCSD will develop guidelines and procedures for managing, collecting, storing, and disposing of the pharmaceutical wastes during the pilot program. The collection of the pharmaceuticals will be under the supervision of the City.

<u>Section 2</u>. CCCSD will provide transport boxes for a secure container for the collection of unwanted or expired pharmaceuticals. The secure container will be provided by Allied Waste under a separate arrangement with the City. The City will be responsible for the routine cleaning, repair and replacement of the collection container and for changing of the transport boxes inside the collection container.

<u>Section 3</u>. CCCSD will retain and pay for a vendor who is licensed to transport and dispose of the pharmaceuticals that are collected. CCCSD will manage the vendor contract and pay for all costs of the pharmaceutical transport and disposal. The City will schedule pick-ups of pharmaceuticals from the City of Clayton Police Department.

Any contract CCCSD enters into with a vendor for the transportation and disposal of pharmaceuticals will contain a provision that the vendor will indemnify the City against all claims, costs and liability for any damages, including consequential damages, from any cause arising directly or indirectly from the services provided under the contract. The contract between CCCSD and the vendor will also contain a provision requiring the vendor to have liability insurance and name the City of Clayton as an additional insured as to all services performed by the vendor under the contract.

Section 4. The City will supervise and manage the collection of unwanted pharmaceuticals at 6000 Heritage Trail, Clayton, CA 94517. The City will remove the pharmaceuticals from the collection containers and temporarily store pharmaceutical wastes at the 6000 Heritage Trail, Clayton, CA 94517 until collection by the disposal vendor.

Section 5. CCCSD will be responsible for all costs and liabilities arising from or related to its actions under this Agreement. The City will be similarly responsible for all costs and liabilities arising from or related to its actions under this Agreement.

Section 6. The City and CCCSD will cooperate to conduct periodic evaluations to determine types, quantities and other information about the pharmaceuticals collected under this Agreement.

Section 7. The City and CCCSD will meet regularly to assess and investigate ways to improve the effectiveness of the collection of pharmaceuticals under this Agreement.

Section 8. The City and CCCSD will cooperate to promote and advertise the pharmaceutical collection program to central Contra Costa County residents. All such costs of promotion and advertisement will be borne by CCCSD.

Section 9. If mutually agreed, the City and CCCSD may conduct one-day pharmaceutical collection events at locations other than where the regular collection containers are located. CCCSD will provide the secure collection containers for the one-day events and will be responsible for the transportation and disposal of any pharmaceuticals collected and any costs associated with the transportation and disposal of the pharmaceuticals. The City will be responsible for supervising the collection event, which includes providing staff to collect, transport and temporarily store pharmaceutical wastes at 6000 Heritage Trail, Clayton, CA 94517 until collection by the disposal vendor.

Section 10. The CCCSD agrees to indemnify and hold harmless the City for the CCCSD's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the CCCSD, its officers or employees in the performance of this Agreement.

Section 11. The City agrees to indemnify and hold harmless the CCCSD for the City's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the City, its officers or employees in the performance of this Agreement.

<u>Section 12</u>. The term of this agreement shall be from the effective date set fourth above until one (1) year after such effective date. This agreement shall be automatically renewed annually thereafter. Furthermore, this Agreement may be terminated unilaterally by either Party upon thirty (30) days advance written notice to the other Party, and may be cancelled immediately by written mutual consent.

<u>Section 13</u>. Nothing contained in this Agreement is intended to or confers upon any person, other than the Parties, any rights or remedies hereunder.

<u>Section 14</u>. This Agreement may be amended only by a written document executed by the Parties. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

<u>Section 15</u>. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged remain in full force and effect.

<u>Section 16</u>. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which taken together constitute one instrument.

<u>Section 17</u>. This Agreement is governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, This Agreement is signed and agreed to by the City and CCCSD and is effective as of the Effective Date.

City of Clayton

By: ______________________________
City Manager

APPROVED AS TO FORM:

By: ______________________________
City Attorney

Central Contra Costa Sanitary District

By: ______________________________
General Manager

APPROVED AS TO FORM:

By: ______________________________
District Counsel

ALLIED WASTE SERVICES

Received

OCT 14 2009

City of Clayton

October 12, 2009

Mr. Gary Napper
City Manager
City of Clayton
6000 Heritage Trail
Clayton, Ca 94517-1250

Dear Gary,

As you know, there are few safe and convenient ways for residents to dispose of unused pharmaceuticals and sharps (needles/syringes). Allied Waste services would like to provide the City with a safe and convenient way to dispose of both.

In partnership with the Central Contra Costa Sanitary District (the District), Allied Waste Services (Allied) will purchase a pharmaceutical collection container for the City of Clayton at a cost of approximately \$800. The District will contract with a licensed disposal company and pay for the disposal of all collected medications. There is some necessary paperwork for you to fill out which I have attached.

In addition, Allied will contract with Steri-Cycle Environmental to provide you with a sharps container and we will pay for the cost of collection. Steri-Cycle collects a container once a month for approximately \$150 plus \$40 for each additional container. Allied will take care of any necessary paperwork to get the program started.

We appreciate the opportunity to serve the City of Clayton and should you have any questions feel free to contact me.

Sincerely,

Timothy M. Argenti
General Manager

441 N. Buchanan Circle
Pacheco, CA 94553
925.685.4711 / FAX 925.685.4735
www.disposal.com