



AGENDA
REGULAR MEETING
* * *
CLAYTON CITY COUNCIL
and
CLAYTON REDEVELOPMENT AGENCY
TUESDAY, November 17, 2009
5:30 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 ***
November 17, 2009

5:30 p.m.

1. **CALL TO ORDER CITY COUNCIL** – Mayor Pierce.
CALL TO ORDER THE RDA BOARD OF DIRECTORS – Chairman Shuey.
2. **CLOSED SESSION**
 - (a) Pursuant to CA Government Code Section 54957(b)(1) for the purpose of a Closed Session on the following matter:
1) City Manager annual performance evaluation.
 - (b) *Government Code Section 54956.8, Conference with Real Property Negotiator*
Real Property: 250 Stranahan Circle, Clayton, CA (APN 119-620-037-0).
Instructions to Agency negotiator (Acting Executive Director) concerning terms and conditions.
Negotiating Party: Kenneth Smith, Jr.

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

7:00 p.m.

4. **PLEDGE OF ALLEGIANCE** – led by Mayor Pierce.
5. **CONSENT CALENDAR**

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

 - (a) Approve the minutes of the regular meeting of November 3, 2009. ([View Here](#))
 - (b) Approve Financial Demands and Obligations of the City. ([View Here](#))
 - (c) Resolution approving and authorizing the City Manager to execute the Second Amendment to the Stormwater Utility Area Agreement for Commercial and Industrial Inspection Services. ([View Here](#))
6. **RECOGNITIONS AND PRESENTATIONS** – None.

7. REPORTS

- (a) Planning Commission – Commissioner Ted Meriam.
- (b) Trails and Landscaping Committee – To be determined.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.
- (e) Other

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

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

9. PUBLIC HEARING- None.

10. ACTION ITEMS

- (a) Discussion on paperless (electronic) agenda/packet options for the City Council. ([View Here](#))
(City Clerk)

Staff recommendation: Provide direction.

- (b) Discussion regarding interest in leasing of vacant city buildings located at 1005 and 1007 Oak Street, Clayton California. ([View Here](#))
(Acting City Manager)

Staff recommendation: Provide direction

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

12. ADJOURNMENT– the next regularly scheduled City Council meeting is December 1, 2009.

#

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

TUESDAY, November 3, 2009

Agenda Date: 11-17-09

Agenda Item: 5a

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:03 p.m. by Mayor Pierce in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Pierce, Vice Mayor Stratford, Councilmembers Geller, and Medrano Councilmembers Absent: Councilmember Shuey. Staff present: Assistant to the City Manager Laura Hoffmeister, City Attorney Dan Adams, and City Clerk Laci Jackson.
2. **CLOSED SESSION** – None.
3. **PLEDGE OF ALLEGIANCE** – led by Mayor Pierce.
4. **CONSENT CALENDAR-** It was moved by Vice Mayor Stratford, seconded by Councilmember Geller to approve the Consent Calendar as submitted (Passed; 4-0 vote).
 - (a) Approved the minutes of the regular meeting of October 20, 2009.
 - (b) Approved Financial Demands and Obligations of the City.
 - (c) Accepted the City's Investment Portfolio Report for the First Quarter of Fiscal Year 2009-2010 ending September 30, 2009.
 - (d) Adopted Resolution 45-2009 accepting the Town Center Entry Improvement Project (CIP Nos. 10402 & 10403) and Black Diamond Plaza Bridge Repair as complete, ordering the filing of a Notice of Completion, and authorizing \$5,992 from the Capital Improvement Budget (CIP) to gap fund the total construction cost.
5. **RECOGNITIONS AND PRESENTATIONS**
 - (a) Mayor Pierce stated no one from the CAER organization was available to pick the Proclamation declaring November 4, 2009 as "Shelter in Place Education Day," so it would be mailed to them.
 - (b) Mayor Pierce invited Susan Pollard up to receive the Proclamation declaring November 2009 as "Pancreatic Cancer Awareness Month." Mayor Pierce read the Proclamation and Ms. Pollard thanked the Mayor for supporting the Pancreatic Cancer Foundation.
6. **REPORTS**
 - (a) Planning Commission – Commissioner Dan Richardson reported on the October 27th Planning Commission meeting. The Commission worked on an Ordinance for manufactured homes which provide architectural review standards for the homes. The Commission also reviewed requirements for the SB 1818 Density Bonus Laws. Lastly, he stated he was enjoying CERT training.
 - (b) Trails and Landscaping Committee – No meeting held to report.

- (c) The Assistant to the City Manager reported the Pharmaceutical Drop off and the Sharps Disposal containers are now located on the 2nd floor of City Hall. The Sharps Disposal is available for use, and the Pharmaceutical Drop off will be functional in the next few weeks. She also reported the 2010 Customer Guide for Allied Waste Services states the company will allow for the collection of up to 4 cellular phones per year, and household batteries curbside as part of customers four time per year on-call clean-up.

- (d) City Council

Councilmember Medrano attended a Clayton Counts Down Committee meeting and emphasized the need for volunteers. He stated the event runs from 6-9pm and any businesses who want to donate \$150 will have their names printed on the back of the t-shirts which are given to the first 300 children at the event. He also attended the YMCA's Boo Night at Diablo View Middle School and the press conference for the new ABA basketball team in Clayton "Clayton Showtime."

Vice Mayor Stratford attended Boo Night.

Councilmember Geller attended the press conference for the "Clayton Showtime." He also stated he would be attending a meeting with Joe Campbell from the Contra Costa Water District to discuss a CCWD proposed rate increases.

Mayor Pierce attended the Realtors Association reception and a Transportation Authority meeting. She also attended the ABAG General Assembly and the Clayton Counts Down Committee meeting. She stated the Clayton Counts Down event was in need of sponsors and volunteers.

- (e) Other – None.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Richard Taylor reported on the 29th Annual Halloween ghost walk. He stated the new PA system worked well and he thanked City staff and the Police Department for their help with the event.

8. PUBLIC HEARINGS –None.

9. ACTION ITEMS

- (a) Discussion on setting a City Council Study Session with Clayton Town Center business owners and local merchants to discuss details and scheduling of the 2010 Concerts in The Grove series and exchange ideas and support for further Downtown activities.

It was moved by Councilmember Geller, seconded by Vice Mayor Stratford to hold a Special Meeting of the City Council on November 24th at 9am in Hoyer Hall, Clayton Community Library to discuss the details and scheduling of the 2010 Concerts in the Grove series and exchange ideas and support for further Downtown activities (Passed; 4-0 vote).

- (b) Consideration of Council Sub-Committee suggestion to expand Endeavor Hall patio area and discuss other ideas to enhance rental usability of the facility.

Councilmember Geller stated he and Councilmember Medrano (Endeavor Hall sub-committee) want to enhance the use of Endeavor Hall. They want to expand the patio area by 1,000 square feet. He stated the patio area is not currently large enough to hold events with more than 100 people. He stated he would like staff to look at the possibility for all year use by adding a shade structure, misters and portable heaters.

Councilmember Medrano stated he wants to add sliding glass doors out into the patio. He also stated the patio cover does not necessarily have to be permanent and it could be rented to patrons who wish to have the extra shade for their event.

Mayor Pierce stated she understands the limitations of the space and does not have a problem with adding patio space but if the shade structure is going to be permanent she is concerned. She stated a storage building could be built outside of the restrooms on the backside of the hall.

Councilmember Geller stated if the City wants rentals year around it would pay to invest in a tent.

The Assistant to the City Manager clarified that the Council wanted staff to research and bring back approximate costs of preparing plans for this type of work which would include: expansion of the existing courtyard as shown in diagram 1, the possibility of adding a storage building, the cost of heaters (portable and permanent) and purchasing a tent that could be rented to users.

Vice Mayor Stratford stated the City might want to consider "Sun Sails." He also asked if the City had tracked any requests for use. The Assistant to the City Manager stated that many times the larger groups of 100-120 people want to have a larger indoor seating area.

Vice Mayor Stratford asked if the City ever received complaints about the hall interior acoustics. The Assistant to the City Manager responded the City had not received any complaints.

It was moved by Councilmember Geller, seconded by Vice Mayor Stratford to have staff gather the information as stated by the Assistant to the City Manager (Passed; 4-0 vote).

11. **COUNCIL ITEMS**- None.

12. **ADJOURNMENT**- On call by Mayor Pierce the meeting adjourned at 7:54 p.m.

Respectfully submitted,

Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Julie K. Pierce, Mayor

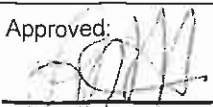


Agenda Date: 11/17/09

Agenda Item: 5b

STAFF REPORT

Approved:


Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MERRY PELLETIER, FINANCE MANAGER
DATE: NOVEMBER 13, 2009
SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION Approve the following obligations.

<u>RUN DATE</u>	<u>OBLIGATION NUMBERS</u>	<u>TOTALS</u>
11/13/09	16503 – 16547	\$80,814.66

Invoice Distribution Report

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

Attachments:
Invoice Distribution Report 11/13/09 (13 pages)

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 1

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-5101-00.0.0-000 - Business Licenses			
16544 Refund Biz License 11/09	2593 Kottai Kumar 1 Refund Biz License 11/09	Inv	53.00
Invoice number.:			
A101-5101-00.0.0-000 - Business Licenses	*** Account total ***		53.00
A101-5301-00.0.0-000 - Planning Services			
16543 Refund Application Fee 11/09	2591 Brian Chatagnier 1 Refund Application Fee 11/09	Inv	150.00
Invoice number.:			
A101-5301-00.0.0-000 - Planning Services	*** Account total ***		150.00
A101-5791-00.0.0-000 - Overhead cost recovery			
16525 Refund SWP 15-09 10/09	2220 Ned Clyde Construction Inc 2 OH Rec SWP 15-09 10/09	Inv	-21.79
Invoice number.: SWP 15-09			
A101-5791-00.0.0-000 - Overhead cost recovery	*** Account total ***		-21.79
A101-7220-01.0.0-000 - PERS Retirement			
16506 Retirement PPE 11/1/09	201 CalPERS 1 Legislative 11/1/09	Inv	413.99
Invoice number.: PPE 11/1/09			
A101-7220-01.0.0-000 - PERS Retirement	*** Account total ***		413.99
A101-7220-02.0.0-000 - PERS Retirement			
16506 Retirement PPE 11/1/09	201 CalPERS 2 Admin 11/1/09	Inv	3,968.69
Invoice number.: PPE 11/1/09			
A101-7220-02.0.0-000 - PERS Retirement	*** Account total ***		3,968.69
A101-7220-03.0.0-000 - PERS Retirement			
16506 Retirement PPE 11/1/09	201 CalPERS 3 PW 11/1/09	Inv	2,316.72
Invoice number.: PPE 11/1/09			
A101-7220-03.0.0-000 - PERS Retirement	*** Account total ***		2,316.72
A101-7220-04.0.0-000 - PERS Retirement			
16506 Retirement PPE 11/1/09	201 CalPERS 4 Planning 11/1/09	Inv	1,176.88
Invoice number.: PPE 11/1/09			
A101-7220-04.0.0-000 - PERS Retirement	*** Account total ***		1,176.88

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 2

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7220-06.0.0-000 - PERS Retirement			
16506 Retirement PPE 11/1/09	201 CalPERS		
	5 Police 11/1/09	Inv	12,316.71
Invoice number.: PPE 11/1/09			
A101-7220-06.0.0-000 - PERS Retirement	*** Account total ***		12,316.71
A101-7311-03.0.0-000 - General Supplies			
16537 PW Misc Charges 10/09	2349 US Bank Corp Pymt System		
	2 PW Gen Sup 10/09	Inv	577.29
Invoice number.: PW 10/09			
A101-7311-03.0.0-000 - General Supplies	*** Account total ***		577.29
A101-7311-06.0.0-000 - General Supplies			
16538 PD Misc Charges 10/09	2349 US Bank Corp Pymt System		
	3 PD Bike Supplies 10/09	Inv	331.73
Invoice number.: PD 10/09			
A101-7311-06.0.0-000 - General Supplies	*** Account total ***		331.73
A101-7312-05.0.0-000 - Office Supplies/Expense			
16536 Adm: Misc Charges 10/09	2349 US Bank Corp Pymt System		
	1 Adm Off Sup 10/09	Inv	363.36
Invoice number.: Adm 10/09			
A101-7312-05.0.0-000 - Office Supplies/Expense	*** Account total ***		363.36
A101-7312-06.0.0-000 - Office Supplies/Expense			
16538 PD Misc Charges 10/09	2349 US Bank Corp Pymt System		
	2 PD Office Supp 10/09	Inv	246.63
Invoice number.: PD 10/09			
A101-7312-06.0.0-000 - Office Supplies/Expense	*** Account total ***		246.63
A101-7314-06.0.0-000 - Postage			
16538 PD Misc Charges 10/09	2349 US Bank Corp Pymt System		
	4 PD Postage 10/09	Inv	60.94
Invoice number.: PD 10/09			
A101-7314-06.0.0-000 - Postage	*** Account total ***		60.94
A101-7324-06.0.0-000 - Dues and Subscriptions			
16545 PD Law Enf Policy Mnl Sub 2010	2058 Lexipol LLC		
	1 PD Law Enf Policy Mnl Sub 2010	Inv	2,450.00
Invoice number.: 3571			
A101-7324-06.0.0-000 - Dues and Subscriptions	*** Account total ***		2,450.00

Run date: 11/13/2009 @ 14:28
 Bus date: 11/13/2009

City of Clayton
 Invoice Distribution Report

OTDIST.L02 Page 3

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7331-05.0.0-000 - Rentals/Leases			
16508 Adm Copier Lease 11/09	2370 Konica Minolta Bus Solutions		
Invoice number.: 11231690	1 Adm Copier Lease 11/09	Inv	628.98
16518 Adm-Postage Mach Lease 12/09	896 Neopost Leasing		
Invoice number.: N1145565	1 Adm-Postage Mach Rental 12/09	Inv	221.79
A101-7331-05.0.0-000 - Rentals/Leases	*** Account total ***		850.77
A101-7331-09.0.0-000 - Rental/Lease			
16538 PD Misc Charges 10/09	2349 US Bank Corp Pymt System		
Invoice number.: PD 10/09	5 PD Cell battery 10/09	Inv	20.10
A101-7331-09.0.0-000 - Rental/Lease	*** Account total ***		20.10
A101-7332-02.0.0-000 - Telecommunications			
16505 Long Distance 10/09	1779 Access One		
Invoice number.: 973522	1 City Hall Svc 10/09	Inv	4.96
16511 CH Outside Phone Booth 11/09	2205 Pacific Telemanagement Svc		
Invoice number.: 151746	1 CH Outside Phone Booth 11/09	Inv	53.00
16533 PW & Adm Cell Phones 10/09	2110 Sprint Comm (PW & ADM)		
Invoice number.: 090 10/09	2 Adm Cell Phones 10/09	Inv	102.63
A101-7332-02.0.0-000 - Telecommunications	*** Account total ***		160.59
A101-7332-03.0.0-000 - Telephone			
16505 Long Distance 10/09	1779 Access One		
Invoice number.: 973522	2 PW Svc 10/09	Inv	6.01
16533 PW & Adm Cell Phones 10/09	2110 Sprint Comm (PW & ADM)		
Invoice number.: 090 10/09	1 PW Cell Phones 10/09	Inv	176.80
A101-7332-03.0.0-000 - Telephone	*** Account total ***		182.81
A101-7332-04.0.0-000 - Telephone			
16505 Long Distance 10/09	1779 Access One		
Invoice number.: 973522	3 Planning Svc 10/09	Inv	12.22
A101-7332-04.0.0-000 - Telephone	*** Account total ***		12.22

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 4

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7332-06.0.0-000 - Telephone			
16505 Long Distance 10/09	1779 Access One 5 Police Dept Svc 10/09	Inv	18.49
Invoice number.: 973522			
16514 PD Cell Phones 10/09	1223 Sprint Comm (PD) 1 PD Cell Phones 10/09	Inv	298.18
Invoice number.: 095 10/09			
16515 PD Command Trl Sat Phn 10/09	2460 Globalstar LLC 1 PD Command Trl Sat Phn 10/09	Inv	26.82
Invoice number.: 1783827			
A101-7332-06.0.0-000 - Telephone	*** Account total ***		343.49
A101-7332-07.0.0-000 - Telephone			
16505 Long Distance 10/09	1779 Access One 4 Library Svc 10/09	Inv	.58
Invoice number.: 973522			
A101-7332-07.0.0-000 - Telephone	*** Account total ***		.58
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance			
16510 Monthly Svc 10/09	170 Western Exterminator 1 City Hall Ext Svc 10/09	Inv	90.50
Invoice number.: 457485			
16547 CH Rekey & keys 10/09	133 Rex Lock & Safe, Inc. 1 CH Rekey & keys 10/09	Inv	165.93
Invoice number.: 85246			
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		256.43
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance			
16510 Monthly Svc 10/09	170 Western Exterminator 2 Library Ext Svc 10/09	Inv	93.50
Invoice number.: 457485			
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		93.50
A101-7342-03.0.0-000 - Machinery/Equipment Maintenanc			
16537 PW Misc Charges 10/09	2349 US Bank Corp Pymt System 4 PW Drill supplies 10/09	Inv	269.85
Invoice number.: PW 10/09			
A101-7342-03.0.0-000 - Machinery/Equipment Maintenanc	*** Account total ***		269.85
A101-7342-06.0.0-000 - Machinery/Equipment Maintenanc			
16524 PD Headset Repair 10/09	1531 Audio Headset Systems 1 PD Headset Repair 10/09	Inv	63.44
Invoice number.: 09-789			

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 5

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7342-06.0.0-000 - Machinery/Equipment Maintenan	*** Continued ***		
16528 PD Board Repair 10/09	2017 Motorola		
Invoice number.: 76324082	1 PD Board Repair 10/09	Inv	1,024.00
A101-7342-06.0.0-000 - Machinery/Equipment Maintenan	*** Account total ***		1,087.44
A101-7343-06.0.0-000 - Vehicle Maintenance			
16527 PD Monitor Repair 10/09	2017 Motorola		
Invoice number.: 76324083	1 PD Monitor Repair 10/09	Inv	800.00
16538 PD Misc Charges 10/09	2349 US Bank Corp Pymt System		
Invoice number.: PD 10/09	6 PD Car Washes, hdl't 10/09	Inv	145.91
A101-7343-06.0.0-000 - Vehicle Maintenance	*** Account total ***		945.91
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies			
16537 PW Misc Charges 10/09	2349 US Bank Corp Pymt System		
Invoice number.: PW 10/09	1 PW Gas 10/09	Inv	1,003.16
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies	*** Account total ***		1,003.16
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies			
16538 PD Misc Charges 10/09	2349 US Bank Corp Pymt System		
Invoice number.: PD 10/09	1 PD Gas 10/09	Inv	2,443.38
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies	*** Account total ***		2,443.38
A101-7373-03.0.0-000 - Education & Training			
16537 PW Misc Charges 10/09	2349 US Bank Corp Pymt System		
Invoice number.: PW 10/09	3 PW PAPA Seminars 10/09	Inv	280.00
A101-7373-03.0.0-000 - Education & Training	*** Account total ***		280.00
A101-7373-06.0.0-000 - Education & Training			
16520 PD Trng Sorrell & McEachin 12/	2558 City of Elk Grove PD		
Invoice number.:	1 PD Trn Sorrell& McEachin 12/09	Inv	50.00
A101-7373-06.0.0-000 - Education & Training	*** Account total ***		50.00
A101-7384-04.0.0-000 - Legal Notices			
16541 CDD Notices 10/09	1648 Bay Area News Group East Bay		
Invoice number.:	1 CDD PH Notices 10/09	Inv	395.60
A101-7384-04.0.0-000 - Legal Notices	*** Account total ***		395.60

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 6

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7411-08.0.0-000 - Professional Services Retainer			
16535 Eng Svc 10/24/09-11/6/09	116 PERMCO, Inc. 1 Eng Svc 10/24/09-11/6/09	Inv	2,902.50
Invoice number.: 10/24-11/6/09			
A101-7411-08.0.0-000 - Professional Services Retainer	*** Account total ***		2,902.50
A101-7417-03.0.0-000 - Janitorial Service			
16509 Janitorial Services for 10/09	468 J & R Floor Services 3 City Hall 10/09	Inv	449.78
Invoice number.: OCT2009			
16534 Janitorial Supplies 10/09	84 Hammons Supply Company 3 CH Janitorial Supp 10/09	Inv	194.71
Invoice number.: 56987			
A101-7417-03.0.0-000 - Janitorial Service	*** Account total ***		644.49
A101-7417-06.0.0-000 - Janitorial Service			
16509 Janitorial Services for 10/09	468 J & R Floor Services 5 PD 10/09	Inv	225.00
Invoice number.: OCT2009			
A101-7417-06.0.0-000 - Janitorial Service	*** Account total ***		225.00
A101-7417-07.0.0-000 - Janitorial Service			
16509 Janitorial Services for 10/09	468 J & R Floor Services 2 Library 10/09	Inv	2,175.00
Invoice number.: OCT2009			
16534 Janitorial Supplies 10/09	84 Hammons Supply Company 1 Library Janitorial Supp 10/09	Inv	361.60
Invoice number.: 56987			
A101-7417-07.0.0-000 - Janitorial Service	*** Account total ***		2,536.60
A101-7417-09.0.0-000 - Janitorial Service			
16509 Janitorial Services for 10/09	468 J & R Floor Services 1 Comm Pk Svc 10/09	Inv	1,000.00
Invoice number.: OCT2009			
A101-7417-09.0.0-000 - Janitorial Service	*** Account total ***		1,000.00
A101-7419-01.0.0-000 - Other Professional Services			
16507 Video City Council Mtg 11/3/09	1467 LarryLogic Productions 1 Video CC Mtg 11/3/09	Inv	270.00
Invoice number.: 1004			
A101-7419-01.0.0-000 - Other Professional Services	*** Account total ***		270.00

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 7

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7419-05.0.0-000 - Other Professional Services 16531 FSA Acct Admin 10/09 Invoice number.: 0047900-IN	2500 Employee Benefit Specialists, 1 FSA Acct Admin 10/09	Inv	100.00
A101-7419-05.0.0-000 - Other Professional Services	*** Account total ***		100.00
A101-7419-06.0.0-000 - Other Professional Services 16516 PD-Crossing Guard WE 10/24/09 Invoice number.: 17835	1538 All City Management Services, 1 PD-Crossing Guard WE 10/24/09	Inv	465.00
A101-7419-06.0.0-000 - Other Professional Services	*** Account total ***		465.00
A101-7419-09.0.0-000 - Other Professional Services 16510 Monthly Svc 10/09 Invoice number.: 457485	170 Western Exterminator 3 Park-Ext Svc 10/09	Inv	40.50
A101-7419-09.0.0-000 - Other Professional Services	*** Account total ***		40.50
A101-7425-06.0.0-000 - Crime Lab 16513 PD-Crime Lab 9/09 Invoice number.: ClayPD-0909	641 CCC Office of the Sheriff-Coro 1 PD Crime Lab 9/09	Inv	760.00
A101-7425-06.0.0-000 - Crime Lab	*** Account total ***		760.00
A101-7430-08.0.0-000 - Well Monitoring Fee 16536 Adm: Misc Charges 10/09 Invoice number.: Adm 10/09	2349 US Bank Corp Pymt System 2 Adm Well monitor 9/09	Inv	1,546.50
A101-7430-08.0.0-000 - Well Monitoring Fee	*** Account total ***		1,546.50
A201-7327-00.0.0-000 - Street Maintenance Supplies 16540 PW Supplies 10/09 Invoice number.: 0253931-IN	17 Bay Area Barricade Serv. 2 PW Supplies 10/09	Inv	211.94
A201-7327-00.0.0-000 - Street Maintenance Supplies	*** Account total ***		211.94
A201-7335-00.0.0-000 - Gas & Electricity 16546 Mitchell Crk Subd St Lt 10/09 Invoice number.:	113 PG&E 1 Mitchell Crk Subd St Lt 10/09	Inv	11.65
A201-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		11.65

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 8

Obligat'n Description	Vendor/ Name/ Line Mbr Description	Stage	Amount
A201-7412-00.0.0-000 - Engineering/Inspection Service 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 4 Gas Tax Insp #9000	Inv	259.25
A201-7412-00.0.0-000 - Engineering/Inspection Service	*** Account total ***		259.25
A210-7311-00.0.0-000 - General Supplies 16537 PW Misc Charges 10/09 Invoice number.: PW 10/09	2349 US Bank Corp Pymt System 6 PW General Supp 10/09	Inv	367.84
16540 PW Supplies 10/09 Invoice number.: 0253931-IN	17 Bay Area Barricade Serv. 3 PW Supplies 10/09	Inv	376.99
A210-7311-00.0.0-000 - General Supplies	*** Account total ***		744.83
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies 16537 PW Misc Charges 10/09 Invoice number.: PW 10/09	2349 US Bank Corp Pymt System 5 PW Lndscp Fuel 10/09	Inv	688.28
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies	*** Account total ***		688.28
A210-7389-00.0.0-000 - Misc. Expense 16529 Trl & Lndsp Comm Awards 8/09 Invoice number.: 11595	71 Devils' Mountain Trophy 1 Trl & Lndsp Comm Awards 8/09	Inv	98.33
A210-7389-00.0.0-000 - Misc. Expense	*** Account total ***		98.33
A210-7419-00.0.0-000 - Other Professional Services 16532 OH Waterfall Mtn 11/09 Invoice number.: 596921	2266 Rock N Waterfall Co 1 OH Waterfall Mtn 11/09	Inv	650.00
A210-7419-00.0.0-000 - Other Professional Services	*** Account total ***		650.00
A211-7419-00.0.0-000 - Other Professional Services 16509 Janitorial Services for 10/09 Invoice number.: OCT2009	468 J & R Floor Services 6 Grove Park Janitorial 10/09	Inv	1,000.00
A211-7419-00.0.0-000 - Other Professional Services	*** Account total ***		1,000.00
A212-7413-00.0.0-000 - Legal Services 16519 GHAD Legal Fees 10/09 Invoice number.: 1548	159 Turner, Huguet & Adams 2 GHAD Legal Svc 10/09	Inv	92.50
A212-7413-00.0.0-000 - Legal Services	*** Account total ***		92.50

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 9

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A214-7311-00.0.0-000 - General Supplies			
16537 PW Misc Charges 10/09	2349 US Bank Corp Pymt System 7 PW St Lt Supplies 10/09	Inv	759.60
Invoice number.: PW 10/09			
A214-7311-00.0.0-000 - General Supplies	*** Account total ***		759.60
A216-7409-00.0.0-000 - Street Sweeping			
16512 Street Sweeping 10/09	1459 Clean Street 1 Street Sweeping 10/09	Inv	3,500.00
Invoice number.: 58542			
A216-7409-00.0.0-000 - Street Sweeping	*** Account total ***		3,500.00
A216-7412-00.0.0-000 - Engineering/Inspection Service			
16535 Eng Svc 10/24/09-11/6/09	116 PERMCO, Inc. 2 SW Inspections #9003	Inv	488.00
Invoice number.: 10/24-11/6/09			
A216-7412-00.0.0-000 - Engineering/Inspection Service	*** Account total ***		488.00
A216-7520-00.0.0-000 - Project/Program Costs			
16536 Adm: Misc Charges 10/09	2349 US Bank Corp Pymt System 3 Adm Flash Drives NPDES 10/09	Inv	65.53
Invoice number.: Adm 10/09			
16540 PW Supplies 10/09	17 Bay Area Barricade Serv. 1 PW Supplies 10/09	Inv	2,733.59
Invoice number.: 0253931-IN			
16542 Community Park Sand 10/09	1176 Contra Costa Topsoil 1 Community Park Sand 10/09	Inv	447.93
Invoice number.: 85994			
A216-7520-00.0.0-000 - Project/Program Costs	*** Account total ***		3,247.05
A230-7220-00.0.0-813 - PERS Retirement-COPS			
16506 Retirement PPE 11/1/09	201 CalPERS 6 PD Grant 11/1/09	Inv	900.12
Invoice number.: PPE 11/1/09			
A230-7220-00.0.0-813 - PERS Retirement-COPS	*** Account total ***		900.12
A302-7413-00.0.0-000 - Legal Services			
16517 RDA Legal Fees 10/09	159 Turner, Huguet & Adams 1 RDA LMI Legal Fees 10/09	Inv	18.50
Invoice number.: 1547			
A302-7413-00.0.0-000 - Legal Services	*** Account total ***		18.50

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 10

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A302-7520-00.0.0-007 - Smith 272 Stranahan Cir 16526 Appraisal Svc 272 Stranahan 10 Invoice number.: 10262009Smith	2157 Gary Dwight Gum Appraisal Svc 1 Appr Svc 272 Stranahan 10/09	Inv	450.00
A302-7520-00.0.0-007 - Smith 272 Stranahan Cir	*** Account total ***		450.00
A303-7520-00.0.0-104 - Downtown Economic Dev Project 16522 Downtown Project 8/09 Invoice number.: 8/09	2386 Economic Development Systems 1 Downtown Project 8/09	Inv	9,370.03
A303-7520-00.0.0-104 - Downtown Economic Dev Project	*** Account total ***		9,370.03
A303-7520-00.0.0-106 - Clayton Rd Trail Connection 16521 Clayton Rd Trl Connect 10/09 Invoice number.: 039417 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	2586 Arrow Sign Company 1 Clayton Rd Trl Connect 10/09 116 PERMCO, Inc. 3 Eng Svc #9006	Inv Inv	1,986.50 663.38
A303-7520-00.0.0-106 - Clayton Rd Trail Connection	*** Account total ***		2,649.88
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project 16530 Arterial Overlay 10/09 Invoice number.: 215462 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	1455 Berlogar Geotechnical Consulta 1 Arterial Overlay 10/09 116 PERMCO, Inc. 5 Eng Svc #9007	Inv Inv	682.89 144.38
A303-7520-00.0.0-114 - 2009 Arterial Overlay Project	*** Account total ***		827.27
A422-7419-00.0.0-000 - Other Profesional Services 16523 CFA 07 Disc Rpt Svc 10/09 Invoice number.: G10300901-L0	960 NBS Govt. Finance Group 1 CFA 07 Disc Rpt Svc 10/09	Inv	1,579.64
A422-7419-00.0.0-000 - Other Profesional Services	*** Account total ***		1,579.64
A601-2731-00.0.0-490 - CBCA Damage/Clean Up Deposit 16536 Adm: Misc Charges 10/09 Invoice number.: Adm 10/09	2349 US Bank Corp Pymt System 4 Oktoberfest Poster Mat 10/09	Inv	44.22
A601-2731-00.0.0-490 - CBCA Damage/Clean Up Deposit	*** Account total ***		44.22

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 11

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2739-00.0.0-000 - Clayton Community Library Foun 16504 Library Volunteer 11/09 Invoice number.: 11/09	1160 Arlene H. Kikkawa-Nielsen 1 Library Volunteer 11/09	Inv	820.00
A601-2739-00.0.0-000 - Clayton Community Library Foun	*** Account total ***		820.00
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 6 Eng Svc #9001	Inv	41.50
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP	*** Account total ***		41.50
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 7 Eng Svc #9002	Inv	20.75
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP	*** Account total ***		20.75
A601-2741-00.0.0-083 - Silver Oaks Cultural ResourDep 16539 Hurd Ranch Study 11/09 Invoice number.: 09-66	2592 Preservation Architecture 1 Hurd Ranch Study 11/09	Inv	4,250.00
A601-2741-00.0.0-083 - Silver Oaks Cultural ResourDep	*** Account total ***		4,250.00
A601-2741-00.0.0-153 - Seeno Grading Insp (10351) 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 8 Eng Svc #9004	Inv	41.50
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 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 11 Eng Svc #9005	Inv	41.50
A601-2744-00.0.0-189 - Riessen SW Permit 17-05	*** Account total ***		41.50
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 12 Eng Svc #9005	Inv	41.50
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07	*** Account total ***		41.50

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 12

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-446 - Oakhurst CC SWP I cool0441 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 9 Eng Svc #9008	Inv	233.75
A601-2744-00.0.0-446 - Oakhurst CC SWP I cool0441	*** Account total ***		233.75
A601-2744-00.0.0-484 - Cortel SWP27-08 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 13 Eng Svc #9005	Inv	62.25
A601-2744-00.0.0-484 - Cortel SWP27-08	*** Account total ***		62.25
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 14 Eng Svc #9005	Inv	41.50
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08	*** Account total ***		41.50
A601-2744-00.0.0-518 - Weisendanger SWP 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 15 Eng Svc #9005	Inv	41.50
A601-2744-00.0.0-518 - Weisendanger SWP	*** Account total ***		41.50
A601-2744-00.0.0-537 - Steven Woerner SWP 28-08 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 16 Eng Svc #9005	Inv	62.25
A601-2744-00.0.0-537 - Steven Woerner SWP 28-08	*** Account total ***		62.25
A601-2744-00.0.0-549 - Anderson SWP 14-09 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 17 Eng Svc #9005	Inv	41.50
A601-2744-00.0.0-549 - Anderson SWP 14-09	*** Account total ***		41.50
A601-2744-00.0.0-554 - Majestic Pool SWP 17-09 16535 Eng Svc 10/24/09-11/6/09 Invoice number.: 10/24-11/6/09	116 PERMCO, Inc. 18 Eng Svc #9005	Inv	41.50
A601-2744-00.0.0-554 - Majestic Pool SWP 17-09	*** Account total ***		41.50

Run date: 11/13/2009 @ 14:28
Bus date: 11/13/2009

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 13

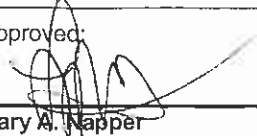
Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-555 - Clyde Constr SWP 15-09			
16525 Refund SWP 15-09 10/09	2220 Ned Clyde Construction Inc 1 Refund SWP 15-09 10/09	Inv	1,854.75
Invoice number.: SWP 15-09			
16535 Eng Svc 10/24/09-11/6/09	116 PERMCO, Inc. 19 Eng Svc #9005	Inv	41.50
Invoice number.: 10/24-11/6/09			
A601-2744-00.0.0-555 - Clyde Constr SWP 15-09	*** Account total ***		1,896.25
A601-2746-00.0.0-129 - Diablo Pt Grading Inspections			
16535 Eng Svc 10/24/09-11/6/09	116 PERMCO, Inc. 10 Eng Svc #9009	Inv	2,048.75
Invoice number.: 10/24-11/6/09			
A601-2746-00.0.0-129 - Diablo Pt Grading Inspections	*** Account total ***		2,048.75
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance			
16510 Monthly Svc 10/09	170 Western Exterminator 4 End Hall Ext Svc 10/09	Inv	87.00
Invoice number.: 457485			
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		87.00
A702-7417-00.0.0-000 - Janitorial Service			
16509 Janitorial Services for 10/09	468 J & R Floor Services 4 End Hall 10/09	Inv	120.00
Invoice number.: OCT2009			
A702-7417-00.0.0-000 - Janitorial Service	*** Account total ***		120.00
* Report total *	*** Total ***		80,814.66



Agenda Date: 11-17-09

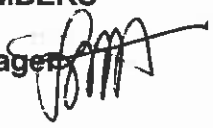
Agenda Item: 5c

STAFF REPORT

Approved: 

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager 

MEETING DATE: November 17, 2009

SUBJECT: Resolution approving and authorizing the City Manager to execute the Second Amendment to the Stormwater Utility Area Agreement for Commercial and Industrial Inspection Services

RECOMMENDATION

Adopt Resolution No. ____ - 2009, approving and authorizing the City Manager to execute the Second Amendment to the Stormwater Utility Area Agreement between the Contra Costa Flood Control and Water Conservation District and the City of Clayton for Commercial and Industrial Inspection Services.

BACKGROUND

The City of Clayton was mandated by both the State and Federal laws to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the City's Stormwater discharges. These permits are issued for five-year increments by the SF Regional Water Quality Control Board, as required by the Federal Water Quality Act and the State law. The City participates and obtained its joint NPDES permit from the SF Regional Water Quality Control Board via the Contra Costa Clean Water Program whose participants include the cities within the County, the County and the Flood Control District. The City of Clayton has participated since its inception in 1993 (some sixteen years ago).

One of the NPDES requirements added to the permit issued in 1999, is to have an inspection program for commercial and industrial businesses and for illegal discharges. Additional requirements for commercial and industrial business inspection and illegal discharges and prevention has been enhanced in the recently issued Municipal Regional Permit which is the bay area wide NPDES requirements. The City of Clayton has been participating jointly by contracting with the Flood Control District to serve as our agent to obtain inspection services via agreement from Central Sanitary District for commercial

businesses within Clayton and some call out illicit discharge complaints. The reason for using the Flood Control District is that the Sanitary Districts (Central Sans, Delta Diablo and EBMUD) will not enter into numerous individual agreements with the jurisdictions, but will enter into a single agreement with a single fiscal agent who in this case is the Flood Control District as they are authorized by the co-permittees (cities and County) to administer the Stormwater Utility Agreement and ERU revenue disbursements.

The reason for the use of Central Sans inspectors was that they were readily trained in that they conduct various inspections at commercial establishments related to sewer connections. The Sanitary District also works closely with the County Health Department on commercial inspections related to food establishments. The City Council authorized approval for these services in April 1999, and the agreement was executed in June 2000. The initial agreement was for a two-year period with a one-year extension allowed by the City Manager. In July 2003 the City Council approved a First Amendment to which extended the services through July 2009. Thus there is a need to establish a new agreement for commercial/industrial inspection services, which is technically done as the Second Amendment to the Stormwater Utility Agreement.

The Central Contra Costa Sanitary District (Central Sans) would provide 8 inspections annually for the City of Clayton. Annual costs for these inspections are estimated at in the first FY at \$3,240 and would increase annually based upon actual cost and labor adjustment costs. If the newly issued permit over time requires additional inspections and monitoring there would be added costs. The City Stormwater Budget which was approved as part of the city budget included funds collected from the current assessments to pay for these costs as well as some additional unexpected inspections and call outs. Inspection costs are paid for out of the collected SUA assessments (ERU). Commercial parcels as well as residential are levied assessments; however the new MRP requirements have enhanced the inspections mandates beyond which existing funding is available. The Clean Water Program Managers are evaluating various options for future consideration to address these unfunded mandates and funding shortfalls.

Staff supports approval of the 2nd Amendment to the Stormwater Utility Agreement allowing the continued use of the Flood Control District as the agent to act on behalf to contract with the Sanitary District for the necessary inspection services. City staff has not experienced any problems with the arrangement since its inception. The 2nd Amendment to the Stormwater Agreement to allow for Commercial and Industrial Inspection Services, has been reviewed and approved as to form by the Contra Costa Cities/County Attorneys' Association NPDES sub-committee. Staff recommends the continued use of Central Sans for these inspection services via the Flood Control and Water Conservation District, as it allows for the costs to be kept to a minimum through economies of scale and local and regional collaboration, at a fraction of the cost of doing it alone. In order to be more efficient the second amendment does not have any specific expiration date however allows for an opt out provision by any local City.

FISCAL IMPACT

The annual anticipated FY09/10 inspection service costs \$3,240 and would cover 8 inspections. Costs for the inspections are already included in the NPDES budget and are taken from the revenues collected from the SUA annual assessments.

There is no change to the costs calculation and methodology with this agreement. If this Amendment to continue Commercial/Industrial Inspections (to be provided to the City of Clayton by Central Sanitary District inspection staff) is not approved, the City must undertake the inspections itself including appropriate, training, enforcement action and reporting as is required in the NPDES permit issued by the SF Regional Board. If the City was to undertake these inspections it would result in the need for additional staff, training and result increased costs beyond the revenue available to meet these requirements.

CONCLUSION

To continue to be in compliance with our NPDES Permit requirements, the City must adopt the Resolution amending the SUA agreement to be amended to allow the Flood Control District to administer the Commercial/Industrial Inspection Services agreement on our behalf. After all participating cities have approved the Flood Control District will execute the necessary Agreement for services (Exhibit A) with the Sanitary District. The inspection services costs are included as an Appendix to the Agreement.

Attachments:

Resolution No. ____-2009, Second Amendment to Stormwater Utility Agreement
for Commercial/Industrial Inspection Services

Exhibit A: Agreement for Commercial/Industrial Inspection Services

Exhibit B: 2nd Amendment to SUA between CCC Flood Control District and Waster Conservation District and the City of Clayton for Commercial/Industrial Inspection Services

RESOLUTION NO. -2009

**RESOLUTION APPROVING SECOND AMENDMENT TO
STORMWATER UTILITY AREA AGREEMENT
BETWEEN
CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT AND
THE CITY OF CLAYTON**

[FOR COMMERCIAL/INDUSTRIAL STORMWATER INSPECTION SERVICES]

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

WHEREAS, the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District (DISTRICT), and nineteen (19) cities and towns in Contra Costa County have joined to form the Contra Costa Clean Water Program (Program); and

WHEREAS, the members of the Program hold joint National Pollutant Discharge Elimination System (NPDES) Stormwater Permits (Nos. CA0029912 and CA 0083313) issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, respectively; and

WHEREAS, the NPDES Permits require the inspection of industrial and commercial facilities and the control of illicit discharge activities; and

WHEREAS, on July 15, 2003, the DISTRICT and the City of Clayton (CITY) entered into an agreement entitled "STORMWATER UTILITY AREA AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF CLAYTON" (SUA AGREEMENT), which provides for the imposition, collection, and administration of Stormwater Utility Assessments for the funding of NPDES Permit activities; and

WHEREAS, the CITY agrees that the public good is best served by implementing a joint inspection program to encompass inspection activities and illicit discharge control activities, rather than establishing new, separate inspection programs for each municipality; and

WHEREAS, on July 15, 2003, the CITY approved a First Amendment to the SUA AGREEMENT authorizing the DISTRICT to enter into an agreement with the Central Contra Costa Sanitary District, Delta Diablo Sanitation District, and the East Bay Municipal Utility District (INSPECTION AGREEMENT) for those agencies to perform joint inspection activities and illicit discharge control activities on behalf of the CITY and fourteen (14) other municipalities, namely Antioch, Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, San Ramon, and Walnut Creek; and

WHEREAS, it is in the interest of the CITY to continue participating in this joint inspection program; and

RESOLUTION NO. __ -2009

WHEREAS, the INSPECTION AGREEMENT has recently been revised to extend the agreement term, to modify the procedure for formal enforcement actions, and to revise the scope of the indemnification provisions; and

WHEREAS, it is necessary to amend the SUA AGREEMENT to provide to the DISTRICT additional authority to revise the INSPECTION AGREEMENT and to continue administering the joint inspection program, as revised.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLAYTON AS FOLLOWS:

1. Approve and authorize the District to execute the revised INSPECTION AGREEMENT entitled "AGREEMENT AMONG THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM), THE CENTRAL CONTRA COSTA SANITARY DISTRICT, THE DELTA DIABLO SANITATION DISTRICT, AND THE EAST BAY MUNICIPAL UTILITY DISTRICT REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION ACTIVITIES," a copy of which is attached to this Resolution as Exhibit A.
2. Approve and authorize the City Manager to execute the Second Amendment to the SUA AGREEMENT, a copy of which is attached to this Resolution as Exhibit B.
3. This Resolution shall become effective immediately upon its passage and adoption.
4. Three (3) certified copies of this Resolution and three (3) signed originals of the Second Amendment to the SUA AGREEMENT shall be promptly forwarded to the Contra Costa Clean Water Program.

Adopted by the City Council of the City of Clayton at a regular meeting of said Council held on November 17, 2009, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Julie Pierce, Mayor

ATTEST:

Laci Jackson, City Clerk

EXHIBIT "A"

**AGREEMENT AMONG THE CONTRA COSTA COUNTY FLOOD
CONTROL & WATER CONSERVATION DISTRICT (ON BEHALF OF
THE CONTRA COSTA CLEAN WATER PROGRAM), THE CENTRAL
CONTRA COSTA SANITARY DISTRICT, THE DELTA DIABLO
SANITATION DISTRICT, AND THE EAST BAY MUNICIPAL UTILITY
DISTRICT REGARDING THE CONTRA COSTA CLEAN WATER
PROGRAM'S INSPECTION ACTIVITIES**

**AGREEMENT AMONG THE CONTRA COSTA FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
(ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM),
THE CENTRAL CONTRA COSTA SANITARY DISTRICT,
THE DELTA DIABLO SANITATION DISTRICT,
AND THE EAST BAY MUNICIPAL UTILITY DISTRICT
REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION
ACTIVITIES**

The Agreement is made this _____ day of _____, 2009, by and among the Contra Costa County Flood Control and Water Conservation District (District) and the following three (3) agencies (Agencies): Central Contra Costa Sanitary District (CCCSD); Delta Diablo Sanitation District (DDSD) and, East Bay Municipal Utility District (EBMUD).

R E C I T A L S

WHEREAS, the County of Contra Costa, the District and nineteen (19) cities and towns in the County of Contra Costa have joined to form the Contra Costa Clean Water Program (Program); and

WHEREAS, the members of the Program were jointly issued National Pollutant Discharge Elimination System (NPDES) Stormwater Permits Nos. CA0029912 and CA 0083313 by the San Francisco Bay and Central Valley Regional Water Quality Control Boards (RWQCBs), respectively; and

WHEREAS, an enforceable component of the NPDES permits is the document entitled "Stormwater Management Plan (1999/2004) June 30, 1999 (Plan);" and

WHEREAS, the Plan contains components related to inspection activities at industrial and commercial facilities and illicit discharge control activities; and

WHEREAS, the Agencies wish to provide services for the Inspection Activities and Illicit Discharge Control Activities, as part of the implementation of the Plan; and

WHEREAS, the Plan has identified long-term goals of eliminating non-stormwater discharges into municipal storm drains and creeks; conducting stormwater inspections of industrial and commercial facilities; controlling illicit discharges by conducting field surveys of the storm drainage conveyance system and identifying and eliminating the sources of non-stormwater discharges; eliminating illicit connections and discharges resulting from inappropriate or illegal processes, activities or housekeeping practices; and

WHEREAS, the Agencies and the District desire to modify the Agencies' existing inspection programs to encompass a stormwater illicit discharge elimination program, rather than establishing new, separate inspection programs to effect the goals of this Agreement; and

WHEREAS, sixteen (16) cities and towns, namely, Antioch, Clayton, Concord, Danville, El Cerrito, Lafayette, Hercules, Martinez, Moraga, Oakley, Orinda, Pittsburg, Pleasant Hill, Richmond, San Ramon and Walnut Creek (hereinafter collectively referred to as "Participating Municipalities"), have by contract authorized the District to enter into and perform the terms of this Agreement on behalf of the Participating Municipalities.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. Term: The term of this Agreement shall be from the date all four (4) parties have executed this Agreement until such time as the Agreement is terminated pursuant to Section 2 below. The District will review the Agreement every two years for the duration of the Agreement.

2. Termination: Any of the three (3) Agencies may terminate its obligations under this Agreement, at its sole discretion by giving all other parties and Participating Municipalities at least one-hundred eighty (180) days written notice. District may terminate this Agreement, at its sole discretion, upon giving all Agencies and Participating Municipalities at least one-hundred eighty (180) days written notice. Any Participating Municipality may terminate its participation in this Agreement, at its sole discretion, upon giving the District and the appropriate Agency at least one-hundred eighty (180) days written notice.

3. Modification: This Agreement may be modified by written mutual agreement of the parties. Participating Municipalities shall be notified in writing of any written modification to the Agreement.

4. Responsibilities of the Agencies: The Agencies have the following collective responsibilities under this Agreement within their respective service areas, including areas served pursuant to contract:

(a) To implement stormwater inspection activities and illicit discharge control inspection activities (inspection activities), subject to the direction of the District, and to bill the costs of the inspection activities to the District.

(b) To perform scheduled and other inspections and investigations of industrial and commercial facilities and the exterior of residential properties to determine compliance with federal, state and local laws and regulations related to stormwater discharge. Inspections may have an educational component, as directed by District. The locations and frequency of an inspection, investigation, or educational effort shall be at the direction of the District and shall take place during the specific Agency's normal working hours, as described in Appendix "A."

(c) To perform inspections, investigations and educational efforts described in 4(b) outside normal working hours if mutually agreed to by the District, the appropriate Participating Municipality, and the performing Agency.

(d) To prepare inspection and investigation reports.

(e) To issue Notices of Violation, Warning Notices and Compliance Orders on behalf of the Participating Municipalities where violations and potential violations occur, all to the extent authority to issue such Notices and Orders has been lawfully delegated by the Participating Municipalities to the Agencies, in connection with inspections and investigations. The Agencies shall develop a standardized approach to recommending and documenting formal enforcement actions for recurring violations at an inspected location. The Agencies, at the direction of the Participating Municipalities, shall also refer violations and potential violations to appropriate enforcing entities, such as the District Attorney. The Agencies shall notify the appropriate Participating Municipality of the issuance of any Warning Notice or Notice of Violation issued by the Agencies, by fax or email, by the close of the business day following issuance.

(f) To assist in formal enforcement actions undertaken by a Participating Municipality, as permitted under the Participating Municipality's enforcement authority and to the extent specifically requested by the Participating Municipality. Activities undertaken by Agencies under this provision include but are not limited to documentation of violations, preparation of documents for use in complaints and at hearings, and assistance in hearing preparation and presentation, including provision of testimony as requested.

(g) To keep records regarding inspections and investigations accomplished. The Agencies shall retain these records through the term of this agreement as evidence of Participating Municipality compliance with its NPDES Permit. These records shall become property of the Municipalities upon termination of this agreement.

(h) To train, supervise and manage staff of the Agencies necessary to implement the inspection activities in a consistent manner

(i) To provide advice and comments to the District regarding the District's preparation of educational material for distribution to industrial and commercial facilities and the public. The Agencies shall also provide advice and comments to the District regarding the Green Business Program, as requested by the District.

(j) To provide comments to the District regarding ordinances necessary to implement the inspection activities.

(k) To purchase, operate and maintain all equipment necessary to implement the inspection activities, at the cost of the Agencies.

(l) To provide quarterly inspection activities reports to the District submitted with the quarterly invoices specified in Section 4(n) below. The final report of

the Fiscal Year (fourth quarter) shall include a status report to each Participating Municipality of all Warning Notices, Notices of Violation, and enforcement activities initiated by the Agencies by business name. The final report shall also include a hard or electronic copy of the Agencies' databases of commercial/industrial facilities from their Inspections lists grouped by Participating Municipality jurisdictions.

(m) To utilize reasonable efforts to assure that inspection activities are implemented by the Agencies in a uniform manner.

(n) To provide quarterly invoices to the District for work performed under this Agreement. Due dates for each quarterly invoice of the fiscal year(s) under this agreement shall be as follows: First Quarter-October 15, Second Quarter-January 15, Third Quarter-April 15, and Fourth Quarter-July 15 of each fiscal year.

(o) The Agencies shall provide to the District and Participating Municipalities updated rosters and cellular phone numbers of inspectors with their assigned service area as needed.

5. Responsibilities of the District:

(a) To recommend that the Participating Municipalities draft and adopt such ordinances and laws as are necessary to effectuate the inspection activities, including delegation of necessary authority to the Agencies.

(b) To authorize and prioritize inspections and investigations, with direction from the Participating Municipalities and Agencies.

(c) To provide timely input on the scope of the following fiscal year inspection activities during budget discussions and timely approval of the Agencies' fiscal year inspection activities stormwater program budgets.

(d) To recommend that the appropriate Participating Municipality initiate actions against stormwater permit violators except to the extent enforcement has been initiated on behalf of Participating Municipalities by the Agencies, pursuant to lawfully delegated authority.

(e) To provide educational materials for distribution to industrial and commercial facilities and the public.

(f) To provide comments to the Agencies regarding the formats of inspection and investigation reports.

(g) To adopt and administer a stormwater permitting program, as appropriate.

(h) To make timely payments to the Agencies pursuant to billings for inspection activities costs.

(i) To perform other responsibilities as agreed to in writing between the District and the Agencies.

(j) To timely notify Participating Municipalities of issues affecting Participating Municipalities.

(k) To provide quarterly inspection activities and budget summary reports to Participating Municipalities.

6. Communication between District and the Agencies: The Agencies will designate an Inspection Activities Program Coordinator and alternate, subject to the approval of such Coordinator and alternate by District. The purpose of this designation is to facilitate communication between District and the Agencies. The Agencies shall direct such matters as complaints, claims, legal challenges, and other disputes regarding the inspection activities to the Inspection Activities Program Coordinator, for transfer to District for handling and resolution.

7. Financial: The Agencies shall be reimbursed by the District for all appropriate costs of the inspection activities including the actual inspections and related administrative costs. These costs include, but are not necessarily limited to, labor, benefits, overhead, supplies, equipment, vehicle, laboratory, consultant, legal and insurance costs. The Agencies shall promptly notify the District if the Agencies believe that legal costs will be incurred in connection with the inspection or enforcement activities so that the District may arrange with the involved Participating Municipality(ies) to provide such legal services on behalf of Agencies, if the Participating Municipality(ies) so chooses.

(a) Each of the Agencies will prepare invoices for costs related to the inspection activities and submit such invoices to the District no more frequently than monthly and no less frequently than quarterly. District will pay such invoices within forty-five (45) days of receipt.

(b) The labor costs shall be itemized at base cost per individual for time spent plus an overhead multiplier for benefits, administrative overhead, supplies, equipment and insurance. The Agencies' overhead multipliers for the following fiscal year shall be submitted to the District annually by January 31, and approved as part of an annual cost proposed by the Participating Municipalities.

(c) To the extent practicable, all invoices submitted shall be itemized to allocate costs to the Participating Municipality for which inspection activities services were performed.

(d) To further cost efficiency, time spent by staff of the Agencies at meetings relative to the inspection activities will be minimized to the extent practicable. Laboratory services will be similarly minimized.

(e) Prior to the beginning of each fiscal year, District shall approve an inspection activities budget, including individual inspection activities budgets for each of the Participating Municipalities. The District shall have the Participating Municipalities review and approve the inspection activities budget through the Program. Discussions for the annual budget shall begin in January prior to the fiscal year in question. The Agencies shall not exceed their approved written budgets, absent written consent of the Participating Municipality through the District.

8. Insurance: During the term of this Agreement, the Agencies shall carry Workers' Compensation and Employers' Liability Insurance as required by law, and General Liability and Automobile Liability insurance in the amount of at least one million dollars (\$1,000,000) per occurrence. If one or more of the Agencies are self insured, written notification of this circumstance shall be made to the other parties within thirty (30) days after the execution of this Agreement. Any change to self insured status by any Agency shall be reported to the District in writing within thirty (30) days of such change.

9. Indemnification: District shall indemnify, defend and hold harmless the Agencies and each of them and their officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities, and expenses, such as but not limited to constitutional or property rights claims, arising out of or related to the Agencies' collective and individual performance in this Agreement. This indemnification shall not extend to any Agency whose active negligence, willful misconduct or vehicle accident has resulted in such suits, actions, proceedings, claims, demands, damages, liabilities or expenses, nor to any Agency whose active negligence, willful misconduct or vehicle accident has resulted in regulating agencies fines, penalties or proceedings.

Each Agency shall indemnify, defend and hold harmless the District and each Participating Municipality, and their respective officers, directors, agents and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities and expenses arising out of or related to such Agency's active negligence, willful misconduct or vehicle accident in connection with such Agency's performance of this Agreement, except that each Participating Municipality shall be solely liable for any fines resulting from NPDES Permit non-compliance.

District shall obtain individual indemnification agreements from each Participating Municipality in the inspection activities Program, which shall specify that said Participating Municipality shall indemnify the District and Agencies. The indemnification shall read "CITY (Participating Municipality) shall for its jurisdictional area, indemnify, defend and hold harmless the (Flood Control) DISTRICT and AGENCIES, and each of

them, and their respective officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities and expenses arising out of or related to the CITY's, active negligence or willful misconduct."

10. Notices: Notices required or permitted under this Agreement shall be in writing and made as follows:

If to District, to:

Mr. Donald P. Freltas, Program Manager
Contra Costa Clean Water Program
255 Glacier Drive
Martinez, CA 94553
(925) 313-2373

If to the Agencies collectively, to:

Mr. Timothy Potter
Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553-4392
(925) 229-7380

If to CCCSD, to:

Mr. Timothy Potter
Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553-4392
(925) 229-7380

If to EBMUD, to:

Mr. Bennet Horenstein
East Bay Municipal Utility District
375 Eleventh Street, MS#702
Oakland, CA 94607-4240
510-287-1846

If to DDSD, to:

Mr. Kerry Yoshitomi
Delta Diablo Sanitation District
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373
(925) 756-1942

11. Arbitration: In the event of a dispute arising under this Agreement, the parties may jointly agree to submit such dispute to non-binding arbitration. In the event

the parties cannot agree to an arbitrator within thirty (30) days after a party requests arbitration by written notice to the other parties, the arbitrator may be selected by petition of any party to the Superior Court of the County of Contra Costa.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By: [Signature]
Its: Chief Engineer

EAST BAY MUNICIPAL
UTILITY DISTRICT

By: [Signature]
Its: General Manager

APPROVED AS TO FORM:
Silvano B. Marchesi, County Counsel

By: [Signature]
Christine Chestnut, Deputy County Counsel
Dated: 9/23/09

APPROVED AS TO FORM:

By: [Signature]
Attorney
Dated: _____

CENTRAL CONTRA COSTA
SANITARY DISTRICT

By: [Signature]
Its: General Manager

APPROVED AS TO FORM:

By: [Signature]
Attorney
Dated: 9/18/09

DELTA DIABLO SANITATION DISTRICT

By: [Signature]
Its: General Manager

APPROVED AS TO FORM:

By: [Signature]
Attorney
Dated: 9/17/09

APPENDIX A
AGENCY NORMAL WORKING HOURS

	<u>Normal Working Hours*</u>
Central Contra Costa Sanitary District	7:30 a.m. – 4:00 .p.m.
EBMUD	7:30 a.m. – 4:00 .p.m.
Delta Diablo	7:30 a.m. – 4:00 .p.m.

* Monday through Friday, excluding holidays

G:\GpData\NPDES\Illicit Discharge Control Activities\
Inspection Contrac 07 03\Exhibit A-Inspection Contract 07 03.doc
Final: 07/01/03

Estimated Total Inspections

Projected Budget Breakdown ¹

COCSD, DDS, EBMUD Stormwater Inspection Program Agreement Planning

Updated: 4/23/2009

Participating Municipality	Year 1: FY 09-10		Year 2: FY 10-11		Year 3: FY 11-12		Year 4: FY 12-13		Year 5: FY 13-14	
	Inspections	Budget	Inspections	Budget	Inspections	Budget	Inspections	Budget	Inspections	Budget
Antioch	38	\$15,390	38	\$15,852	38	\$16,313	38	\$16,775	38	\$17,237
Clayton	8	\$3,240	8	\$3,337	8	\$3,434	8	\$3,532	8	\$3,629
Concord	214	\$86,670	214	\$89,270	214	\$91,870	214	\$94,470	214	\$97,070
Danville	36	\$14,580	36	\$15,017	36	\$15,455	36	\$15,892	36	\$16,330
El Cerrito	35	\$14,175	35	\$14,600	35	\$15,026	35	\$15,451	35	\$15,876
Hercules ¹	16	\$7,128	16	\$7,342	16	\$7,556	16	\$7,770	16	\$7,983
Lafayette	32	\$12,960	32	\$13,349	32	\$13,738	32	\$14,126	32	\$14,515
Martinez	67	\$27,135	67	\$27,949	67	\$28,763	67	\$29,577	67	\$30,391
Moraga	16	\$6,480	16	\$6,674	16	\$6,869	16	\$7,063	16	\$7,258
Oakley	20	\$8,100	20	\$8,343	20	\$8,586	20	\$8,829	20	\$9,072
Orinda	15	\$6,075	15	\$6,257	15	\$6,440	15	\$6,622	15	\$6,804
Pittsburg	55	\$22,275	55	\$22,943	55	\$23,612	55	\$24,280	55	\$24,948
Pleasant Hill	54	\$21,870	54	\$22,526	54	\$23,182	54	\$23,838	54	\$24,494
Richmond ²	49	\$20,000	48	\$20,000	47	\$20,000	45	\$20,000	44	\$20,000
San Ramon	57	\$23,085	57	\$23,778	57	\$24,470	57	\$25,163	57	\$25,855
Walnut Creek	153	\$61,965	153	\$63,824	153	\$65,683	153	\$67,542	153	\$69,401
Totals:	865	\$351,128	864	\$361,062	863	\$370,996	861	\$380,930	860	\$390,863

NOTE: The inspection goals and identified budgets are provided for planning purposes. As identified in the agreement, AGENCIES will be compensated for their costs associated with providing services under this agreement. If the budget available from a PARTICIPATING MUNICIPALITY is reached and an increase to the budget is not approved, the AGENCY will adjust the inspection activity to stay under the established budget.

- Note 1:** Cost per inspection: \$405.00
10% Travel multiplier: 1.1 Applied to Hercules budget to account for distance traveled by EBMUD staff outside their service area.
Cost of living adjustment: 3%
Note 2: These inspections only represent a portion of Richmond's Industrial/Commercial inspection program.

EXHIBIT "B"

**SECOND AMENDMENT TO
STORMWATER UTILITY AREA AGREEMENT
BETWEEN
THE CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT AND
THE CITY OF CLAYTON**

**SECOND AMENDMENT TO
STORMWATER UTILITY AREA AGREEMENT
BETWEEN
THE CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT AND
THE CITY OF CLAYTON**

FOR COMMERCIAL/INDUSTRIAL STORMWATER INSPECTION SERVICES

1. PARTIES

This SECOND AMENDMENT is entered into on the _____ day of November, 2009, between the City of Clayton, a municipal corporation (hereinafter "CITY"), and the Contra Costa County Flood Control and Water Conservation District, a body corporate and politic (hereinafter "DISTRICT"). The parties to this SECOND AMENDMENT mutually agree and promise as follows.

2. PURPOSE

This SECOND AMENDMENT amends the STORMWATER UTILITY AREA AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF CLAYTON (hereinafter "SUA AGREEMENT") entered into on the 15th day of July, 2003.

3. AMENDMENT

The SUA AGREEMENT is amended by revising the third paragraph in Section 7 to read:

"CITY authorizes DISTRICT, on its behalf, to execute an agreement with the Central Contra Costa Sanitary District, the Delta Diablo Sanitation District, and the East Bay Municipal Utility District (collectively hereinafter "AGENCIES") to implement an industrial and commercial inspection activities and illicit discharge control inspection activities program (hereinafter "INSPECTION PROGRAM"). Implementation of the INSPECTION PROGRAM will be pursuant to the AGREEMENT AMONG THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM), THE CENTRAL CONTRA COSTA SANITARY DISTRICT, THE DELTA DIABLO SANITATION DISTRICT, AND THE EAST BAY MUNICIPAL UTILITY DISTRICT REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION ACTIVITIES dated the 6th day of October, 2009 (hereinafter "INSPECTION AGREEMENT;" attached hereto as Exhibit A), as it may be amended from time to time. CITY's estimated share of the cost for the INSPECTION PROGRAM shall be based on the projected number of inspections shown in Exhibit B attached to the

INSPECTION AGREEMENT. Annually by May 1, CITY and DISTRICT will revise Exhibit B by agreeing to the INSPECTION PROGRAM activities and budget for the subsequent year without further amendment of the SUA AGREEMENT."

4. REMAINING PROVISIONS

Subject to this and prior Amendments, the provisions of the SUA AGREEMENT shall remain in full force and effect.

CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

CITY OF CLAYTON

By: _____
Chair, Board of Supervisors

By: _____
Gary Napper, City Manager

ATTEST:
David Twa, Clerk of the Board of
Supervisors and County Administrator

ATTEST:

By: _____

Laci Jackson, City Clerk

Recommended for Approval:
Julia R. Bueren, Chief Engineer

Recommended for Approval:

By: _____

By: _____
Laura Hoffmeister, Asst. to the City Manager

Form Approved:
Silvano B. Marchesi, County Counsel

Form Approved:

By: _____

By: _____
Daniel Adams, City Attorney



Agenda Date: 11-17-09

Agenda Item: 10a

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laci J. Jackson, City Clerk

DATE: November 17, 2009

SUBJECT: Discuss Paperless Agenda Options

Background

At the City Council Goal Setting meeting, Council asked staff to research the possibility of going "paperless" for City Council meetings. The concept was to have staff research cost/benefit and options for the Council to consider electronic devices to view agenda materials at Council meetings rather than the printed hard copy packet.

Current Cost of Producing Paper Agenda Packets

Hard Costs

Currently staff prepares 10 complete agenda packets per Council meeting (5 for Council, 1 for City Manager, 1 for the City Clerk, 1 for the press, 1 public copy, and 1 copy for the Library). The number of copies in each packet range but are typically between 100 and 300 pages per meeting. Hard costs of preparing the agenda packets are shown below.

Packet Size	100 page packet	300 page packet
Color Pages (.074 per page)	\$1.85 (5 pages)	\$1.11 (15 pages)
Black Pages (.009 per page)	\$0.85 (95 pages)	\$2.57 (285 pages)
Paper (.0068 per page)	\$0.68	\$2.04
Hard Cost Total per packet	\$3.38	\$5.72
* 10 copies made per meeting	\$33.80	\$57.20

Soft Costs

There are also soft costs associated with producing the agenda packets in a paper format. The City Clerk typically spends 1 hour preparing the 100 page packets and an hour more per 100 pages. Therefore a 300 page packet takes approximately 3 hours to copy and assemble the 10 complete agenda packets. The City Clerk also produces an electronic copy of the packet which is posted on the City's webpage. This process takes approximately 30 minutes and includes hyper-linking staff reports and transferring the file to the website.

Cost of "Paperless" Agendas

In order to produce a "paperless" agenda there will need to be some upfront purchases of equipment. Each Councilmember and staff will need to be equipped with a computer to access the Agenda Packet Information.

Options

Laptops

At this time the City Clerk already prepares the agenda in a pdf file with links therefore that document would need to be saved to each of the computers which will be used at the Council meeting. The cost for each computer could range from \$400-\$1200 depending on the size and brand.

The City Council has also expressed interest in using their own laptops to view the agenda packets at home and during the Council meetings. This option is viable as long as the Council has wireless access disabled during the meetings. There would be no hard cost to the City if the Council chose to use their personal devices.

Portable e-book reader

There are many options available for portable book readers. These readers allow the user to read a pdf on a screen the size of a book. This type of device is typically used for avid readers but could be used in setting such as a Council meeting. The cost of these devices can range from \$300-\$500 each.

No packet/ View Online

An alternative to a hard copy or pdf packet is for the Council to view the agenda online from home, print any pages there are questions on and bring only that to the meeting. This could cause problems if there is something the brought up by the public that would require the Council to review it at the time of the meeting since extra hard copies beyond the legally required public hard copy would not be provided.

Public Agenda Packet

The City would continue to make a packet available at the meeting for the general public and all information would continue to be available on the City's website. The packet provided to the Library and the Press would be eliminated since the information is available on the City's website. Those who do not have at home internet access can visit the Clayton Library and access the information free of charge from one of the computers made available to the public during open hours, or can visit City Hall the Monday before the meeting or Tuesday of the meeting to view the hard copy of the packet.

Cost Comparison/ Fiscal Impact

If the Council decides to go "paperless" there would be savings in hard costs, soft costs, and environmental costs.

There is an average of 24 City Council meetings per year. By eliminating the copying of the City Council's Agenda packets (5 total), there would be a cost savings of between \$405-\$686 per year in copying costs. If staff, the press and the Council use "paperless" devices

(9 total), there would be a savings of approximately \$730-\$1235 per year in copying costs. Therefore while there are upfront costs for the "paperless" devices it is possible these devices could pay for themselves over time.

The soft cost savings are harder to quantify but staff time would be saved since staff already produces a pdf copy of the agenda for the website. Some amount of time previously spent copying would be shifted to electronic transfer to the chosen "paperless" device (less than 1 hour).

Adopting this environmentally sustainable practice would also promote resource conservation and reduce thousands of pages of waste per year.

There is no money allocated in this years fiscal year budget however if the Council is interested in preceding PEG funds are available.

Brown Act

In order to ensure that the Brown Act is not violated by internet usage or emailing during Council meetings the computers at the dais will need to have their "wireless" features disabled. This can be easily done and would ensure that the public has the same information as the City Council at the time of decision.

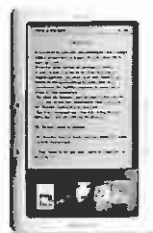
Recommendation

Provide direction to staff.

Attachments: E-reader information

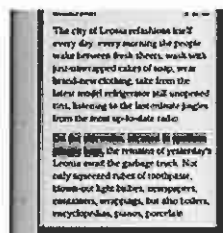
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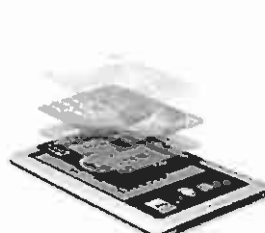
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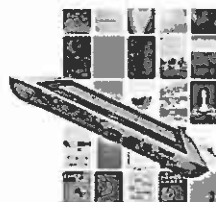
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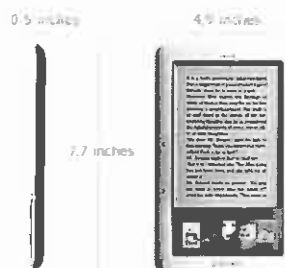
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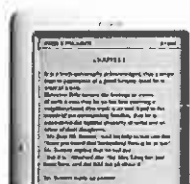
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Personalized Screen Saver

- Customize your nook quickly and easily.
- Load your own photos to create personal screen savers.
- Keep a gallery of cherished pictures on your nook.

Paper-Like Display



E Ink® Vizplex™
 electronic paper

- The most advanced E Ink® Vizplex™ electronic paper display reads like the printed page.
- Read in bright sunlight as clearly as inside your home.
- Make the font size bigger so it's easy on your eyes.

Expandable Storage

- 2GB (approximately 1500 eBooks)
- Expandable microSD slot (buy an extra 16 GB memory card and store up to 17,500).

Audio

Use your nook as an MP3 player to listen to audio books or music. nook holds about 26 hours of audio.

- MP3 player
- Built-in mono speaker
- Universal 3.5 mm stereo headphone jack

Connectors



- Micro USB connector
- Universal 3.5 mm stereo headphone jack
- Expandable microSD slot

Color Touchscreen



- 3.5 inch color touchscreen LCD.
- One touch control and navigation.
- Swipe to browse your library displayed via full-color book covers.

Powerful Battery

Read for days. You can read for up to ten days without recharging with wireless off.

- Installed Rechargeable battery.
- Charging via USB to computer system or power adapter.
- Charging time: 3.5 hours from wall outlet.

Supported File Types

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STAFF REPORT

Approved:  Gary A. Napper City Manager/Executive
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TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: November 17, 2009

Agenda Date: 11-17-09

Agenda Item: 106

SUBJECT: Consideration of leasing of City owned buildings located at 1005 and 1007 Oak Street

RECOMMENDATION

Provide direction to staff.

BACKGROUND

The City of Clayton owns two buildings one is a 2400 sq. foot building that was formerly leased by Permco Engineering and the other a 1600 sq. foot building that was leased by Clayton Mind and Body Day Spa. These buildings have been vacant for about one year.

The City has been working with the developer of the Rivulet a mixed use retail/office and residential project. The details needed to complete their application process have not yet been concluded. Given the time for the entitlement process and construction permit process, it is clear that at this point it will be two years before any actual construction process would commence. The City has been approached to see if we would be interested in leasing the buildings in the interim.

The buildings have been looked at internally and externally by city staff and numerous repair items would be needed in order to make them usable. It is very possible those repair items could be included as tenant responsibility as part of any lease arrangement.

The buildings are also covered by the Town Center Specific Plan. This designation allows for retail activities as permitted uses; offices on ground floor are allowed only by conditional use permit. The prior Engineering office was located before the establishment of the Town Center designation and the Day Spa did receive a conditional use permit. Since the property has been vacant for more than a year there is no grandfathering of the prior land uses and office uses would require new conditional use permit approvals.

CONCLUSION:

The City staff is seeking City Council direction on the following:

Is there interest by the City Council in leasing out the buildings?

If the City Council is interested in leasing the space should the City see if others may be interested in submitting lease proposals or follow up with only those that have indicated their interest in leasing.