CITY OF CLAYTON

Founded 1857.. Incorporated 1964

AGENDA

REGULAR MEETING

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CLAYTON CITY COUNCIL
and
CLAYTON REDEVELOPMENT AGENCY

* * *

TUESDAY, May 18, 2010

6:00 p.m.

Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517

Mayor: Hank Stratford
Vice Mayor: David T. Shuey

Council Members
Howard Geller
Joseph A. Medrano
Julie K. Pierce

- 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 *
May 18, 2010

6:00 p.m.

1. CALL TO ORDER AND ROLL CALL – Mayor Stratford

2. CLOSED SESSION - Conference with Labor Negotiator
Government Code Section 54957.6.
Instructions to City-designated negotiator: City Manager

(a) Employee Organization: Clayton Police Officers Association (CPOA)

(b) Employee Organization: Undesignated City Employees Unit

Report Out from Closed Session: Mayor Stratford

7:00 P.M.

3. PLEDGE OF ALLEGIANCE – led by Mayor Stratford.

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 May 4, 2010. (View Here)

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

(c) Adopt a Resolution approving Engineer's Report and declaring intention to levy and collect assessments for the Street Lighting Assessment District for Fiscal Year 2010-2011, and giving notice of the time and place for hearing on the levy of the proposed real property assessment. (View Here)

5. RECOGNITIONS AND PRESENTATIONS

(a) Certificate of Appreciation to Bob and Tamara Steiner, *Clayton Pioneer*, for their sponsorship of the 2009 and 2010 "Clayton Cleans Up" days. (View Here)

(b) Certificate of Appreciation to the Walnut Creek California Stake, Church of Jesus Christ of Latter-day Saints, for their community service by approximately 100 volunteers who trimmed, pruned and cleared overgrown and dead landscape at the Clayton Community Park on May 8, 2010. (View Here)

6. REPORTS

(a) Planning Commission – No Meeting held.
(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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

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

8. PUBLIC HEARINGS - None.

9. ACTION ITEMS

(a) Discussion of existing agreement between the City and the Mt. Diablo Unified School District for construction and use of a gymnasium at Diablo View Middle School (May 2001), and the City's temporary suspension and prospective resurrection of community recreation programs offered at the site.
(City Manager) (View Here)

Staff recommendation: Following general discussion of the situation, that Council provide any policy direction to staff regarding these matters.

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

11. ADJOURNMENT– the next regularly scheduled meeting is Tuesday, May 18, 2010.

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* CLAYTON REDEVELOPMENT AGENCY *

May 18, 2010

1. CALL TO ORDER THE REDEVELOPMENT AGENCY- Chairman Medrano.

2. PUBLIC COMMENTS

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

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

3. CONSENT CALENDAR

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

(a) Approve the minutes of the regular meeting of March 2, 2010. (View Here)

(b) Authorize the Executive Director to purchase 208 Stranahan Circle (APN 119-620-005) and in behalf of the Clayton Redevelopment Agency for the cash amount of $368,709.00 in Agency Low-Moderate Income Affordable Housing restricted-use funds, and authorize the Executive Director to commence procedures for the resale of this residential unit to a qualified Low-Income Household. (View Here)

(c) Authorize the Executive Director to purchase 278 Stranahan Circle (APN 119-620-040-4) and in behalf of the Clayton Redevelopment Agency for the cash amount of $290,360.00 in Agency Low-Moderate Income Affordable Housing restricted-use funds, and authorize the Executive Director to commence procedures for the resale of this residential unit to a qualified Low-Income Household. (View Here)

4. PUBLIC HEARING - None

5. ACTION ITEMS – None.

6. BOARD ITEMS – limited to requests and directives for next meeting.

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

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MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 5-18-10

Agenda Item: 4a

TUESDAY, May 4, 2010

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:03 p.m. by Mayor Stratford in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Stratford, Councilmembers Geller, Medrano, and Pierce. Councilmember absent: Vice Mayor Shuey. Staff present: City Manager Gary Napper, Community Development Director David Woltering, City Engineer Rick Angrisani, Assistant City Attorney Maury Huguet Jr., and City Clerk Laci Jackson.

2. **CLOSED SESSION**-None.

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

4. **CONSENT CALENDAR- It was moved by Councilmember Medrano, seconded by Councilmember Pierce to approve the Consent Calendar as submitted (Passed; 4-0 vote).**

(a) Approved the minutes of the regular meeting of April 20, 2010.

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

(c) Adopted Resolution 13-2010 calling for the preparation of the annual Engineer's Report for levy of FY 2010-2011 assessments in the Clayton Street Lighting Assessment District (pursuant to the Street Lighting Act of 1919).

(d) Accepted the City Financial Investment Report for the 3rd Quarter of Fiscal Year 2009-2010, ending March 31, 2010.

5. **RECOGNITIONS AND PRESENTATIONS** – None.

6. **REPORTS**

(a) Planning Commission – No meeting held.

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

(c) The City Manager reported the State Department of Finance released population data and Clayton increased its population by 89 people to 10,962. He stated the State of California's revenue projections came in about $3 billion short and additionally due to the oil spill the Governor is no longer projecting $200 million in revenue from drilling off the Santa Barbara coast. Finally, late this afternoon the Sacramento Superior Court Judge who ruled that the State's taking of Redevelopment Agency money last year was illegal, ruled in favor of the State of California's $2.01 billion take this year. The Clayton Redevelopment Agency, barring a successful appeal, will be required to pay the State of California $2.3 million over the next two years. He stated this is an unfortunate ruling for the City and all redevelopment agencies. It gives the State a blank check to rob local funds.

(d) City Council

Councilmember Geller worked at the Art and Wine Festival and thanked all those involved with the event. He noted the 1st Concert in The Grove will be this Saturday starting at 6 p.m.

Councilmember Medrano has been working on bringing in All Out Sports League to run programs out of the Gym and will be meeting with the School Board soon.

Councilmember Pierce attended a Transportation Authority meeting and the ABAG Annual meeting. She attended the Clayton Cleans Up and thanked Bob and Tamara Steiner, and Allied Waste Services for organizing the event. She attended the Library Murder Mystery event and the California Council of Governments Conference. She reminded everyone the first concert of the season and the Farmers' Market begin Saturday May 8th. She reminded citizens that chairs and blankets cannot be placed in the park before 4 p.m. on concert day.

(e) Other – None.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Ed Hartley, CBCA President, stated the 15th Annual Clayton Art and Wine Festival was a success. He thanked the attendees, volunteers, the City Maintenance and Police departments, as well as the downtown business owners, and the Clayton Community Church for use of their land. He stated the money raised will benefit the community.

The Mayor thanked Mr. Hartley and CBCA for a great event.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

(a) Second Reading and Adoption of Ordinance No. 427 increasing the prima facie speed limit on Clayton Road and Marsh Creek Road, between Oakhurst Drive and Regency Drive, from 40 MPH to 45 MPH.

The City Engineer reported the City of Clayton conducted speed surveys during the last two weeks of March and the first week of April. The surveys showed that 4 roadway segments would be candidates for having their speed limits increased. While two of the segments could remain unchanged due to mitigating circumstances, the speed limit must be raised on certain segments of Clayton Road and Marsh Creek Road. The new speed limits will go into effect in 30 days and when signs are posted. If the Council does not adopt the proposed Ordinance an illegal speed trap would exist.

No public comments were received.

It was moved by Councilmember Medrano, seconded by Councilmember Pierce to have the City Clerk read Ordinance No. 427 by title and number only and waive further reading.

The City Clerk read Ordinance No. 427 by title and number only.

It was moved by Councilmember Medrano, seconded by Councilmember Pierce to adopt Ordinance No. 427 (Passed; 4-0 vote).

10. **COUNCIL ITEMS**- None.

11. **ADJOURNMENT**– On call by Mayor Stratford the meeting adjourned at 7:28 p.m.

Respectfully submitted,

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Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

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Hank Stratford, Mayor

CITY OF CLAYTON
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Agenda Date: 05/18/10

Agenda Item: 4b

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MERRY PELLETIER, FINANCE MANAGER

DATE: MAY 18, 2010

SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION Approve the following obligations.

RUN DATE	OBLIGATION NUMBERS	TOTALS
05/14/10	17076 – 17138	$2,062,626.57

Invoice Distribution Report

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

Attachments:
Invoice Distribution Report 05/14/10 (10 pages)

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-2206-00.0.0-000 - PERS Liability					
17076	Retirement PPE 4/18/10	201	CalPERS		
		7	PD Survivor Benefit 4/18/10	Paid	10.23
A101-2206-00.0.0-000 - PERS Liability			*** Account total ***		10.23
A101-5101-00.0.0-000 - Business Licenses					
17116	Refund Biz Lic Overpay 5/10	2619	ParcelQuest		
		1	Refund Biz Lic Overpay 5/10	Inv	53.00
A101-5101-00.0.0-000 - Business Licenses			*** Account total ***		53.00
A101-7218-02.0.0-000 - Life and LTD Insurance					
17100	LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
		1	Adm LTD 5/10	Inv	389.09
A101-7218-02.0.0-000 - Life and LTD Insurance			*** Account total ***		389.09
A101-7218-03.0.0-000 - Life and LTD Insurance					
17100	LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
		2	PW LTD 5/10	Inv	226.41
A101-7218-03.0.0-000 - Life and LTD Insurance			*** Account total ***		226.41
A101-7218-04.0.0-000 - Life and LTD Insurance					
17100	LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
		3	Planning LTD 5/10	Inv	115.21
A101-7218-04.0.0-000 - Life and LTD Insurance			*** Account total ***		115.21
A101-7218-06.0.0-000 - Life and LTD Insurance					
17100	LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
		4	PD LTD 5/10	Inv	624.92
A101-7218-06.0.0-000 - Life and LTD Insurance			*** Account total ***		624.92
A101-7220-02.0.0-000 - PERS Retirement					
17076	Retirement PPE 4/18/10	201	CalPERS		
		2	Admin 4/18/10	Paid	3,968.69
A101-7220-02.0.0-000 - PERS Retirement			*** Account total ***		3,968.69
A101-7220-03.0.0-000 - PERS Retirement					
17076	Retirement PPE 4/18/10	201	CalPERS		
		3	PW 4/18/10	Paid	2,316.72
A101-7220-03.0.0-000 - PERS Retirement			*** Account total ***		2,316.72
A101-7220-04.0.0-000 - PERS Retirement					
17076	Retirement PPE 4/18/10	201	CalPERS		
		4	Planning 4/18/10	Paid	1,176.88
A101-7220-04.0.0-000 - PERS Retirement			*** Account total ***		1,176.88
A101-7220-06.0.0-000 - PERS Retirement					
17076	Retirement PPE 4/18/10	201	CalPERS		
		5	Police 4/18/10	Paid	12,650.49
A101-7220-06.0.0-000 - PERS Retirement			*** Account total ***		12,650.49

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7246-02.0.0-000 - Benefit Insurance				
17100 LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
	6	Adm Life, ADD 5/10	Inv	67.50
A101-7246-02.0.0-000 - Benefit Insurance		*** Account total ***		67.50
A101-7246-03.0.0-000 - Benefit Insurance				
17100 LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
	7	PW Life, ADD 5/10	Inv	56.25
A101-7246-03.0.0-000 - Benefit Insurance		*** Account total ***		56.25
A101-7246-04.0.0-000 - Benefit Insurance				
17100 LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
	8	Planning Life, ADD 5/10	Inv	22.50
A101-7246-04.0.0-000 - Benefit Insurance		*** Account total ***		22.50
A101-7246-06.0.0-000 - Benefit Insurance				
17100 LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
	9	PD Life, ADD 5/10	Inv	135.00
A101-7246-06.0.0-000 - Benefit Insurance		*** Account total ***		135.00
A101-7311-03.0.0-000 - General Supplies				
17131 PW Misc Charges 4/10	2349	US Bank Corp Pymt System		
	2	PW Gen Sup 4/10	Inv	106.46
A101-7311-03.0.0-000 - General Supplies		*** Account total ***		106.46
A101-7311-06.0.0-000 - General Supplies				
17132 PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
	3	PD Gym Gate Keys 4/10	Inv	8.70
A101-7311-06.0.0-000 - General Supplies		*** Account total ***		8.70
A101-7312-05.0.0-000 - Office Supplies/Expense				
17130 Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
	1	Adm Off Sup 4/10	Inv	74.04
A101-7312-05.0.0-000 - Office Supplies/Expense		*** Account total ***		74.04
A101-7312-06.0.0-000 - Office Supplies/Expense				
17132 PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
	4	PD Office Supplies 4/10	Inv	263.33
A101-7312-06.0.0-000 - Office Supplies/Expense		*** Account total ***		263.33
A101-7314-06.0.0-000 - Postage				
17132 PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
	5	PD Postage 4/10	Inv	22.33
A101-7314-06.0.0-000 - Postage		*** Account total ***		22.33
A101-7324-06.0.0-000 - Dues and Subscriptions				
17132 PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
	6	Explorer Charters 4/10	Inv	90.00
A101-7324-06.0.0-000 - Dues and Subscriptions		*** Account total ***		90.00

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7329-09.0.0-000 - Park Supplies					
	17124 PW Landscape Supp 4/10	2213	Crop Production Svcs		
		1	PW Landscape Supp 4/10	Inv	1,092.50
A101-7329-09.0.0-000 - Park Supplies			*** Account total ***		1,092.50
A101-7331-05.0.0-000 - Rentals/Leases					
	17091 Admin Copier Copies 4/10	2371	Konica Minolta Bus Sol-Copies		
		1	Adm Copier Copies 4/10	Inv	329.11
	17134 Adm-Postage Mach Lease 6/10	896	Neopost Leasing		
		1	Adm-Postage Mach Rental 6/10	Inv	221.79
A101-7331-05.0.0-000 - Rentals/Leases			*** Account total ***		550.90
A101-7332-02.0.0-000 - Telecommunications					
	17092 CH Outside Phone Booth 5/10	2205	Pacific Telemanagement Svc		
		1	CH Outside Phone Booth 5/10	Inv	73.00
	17098 PW & Adm Cell Phones 4/10	2110	Sprint Comm (PW & ADM)		
		2	Adm Cell Phones 4/10	Inv	111.75
A101-7332-02.0.0-000 - Telecommunications			*** Account total ***		184.75
A101-7332-03.0.0-000 - Telephone					
	17098 PW & Adm Cell Phones 4/10	2110	Sprint Comm (PW & ADM)		
		1	PW Cell Phones 4/10	Inv	206.85
A101-7332-03.0.0-000 - Telephone			*** Account total ***		206.85
A101-7332-06.0.0-000 - Telephone					
	17094 PD Command Trl Sat Phn 4/10	2460	Globalstar LLC		
		1	PD Command Trl Sat Phn 4/10	Inv	27.09
	17096 PD Cell Phones 4/10	1223	Sprint Comm (PD)		
		1	PD Cell Phones 4/10	Inv	306.16
A101-7332-06.0.0-000 - Telephone			*** Account total ***		333.25
A101-7338-03.0.0-000 - Water Services					
	17128 City Water Usage 3-4/10	67	Contra Costa Water Dist.		
		1	City Hall 3-4/10	Inv	91.91
		2	PW Bldg 3-4/10	Inv	88.46
		8	Stranahan Park 3-4/10	Inv	95.13
		13	Oak St Meters 3-4/10	Inv	96.84
A101-7338-03.0.0-000 - Water Services			*** Account total ***		372.34
A101-7338-07.0.0-000 - Water Services					
	17128 City Water Usage 3-4/10	67	Contra Costa Water Dist.		
		3	Library 3-4/10	Inv	280.08
A101-7338-07.0.0-000 - Water Services			*** Account total ***		280.08
A101-7342-03.0.0-000 - Machinery/Equipment Maintenanc					
	17125 PW Equip Mtn 4/10	1541	Turf Star, Inc.		
		1	PW Equip Mtn 4/10	Inv	202.68
A101-7342-03.0.0-000 - Machinery/Equipment Maintenanc			*** Account total ***		202.68
A101-7342-06.0.0-000 - Machinery/Equipment Maintenanc					
	17132 PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
		7	PD Taser Repair 4/10	Inv	97.11
A101-7342-06.0.0-000 - Machinery/Equipment Maintenanc			*** Account total ***		97.11

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7343-06.0.0-000 - Vehicle Maintenance						
	17132	PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
			8	PD Vehicle Mtn & Car Wash 4/10	Inv	849.59
A101-7343-06.0.0-000 - Vehicle Maintenance				*** Account total ***		849.59
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies						
	17131	PW Misc Charges 4/10	2349	US Bank Corp Pymt System		
			1	PW Gas 4/10	Inv	844.31
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies				*** Account total ***		844.31
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies						
	17132	PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
			1	PD Gas 4/10	Inv	2,672.59
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies				*** Account total ***		2,672.59
A101-7347-03.0.0-000 - Deferred Mtn Projects						
	17118	LIbrary New Carpet 5/10	2635	Professional Floor & Design In		
			1	LIbrary New Carpet 5/10	Inv	5,300.00
	17120	Library Electrical Cvr 4/10	1778	Graybar Electric Co, Inc		
			1	Library Electrical Cvr 4/10	Inv	563.48
A101-7347-03.0.0-000 - Deferred Mtn Projects				*** Account total ***		5,863.48
A101-7351-05.0.0-000 - Insurance Premiums						
	17088	Special Event Insurance 4/10	70	HUB Inter of CA Ins Svc		
			1	Special Event Ins 4/10	Inv	100.19
A101-7351-05.0.0-000 - Insurance Premiums				*** Account total ***		100.19
A101-7372-01.0.0-000 - Conferences						
	17130	Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
			2	CC ABAG Attendance 4/10	Inv	85.00
A101-7372-01.0.0-000 - Conferences				*** Account total ***		85.00
A101-7373-06.0.0-000 - Education & Training						
	17132	PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
			2	PD Training 4/10	Inv	255.96
A101-7373-06.0.0-000 - Education & Training				*** Account total ***		255.96
A101-7411-08.0.0-000 - Professional Services Retainer						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			1	Eng Svc 4/24/10-5/7/10	Inv	2,494.50
A101-7411-08.0.0-000 - Professional Services Retainer				*** Account total ***		2,494.50
A101-7415-02.0.0-000 - Computer Services						
	17130	Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
			3	Adm Website Renewal 4/10	Inv	192.00
A101-7415-02.0.0-000 - Computer Services				*** Account total ***		192.00
A101-7419-01.0.0-000 - Other Professional Services						
	17135	Video City Council Mtg 5/4/10	1467	LarryLogic Productions		
			1	Video CC Mtg Eng Svc #9173	Inv	270.00
A101-7419-01.0.0-000 - Other Professional Services				*** Account total ***		270.00

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7419-05.0.0-000 - Other Professional Services						
	17099	FSA Acct Admin 4/10	2500	Employee Benefit Specialists,		
			1	FSA Acct Admin 4/10	Inv	100.00
	17123	SERAF Shift FY 09-10	2102	CCC Treasurer		
			3	Wire Trx SERAF FY 09-10	Inv	25.00
A101-7419-05.0.0-000 - Other Professional Services				*** Account total ***		125.00
A101-7419-06.0.0-000 - Other Professional Services						
	17089	PD-Crossing Guard WE 4/24/10	1538	All City Management Services,		
			1	PD-Crossing Guard WE 4/24/10	Inv	465.00
	17095	PD Haz Mat Disposal 5-7/10	2507	Stericycle Inc		
			1	PD Haz Mat Disp 5-7/10	Inv	165.88
	17113	PD PreEmpl Screen Sischo 4/10	1174	Psychological Resources Inc.		
			1	PD PreEmpl Screen Sischo 4/10	Inv	400.00
	17126	PD PreEmpl Poly 4/10	2585	TTI Polygraph		
			1	PD PreEmpl Poly 4/10	Inv	300.00
	17127	PD PreEmpl Health Eval 4/10	1875	Muir/ Diablo Occupation Medici		
			1	PD PreEmpl Health Eval 4/10	Inv	436.00
	17132	PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
			9	PD Backgrnd Checks 4/10	Inv	62.75
A101-7419-06.0.0-000 - Other Professional Services				*** Account total ***		1,829.63
A101-7430-08.0.0-000 - Well Monitoring Fee						
	17130	Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
			4	Adm Well Monitoring 4/10	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						
	17131	PW Misc Charges 4/10	2349	US Bank Corp Pymt System		
			6	PW St Signs 4/10	Inv	385.87
A201-7327-00.0.0-000 - Street Maintenance Supplies				*** Account total ***		385.87
A201-7412-00.0.0-000 - Engineering/Inspection Service						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			2	P-TAP 11 #9179	Inv	150.88
			4	Gas Tax Insp #9170	Inv	457.50
A201-7412-00.0.0-000 - Engineering/Inspection Service				*** Account total ***		608.38
A210-7311-00.0.0-000 - General Supplies						
	17122	PW Landscape Supp 4/10	17	Bay Area Barricade Serv.		
			1	PW Landscape Supp 4/10	Inv	366.54
	17124	PW Landscape Supp 4/10	2213	Crop Production Svcs		
			2	PW Landscape Supp 4/10	Inv	2,064.83
	17131	PW Misc Charges 4/10	2349	US Bank Corp Pymt System		
			4	PW Landscape Supp 4/10	Inv	311.64
A210-7311-00.0.0-000 - General Supplies				*** Account total ***		2,743.01
A210-7338-00.0.0-000 - Water Services						
	17128	City Water Usage 3-4/10	67	Contra Costa Water Dist.		
			11	City Irrigation 3-4/10	Inv	1,387.57
A210-7338-00.0.0-000 - Water Services				*** Account total ***		1,387.57

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A210-7342-00.0.0-000 - Machinery/Equip Maintenance				
17121 PW Equip Mtn 2-3/10	62	Concord Garden Equipment		
	1	PW Equip Mtn 2-3/10	Inv	1,817.63
A210-7342-00.0.0-000 - Machinery/Equip Maintenance		*** Account total ***		1,817.63
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies				
17131 PW Misc Charges 4/10	2349	US Bank Corp Pymt System		
	3	PW Landscape Fuel 4/10	Inv	896.40
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies		*** Account total ***		896.40
A210-7419-00.0.0-000 - Other Professional Services				
17097 OH Waterfall Mtn 5/10	2266	Rock N Waterfall Co		
	1	OH Waterfall Mtn 5/10	Inv	650.00
17115 Weed Abatement 4/10	2636	Environtech Enterprises		
	1	Weed Abatement 4/10	Inv	11,333.00
A210-7419-00.0.0-000 - Other Professional Services		*** Account total ***		11,983.00
A210-7425-00.0.0-003 - Adopt A Trail Expenses				
17136 Adopt-A-Trail Ad 4/10	2121	Clayton Pioneer		
	1	Adopt-A-Trail Ad 4/10	Inv	200.00
A210-7425-00.0.0-003 - Adopt A Trail Expenses		*** Account total ***		200.00
A211-7310-00.0.0-000 - Supplies and Equipment				
17131 PW Misc Charges 4/10	2349	US Bank Corp Pymt System		
	5	PW Grove Supplies 4/10	Inv	744.87
A211-7310-00.0.0-000 - Supplies and Equipment		*** Account total ***		744.87
A211-7338-00.0.0-000 - Water Services				
17128 City Water Usage 3-4/10	67	Contra Costa Water Dist.		
	12	Grove Park 3-4/10	Inv	356.76
A211-7338-00.0.0-000 - Water Services		*** Account total ***		356.76
A212-7413-00.0.0-000 - Legal Services				
17093 GHAD Legal Svc 4/10	159	Turner, Huguet & Adams		
	2	GHAD Legal Svc 4/10	Inv	1,924.00
A212-7413-00.0.0-000 - Legal Services		*** Account total ***		1,924.00
A214-7412-00.0.0-000 - Engineering/Inspection Service				
17129 Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
	3	St Lt AD FY 10-11 #9178	Inv	183.00
A214-7412-00.0.0-000 - Engineering/Inspection Service		*** Account total ***		183.00
A216-7409-00.0.0-000 - Street Sweeping				
17090 Street Sweeping 4/10	1459	Clean Street		
	1	Street Sweeping 4/10	Inv	3,500.00
A216-7409-00.0.0-000 - Street Sweeping		*** Account total ***		3,500.00
A216-7520-00.0.0-000 - Project/Program Costs				
17130 Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
	5	Clytn Cleans Up Gloves 4/10	Inv	86.83
A216-7520-00.0.0-000 - Project/Program Costs		*** Account total ***		86.83

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A230-7218-00.0.0-000 - LTD Insurance-COPS					
17100	LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
		5	PD Grant LTD 5/10	Inv	42.43
A230-7218-00.0.0-000 - LTD Insurance-COPS			*** Account total ***		42.43
A230-7220-00.0.0-813 - PERS Retirement-COPS					
17076	Retirement PPE 4/18/10	201	CalPERS		
		6	PD Grant 4/18/10	Paid	935.98
A230-7220-00.0.0-813 - PERS Retirement-COPS			*** Account total ***		935.98
A230-7246-00.0.0-000 - Benefit Insurance					
17100	LTD, Life & ADD 5/10	65	Municipal Pooling Authority		
		10	PD Grant Life, ADD 5/10	Inv	11.25
A230-7246-00.0.0-000 - Benefit Insurance			*** Account total ***		11.25
A230-7520-00.0.0-824 - Motorcycle Grant Costs					
17132	PD Misc Charges 4/10	2349	US Bank Corp Pymt System		
		10	PD Motorcycle Supp 4/10	Inv	1,037.56
A230-7520-00.0.0-824 - Motorcycle Grant Costs			*** Account total ***		1,037.56
A301-2105-00.0.0-000 - Note Payable LMI RDA Fund					
17123	SERAF Shift FY 09-10	2102	CCC Treasurer		
		2	SERAF Shift FY 09-10	Inv	592,412.00
A301-2105-00.0.0-000 - Note Payable LMI RDA Fund			*** Account total ***		592,412.00
A301-7520-00.0.0-003 - Concerts in the Grove Park					
17077	Grove Concert Sound Svc 5/8/10	2376	Don Stone		
		1	Grove Concert Sound Svc 5/8/10	Paid	600.00
17078	Grove Concert Band 5/8/10	2627	Ron A Jamison		
		1	Grove Concert Band 5/8/10	Paid	1,600.00
17079	Grove Concert Sound Svc 9/11/1	2376	Don Stone		
		1	Grove Concert Sound Sv 9/11/10	Inv	600.00
17080	Grove Concert Sound Svc 8/28/1	2376	Don Stone		
		1	Grove Concert Sound Sv 8/28/10	Inv	600.00
17081	Grove Concert Sound Svc 8/14/1	2376	Don Stone		
		1	Grove Concert Sound Sv 8/14/10	Inv	600.00
17082	Grove Concert Sound Svc 7/31/1	2376	Don Stone		
		1	Grove Concert Sound Sv 7/31/10	Inv	600.00
17083	Grove Concert Sound Svc 7/17/1	2376	Don Stone		
		1	Grove Concert Sound Sv 7/17/10	Inv	600.00
17084	Grove Concert Sound Svc 7/3/10	2376	Don Stone		
		1	Grove Concert Sound Svc 7/3/10	Inv	600.00
17085	Grove Concert Sound Svc 6/5/10	2376	Don Stone		
		1	Grove Concert Sound Svc 6/5/10	Inv	600.00
17086	Grove Concert Sound Svc 5/22/1	2376	Don Stone		
		1	Grove Concert Sound Sv 5/22/10	Inv	600.00
17087	Grove Concert Sound Svc 6/19/1	2376	Don Stone		
		1	Grove Concert Sound Sv 6/19/10	Inv	600.00
17102	Grv Concert Hit Waves 9/11/10	2631	Laurent Fourgo		
		1	Grv Concert Hit Waves 9/11/10	Inv	1,400.00

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A301-7520-00.0.0-003 - Concerts in the Grove Park				*** Continued ***		
	17103	Concert 7/31/10	2631	Laurent Fourgo		
			1	Concert 7/31/10	Inv	1,300.00
	17104	Concert 8/28/10	2632	James Kimball		
			1	Concert 8/28/10	Inv	1,500.00
	17105	Concert 8/14/10	2448	David Hosley		
			1	Concert 8/14/10	Inv	1,300.00
	17106	Concert 7/17/10	2630	Michael Paul Mallett		
			1	Concert 7/17/10	Inv	625.00
	17107	Concert 7/3/10	2629	Adam Molinar		
			1	Concert 7/3/10	Inv	650.00
	17108	Concert 6/19/10	2425	Bill Garvin		
			1	Concert 6/19/10	Inv	600.00
	17109	Concert 6/5/10	2628	Dorothy Watson		
			1	Concert 6/5/10	Inv	650.00
	17110	Concert 5/22/10	2421	Christopher G Rossi		
			1	Concert 5/22/10	Inv	750.00
	17119	Grv Concert Clean-up Tshirts 5	2634	Innovative Impressions		
			1	Grv Concert Cln-up Tshts 5/10	Inv	216.86
	17130	Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
			6	Poster Paper 4/10	Inv	30.00
A301-7520-00.0.0-003 - Concerts in the Grove Park				*** Account total ***		16,621.86
A302-7419-00.0.0-000 - Other Professional Services						
	17114	Housing Element Updt 4/10	1156	PMC		
			1	Housing Element Updt 4/10	Inv	651.24
A302-7419-00.0.0-000 - Other Professional Services				*** Account total ***		651.24
A302-7520-00.0.0-007 - Smith 272 Stranahan Cir						
	17128	City Water Usage 3-4/10	67	Contra Costa Water Dist.		
			10	272 Stran Cls 4/26/10	Inv	55.33
A302-7520-00.0.0-007 - Smith 272 Stranahan Cir				*** Account total ***		55.33
A303-7520-00.0.0-104 - Downtown Economic Dev Project						
	17111	Grove Concert Flyers 5/10	2551	Hyde Printing Inc		
			1	Grove Concert Flyers 5/10	Inv	797.53
	17123	SERAF Shift FY 09-10	2102	CCC Treasurer		
			1	SERAF Shift FY 09-10	Inv	1,374,542.00
A303-7520-00.0.0-104 - Downtown Economic Dev Project				*** Account total ***		1,375,339.53
A303-7520-00.0.0-118 - 2010 Old MarshCreek Rd Overlay						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			5	Eng Svc #9176	Inv	707.44
A303-7520-00.0.0-118 - 2010 Old MarshCreek Rd Overlay				*** Account total ***		707.44
A501-7311-00.0.0-000 - General Supplies						
	17130	Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
			7	Adm City TShirts 4/10	Inv	246.83
A501-7311-00.0.0-000 - General Supplies				*** Account total ***		246.83

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A502-7311-00.0.0-000 - Supplies						
	17130	Adm: Misc Charges 4/10	2349	US Bank Corp Pymt System		
			8	Adm Folding Chairs 4/10	Inv	108.70
A502-7311-00.0.0-000 - Supplies				*** Account total ***		108.70
A601-2730-00.0.0-009 - City Hall Rental Deposit						
	17133	Refund CH Mtg Rm Dep 4/27/09	882	Westwood Property Owners Assn.		
			1	Refund CH Mtg Rm Dep 4/27/09	Inv	100.00
	17137	Refund CH Dep 10/11/08	2638	Justine Holmes		
			1	Refund CH Dep 10/11/08	Inv	100.00
A601-2730-00.0.0-009 - City Hall Rental Deposit				*** Account total ***		200.00
A601-2739-00.0.0-000 - Clayton Community Library Foun						
	17101	Library Volunteer 5/10	1160	Arlene H. Kikkawa-Nielsen		
			1	Library Volunteer /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						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			6	Eng Svc #9171	Inv	83.00
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP				*** Account total ***		83.00
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			7	Eng Svc #9172	Inv	83.00
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP				*** Account total ***		83.00
A601-2740-00.0.0-565 - Crosno Const-CCWD Drain Dep						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			8	Eng Svc #9175	Inv	62.25
A601-2740-00.0.0-565 - Crosno Const-CCWD Drain Dep				*** Account total ***		62.25
A601-2740-00.0.0-572 - Conoco Phillips SW "L"- EP2883						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			9	Eng Svc #9177	Inv	62.25
A601-2740-00.0.0-572 - Conoco Phillips SW "L"- EP2883				*** Account total ***		62.25
A601-2741-00.0.0-566 - Creekside Ter VIZf/x Consult						
	17138	Creekside Terr Env Docs 4/10	2541	VIZf/x		
			1	Creekside Terr Env Docs 4/10	Inv	1,400.00
A601-2741-00.0.0-566 - Creekside Ter VIZf/x Consult				*** Account total ***		1,400.00
A601-2743-00.0.0-566 - Creekside Terrace Permco						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			10	Eng Svc #9174	Inv	825.00
A601-2743-00.0.0-566 - Creekside Terrace Permco				*** Account total ***		825.00
A601-2744-00.0.0-516 - Guttry SWP 21-09						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			11	Eng Svc #9173	Inv	41.50
A601-2744-00.0.0-516 - Guttry SWP 21-09				*** Account total ***		41.50

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2744-00.0.0-518 - Weisendanger SWP						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			12	Eng Svc #9173	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						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			13	Eng Svc #9173	Inv	41.50
A601-2744-00.0.0-537 - Steven Woerner SWP 28-08				*** Account total ***		41.50
A601-2744-00.0.0-562 - J. Mourelatos SWP 19-09						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			14	Eng Svc #9173	Inv	20.75
A601-2744-00.0.0-562 - J. Mourelatos SWP 19-09				*** Account total ***		20.75
A601-2744-00.0.0-563 - Jonathan, Tim SWP 20-09						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			15	Eng Svc #9173	Inv	41.50
A601-2744-00.0.0-563 - Jonathan, Tim SWP 20-09				*** Account total ***		41.50
A601-2744-00.0.0-564 - Nelson, Karen Minor SWP10-01						
	17112	Refund SWP 10-01 Dep 5/10	2637	Karen Nelson		
			1	Refund SWP 10-01 Dep 5/10	Inv	500.00
A601-2744-00.0.0-564 - Nelson, Karen Minor SWP10-01				*** Account total ***		500.00
A601-2744-00.0.0-569 - Omeara SWP 01-10						
	17129	Eng Svc 4/24/10-5/7/10	116	PERMCO, Inc.		
			16	Eng Svc #9173	Inv	41.50
A601-2744-00.0.0-569 - Omeara SWP 01-10				*** Account total ***		41.50
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits						
	17117	Refund EH Dep less Fees 3/24/1	1800	AAUW		
			1	Refund EH Dep less Fee 3/24/10	Inv	500.00
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits				*** Account total ***		500.00
A702-5607-00.0.0-000 - Revenue						
	17117	Refund EH Dep less Fees 3/24/1	1800	AAUW		
			2	EH Fees 3/24/10	Inv	-100.00
A702-5607-00.0.0-000 - Revenue				*** Account total ***		-100.00
A702-7338-00.0.0-000 - Water Services						
	17128	City Water Usage 3-4/10	67	Contra Costa Water Dist.		
			4	End Hall 3-4/10	Inv	148.39
A702-7338-00.0.0-000 - Water Services				*** Account total ***		148.39
* Report total *				*** Total ***		2,062,626.57

Agenda Date: 5-18-10

Agenda Item: 4C

ENGINEER'S REPORT

DATE: **MAY 20, 2010**

TO: **CITY COUNCIL**

FROM: **CITY ENGINEER**

RE: **STREET LIGHT ASSESSMENT DISTRICT - FISCAL YEAR 2010-11**

This report has been prepared in accordance with the requirements of the Street Lighting Act of 1919 (Section 18091 of the Street and Highways Code).

HISTORICAL REVIEW

Prior to 1979, the year the City formed the Street Light Assessment District, all subdivisions were annexed to the City's Lighting District #1. This district became a Special District, which made it eligible for a small portion of the property tax as well as Special Augmentation Funds for special districts.

When the Assessment District was formed, primarily to pay for street lighting in residential areas with street lights, the City ceased annexing new subdivisions to Lighting District #1. While the City continues to receive moneys on Lighting District #1 as Special Augmentation Funds, the amounts are expected to decrease. The expected income for FY 2010-11 is approximately $28,000.

All of the residential subdivisions with street lighting have now been annexed to the district and are being assessed annually.

When the Street Light Assessment District was formed, it was the City Council's policy that the residential street lighting be paid by the Assessment District and arterial street lighting by Lighting District #1.

PROPOSITION 218

In 2001, significant increases in electric charges from PG&E were anticipated and a large increase was proposed in the annual assessments. It was finally determined that any increases over the amounts being assessed when Proposition 218 was approved, were subject to the terms of Proposition 218. A ballot election was held and the proposed increases were rejected by almost 60% of the votes cast. Based upon that result, a public meeting and public hearing was held on the pre-218 assessments based upon the old majority protest procedures. Since there was not a majority protest, the pre-218 assessments were levied.

Due to the current fiscal climate, I again do not recommend that the City attempt another 218 election in order to increase the assessments.

DETERMINATION OF SPECIAL BENEFIT

For this district, being limited to street lighting, the finding of a special benefit is relatively simple. Those properties, occupied and located on a lighted public street, receive a special benefit relative to those properties located on unlit streets. This benefit may be described as additional protection for residents from criminal activity and, to a lesser extent, vehicular traffic. It should be noted that I am saying that the lights protect the pedestrians from vehicular traffic by increasing the pedestrians' ability to see and not the other way around.

There may be some who would argue that since pedestrians benefit from the additional protection and that some of the pedestrians may be other than the actual residents, a general benefit exists. However, I believe that the number of trips by non-residents would be minuscule compared to the residents' trips and impossible to reasonably quantify.

There are some publicly owned parcels (open space areas) that do have some frontage along lighted public streets. However, since these properties are not occupied, no benefit, either special or general, is received.

Therefore, I can only find that no "general" benefit exists.

DISTRICT IMPROVEMENTS

The district improvements consist of streetlights located on residential streets. The streetlights may be mounted on PG&E poles or on their own poles (either wood, metal or concrete).

ESTIMATED COSTS

Actual PG&E costs for FY 2009-10 will be approximately $98,000. Based upon expenditures to date, the City's labor, materials and overhead costs should be approximately $32,743.

We are projecting a modest increase in electrical costs over the current year's actual costs to $99,000 for the almost 800 streetlights covered by the assessment district. In addition, we are proposing that the maintenance and administrative budgets be set at $33,830.

METHOD OF ASSESSMENT

In detached, single family subdivisions with public streets, the special benefit received from street lights is equal to all the lots, regardless of size, and the assessment should, therefore, be equal for every lot and will be assigned an assessment unit of one.

In those subdivisions with private streets, but served or traversed by public, lit streets, the property owners already pay for a share of their private street lighting and the ratio of lots to the number of public lights is higher than those in subdivisions with all public streets. Therefore, in order to provide an equitable assessment, I have assigned assessment units of one-half to single family and duet subdivisions (Oak Hollow and Black Diamond) and one-quarter to multifamily subdivisions (Diablo Ridge, Chaparral Springs, Marsh Creek Villas).

See the chart on pages 4 and 5 for a complete breakdown on the assessment units.

UNEXPENDED FUNDS

The fund balance at the beginning of FY 2009/10 was approximately $130,426.

We estimate that the final costs for FY 2009/10 should be approximately $130,743 and the final income amount should be $127,959, resulting in a shortfall of $2,784. This shortfall will decrease the fund balance to $127,642 for the beginning of FY 2010/11.

This fund balance will cover the costs of the District until receipt of the first tax payment in December.

PER UNIT ALLOCATION

If we were able to spread the costs strictly by the number of assessment units in the District, we would have the following cost per assessment unit:

Estimated PG&E cost	$99,000.00
City Maintenance Costs	16,625.00
City Administrative Costs	10,000.00
Legal (ads, notice, etc.)	2,905.00
County Collection of Levy Fee	4,300.00
Total Budget	$132,830.00
Less Interest Income	(2,000.00)
Net Assessment Required	$130,830.00
Total Assessment Units	2896.5
Total Assessment Per Unit	$45.17

However, since we are unable to increase assessments beyond their current level without a ballot election, we recommend that the current assessments remain the same for FY 2010-11 (see table on pages 4 and 5). Based upon the current assessment levels, the District will receive approximately $125,458.76. Therefore, we must project a shortfall of approximately $5,371 in FY 2010-11 which will decrease the existing fund balance at the end of FY 2010-11 to $122,271.

ASSESSMENT HISTORY

Proposed FY 10-11	between $0 and $43.54
FY 09-10	between $0 and $43.54
FY 08-09	between $0 and $43.54
FY 07-08	between $0 and $43.54
FY 06-07	between $0 and $43.54
FY 05-06	between $0 and $43.54
FY 04-05	between $0 and $43.54
FY 03-04	between $0 and $43.54
FY 02-03	between $0 and $43.54
FY 01-02	between $0 and $43.54
FY 00-01	$34.34
FY 99-00	$33.38
FY 98-99	$33.38
FY 97-98	$33.38
FY 96-97	$43.54

CITY OF CLAYTON								
STREETLIGHT ASSESSMENT DISTRICT FY 2010-11								
PROPOSED ASSESSMENTS								
Subd. Name	Subd. No.	No. of Lots	Type	Public Streets	A.U. per lot	Total A.U.	Assessment Per Lot	Total $
Cardinet Glen I	2556	22	SF	Y	1.00	22.00	$43.54	$957.88
Cardinet Glen II	2572	30	SF	Y	1.00	30.00	$43.54	$1,306.20
Glen Almond	3434	23	SF	Y	1.00	23.00	$43.54	$1,001.42
Dana Hills I	3576	29	SF	Y	1.00	29.00	$43.54	$1,262.66
Mission Manor	3659	25	SF	Y	1.00	25.00	$43.54	$1,088.50
Dana Hills II	4011	55	SF	Y	1.00	55.00	$43.54	$2,394.70
Dana Hills III	4012	50	SF	Y	1.00	50.00	$43.54	$2,177.00
Dana Hills IV	4013	93	SF	Y	1.00	93.00	$43.54	$4,049.22
Dana Hills V	4014	50	SF	Y	1.00	50.00	$43.54	$2,177.00
Dana Hills VI	4015	30	SF	Y	1.00	30.00	$43.54	$1,306.20
Dana Hills VII	4016	65	SF	Y	1.00	65.00	$43.54	$2,830.10
Dana Hills VIII	4017	46	SF	Y	1.00	46.00	$43.54	$2,002.84
Dana Hills IX	4018	32	SF	Y	1.00	32.00	$43.54	$1,393.28
Dana Hills X	4019	52	SF	Y	1.00	52.00	$43.54	$2,264.08
Marsh Creek	4240	109	MF	N	0.25	27.25	$15.64	$1,704.76
Regency Woods I	4343	77	SF	Y	1.00	77.00	$43.54	$3,352.58
St. James Place	4403	16	SF	Y	1.00	16.00	$43.54	$696.64
Casey Glen	4449	24	SF	Y	1.00	24.00	$43.54	$1,044.96
Briarwood I	4451	19	SF	Y	1.00	19.00	$43.54	$827.26
Jeffry Ranch	4499	68	SF	Y	1.00	68.00	$43.54	$2,960.72
Dana Ridge	4504	86	MF	N	0.25	21.50	$15.64	$1,345.04
Clayton Greens	4515	78	SF	Y	1.00	78.00	$43.54	$3,396.12
Regency Woods II	4543	71	SF	Y	1.00	71.00	$43.54	$3,091.34
Regency Woods III	4643	37	SF	Y	1.00	37.00	$43.54	$1,610.98
Briarwood II	4654	40	SF	Y	1.00	40.00	$43.54	$1,741.60
Regency Woods IV	4798	145	SF	Y	1.00	145.00	$43.54	$6,313.30
Easley Estates I	4805	48	SF	Y	1.00	48.00	$43.54	$2,089.92
Silver Creek I	4827	26	SF	Y	1.00	26.00	$43.54	$1,132.04
Silver Creek II	4956	94	SF	Y	1.00	94.00	$43.54	$4,092.76
Easley Estates II	5048	51	SF	Y	1.00	51.00	$43.54	$2,220.54
Easley Estates III	5049	40	SF	Y	1.00	40.00	$43.54	$1,741.60
Easley Estates IV	5050	55	SF	Y	1.00	55.00	$43.54	$2,394.70
Douglas Court	5267	9	SF	Y	1.00	9.00	$43.54	$391.86

Regency Meadows	5722	96	SF	Y	1.00	96.00	$43.54	$4,179.84
Westwood	6001	65	SF	Y	1.00	65.00	$43.54	$2,830.10
Westwood	6001	4	MF	Y	0.50	2.00	$15.64	$62.56
Windmill Canyon I	6990	92	SF	Y	1.00	92.00	$43.54	$4,005.68
Black Diamond I	7065	108	Duet	N	0.50	54.00	$31.28	$3,378.24
Chaparral Springs I	7066	117	MF	N	0.25	29.25	$8.34	$975.78
Peacock Creek I	7249	69	SF	Y	1.00	69.00	$33.38	$2,303.22
Peacock Creek II	7255	72	SF	Y	1.00	72.00	$33.38	$2,403.36
Eagle Peak I	7256	70	SF	Y	1.00	70.00	$43.54	$3,047.80
Eagle Peak II	7257	60	SF	Y	1.00	60.00	$43.54	$2,612.40
Falcon Ridge I	7260	75	SF	Y	1.00	75.00	$33.38	$2,503.50
Falcon Ridge II	7261	70	SF	Y	1.00	70.00	$43.54	$3,047.80
Windmill Canyon II	7262	99	SF	Y	1.00	99.00	$43.54	$4,310.46
Windmill Canyon III	7263	101	SF	Y	1.00	101.00	$43.54	$4,397.54
Windmill Canyon IV	7264	102	SF	Y	1.00	102.00	$33.38	$3,404.76
Chaparral Springs II	7303	52	MF	N	0.25	13.00	$8.34	$433.68
Black Diamond II	7311	118	Duet	N	0.50	59.00	$31.28	$3,691.04
Diablo Ridge I	7766	60	MF	N	0.25	15.00	$8.34	$500.40
Oak Hollow	7766	35	SF	N	0.50	17.50	$16.68	$583.80
Diablo Ridge II	7767	76	MF	N	0.25	19.00	$8.34	$633.84
Oak Hollow IIA	7768	55	SF	N	0.50	27.50	$31.28	$1,720.40
Oak Hollow IIB	7769	53	SF	N	0.50	26.50	$31.28	$1,657.84
Stranahan	7887	54	SF	Y	1.00	54.00	$33.38	$1,802.52
Diablo Village	8215	33	SF	Y	1.00	33.00	$43.54	$1,436.82
Rachel Ranch	8355	8	SF	Y	1.00	8.00	$43.54	$348.32
Bridlewood	8358	19	SF	Y	1.00	19.00	$43.54	$827.26
TOTALS		3458				2896.5		$125,458.76

RESOLUTION NO. - 2010

A RESOLUTION DIRECTING THE FILING OF AN ANNUAL REPORT FOR THE CLAYTON STREET LIGHTING DISTRICT (PURSUANT TO THE STREET LIGHTING ACT OF 1919).

THE CITY COUNCIL
City of Clayton, California

WHEREAS, by Resolution No. 11-79, adopted May 2, 1979, the Clayton City Council converted Street Lighting District No. 1 to a benefit assessment district and confirmed an assessment for fiscal year 1979-80, pursuant to the Street Lighting Act of 1919; and

WHEREAS, the said Street Lighting Act of 1919 requires that the City Council direct the Engineer of Work to prepare an Annual Report prior to the levying of an assessment;

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

1. The City Engineer, designated by this Council as the Engineer of Work for the Clayton Street Lighting District, is hereby directed to file an Annual Report in accordance with the provisions of the Street Lighting Act of 1919.

2. This resolution is adopted pursuant to Section 18090 of the Streets and Highways Code.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 4th day of May 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

____
HANK STRATFORD, Mayor

ATTEST:

____
Laci J. Jackson, City Clerk

# # # # #

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular meeting held on May 4, 2010.

____
Laci J. Jackson, City Clerk

JOINT NOTICE OF PUBLIC MEETING AND PUBLIC HEARING ON THE LEVYING OF ASSESSMENTS ON REAL PROPERTY IN THE STREET LIGHTING ASSESSMENT DISTRICT PURSUANT TO STREETS AND HIGHWAYS CODE 18070 AND GOVERNMENT CODE 54954.6.

KNOW ALL INTERESTED PARTIES BY THIS NOTICE THAT:

1. The City Engineer did present on May 18, 2010, to the City Council, his report dated May 18, 2010, indicating a total budget for FY 2010-11 of $132,830.00 and recommending assessments of between $0 and $43.54 per residential unit to pay for the obligations of the Street Lighting Assessment District ("District") during the 2010-11 fiscal year. The exact assessments proposed are shown on the attached Exhibit A.

2. The City Council accepted and approved the report on May 18, 2010, by adopting a Resolution, which set forth, among other things:

a. The Council's intent to levy and collect assessments of between $0 and $43.54 per residential unit to pay for the obligations of said District during the 2010-11 fiscal year.

b. The dates of Tuesday, June 15, 2010 and Tuesday, July 20, 2010, at 7:00 p.m., at Hoyer Hall in the Clayton Community Library, situated at 6125 Clayton Road, Clayton, California, as the dates, times and place for the public meeting and public hearing, respectively, required for the hearing of protests against the levying of said assessments in the District for the cost of operating in fiscal year 2010-11.

3. The existing assessments for the 2009-10 fiscal year were between $0 and $43.54 per assessment unit.

► **The proposed assessments do not constitute an increase over the existing assessments.** ◄

4. A general description of the items to be maintained and operated in the District and paid for by the assessment is as follows: Street lights located on public streets in residential subdivisions within the City except for those on arterial streets.

5. All interested parties may obtain further particulars concerning the proposed assessments in the District and a description and map of the boundaries of the District by referring to the resolution and the report of May 18, 2010, which are on file with the City Clerk in the Clayton City Office. In addition, interested parties may contact the City Engineer directly by phone at (925) 363-7433 or in person at 5375 Clayton Road, Concord, California.

NOW, THEREFORE, any and all persons having any interest in lands within the District liable to be assessed for the expenses of the district for fiscal year 2010-11, may appear at the public meeting and the public hearing, the time and place thereof being set forth above, and offer protest to said assessments, and any of said persons may also present any objections that they may have by written protest filed with the City Clerk, City of Clayton, 6000 Heritage Trail, Clayton, California, 94517, at or before the time set for public hearing.

LACI J. JACKSON
City Clerk
City of Clayton
Phone: 925/673-7300
DATED: May 19, 2010

CITY OF CLAYTON

STREETLIGHT ASSESSMENT DISTRICT
FY 2010-11

PROPOSED ASSESSMENTS

Subd. Name	Subd. No.	No. of Lots	Type	Public Streets	A.U. per lot	Total A.U.	Assessment Per Lot	Total $
Cardinet Glen I	2556	22	SF	Y	1.00	22.00	$43.54	$957.88
Cardinet Glen II	2572	30	SF	Y	1.00	30.00	$43.54	$1,306.20
Glen Almond	3434	23	SF	Y	1.00	23.00	$43.54	$1,001.42
Dana Hills I	3576	29	SF	Y	1.00	29.00	$43.54	$1,262.66
Mission Manor	3659	25	SF	Y	1.00	25.00	$43.54	$1,088.50
Dana Hills II	4011	55	SF	Y	1.00	55.00	$43.54	$2,394.70
Dana Hills III	4012	50	SF	Y	1.00	50.00	$43.54	$2,177.00
Dana Hills IV	4013	93	SF	Y	1.00	93.00	$43.54	$4,049.22
Dana Hills V	4014	50	SF	Y	1.00	50.00	$43.54	$2,177.00
Dana Hills VI	4015	30	SF	Y	1.00	30.00	$43.54	$1,306.20
Dana Hills VII	4016	65	SF	Y	1.00	65.00	$43.54	$2,830.10
Dana Hills VIII	4017	46	SF	Y	1.00	46.00	$43.54	$2,002.84
Dana Hills IX	4018	32	SF	Y	1.00	32.00	$43.54	$1,393.28
Dana Hills X	4019	52	SF	Y	1.00	52.00	$43.54	$2,264.08
Marsh Creek	4240	109	MF	N	0.25	27.25	$15.64	$1,704.76
Regency Woods I	4343	77	SF	Y	1.00	77.00	$43.54	$3,352.58
St. James Place	4403	16	SF	Y	1.00	16.00	$43.54	$696.64
Casey Glen	4449	24	SF	Y	1.00	24.00	$43.54	$1,044.96
Briarwood I	4451	19	SF	Y	1.00	19.00	$43.54	$827.26
Jeffry Ranch	4499	68	SF	Y	1.00	68.00	$43.54	$2,960.72
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TOTALS		3458				2896.5		$125,458.76

Agenda Date: 5-18-10

Agenda Item: 5a

Bob and Tamara Steiner
Clayton Pioneer
for
sponsorship and organization of the
annual "Clayton Cleans Up"
2009 and 2010

Agenda Date: 5-18-10

Agenda Item: 5b

WALNUT CREEK CALIFORNIA STAKE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
for
"Mormon Helping Hands" volunteers' services
on Saturday, May 8, 2010
trimming, pruning and clearing of overgrown and dead landscape
at Clayton Community Park

Agenda Date: 5-18-10

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: **CITY MANAGER**

DATE: **18 MAY 2010**

SUBJECT: **GYM JOINT USE AGREEMENT AND IMPLEMENTATION PRACTICES CLAYTON COMMUNITY GYM AT DIABLO VIEW MIDDLE SCHOOL**

RECOMMENDATION

Following discussion of the existing Joint Use Agreement, its implementation history and current status, it is recommended the City Council provide policy direction to staff concerning the existing situation and temporary suspension of City community recreation programs at the Clayton Community Gym.

BACKGROUND

In May 2001 the City, its Redevelopment Agency and the Mt. Diablo Unified School District entered into an agreement for the construction and use of a gymnasium at Diablo View Middle School. Among other matters, the Agreement called for the City's financial participation in the construction of this new gymnasium according to the following schedule (as amended by Addendum No. 1 in 2002):

Total Gym Cost:	$ 4,787,288	
City/Agency contribution:	$ 967,000	(20%)
MDUSD obligation:	$ 1,536,844	(32%)
CA School Construction Bond monies:	$ 2,283,444	(48%)

To provide sufficient land for the placement of the Gym, the City subsequently agreed to a lot line adjustment in 2001 slicing off approximately 25,000 sq. ft. of land from its adjacent Clayton Community Park (57% of one acre), and granted title to the real property at no cost to the District. In addition, the City secured generous donations and funds from its community to provide certain furnishings and equipment for use at the Gym by students and the public (e.g. gym floor coverings $16k; divider curtain by CBCA; scoreboard by IMC; volleyball poles, nets and judges' stands, $6k; etc.) To date the City has purchased over

$36,000 from these community donations to acquire additional recreational equipment and permanent gym fixtures for the operation of the Gym during and after school use.

The Agreement stipulates that during its term of forty (40) years, the District ...*shall make the gymnasium and parking lot available for use by the City during non-school hours* [emphasis added]. Accordingly, the City has the *right* to use the Gym during the following hours:

School Days:	3:30 p.m. through 11:00 p.m.
Non-school Days:	8:00 a.m. through 11:00 p.m.

Under Section V. Maintenance of Facilities, the District shall, at its own cost, maintain the Gym and the parking lot in a manner such that it will not deteriorate beyond normal wear and tear. In addition, the Agreement provides the City shall pay the direct cost of custodial services deemed necessary to keep the Gym in a safe and sanitary condition *during the City's use*, and the City shall pay the direct cost of utility services necessary to operate the Gym *during the City's use*. Each clause regarding payment of District-incurred expenses specifies costs of services are ...*necessitated by the City's use of the gymnasium* [emphasis added).

CLAYTON COMMUNITY RECREATION PROGRAMS

During the Gym's construction the City analyzed various options for the provision of community recreation programs at the Gym during non-school use hours. At one time the City considered staffing a City Recreation Department but the staffing costs and associated expenses were calculated to be over $220,000, not including Gym expenses or other ancillary costs to programming. It was understood then, as it remains today, that municipal-staffed recreation services must be heavily subsidized (70%-80%) by a city's general fund as there is never full cost recovery due to the public's willingness to pay only so much for recreation services.

While this business plan research was occurring using the City's Community Services Committee (citizens) for input and a sounding board, the Mt. Diablo Region YMCA (based in Pleasant Hill) stepped forward and offered to perform all desired recreation programs of the City at the Gym. The YMCA agreed to shoulder all pass-through expenses incurred by the City as billed by the District for use of the Gym during non-school hours. With that happy note, on 01 July 2003 the City and the YMCA executed an Agreement for the development and operation of recreation and enrichment programs at the Clayton Community Gymnasium. The YMCA commenced its operations at the Gym in September 2003 and continued its programs and services until its voluntary termination on 31 March 2010 due to bankruptcy.

Based on notification to the City on 23 February 2010 that the YMCA would be prematurely terminating its agreement with the City, the City Manager immediately notified the Mt. Diablo Unified School District (MDUSD) in writing that it was suspending its right to use the Gym during non-school hours as of 31 March 2010. Due to the abruptness of the YMCA's decision, the City had no immediate alternative prepared to develop and operate community recreation services at the Gym and the City wanted to sufficiently notify and halt MDUSD's billing of custodial and utility expenses so no unnecessary expenses accrued to the City for its non-use of the Gym. The City is informed its unwelcomed situation resulted in the unfortunate layoff of two (2) custodians by MDUSD. The YMCA's pull-out also caused immediate disruption to third party users of the Gym in programs nurtured by the YMCA (e.g. adult basketball and volleyball leagues), and left a wake of unpaid expenses due the City (approx. $100,000).

MDUSD EXPENSES

The suspension of activity at the Gym during non-school hours did allow the City to once again re-examine the magnitude of custodial expenses and utilities billed by MDUSD as "costs necessitated by the City's use of the Gym". While the City and the YMCA were always troubled by the amount of quarterly expenses billed by MDUSD and questioned MDUSD staff on several occasions as to the exactness of an unshared formula, the fact the YMCA was contractually obligated to reimburse the City the full value of these billed expenses kept the City whole. Attached is a table of comparative MDUSD expenses for the last two (2) years. Essentially, MDUSD was billing the City an amount pushing $5,000 per month (approx. $60,000 per year). This overhead burden has become an increasingly significant issue as the City seeks alternative operators to provide community recreation programs at the Gym.

In a recent meeting with MDUSD executive personnel and an elected School Board Member, it was articulated for the first time the City was being billed for MDUSD expenses during all non-school hours and days, irrespective of whether the City or its contracted agent (i.e. the YMCA) was actually using the Gym. A preponderance of custodial and utility charges for the entire Gym was therefore being shifted to the City to bear, which even resulted in the City bearing the cost for custodial services to clean a messy Gym and restrooms caused by student use during the day (since MDUSD did not clean the Gym before City use commenced at 3:30 p.m. on school days). Accounts were also reported that when a MDUSD custodian began evening cleaning of the Gym, individuals would start in the boys and girls locker rooms, areas the City did not have access to or ever used.

While the City's recent meeting with MDUSD officials was useful in opening up communication, there was no clear movement from its position that if the City exercises its right to access the Gym pursuant to the 2001 Agreement, the City can expect to be billed for all use hours cited in the Agreement whether or not the City or its operator are actually using the Gym that day or hour, often at overtime rates incurred by the assigned District custodian (cleaning at night time). This MDUSD interpretation causes significant pause for the City and any potential operator it is courting to resume community recreation programs at the Gym due to the significant daily cost. While District personnel suggested an alternative approach (i.e., all parties sign up for Use Permits directly through MDUSD and are subsequently billed only actual use hours!), the question of priority right to the City or

Clayton community groups remained in dispute. MDUSD officials were not unanimous in that methodology and concluded a renegotiation of the existing Agreement is in order. City officials leaving the meeting pondered the impacts such an approach would have on assuring Clayton community groups would be given first access, continuity of seasonal programs and sports camps, scheduling competition by third party users, or the potential elimination of available times as other District schools or users are given priority rights (i.e. sports practices or home games by other District schools; District-sponsored events or activities).

PROSPECTIVE GYM OPERATOR

This expense allocation has become a more pressing matter as the City has been in discussions lately with an alternative provider of public recreation and enrichment programs at the Gym. "All Out Sports League", a 501 (c) (3) public charity organization recognized by the IRS in July 2009, is based in Brentwood, CA and has expressed earnest and eager interest in assuming operation of the Gym starting in July 2010. Mr. Casey Copeland is the owner and operator of All Out Sports League (AOSL) which has been running sports camps and leagues out of an Antioch Unified School District gym, youth basketball, adult volleyball and youth volleyball leagues in a gym at Cornerstone Christian School, and has conducted several sports camps per year through the City of Brentwood.

Mr. Copeland has met several times with the Council Sub-Committee of Vice Mayor Shuey, Council Member Medrano and the City Manager to discuss his interest, qualifications and experiences in conducting similar operations from the Clayton Community Gym. Since day one of the discussions, however, the prospect of carrying an opening base expense of approximately $60,000 per year billed by MDUSD to run marginally-profitable community recreation and enrichment programs has been a daunting and chilling factor. However, Mr. Copeland has forged ahead with preparing plans and programs from the Gym targeting the summer of 2010 in hopes the City could obtain some expense relief from MDUSD.

He has met with the middle school principal to introduce himself and his plans (including the concept of initiating a fee-based after-school intramural sports program at the Diablo View Middle School), has met with lead contacts for the displaced adult basketball and volleyball leagues, has outreached to active parent/community members interested in supporting meaningful after-school programs for middle schoolers, is working with Ms. Jo Nash to create fitness courses and drama classes for young and older adults, has already launched a website specific to summer Clayton recreation programs (www.alloutsportsleague-clayton.com), has schedule a "meet and greet" at Skipolini's Pizza Restaurant in Clayton Town Center for Friday, May 21st (7pm-9pm) to garner contacts and interest in community recreation in Clayton, and has enrolled several adult teams and scheduled CYO basketball already in anticipation of an agreement with the City for the keys to the Clayton Community Gym and its offices. In short, All Out Sports League is ready to go provided the City is ready to execute an agreement with his organization.

What remains unresolved is any relief on MDUSD expenses and its corresponding interpretation of the joint use agreement. The options have been discussed with Mr. Copeland and he clearly sees the advantages of working through the City for priority use of the Clayton Community Gym for community recreation and enrichment programs, as opposed to signing up for various Use Permits through MDUSD each time a new program is developed or when seasonal sports programs and leagues cycle the calendar. Building participant enrollment through continuity of scheduling is fundamental in building successful repeat recreation programs.

POLICY DISCUSSIONS

With the disruption of community use at the Gym, the uncertainty of when active adult leagues can once again start playing, the prospect of an enthusiastic and suitable operator knocking at the City's door ready to embark on exciting programs and sports camps in July 2010, coupled with MDUSD's current position on billed expenses, this matter has been placed on the City Council's agenda to allow its Sub-Committee to report on its work to date trying to find an alternative operator of the Gym and to share reflections on the present situation with Gym expenses.

What is certain is the City has the right (but not the obligation) to use the Clayton Community Gym during the specified Agreement hours, and the policy discussion should involve the timing and resumption of community use at the Gym with All Out Sports League as operator/agent on the City's behalf. Mr. Copeland has indicated to staff he will be in attendance at this public meeting to introduce himself and his recreation/enrichment plans for the community of Clayton.

Council advice to its Sub-Committee on continued dialogue with MDUSD on billed expenses is also sought.

FISCAL IMPACT

No fiscal impact arises from this general policy discussion. Should the City Council express interest in moving forward with All Out Sports League to replace the void left by the YMCA, staff should be instructed to prepare the appropriate agreement ensuring all Gym expenses billed by the MDUSD are paid by AOSL.

Attachments:
1. Agreement with MDUSD [9 pp.]
2. Tables of MDUSD billed expenses on Gym use [1 pg.]
3. All Out Sports League – Clayton website [3 pp.]
4. Summer Enrichment Program flyer [3 pp.]

AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY FOR THE CITY OF CLAYTON, THE CITY OF CLAYTON, AND THE MT. DIABLO UNIFIED SCHOOL DISTRICT FOR THE CONSTRUCTION AND USE OF A GYMNASIUM AT DIABLO VIEW MIDDLE SCHOOL

This Agreement entered into on this 22 day of MAY, 2001, by and between the Redevelopment Agency for the City of Clayton (Agency), the City of Clayton (City), and the Mt. Diablo Unified School District (District) for the purpose of the construction of a gymnasium at the Diablo View Middle School, located at 300 Diablo View Lane, Clayton, California.

WHEREAS, the District wishes to construct a gymnasium (the "Project") and a parking lot on a portion of its Diablo View Middle School site which will be utilized by students during school hours; and

WHEREAS, the Agency and City have determined that there is a need for a gymnasium and a parking lot in the vicinity of this property and that the residents of the Agency and City would benefit from the construction of a gymnasium for their use and enjoyment; and

WHEREAS, the Redevelopment Agency Board for the City of Clayton desires to assist in the construction of the gymnasium by paying for a portion of the cost of the construction. The payments of these construction costs will enable the District to construct a gymnasium with one full-sized basketball court, two supplemental courts, and ancillary rooms which will benefit the District as well as the Agency and City.

NOW THEREFORE, the parties hereby agree as follows:

I. Construction Administration

Following the execution of this Agreement, the District and the Agency shall diligently complete development of final plans and specifications for the construction of the gymnasium, as defined and described in the tentative plans for the gymnasium which were filed with the Division of State Architect on or about April 2, 2001.

Upon completion of these plans and specifications, Agency's Board and the City's Council shall have the opportunity to review and comment on the proposed plans and specifications prior to their adoption by the District. The Board and Council agree to perform such review and comment on the plans and specifications within thirty (30) days of receipt thereof. The parties hereby agree to expeditiously and diligently work toward consensus of unresolved issues, if any, concerning design and construction and to perform their responsibilities pursuant to this contract. District has final authority regarding the design and construction of the gymnasium. The aforementioned tentative plans identify the specific elements which comprise the improvements contemplated by this Agreement. All construction shall be pursuant to all applicable state and local laws and regulations.

District agrees to be the lead agency in any environmental review of this Project which is conducted pursuant to the California Environmental Quality Act (CEQA). The total cost of this environmental review shall be borne by the District. If District decides to opt out of the agreement after completion of environmental review, District shall reimburse Agency for architectural or engineering expenses incurred to date for design of the joint use gymnasium.

II. District Obligation

Once all required construction funds have been secured, District shall promptly solicit bids based upon the approved final plans and specifications in order to award a contract to the lowest responsible bidder. If the lowest bid received exceeds the available construction funds, the parties shall meet and confer in good faith regarding possible reductions in the scope of the Project and/or the availability of additional funds.

District shall have ultimate authority regarding construction of the gymnasium. District shall provide, at its own cost, any staff necessary to oversee and supervise the construction of the gymnasium with the exception of the construction management firm, the cost of which shall be borne by the District and the Agency according to their proportionate contributions. Agency or City may, but is not obligated to, conduct periodic inspections of the gymnasium's construction. Agency or City agrees to make all reasonable efforts to notify District of Agency's plans to inspect. District shall notify Agency and City of construction conferences to be held at the construction site and Agency or City may be present at these construction conferences.

District shall also notify Agency of any requests for change orders by the District and/or contractors and/or their subcontractors which will increase the cost of the Project in excess of five thousand dollars ($5,000) or those less than five thousand dollars ($5,000) which the District determines are likely to change the scope of the Project.

District shall contribute nine hundred thousand dollars ($900,000) to construction of the gymnasium. District staff time spent in review, comment, and approval of plans, specifications, and this Agreement will not be charged against either the District's contribution or the Agency's contribution. Additional sources of funding include community funds (approximately $1 million) and State funding of Joint Use Projects (approximately $1.5 million).

At a time to be determined in the future, when the District is financially able, District shall construct an approximately forty (40) space parking lot in order to mitigate the increased need for parking related to the use of the gymnasium. The parking lot may be used by the parties as provided in this Agreement.

III. Agency Obligation

Agency agrees to pay District four hundred thousand dollars ($400,000), such payment being applied to the construction of the gymnasium. When District has expended twenty-five percent (25%) of the District's total construction costs on the Project, it shall send a written request for payment to Agency, accompanied by an itemization of expenses incurred for this percentage of the construction work. Written documentation and approval of construction invoices by the architect, a representative of the District and a representative of the construction management firm shall constitute such itemization. Agency agrees to pay twenty-five percent (25%) of the total four hundred thousand dollars ($400,000) to District within fourteen (14) days of receipt of this request. The remaining payments shall be made in twenty-five percent (25%) increments following the same method of payment as stated above. Expenditures shall include any and all amounts held by District for the benefit of any third party. A stop notice or any other lien notice requiring the District to hold funds for the benefit of a third party shall constitute sufficient substantiation for reimbursement.

Agency staff time spent in review, comment, and approval of plans and specifications and inspections noted in Section 1 and 2 above, will not be charged against the Project.

In no case shall the Agency pay to the District an amount greater than the maximum Agency contribution of four hundred thousand dollars ($400,000) without Agency Board approval.

If costs are less than the original estimate, the balance will be returned to the parties in proportion to each party's contribution.

IV. Use and Control of Gymnasium

A. <u>District and City Use and Control</u>.

For purposes of this section, the District has ultimate control of the gymnasium.

For the term of this Agreement, District shall make the gymnasium and parking lot. available for use by the City during non-school hours, Monday through Sunday, during the following times:

School days	3:30 p.m. through 11:00 p.m.
Non-school days	8:00 a.m. through 11:00 p.m.

Principal and City Manager may agree to extend hours for special events.

The City shall be responsible for use and control of the gymnasium and parking lot during its periods of use within the hours stated above and agreed upon extension of hours. City shall have the right to use the gymnasium and parking lot during school breaks except as provided herein.

District shall have exclusive use, control of, and responsibility for the gymnasium and parking lot during school hours, Monday through Friday, on all days designated by the District as school days, including teacher in-service days. In the event a summer school or an extended year program is designated by the District at Diablo View Middle School, City and District shall renegotiate the terms of this Agreement relative to hours of use. Efforts shall be made to allow City continued use of the gymnasium during these programs.

City shall permit District to utilize the gymnasium and parking lot for a maximum of ten (10) one (1) day events per year during City's hours for District's benefit. Scheduling for this extracurricular use will be done at the commencement of each school year (September). District shall be responsible for the gymnasium and parking lot during these events.

During those hours the gymnasium and parking lot are under City control and responsibility, the City shall maintain a master use calendar and all scheduling of events shall be the City's responsibility. A copy of the master use calendar shall be forwarded to the District. During City hours, City shall be responsible for opening, closing, and security of the gymnasium and parking lot.

District shall have and be responsible for a permanent gymnasium office(s) at all times. City shall have access to those offices permanently assigned to the City for its use during all hours, including those hours of use by the District.

Nothing in this Agreement shall prevent District from utilizing the gymnasium during City hours provided permission is sought and granted from the City with sufficient advance notice. The District would then be responsible for and be required to provide exclusive control and supervision of that District event or function.

Nothing in this Agreement shall prevent City from utilizing the gymnasium during District hours, provided permission is sought and granted from the District with sufficient advance notice. The City would then be responsible for and be required to provide exclusive control and supervision of that City event or function.

B. Third party Use.

Nothing in this Agreement shall be construed to prevent use by groups or organizations that request use of the gymnasium provided it is not in use by the City or the District and sufficient advance notice is provided to the responsible agency. If the event occurs during District hours, responsibility for scheduling, control, and supervision rests with the District. If the event occurs during City hours, responsibility for scheduling, control, and supervision rests with the City.

Third party use occurring during City hours must conform to all use restrictions applicable to City use.

C. No City use fees.

Notwithstanding any fee paid by a third party to Agency, City, or District, no use fees shall be paid by either Agency or City to District for City's use of the gymnasium.

V. Maintenance of Facilities

During the term of this Agreement, District shall, at its own cost, maintain the gymnasium and parking lot in a manner such that it will not deteriorate from its condition after it is constructed, normal wear and tear excepted.

For purposes of this section, City's payment of charges shall be based on City's hours of use of the gymnasium.

A. Payment of Custodial Charges.

City shall pay the direct cost for custodial services which are deemed necessary to keep the gymnasium in a safe and sanitary condition during City use, consistent with the District's cleaning standards. The District shall calculate City share of the total custodial charges for operation of the gymnasium. Direct costs means those costs of janitorial services necessitated by the City's use of the gymnasium. The charges paid by the City may be reviewed by both parties at the request of either party.

District shall maintain the custodial care of the gymnasium to the standard set forth in this section above. In the event that the City believes that the District has failed to maintain that level of custodial care, the City may provide written notification to the District. The parties thereafter may review the custodial charges paid by the City for the purpose of an adjustment to the City due to the District's failure to maintain the gymnasium to the standard provided above.

B. Payment of Utility Charges.

City shall pay the direct cost for utility services which are necessary to operate the gymnasium during City use. The District shall calculate City share of the total utility charges for operation of the gymnasium. Direct costs means those charges for the furnishing of gas, water, electricity, other public utilities and for the removal of garbage and rubbish from the gymnasium (the utility charges) necessitated by the City's use of the gymnasium. The charges paid by the City may be reviewed by both parties at the request of either party.

C. Payment of Repairs and Equipment Replacement.

1. Gymnasium.

In the event that the City, or a City sponsored or City supervised group or organization damages the gymnasium or breaks or damages any gymnasium equipment or fixture, the City shall be responsible for payment to the District of the cost of the repair or replacement thereof. District shall be responsible for the repair or replacement thereof.

In the event that the District, or a District-sponsored or District-supervised group or organization damages the gymnasium or breaks or damages any gymnasium equipment or fixture, the District shall be responsible for payment for and performance of the repair or replacement thereof.

The District shall make all repairs or replacement in a timely manner.

Long term maintenance and capital improvements of the gymnasium and the equipment therein shall be shared by the Agency and/or City and the District. The percentage of cost contribution shall be borne by the Agency and/or City and the District based upon the actual hours of activity during the most recently completed fiscal year, commencing July 1 and ending June 30.

Items in the long-term maintenance program include, but are not limited to, the following: refinishing of floors and bleachers, replacement of nets, court or area dividers, and electrical and mechanical systems. Amendment of this long term maintenance program shall be done pursuant to Section 9 of this Agreement.

2. Parking Lot.

Long term maintenance and capital improvements of the parking lot shall be shared equally by the Agency or City and the District.

VI. Indemnity and Insurance

A. Indemnification.

Each party shall indemnify, defend, and hold harmless the other party against and from any and all claims or suits for damages or injury arising from the indemnifying party's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the indemnifying party in conjunction with the performance of this contract and shall further indemnify, defend, and hold harmless the other party against and from any and all claims or suits arising from any breach or default or any performance or any obligation of the indemnifying party hereunder, and against and from all costs, attorneys fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

This indemnification shall include any and all claims arising during any and all periods of time the indemnifying party has responsibility for the premises whether or not the premises at that time are actually being used by the indemnifying party with or without the knowledge or consent of the indemnifying party. Responsibility for the gymnasium is defined in Section 4 of this Agreement.

Nothing in this indemnification shall make either party liable for any dangerous or defective conditions in or on the premises caused by the other party, unless such dangerous or defective conditions are caused by the actual use of the premises by a non-owning party.

B. Liability Insurance.

Each party shall name the other party as an additional insured on all liability insurance policies or self insurance program which the party maintains in effect on the premises subject to this Agreement. Each party shall provide to the other party a Certificate of Insurance with a combined single limit of one million dollars ($1,000,000) for damage to persons or property.

C. Fire Insurance.

In order that the use and occupation of the gymnasium may continue with as little interruption as possible, District shall, during the full term of this Agreement and any renewal(s) thereof, maintain at District's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California. The District shall insure the full replacement of premises and all fixtures and equipment, in or on the premises, against damage or destruction by fire.

D. School Sale or Closure.

In the event that the District intends to dispose of the gymnasium, Agency and/or City shall have the first right of refusal for the purchase of the gymnasium. The parties agree that the sale of the gymnasium and the land underlying the gymnasium to Agency or City shall be at the value governed by the provisions of Education Code section 17485 et seq. This limitation on valuation shall apply only to the land underlying the gymnasium and not to the remaining land at the Diablo View Middle School site. In the event that Agency and/or City declines purchase of the gymnasium, Agency shall receive a prorated share of the proceeds of disposition based upon Agency's contribution.

In the event that the Diablo View Middle School closes but the District retains the school, the District shall continue with its regular daily and long-term maintenance obligations as set froth in Section 5. In addition, the District also agrees to maintain the parking area and walkway so that access to the gymnasium is feasible. In addition, District agrees that City may maintain previous hours of use as agreed to in Section 4. Providing the District does not need the gymnasium during the school hours designated in Section 4 for other District uses, the District agrees to offer to City the use of the gymnasium during these vacated school hours.

VII. Notice

All correspondence and notices to the parties indicated herein shall be sent to the parties as follows:

AGENCY

Executive Director
City of Clayton Redevelopment Agency
6000 Heritage Trail
Clayton, CA 94517

DISTRICT

Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

CITY

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

VIII. Amendment of Agreement

Any changes to this agreement must be approved by the Clayton City Council and Agency Board and the District Board of Education or its designee.

IX. Term

The term of this Agreement shall be forty (40) years. The parties will renew this Agreement for unlimited, consecutive, additional five (5) year periods unless written notice of intent to terminate the Agreement, or any prior renewal of the Agreement, is given by either party to the other party ninety (90) days prior to the expiration of the Agreement or any prior renewal of the Agreement. After the initial forty (40) year term, if during any renewal period the District chooses to cancel this Agreement but retains the gymnasium, District agrees to provide use of the gymnasium to the City according to City's previous hours of use. In addition, City agrees to continue to pay its share of custodial and utility charges as set forth in Section 5.

X. Binding on Successors

This Agreement is binding on the heirs, successors, and assigns of the parties hereto.

XI. Entire Agreement

This Agreement may be executed in counterparts and contains the entire Agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied on by any of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement which shall become effective upon the date of the execution of the Agreement by all parties.

REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON

William C. Norton

Executive Director, Redevelopment Agency

MT. DIABLO UNIFIED SCHOOL DISTRICT

McHenry 5/24/01

Superintendent

APPROVED AS TO FORM

Redevelopment Agency Attorney Goldfarb & Lipman

APPROVED AS TO FORM

Deanne K. Barry

Legal Counsel for District MILLER BROWN + DANNIS

ATTEST

Frances Douglas

City Clerk

CITY OF CLAYTON

William C. Norton

City Manager, City of Clayton

APPROVAL AS TO FORM

Legal Counsel for City

E:\Wp\Clients\5100\10061\GymAgreeFINAL.01.0510.doc

SCHOOL DISTRICT BILLINGS
CLAYTON COMMUNITY GYM
FY 2008-09

CATEGORY	JULY-SEPT.08	OCT.- JUNE '09	TOTAL
Custodian (Labor)	-	-	$ 36,513.49 *
Janitor Supplies	$ 657.61	$ 1,972.83	$ 2,630.44
Utilities	$ 4,727.04	$ 14,181.12	$ 18,908.16
TOTAL			$ 58,052.09

* Note: MDUSD billed fiscal year custodial labor as one bill (on 09-01-09)

* * *

FY 2009-10

CATEGORY	JULY-SEPT.'09	OCT.-DEC. '09	JAN.- MAR. '10	6 MO. TOTAL TO DATE
Custodian	$ 6,548.85	$ 6,092.71	No bill yet	$ 12,641.56
Supplies	$ 657.61	$ 657.61	$ 657.61	$ 1,972.83
Utilities	$ 4,727.04	$ 4,727.04	$ 4,727.04	$ 14,181.12
TOTAL	$11,933.50	$11,477.36	-	$28,795.51

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Where Kids Come First

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Main Menu

- **Home**
- What is AOSL
- Become a Partner
- Volunteers needed
- Youth Summer MEGA Camps
- Home School PE
- Birthday Parties
- Private lessons
- Legacy Cheer Dance & Hip Hop
- After School Programs
- Facility Rental
- Calendar
- Forms/Fliers/Info
- Online Registration
- Adult Basketball
- Adult Volleyball
- Divisions/Leagues
- Teams/Rosters
- Schedules
- Standings
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CITY OF CLAYTON

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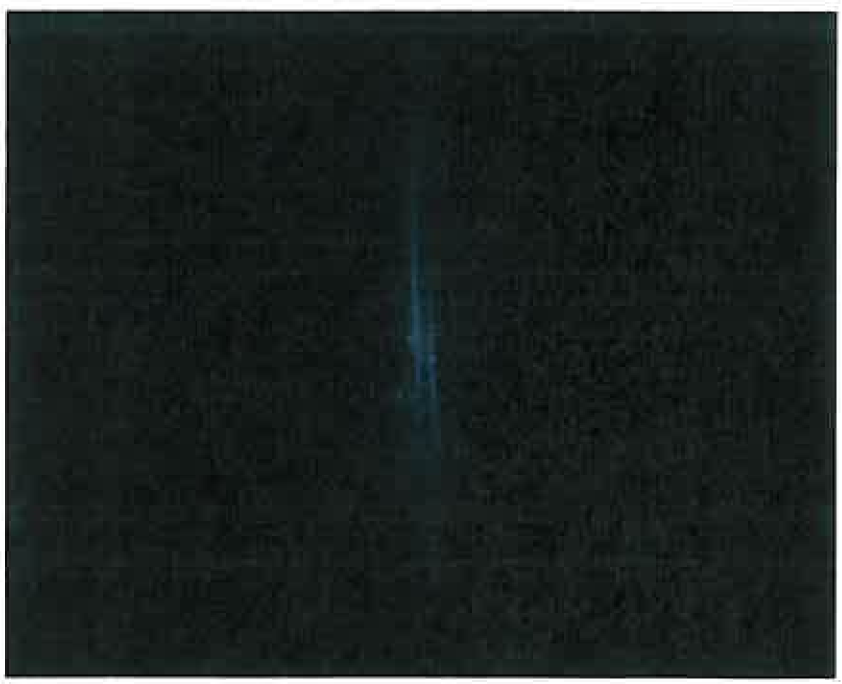
Thank you for visiting the All Out Sports League Website! We are a non-profit Sports Academy that offers leagues, camps, tournaments and events for youth and adults. Our academies help kids develop life skills including teamwork, effective interpersonal relationships, leadership and self-confidence. We are one of the fastest growing sports academies in California! We are excited about working with the residents of Clayton and Managing the Clayton Community gymnasium. To be added to our mailing list, click on the email icon to the bottom left. We welcome your feedback and suggestions. Please see our upcoming events and become a fan of AOSL by scrolling below. You can also visit our Calendar link for a full list of events.

2010 Summer Youth MEGA Camps are now available for sign ups!!!
Please visit our MEGA camp link to the left for Camp information



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Monday, June 21, 2010 at 9:00am

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Shelly Marie Thomas Nicholas Sherri
Kiersten Mia Stephanie Anna Paola Scott

All Out Sports League on Facebook

Upcoming Events

	Monday, Jul 5	
Basketball MEGA Camp	9:00am	Clayton Community Gym
	Tuesday, Jul 6	
Basketball MEGA Camp	9:00am	Clayton Community Gym
	Wednesday, Jul 7	
Basketball MEGA Camp	9:00am	Clayton Community Gym
	Thursday, Jul 8	
Basketball MEGA Camp	9:00am	Clayton Community Gym
	Friday, Jul 9	
Basketball MEGA Camp	9:00am	Clayton Community Gym
	Sunday, Jul 11	
Adult Basketball League	5:00pm	Clayton Community Gym
	Tuesday, Jul 13	
Cheer/Dance/Hip Hop MEGA Camp	9:00am	Clayton Community Gym
	Wednesday, Jul 14	
Cheer/Dance/Hip Hop MEGA Camp	9:00am	Clayton Community Gym
	Thursday, Jul 15	
Cheer/Dance/Hip Hop MEGA Camp	9:00am	Clayton Community Gym
Coed Adult Volleyball league	7:00pm	Clayton Community Gym
	Sunday, Jul 18	
Adult Basketball League	5:00pm	Clayton Community Gym

For a complete calendar listing, click here!

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- ☐ Computer Technology
- ☐ Young Entrepreneurs Class

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The mission of Young Master Minds is to educate, inspire and empower youth to dream big and become life achievers. Through the integration of math, science and technology, along with other essential life skills, students are motivated to meet and conquer academic challenges and begin to think about the impact they want to have in their communities and beyond.

WHAT WE OFFER

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Curriculum Includes:

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- Science Adventures
- Spanish
- Business/Entrepreneurship
- Art Expo
- Computer Technology

After School Enrichment Classes (K-8)

Curriculum Includes:

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- Computer Technology
- Business/Entrepreneurship
- Life Skills

WHY PARTNER WITH US

Benefits

- Bring customize educational/enrichment programs to your community with ease
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educating beyond the classroom

www.youngmasterminds.org
2420 Sand Creek Road, C1 316
Brentwood, CA 94513
(925) 325-6195
(925) 634-0428 fax

MINUTES
OF THE
REGULAR MEETING

CLAYTON REDEVELOPMENT AGENCY

Agenda Date: 5-18-10

Agenda Item: 3a RDA

March 2, 2010

1. **CALL TO ORDER & ROLL CALL** - the meeting was called to order at 8:44 p.m. by Chairman Medrano in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Boardmembers present: Chairman Medrano, Vice Chairperson Pierce, Boardmembers Geller, Shuey and Stratford. Staff present: Executive Director Napper, Secretary Jackson, and General Counsel Adams

2. **PUBLIC COMMENTS** – None.

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

(a) Approved the minutes of the regular meeting of February 16, 2010.

(b) Approved an Agreement of Purchase and Sale and Joint Escrow Instructions with Ms. Carol M. Newton for the Agency's sale of 272 Stranahan Circle, Clayton, CA (APN 119-620-037) in the amount of $175,000.00 as a Low Income Affordable Housing Unit for forty-five (45) years.

4. **PUBLIC HEARING** – None.

5. **ACTION ITEMS**

(a) Consideration of concept design plans and preliminary cost estimates for expansion of the exterior patio of Endeavor Hall (6008 Center Street) to accommodate larger groups and events.

The City Engineer presented the staff report and indicated the Board Sub-committee believes there is a shortage of usable outdoor area at Endeavor Hall compared to the rentable indoor area. Before the Board are three alternative plans for consideration but each plan varies only slightly. The sub-committee of Chairman Medrano and Boardmember Geller felt that it was important to have more usable hardscape for the outdoor area. The final plan would need to be taken to the Planning Commission and go through the design review process. Shade sails are not included in this project scope. A gas BBQ was added to the outside area for use by renters as a design option. He stated the heating for outdoors would be more difficult because there are not electrical outlets in the outdoor area which may require a new electrical panel. The rough cost for this project is approximately $135,000 excluding the BBQ. The expansion also eliminates five existing parking spaces from the public parking area at a value of $56,500.

Boardmember Geller stated the expansion of the outdoor area would increase rental use and revenue stream because people are not renting Endeavor Hall because the capacity inside and outside do not match. He stated he felt the upgrades would make the facility more usable and would enhance the downtown community.

Boardmember Shuey asked if the sub-committee had met with a professional caterer or event planner to see if the upgrades would be beneficial. They had not.

Boardmember Stratford questioned how many more rentals could be expected because of the expansion. He also asked what the payback period might be.

The Executive Director stated the sub-committee wanted to bring the design options to the Board in order to see if there was interest; if so, they could do market critique and rental analysis.

Vice Chairperson Pierce urged the arbor be relocated to accommodate better photo opportunities than tucked in the corner.

The Executive Director asked if the Board was concerned about losing five off-street public parking spots due to the expansion. Boardmember Geller stated the building and the parking are under utilized and he was not concerned about losing five spots until there was a daily parking problem in the downtown.

Boardmember Stratford stated he would be concerned about parking when Flora Square gets full and the Oak Street properties are developed because on weekends and evenings the spots might fill up quickly.

Vice Chairperson Pierce stated the committee needed to determine whether the capacity of the inside of the hall and the outside really make a difference for the rental of the facility. She stated she is concerned about loss of public parking.

Boardmember Shuey thanked the sub-committee for their work. He stated he wanted to make an effort to look at the parking loss.

No action taken; by consensus the Board directed the sub-committee to meet with event planning professionals and do a cost benefit analysis.

6. **BOARD ITEMS** – None.

7. **ADJOURN** – on call by Chairman Medrano the meeting adjourned at 9:10 p.m.

Respectfully submitted,

____

Laci J. Jackson, Secretary

Clayton Redevelopment Agency Board

____

Joseph A. Medrano, Chairman

Agenda Date: 5-18-10

Agenda Item: 3b RDA

CITY OF CLAYTON

Founded 1857 Incorporated 1964

Approved:	
Gary A. Napper City Manager/Executive Director	

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARD MEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR DW

DATE: MAY 18, 2010

SUBJECT: PURCHASE 208 STRANAHAN CIRCLE - AFFORDABLE HOUSING UNIT

RECOMMENDATION

Authorize the Executive Director to purchase 208 Stranahan Circle (APN 119-620-005) on behalf of the Clayton Redevelopment Agency for the cash amount of $368,709 in Agency Low-Moderate Income Affordable Housing restricted-use funds, and authorize the Executive Director to commence procedures for the resale of this residential unit to a qualified Low-Income Household.

BACKGROUND

On May 16, 2006, the Redevelopment Agency purchased the residence at 208 Stranahan Circle for $660,000, using Redevelopment Agency Low-Moderate Affordable Housing restricted funds. This unit was at the end of a 10-year covenant to be an affordable home and if the Agency had not purchased it, the homeowner could have sold it on the open market at prevailing market rates. The Board of Directors directed staff to then re-sell the residence as a moderate-income unit, given the market conditions at the time and the need for housing units in that category in terms of Clayton's Regional Housing Needs Allocation (RHNA) and HCD-certified Housing Element. The resale by the Agency allowed it to be placed under a 45-year covenant as an affordable home.

In September of 2006, this residence, with three bedrooms and two and one half bathrooms, was sold to Mrs. Sessions for $346,000. This sales price was determined based on this family qualifying as a moderate-income household, total household income, the interest rate on the loan they were able to obtain, and Affordable Housing Program factors regarding the amount of total household income that can be used for direct housing costs. The sales price for the same home can vary, sometimes substantially, from family to family based primarily on the factor of total household income. For clarification, in 2009, the household income range is from $66,251 to $107,150 for a household of four persons in the Median/Moderate-income category. With the objective to assure affordability, a home price is linked directly to total household income. Consequently, a qualifying family at the upper end of the income range will pay considerably more for the same home as compared to a qualifying family at the lower end of the income range.

On April 23, 2010, Agency Executive Director Gary Napper received a "Notice of Intent to Transfer" from Mrs. Sessions in which she indicated that she is in need of making an employment change, has accepted a new position in southern California, and she needs to report to work on July 19, 2010 (See Attachment 1). Consequently, she is asking the Clayton Redevelopment Agency to purchase her home as allowed for and in accordance with provisions of her Resale Restriction Agreement, given the time constraint to try and sell it herself to another affordable income household.

In order to assure the housing unit remains affordable for 45 years in accordance with California Redevelopment Law, Mrs. Sessions entered into a Resale Agreement and Option to Purchase as well as a deed of trust and promissory note at the time she purchased the home from the Agency. The Resale Agreement has been recently revised to allow the homeowner and the Agency to share any equity appreciation in the future value of the residence. Since the Agency's purchase price of this housing unit was $660,000, the Agency's investment in the property following the sale is $314,000 or 47.4% of the Agency's purchase price. Mrs. Session's investment is $346,000 or 52.4% of the Agency's purchase price. The proportional sharing of equity will allow homeowners to realize a gain from homeownership and facilitate homeowners who want to move to market rate housing to have funds toward a down payment, in addition to earned equity by pay-down of their mortgage loan.

Staff has calculated the Agency purchase price based, on provisions of the Resale Restriction Agreement to be $368,709. This is a $22,709 increase over Mrs. Session's $346,000 purchase price. She is entitled to 52.4% of that appreciation, or $11,899.52. It is anticipated this sum would be reduced to pay costs and obligation through escrow. These obligations are described in Attachment 2. It should be noted that some interior repair work is needed for this home and the cost estimate for this work is $3,160, which is anticipated to be paid through escrow from a portion of Mrs. Session's shared appreciation.

In this current housing market, with substantially reduced market prices, staff is anticipating that those households who could afford homes in the moderate-income category would find a good selection of homes at a similar market-rate price without the need to enter into a Resale Restriction Agreement and share equity with the Agency. Consequently, staff is anticipating that this home would need to be re-sold in the lower-income category. A resale price in this category would likely be under $200,000. The City's Housing Element identifies a need for 35 units in this income category through 2014.

FISCAL IMPACT

Funds for the purchase of the home will come from the Agency's Low-Moderate Affordable Housing restricted-use funds account. Funds in this account are restricted by law for the provision of affordable housing.

Attachments:

1. Notice of Intent to Transfer letter, received April 23, 2010, from Mrs. Sessions to Mr. Gary A. Napper, Executive Director, Clayton Redevelopment Agency.
2. Deal Points and Understandings Letter, dated April 27, 2010.

AffordableHousing\Sessions\SR-Repurchase.5.18.10-Sessions

Received

APR 23 2010

City of Clayton

April 18, 2010

Dear Gary A. Napper, (Executive Director, Redevelopment Agency of the City of Clayton)

I am writing this letter to notify the "Agency" of my intent to transfer and vacate the property at 208 Stranahan Circle, Clayton, CA 94517.

I have accepted an employment position with Retina Associates of Orange County. They are located in Laguna Hills, California. They have been most gracious in accommodating my family and I, by accepting a start date of employment on July 19, 2010. They know I have a son to complete school in June and a home to sell. My plan is to vacate the property approximately one week prior to my start date.

My sons and I have enjoyed our 14 years in Clayton and will greatly miss what we have known as "home". We have been very happy here and are saddened to leave.

I have worked very hard as a single mom, raising 3 wonderful sons and holding 2 jobs. In September 2009 thru mid January 2010 I was without my primary job due to a work merger, but I have managed to keep above water and make my mortgage payments without blemish.

I am currently once again holding 2 jobs and find the demands very stressful and I have found a new job in southern California that will be very beneficial to myself and family.

Since I have a demanding work schedule (Monday thru Saturday), I am pleading with the City to consider purchasing my property due to my unavailability to sell by owner. I will however do all in my power to be available to assist the city in the transfer of this property to the best of my ability.

Thank you for your quick response and compassion!

Sincerely,

Olga M S

Olga. M. Sessions

Attachment 2

CITY OF CLAYTON

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Community Development (925) 673-7340
Engineering (925) 363-7433

6000 Heritage Trail • Clayton, California 94517-1250
Telephone (925) 673-7300 Fax (925) 672-4917

City Council
Hank Stratford, *Mayor*
David T. Shuey, *Vice Mayor*
Howard Geller
Joseph A. Medrano
Julie K. Pierce

April 27, 2010

Olga M. Sessions
208 Stranahan Circle
Clayton, California 94517

Re: Deal Points and Understandings –
Possible Re-Purchase of Home at 208 Stranahan Circle

Dear Ms. Sessions:

Clayton Redevelopment Agency Executive Director Gary A. Napper received your "Intent to Transfer" letter on April 23, 2010, wherein you officially notified the Clayton Redevelopment Agency of your desire to sell your home at 208 Stranahan Circle to the Agency. You purchased this home from the Redevelopment Agency in 2006 and, accordingly, the home is subject to the provisions of the recorded Resale Restriction Agreement. This Agreement requires you offer the home to the Agency first as a way to assist in retaining this home in the Agency's Affordable Housing Program.

Mr. Napper asked me to contact you to review the "deal points" that would be presented to the Clayton Redevelopment Agency Board to obtain its authorization for Mr. Napper and his staff to purchase your home on behalf of the Agency. A listing of the deal points and related understandings is provided below. Please review this information and sign on the signature block provided below if you agree to these points and information.

If we receive your signed copy of this listing of deal points by Friday morning, April 30, 2010, we will present your request for purchase of your home to the Clayton Redevelopment Agency Board at its meeting of May 4, 2010.

Deal Points and Understandings for Possible Re-Purchase of Home at 208 Stranahan Circle

1. Fair Market Value and original purchase price by the Clayton Redevelopment Agency was $660,000.
2. Purchase price in 2006 by Olga Sessions was $346,000.

3. Sales price of the home at this time (April 2010) would be the Restricted Future Sales Price or Fair Market Value, whichever is less. The Restricted Future Sales Price is determined by multiplying the Session's purchase price by the percentage increase in the median income factor for Contra Costa County in the State Official Income Limits. The median income factor increased from $83,800 in 2006 to 89,300 in 2009, a 6.6% increase. $346,000. X 106.6 = $368,709. This is a $22,709. increase over Ms. Session's purchase price.
4. Acknowledging a $425,000 professional property appraisal received for real property at 272 Stranahan Circle approximately five months ago, it is reasonable to assume the sales price for the Session's home will be based on the Restricted Future Sales Price.
5. The breakdown of the shared appreciation for this property is the Owner, Olga Sessions, is entitled to 52.4% and the Agency is entitled to 47.6%. Accordingly, Ms. Sessions would be entitled to $11,899.52 and the Agency would be entitled to $10,809.48 of this "growth". Naturally, the Owner will retain all buy-down of private mortgage principal(s).
6. While the anticipated sales price would be $368,709, the Agency would be credited back $10,809.48.
7. There are escrow costs and responsibilities that should be understood in this possible transaction as follows:
   - <u>Seller (Sessions) would be responsible for the following</u>:
     - Clear title to property;
     - Prorated payment of current year property taxes and assessments due;
     - Payment of all County real property transfer taxes;
     - One-half of the expenses of all usual and customary Escrow Fees;
     - Provide a twelve (12) month Home Warranty Policy that includes HVAC from the date of the close of escrow;
     - Provide a current Pest Report and repair all Section 1 damages identified in the report; and,
     - Repair (cure) any health and safety related deficiencies noted in the Buyer paid Home Inspection Report.
   - <u>Buyer (Agency) would be responsible for the following</u>:
     - The cost of the Title Policy;
     - All recording fees;
     - Pay prorated portion of current year special assessment taxes only;
     - One-half of the expenses of all usual and customary Escrow Fees;
     - The cost of a Home Inspection Report.

Should you have any questions regarding the deal points and information listed above, please let me know. If we can reach agreement on these points and information by the morning of April 30, 2010, staff will be able to present your proposal to sell your home at 208 Stranahan Circle to the Redevelopment Agency at the Agency's May 4, 2010 meeting.

Sincerely,

David Woltering

David Woltering, AICP
Community Development Director

Owner's Signature Agreeing to Above-listed Deal Points for Sale/Purchase of Home at 208 Stranahan Circle to Clayton Redevelopment Agency

Olga M S

Olga. M. Sessions

5/12/10 * see attachment 1

Date

cc: Executive Director Gary A. Napper

comdev/affordable hsg/sessions/deal points for possible re-purchase of home at 208 stranahan circle

David—

I sign this, recognizing that all deal points are paid thru escrow funds per our phone conversations.

Thank you!

Olga S

5/12/10 *

attachment 1

Agenda Date: 5-18-10

Agenda Item: 3C RDA

CITY OF CLAYTON
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Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARD MEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR DW

DATE: MAY 18, 2010

SUBJECT: PURCHASE 278 STRANAHAN CIRCLE - AFFORDABLE HOUSING UNIT

RECOMMENDATION

Authorize the Executive Director to purchase 278 Stranahan Circle (APN 119-620-040-4) on behalf of the Clayton Redevelopment Agency for the cash amount of $290,360 in Agency Low-Moderate Income Affordable Housing restricted-use funds, and authorize the Executive Director to commence procedures for the resale of this residential unit to a qualified Low-Income Household.

BACKGROUND

On May 30, 2008, the Redevelopment Agency purchased the residence at 278 Stranahan Circle for the appraised market price of $503,500, using Redevelopment Agency Low-Moderate Affordable Housing restricted funds. This unit only had a 10-year covenant to be an affordable home and if the Agency had not purchased it, the homeowner could have sold it on the open market at prevailing market rates. The Board of Directors directed staff to then re-sell the residence as a moderate-income unit, given the market conditions at that time and the need for housing units in that category in terms of Clayton's Regional Housing Needs Allocation (RHNA) and the City's HCD-certified Housing Element. The resale by the Agency allowed it to be placed under a 45-year covenant as an affordable home.

In February of 2009, this residence, with three bedrooms and two and one half bathrooms, was sold to Mr. and Mrs. Gloger for $280,000. This sales price was determined based on this family qualifying as a moderate-income household, their total household income, the interest rate on the loan they were able to obtain, and Affordable Housing Program factors regarding the amount of total household income that can be used for direct housing costs. The sales price for the same home can vary, sometimes substantially, from family to family based primarily on the factor of total household income. For clarification, in 2009, the household income range is from $66,251 to $107,150 for a household of four persons in the Median/Moderate-income category. With the objective to assure affordability, a home price is linked directly to total household income. Consequently, a qualifying family at the upper end of the income range will pay considerably more for the same home as compared to a qualifying family at the lower end of the income range.

On May 4, 2010, Agency Executive Director Gary Napper received a "Notice of Intent to Transfer" from Mr. and Mrs. Gloger. Mr. Gloger is employed by the Mt. Diablo Unified School District, which is experiencing budgetary concerns, and faced potential layoff. Consequently, Mr. Gloger sought and was able to obtain a more secure position as an Assistant Principal in southern California. He has accepted the position and will need to report to work at his new place of employment at the beginning of August. Therefore, the Glogers are indicating they would like to vacate their home by July 31, 2010 and sell it the Clayton Redevelopment Agency as allowed and provided for in their Resale Restriction Agreement, given the time constraint to try and sell the home themselves to another affordable income household. Additional information is provided in their Notice of Intent to Transfer (See Attachment 1).

In order to assure the housing unit remains affordable for 45 years in accordance with California Redevelopment Law, Mr. and Mrs. Gloger entered into a Resale Agreement and Option to Purchase as well as a deed of trust and promissory note at the time they purchased the home from the Agency. The Resale Agreement allows the homeowner and Agency to share any equity appreciation in the future value of the residence. The sharing of equity would be in proportion to the respective parties' investment in the unit's market value at the time the Agency purchased the unit from the prior owners. Since the Agency's purchase price of this housing unit was $503,500.00 the Agency's investment in the property following the sale is $223,500.00 or 44.4% of the Agency's purchase price. Mr. and Mrs. Gloger's investment is $280,000 or 55.6% of the Agency's purchase price. The proportional sharing of equity allows homeowners to realize a gain from homeownership and facilitate homeowners who want to move to market rate housing to have funds toward a down payment, in addition to earned equity by pay-down of their mortgage loan.

Staff has calculated the Agency purchase price based on provisions of the Resale Restriction Agreement to be $290,360. This is a $10,360 increase over the Gloger's $280,000 purchase price. They would be entitled to 55.6% of that appreciation, or $5,760.16. It is anticipated this sum would be reduced to pay costs and obligation through escrow. These obligations are described in Attachment 2.

In this current housing market, with substantially reduced market prices, staff is anticipating that those households who could afford homes in the moderate-income category would find a good selection of homes at a similar market-rate price without the need to enter into a Resale Restriction Agreement and share equity with the Agency. Consequently, staff is anticipating that this home would need to be sold in the lower-income category. A resale price in this category would likely be under $200,000. The City's Housing Element identifies a need for 35 units in this income category through 2014.

FISCAL IMPACT

Funds for the purchase of the home will come from the Agency's Low-Moderate Affordable Housing restricted-use funds account. Funds in this account are restricted by law for the provision of affordable housing.

Attachments:

1. Notice of Intent to Transfer letter, dated May 3, 2010 from Mr. and Mrs. Gloger to Mr. Gary A. Napper, Executive Director, Clayton Redevelopment Agency.
2. Deal Points and Understandings Letter, dated May 13, 2010.

AffordableHousing\Gloger\SR-Repurchase.5.18.10-Gloger

Attachment 1

BARNABY AND RACHEL GLOGER

278 Stranahan Circle • Clayton, California 94517 • Cell (925) 348-2583
BarnabyGloger@yahoo.com

May 3, 2010

Received

MAY 04 2010

City of Clayton

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

Dear Mr. Napper:

We are writing to provide written notice of intent to transfer as required by Section 7 of the Resale Restriction Agreement in regards to 278 Stranahan Circle in the City of Clayton's Affordable Housing Program.

As required in Section 7A of the Resale Restriction Agreement, the following information necessary for the Agency to determine the Restricted Future Sales Price of the Property has been included:

(1) *the address of the Property;*
278 STRANAHAN CIRCLE, CLAYTON, CA 94517

(2) *the date of purchase of the Property by the Owner;*
02-06-2009

(3) *the purchase price of the Property paid by the Owner at the time of his/her purchase;*
$280,000.00

(4) *a copy of the HUD-1 Settlement Statement or equivalent document from the close of escrow on the Owner's purchase of the Property;*
ATTACHED

(5) *if Owner has made Eligible Capital Improvements to the Property that he/she wishes to include in the calculation of Restricted Future Sales Price, . . .*
NO IMPROVEMENTS INCLUDED

(6) *the date on which Owner intends to vacate Property;*
JULY 31, 2010

(7) *the date the Property will be placed on the market; and*
05-04-10 AND/OR AS SOON AS POSSIBLE,
(Owner will not contract with a real estate broker if the agency exercises its right to purchase the property)

(8) *the name and phone number of the person to contact to schedule inspection of the Property by the Agency.*
PLEASE CONTACT BARNABY GLOGER, (925) 348-2583

BARNABY AND RACHEL GLOGER

278 Stranahan Circle • Clayton, California 94517 • Cell (925) 348-2583
BarnabyGloger@yahoo.com

For the past 15 months our family has owned and occupied this wonderful property and loved the access to hiking trails, parks, Clayton Library, and the greater Bay Area. It has been a joy to come to know the residents of the Stranahan neighborhood and be a part of this community. Due to budget cuts in the Mt. Diablo Unified School District the longevity of Barnaby's occupation was threatened which required looking into other job options. He has been offered and accepted an Assistant Principal position in Southern California for the upcoming school year and ensured the ability to provide financially for his family. Unfortunately this will require that we sell our wonderful home and leave this special community. In addition, it is our hope that the process will occur efficiently so that we can transition by the end of the summer. We will make every effort to work collaboratively with the City of Clayton's Redevelopment Agency in hopes that the Agency will exercise its option to purchase the property. Our family of four that has benefited from the City of Clayton's affordable housing program has now become five (Iris May was born on May 1st) and we so appreciate the opportunity the City of Clayton has provided.

Thank you for your work in providing this opportunity for our family and for your support in assisting with this process and transition. We look forward to hearing from you soon to discuss next steps in regards to transfer/sale of this property.

Sincerely,

Barnaby Gloger Rachel D. Gloger

Barnaby and Rachel Gloger

Cell: (925) 348-2583

Email: BarnabyGloger@yahoo.com

Attachment 2

CITY OF CLAYTON

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COMMUNITY DEVELOPMENT (925) 673-7340
ENGINEERING (925) 363-7433

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250
TELEPHONE (925) 673-7300 FAX (925) 672-4917

May 13, 2010

Barnaby and Rachel Gloger
278 Stranahan Circle
Clayton, California 94517

Re: Deal Points and Understandings
Possible Re-Purchase of Home at 278 Stranahan Circle

Dear Mr. and Mrs. Gloger:

Clayton Redevelopment Agency Executive Director Gary A. Napper received your "Intent to Transfer" letter on May 4, 2010, wherein you officially notified the Clayton Redevelopment Agency of your desire to sell your home at 278 Stranahan Circle to the Agency. You purchased this home from the Redevelopment Agency in February 2009 and, accordingly, the home is subject to the provisions of the recorded Resale Restriction Agreement. This Agreement requires you offer the home to the Agency first as a way to assist in retaining this home in the Agency's Affordable Housing Program.

Mr. Napper asked me to contact you to review the "deal points" that would be presented to the Clayton Redevelopment Agency Board to obtain its authorization for Mr. Napper and his staff to purchase your home on behalf of the Agency. A listing of the deal points and related understandings is provided below. Please review this information and sign on the signature block provided below demonstrating you agree to these points and information.

If we receive your signed copy of this listing of deal points by Friday morning, May 14, 2010, we will present your request for Agency purchase of your home to the Clayton Redevelopment Agency Board at its meeting of May 18, 2010.

<u>Deal Points and Understandings for Possible Re-Purchase of Home at 278 Stranahan Circle</u>

1. Fair Market Value and original purchase price by the Clayton Redevelopment Agency was <u>$503,500</u>.

2. Purchase price in 2009 by Mr. and Mrs. Gloger was $280,000.
3. Sales price of the home at this time (May 2010) would be the Restricted Future Sales Price or Fair Market Value, whichever is less. The Restricted Future Sales Price is determined by multiplying your purchase price by the percentage increase in the median income factor for Contra Costa County in the State Official Income Limits. The median income factor increased from $86,100 in 2008 to $89,300 in 2009, a 3.7% increase. $280,000. x 103.7 = $290,360. This is a $10,360 increase over your discounted purchase price.
4. Acknowledging a $425,000 professional property appraisal received for real property at 272 Stranahan Circle approximately five months ago, it is reasonable to assume the sales price for your home will be based on the Restricted Future Sales Price.
5. The breakdown of the shared appreciation for your property is the Owner is entitled to 55.6% and the Agency is entitled to 44.4%. Accordingly, you would be entitled to $5,760.16 and the Agency would be entitled to $4,599.84 of this "growth". Naturally, the Owner will retain all buy-down of private mortgage principal(s).
6. While the anticipated sales price would be $290,360.00, the Agency would be credited back $4,599.84.
7. There are escrow costs and responsibilities that in this possible transaction as follows:
   - Seller (Glogers) would be responsible for the following:
     - Payment of all County documentary transfer taxes;
     - Clear title to property;
     - Prorated payment of current year property taxes and assessments due;
     - One-half of the expenses of all usual and customary Escrow Fees;
     - Provide a twelve (12) month Home Warranty Policy that includes HVAC from the date of the close of escrow;
     - Provide a current Pest Report and repair all Section 1 damages identified in the report; and,
     - Repair (cure) any health and safety related deficiencies noted in the Buyer paid Home Inspection Report.
   - Buyer (Agency) would be responsible for the following:
     - The cost of the Title Policy;
     - All recording fees;
     - Pay prorated portion of current year special assessment taxes only;
     - One-half of the expenses of all usual and customary Escrow Fees;
     - The cost of a Home Inspection Report.

Should you have any questions regarding the deal points and information listed above, please let me know. If we can reach agreement on these points and information by the morning of May 14, 2010, staff will be able to present your proposal to sell your home at 278 Stranahan Circle to the Redevelopment Agency at the Agency's May 18, 2010 meeting.

Sincerely,

David Woltering

David Woltering, AICP
Community Development Director

Owners' Signatures Agreeing to Above-listed Deal Points for Sale/Purchase of Home at 278 Stranahan Circle to Clayton Redevelopment Agency

Barnaby Gloger | 5/13/10

Barnaby Gloger | **Date**

Rachel Gloger | 5/13/10

Rachel Gloger | **Date**

cc: Executive Director Gary A. Napper