CITY OF CLAYTON
Founded 1857... Incorporated 1964

AGENDA

REGULAR MEETINGS

* * *

CLAYTON CITY COUNCIL
and
CLAYTON REDEVELOPMENT AGENCY
and
OAKHURST GEOLOGIC HAZARD ABATEMENT DISTRICT

* * *

TUESDAY, September 7, 2010

7:00 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 *

September 7, 2010

7:00 P.M.

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

2. **CLOSED SESSION** – None.

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 July 20, 2010. **(View Here)**

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

(c) Authorize the City Clerk to complete and transmit the 2010 Local Biennial Notice to the Fair Political Practices Commission indicating no amendments are required to Clayton's Conflict of Interest Code. **(View Here)**

(d) Adopt a Resolution approving specific project and operational encumbrances from the FY 09-10 Budget and amending the FY 10-11 City Budget accordingly. **(View Here)**

(e) Approve City co-sponsorship and flat fee donation of $168 from the Clayton Woman's Club for use of Hoyer Hall (Library Community Meeting Room) for its Annual Craft Sale on November 20 & 21, 2010. **(View Here)**

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Proclamation declaring the week of September 17 - 23, 2010 as "U.S. Constitution Week" in the city of Clayton. **(View Here)**

(b) Proclamation declaring the week of September 19-25, 2010 as "Fall Prevention Awareness Week" in the city of Clayton. **(View Here)**

(c) Introduction of new Contra Costa Fire Protection District Fire Chief Daryl Louder (Supervisor Susan Bonilla)

6. REPORTS

(a) Planning Commission – Commissioner Bob Armstrong
(b) Trails and Landscaping Committee – Committee Member Jake Pauline
(c) City Manager/Staff
(d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.
(e) Other – Introduction of candidates for City Council elected office.

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) Consider the award of contract to MCK Services in the amount of $1,336,000.00 for performance of the 2010 Neighborhood Street Repavement Project & old Marsh Creek Road Repavement Project (CIPs No. 10409 & 10416) (City Engineer) **(View Here)**

Staff recommendation: Following the Staff report and public comment, adopt the Resolution awarding the competitive bid contract.

(b) Consider the award of contract to Miracle Playsystems, Inc. (Alamo, CA) in the amount of $44,133.69 for the purchase and installation of a new small tot lot with resilient play surface in Lydia Lane Park using developer impact mitigation monies [CIP No. 10336 – Phase II]. **(View Here)**
(Assistant to the City Manager)

Staff recommendation: Following the Staff report and public comment, adopt the Resolution awarding the contract for purchase and installation of the small tot lot play apparatus.

(c) Consider a Resolution establishing new fees and adjusting existing fees in the City Master Fee Schedule for certain user-benefit City services and rental of City facilities and parks in FY 2010-11. **(View Here)**
(Asst. to the City Manager)

Staff recommendation: Following the Staff report and public comments, adopt the Resolution setting City fee rates for FY 2010-11.

(d) Consider Ordinance No. 429 amending Title 17 of the *Clayton Municipal Code* to supersede and replace the existing “Water Conserving Landscape Guidelines” with “Landscape Water Conservation Standards” to implement SB 1881, the Water Conservation in Landscaping Act of 2006 [Introduction and First Reading]
(Community Development Director) **(View Here)**

Staff recommendation: **1.** Receive the Staff report; **2.** Receive public comments; **3.** Adopt a motion to have the City Clerk read Ordinance No. 429 by title and number only and waive further reading; and **4.** Following the City Clerk’s reading, a motion to approve Ordinance No. 429 for Introduction.

(e) Consideration of a status report on City objectives related to a variety of proposed environmental protection programs and Green Building Codes.
(Assistant to the City Manager) **(View Here)**

Staff recommendation: Following the Staff report and public comments, that Council provide policy direction or comments to staff.

(f) Consideration of a Resolution committing the City’s participation in and financial obligations thereof to the East Bay Regional Communications System Authority (EBRCSA) for a two county radio interoperability system to enhance inter-public safety and emergency response communications in disasters or civil emergencies.
(City Manager) **(View Here)**

Staff recommendation: Following Staff report and public comments, that Council adopt the Resolution.

(g) Consideration of City Council position and voting instructions on the six (6) proposed General Resolutions at the 2010 Annual Conference of the League of CA Cities. **(View Here)**
(City Manager)

Staff recommendation: Following Staff report and public comments, that Council provide direction and voting guidance on each General Resolution to its Voting Delegate (Council Member Pierce).

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

11. ADJOURNMENT– the next regularly scheduled meeting will be on September 21, 2010.

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* CLAYTON REDEVELOPMENT AGENCY *

September 7, 2010

1. **CALL TO ORDER AND ROLL CALL** – Chairman Medrano.

2. **PUBLIC COMMENTS**

Citizens may address the Redevelopment Agency on items within the Board's jurisdiction, (which are not on the agenda) by completing a speaker card available on the Lobby table and submitting 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 one's name is called by the Chair, 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. 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 when each item is considered by the Board.

3. **CONSENT CALENDAR**

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

(a) Approve the minutes of the regular meeting of August 3, 2010. **(View Here)**

(b) Approve an Agreement of Purchase and Sale and Joint Escrow Instructions with Mr. Jason Price and Mrs. Jacquelyn Price for the Agency's sale of 208 Stranahan Circle, Clayton, CA (APN 119-620-005) in the amount of $195,000.00 as a Low Income Affordable Housing Unit for forty-five (45) years. **(View Here)**

(c) Approve an Agreement of Purchase and Sale and Joint Escrow Instructions with Ms. Bonnie Slatkin for the Agency's sale of 278 Stranahan Circle (APN 119-620-040) in the amount of $195,000.00 as a Low Income Affordable Housing Unit for forty-five (45) years. **(View Here)**

4. **PUBLIC HEARINGS** – 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.

* OAKHURST GEOLOGIC HAZARD ABATEMENT DISTRICT *

September 7, 2010

1. **CALL TO ORDER AND ROLL CALL** – Chairman Geller.

2. **PUBLIC COMMENTS**

Citizens may address the Oakhurst Geological Hazard Abatement District (GHAD) Board on items within the Board'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 Chairperson's discretion. When one's name is called by the Chair, 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 when each item is considered by the Board.

3. **CONSENT CALENDAR**

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

(a) Approve the Oakhurst Geologic Hazard Abatement District Board minutes for its regular meeting of July 20, 2010. **(View Here)**

(b) Authorize the allocation of $110,000 from the Presley lawsuit settlement proceeds to CIP No. 10409 for the repaving of designated residential streets in the Oakhurst Subdivisions as part of the City's 2010 Neighborhood Street Repavement Project. **(View Here)**

4. **PUBLIC HEARINGS** - None.

5. **ACTION ITEMS** – None.

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

7. **ADJOURNMENT** – the next meeting of the GHAD Board of Directors will be scheduled as needed.

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 9-7-10

Agenda Item: 4a

TUESDAY, August 3, 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. Councilmembers absent: Vice Mayor Shuey. Staff present: City Manager Gary Napper, City Attorney Dan Adams, and City Clerk Laci Jackson.

2. **CLOSED SESSION** – None.

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

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

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

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

(c) Adopted Resolution 34-2010 approving Addendum No. 2 to the Memorandum of Agreement (MOA) with the Clayton Police Officers Association (CPOA) concerning terms and conditions of employment in Fiscal Year 2010-2011.

(d) Accepted the City Financial Investment Report for the 4th Quarter of FY 2009-2010, ending June 30, 2010.

(e) Adopted Resolution 35-2010 approving a revised City Investment Policy including the annual delegation of investment authority to the City Treasurer.

5. **RECOGNITIONS AND PRESENTATIONS**- None.

6. **REPORTS**

(c) The City Manger reported the City's Housing Element was certified on July 15th by the State Housing and Community Development Department. He stated the coversheet commended Clayton for facilitating mixed use development in the Town Center (Creekside Terrace project). He reminded citizens there are two Affordable Housing units available for purchase to qualified applicants and applications are available online. He also stated AOSL is accepting registration for a fall youth basketball league and has many other class offerings available at the Clayton Community Gym.

(d) City Council

Councilmember Geller attended the AOSL Open House at the Clayton Community Gym. He stated the last Concert in The Grove was a huge success. He reminded citizens affordable car insurance is available through the State of California at www.insurance.cal.gov/lowcost .

Councilmember Pierce attended a Joint Meeting of the ABAG Administration Committee and the Metropolitan Transportation Commission. She noted the Caldecott Tunnel groundbreaking will be August 9th at 10 a.m. and she will be attending the event.

Mayor Stratford attended the CERT Corp Council meeting and stated the next CERT class begins on September 15th. He also stated the labor agreements with the Police Officers Unit and the Miscellaneous employees adopted a Tier II retirement pension plan for new hires which will help contain costs moving forward.

(e) Other – Mayor Stratford stated he, Vice Mayor Shuey and Ted Meriam had qualified to run for the two City Council seats in the November 2010 election. In accordance with Council policy, he invited Mr. Meriam forward to speak.

Ted Meriam stated as a Planning Commissioner he already works with the City Council and is running for the City Council in 2010.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

John Trammell, stated he is concerned with the banners that might be placed around the City indicating character traits. He stated he does not believe Clayton is lacking character and does not believe character trait banners are a good idea.

Jim Hudak, agreed with Mr. Trammell and believes banners are preachy and inappropriate. He stated he does not believe it is the role of the City to be involved in character building.

Linda Hudak stated she had a chance to talk with Mayor Stratford about the "Do the Right Thing" program and understands the Mayor's concerns. She stated she agrees with the Mayor and believes it is important to have an open discussion about ethics and demonstrate good character traits. She stated she does not agree that banners should be placed around down and does not believe this should be a City led endeavor.

The City Manager stated he spoke to the City Manager of Pleasanton and when their program stated the City initiated the process and then a non-profit was formed that took over the effort and program.

Mayor Stratford stated the City did not develop a committee but that the group of people working on this project were the three area schools, the business community, and few City representatives.

The City Manager stated the direction from the City Council regarding this program was to have the Mayor meet with the committee, have them formalize the program and bring it back to the Council for adoption.

Ed Hartley stated first as the CBCA President he wanted to announce that on August 21st the CBCA is hosting it inaugural rib cook-off at the Clayton Club. This event will also serve as a membership drive and the competition is open to the public. He stated it will be a fun event, filled with rib tasting. He stated as a member of the "Do the Right Thing" committee the program was not intended to solve a problem but to emphasize important traits. He stated the program is not mandatory and would be school driven but the CBCA could be part of the recognition program for people going above and beyond in exemplifying these traits.

Councilmember Medrano stated when the Council discussed this issue a few weeks ago they agreed the City should not be leading the charge, but the idea was to get the schools and parents involved. He stated he, Mayor Stratford and Councilmember Pierce were part of the Challenge Day at the middle school last year and kids are dealing with more issues today than they were years ago. He stated the City should be supportive of the program and figure out a way to make the program work for the schools.

Councilmember Pierce agreed with Councilmember Medrano and stated as a participant in Challenge Day she was moved and struck by the large number of youth who appear from the outside to be doing just fine but who are really struggling, being bullied, or have self-esteem issues. She stated this program would allow for the community and schools to support and re-enforce what was being taught at home.

8. <u>PUBLIC HEARINGS</u> – None.

9. <u>ACTION ITEMS</u>

(a) Designation of the City's Voting Delegate and Alternate to the League of California Cities 2010 Annual Conference to be held September 15 thru September 17, 2010 in San Diego, CA.

The City Clerk presented the staff report indicating that the Council needed to determine if an elected official will attend the Annual Conference due to City budget considerations, and if so select its Voting Delegate.

The Council discussion included: conference value at this time, topics being presented, important relationships forged at conferences, lack of attendance in past years, who would be available to attend, cost, and what items would be voted on.

It was moved by Councilmember Medrano, seconded by Mayor Stratford to approve the expenses of Councilmember Pierce to attend the Annual Conference, up to $1,000 (Passed; 3-0-1 vote, Geller-abstained).

It was moved by Councilmember Medrano, seconded by Councilmember Geller to designate Councilmember Pierce as the City's Voting Delegate for the Annual Conference (Passed; 4-0 vote)

(b) Council Member request to discuss certain landscape design and replanting improvements in the courtyard of Clayton City Hall.

Councilmember Geller stated when he comes into City Hall he notices there are two plots of land out front that are not landscaped well. He stated the area needs to be a little dressier and does not think adding a few plants would cost a lot of money. He would like to see the area cleaned up and dressed up.

Mayor Stratford stated he liked that fact that not everything was completely manicured and thought the area looked fine.

Councilmember Pierce stated she likes the minimalist landscaping in town, does not like when things are overdone. She stated this area was not on her priority list for improvements.

Councilmember Medrano suggested maybe the area could be improved by a Scout project or the Garden Club.

The City Manager stated that when one public area is planted or dressed up, citizens often want to know why other areas are not improved as well.

The Council suggested Councilmember Geller approach the Garden Club and see if they want to plant the area and maintain it. They also asked for Maintenance to comment on water/irrigation issues.

Mayor Stratford asked if any member of the public would like to comment.

Ted Meriam, stated the area could use some attention. He would also like to see a bike rack installed at City Hall so that members of the community have a place to lock their bikes up when they ride to City Hall.

Councilmember Pierce stated she would work with the Transportation Authority to get bike racks.

The City Manager stated the employees take great pride in their work as an organization but the City Budget is small and there are only 5 full-time employees in the Maintenance Department to care for the entire City owned landscaping and Landscape District needs. The City does not have funds to employ a full-time public facilities' landscaper or gardener to take care of such plantings.

10. **COUNCIL ITEMS**- None.

11. **ADJOURNMENT**– On call by Mayor Stratford the meeting adjourned at 8:24 p.m.

Respectfully submitted,

____
Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

____
Hank Stratford, Mayor

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

Agenda Date: 09/07/10
Agenda Item: 4b

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MERRY PELLETIER, FINANCE MANAGER

DATE: SEPTEMBER 7, 2010

SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION **Approve the following obligations.**

RUN DATE	OBLIGATION NUMBERS	TOTALS
09/01/10	17429 – 17560	$857,240.64

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

Attachments:
Invoice Distribution Report 09/01/10 (21 pages)

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-2206-00.0.0-000 - PERS Liability						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			7	PD Survivor Benefit 8/8/10	Paid	10.23
	17528	Retirement PPE 8/22/10	201	CalPERS		
			7	PD Survivor Benefit 8/22/10	Inv	10.23
A101-2206-00.0.0-000 - PERS Liability				*** Account total ***		20.46
A101-5791-00.0.0-000 - Overhead cost recovery						
	17506	Refund MSWP 08-07 Dep 8/10	2670	R & J Pizza Inc		
			1	OH Rec MSWP 08-07	Paid	-6.22
	17515	Refund SWP 06-10 Dep 8/10	1348	Majestic Pools		
			2	OH Rec SWP 06-10 8/10	Paid	-24.90
	17516	Refund SWP 28-08 Dep 8/10	872	Steven & Genevieve Woerner		
			2	OH Rec SWP 28-08 8/10	Paid	-105.82
	17544	Refund EP 2895 8/10	2681	Marlene Eastman		
			3	OH Rec EP 2895 8/10	Inv	-9.34
A101-5791-00.0.0-000 - Overhead cost recovery				*** Account total ***		-146.28
A101-7218-02.0.0-000 - Life and LTD Insurance						
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			1	Adm LTD 9/10	Inv	262.21
A101-7218-02.0.0-000 - Life and LTD Insurance				*** Account total ***		262.21
A101-7218-03.0.0-000 - Life and LTD Insurance						
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			2	PW LTD 9/10	Inv	152.58
A101-7218-03.0.0-000 - Life and LTD Insurance				*** Account total ***		152.58
A101-7218-04.0.0-000 - Life and LTD Insurance						
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			3	Planning LTD 9/10	Inv	77.64
A101-7218-04.0.0-000 - Life and LTD Insurance				*** Account total ***		77.64
A101-7218-06.0.0-000 - Life and LTD Insurance						
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			4	PD LTD 9/10	Inv	421.14
A101-7218-06.0.0-000 - Life and LTD Insurance				*** Account total ***		421.14
A101-7220-01.0.0-000 - PERS Retirement						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			1	Legislative 8/8/10	Paid	412.97
A101-7220-01.0.0-000 - PERS Retirement				*** Account total ***		412.97
A101-7220-02.0.0-000 - PERS Retirement						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			2	Admin 8/8/10	Paid	3,958.97
	17528	Retirement PPE 8/22/10	201	CalPERS		
			2	Admin 8/22/10	Inv	3,958.97
A101-7220-02.0.0-000 - PERS Retirement				*** Account total ***		7,917.94

	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7220-03.0.0-000 - PERS Retirement						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			3	PW 8/8/10	Paid	2,311.05
	17528	Retirement PPE 8/22/10	201	CalPERS		
			3	PW 8/22/10	Inv	2,311.05
A101-7220-03.0.0-000 - PERS Retirement				*** Account total ***		4,622.10
A101-7220-04.0.0-000 - PERS Retirement						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			4	Planning 8/8/10	Paid	1,174.00
	17528	Retirement PPE 8/22/10	201	CalPERS		
			4	Planning 8/22/10	Inv	1,174.00
A101-7220-04.0.0-000 - PERS Retirement				*** Account total ***		2,348.00
A101-7220-06.0.0-000 - PERS Retirement						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			5	Police 8/8/10	Paid	12,067.24
	17528	Retirement PPE 8/22/10	201	CalPERS		
			5	Police 8/22/10	Inv	12,105.89
A101-7220-06.0.0-000 - PERS Retirement				*** Account total ***		24,173.13
A101-7231-01.0.0-000 - Workers' Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			1	Workers Comp Prem 10-11	Paid	435.00
A101-7231-01.0.0-000 - Workers' Compensation				*** Account total ***		435.00
A101-7231-02.0.0-000 - Workers' Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			2	Workers Comp Prem 10-11	Paid	9,264.00
A101-7231-02.0.0-000 - Workers' Compensation				*** Account total ***		9,264.00
A101-7231-03.0.0-000 - Workers' Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			3	Workers Comp Prem 10-11	Paid	288.00
A101-7231-03.0.0-000 - Workers' Compensation				*** Account total ***		288.00
A101-7231-04.0.0-000 - Workers' Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			4	Workers Comp Prem 10-11	Paid	3,062.00
A101-7231-04.0.0-000 - Workers' Compensation				*** Account total ***		3,062.00
A101-7231-05.0.0-000 - Workers' Compensation						
	17469	Wellness Prem 10-11	65	Municipal Pooling Authority		
			1	Wellness Prem 10-11	Paid	431.00
	17470	Liability Program 10-11	65	Municipal Pooling Authority		
			1	Liability Program 10-11	Paid	59,483.00
	17471	WAP Workers Comp 10-11	65	Municipal Pooling Authority		
			1	WAP Workers Comp 10-11	Paid	1,373.25
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			14	Workers Comp Prem 10-11	Paid	-7,299.00
A101-7231-05.0.0-000 - Workers' Compensation				*** Account total ***		53,988.25

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7231-06.0.0-000 - Workers' Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			5	Workers Comp Prem 10-11	Paid	15,634.00
A101-7231-06.0.0-000 - Workers' Compensation				*** Account total ***		15,634.00
A101-7231-07.0.0-000 - Workers' Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			6	Workers Comp Prem 10-11	Paid	391.00
A101-7231-07.0.0-000 - Workers' Compensation				*** Account total ***		391.00
A101-7231-09.0.0-000 - Workers Compensation						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			7	Workers Comp Prem 10-11	Paid	1,535.00
A101-7231-09.0.0-000 - Workers Compensation				*** Account total ***		1,535.00
A101-7246-01.0.0-000 - Benefit Insurance						
	17436	Dental Premimum 9/10	540	Health Care Dental Trust		
			6	Cc Geller 9/10	Paid	47.73
	17437	Health Insurance 9/10	1316	CalPERS Health		
			8	CC Geller HMO Ins 9/10	Paid	532.56
A101-7246-01.0.0-000 - Benefit Insurance				*** Account total ***		580.29
A101-7246-02.0.0-000 - Benefit Insurance						
	17436	Dental Premimum 9/10	540	Health Care Dental Trust		
			1	Admin Dental 9/10	Paid	498.76
	17437	Health Insurance 9/10	1316	CalPERS Health		
			1	Admin 9/10	Paid	6,030.16
			6	Adm Fees Health 9/10	Paid	117.95
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			6	Adm Life, ADD 9/10	Inv	49.50
A101-7246-02.0.0-000 - Benefit Insurance				*** Account total ***		6,696.37
A101-7246-03.0.0-000 - Benefit Insurance						
	17436	Dental Premimum 9/10	540	Health Care Dental Trust		
			2	PW Dental 9/10	Paid	578.92
	17437	Health Insurance 9/10	1316	CalPERS Health		
			2	PW 9/10	Paid	5,105.50
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			7	PW Life, ADD 9/10	Inv	41.25
A101-7246-03.0.0-000 - Benefit Insurance				*** Account total ***		5,725.67
A101-7246-04.0.0-000 - Benefit Insurance						
	17436	Dental Premimum 9/10	540	Health Care Dental Trust		
			3	Planning Dental 9/10	Paid	223.02
	17437	Health Insurance 9/10	1316	CalPERS Health		
			3	Planning 9/10	Paid	2,449.78
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			8	Planning Life, ADD 9/10	Inv	16.50
A101-7246-04.0.0-000 - Benefit Insurance				*** Account total ***		2,689.30

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7246-06.0.0-000 - Benefit Insurance						
	17436	Dental Premimum 9/10	540	Health Care Dental Trust		
			4	Police Dept Dental 9/10	Paid	988.20
	17437	Health Insurance 9/10	1316	CalPERS Health		
			4	Police Dept 9/10	Paid	9,608.68
			5	ER Share -retired PD 9/10	Paid	189.00
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			9	PD Life, ADD 9/10	Inv	99.00
A101-7246-06.0.0-000 - Benefit Insurance				*** Account total ***		10,884.88
A101-7311-03.0.0-000 - General Supplies						
	17447	PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
			2	PW Gen Sup 7/10	Paid	362.94
A101-7311-03.0.0-000 - General Supplies				*** Account total ***		362.94
A101-7311-06.0.0-000 - General Supplies						
	17448	PD Misc Charges 7/10	2349	US Bank Corp Pymt System		
			3	PD General Supp 7/10	Paid	114.89
A101-7311-06.0.0-000 - General Supplies				*** Account total ***		114.89
A101-7312-05.0.0-000 - Office Supplies/Expense						
	17446	Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
			1	Adm Off Sup 7/10	Paid	551.76
	17491	Biz Lic Receipt Paper 7/10	2206	American Press		
			1	Biz Lic Receipt Paper 7/10	Paid	134.44
	17526	Adm Office Supplies 8/10	1804	Office Depot		
			1	Adm Office Supplies 8/10	Inv	101.67
	17527	Adm Office Supplies 8/10	1804	Office Depot		
			1	Adm Office Supplies 8/10	Inv	105.82
A101-7312-05.0.0-000 - Office Supplies/Expense				*** Account total ***		893.69
A101-7312-06.0.0-000 - Office Supplies/Expense						
	17476	PD Pepper Spray 7/10	2528	Concord Uniforms		
			1	PD Pepper Spray 7/10	Paid	18.52
	17559	PD Field Guide 8/10	2662	Interviews & Interrogations In		
			1	PD Field Guide 8/10	Inv	120.00
A101-7312-06.0.0-000 - Office Supplies/Expense				*** Account total ***		138.52
A101-7314-05.0.0-000 - Postage						
	17457	Adm Postage Added 8/11/10	2100	Neopost (add postage)		
			1	Adm Postage Added 8/11/10	Paid	300.00
	17521	Adm Postage Added 8/25/10	2100	Neopost (add postage)		
			1	Adm Postage Added 8/25/10	Paid	300.00
A101-7314-05.0.0-000 - Postage				*** Account total ***		600.00
A101-7314-06.0.0-000 - Postage						
	17448	PD Misc Charges 7/10	2349	US Bank Corp Pymt System		
			4	PD Postage 7/10	Paid	11.08
A101-7314-06.0.0-000 - Postage				*** Account total ***		11.08

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7329-03.0.0-000 - Park Supplies						
	17495	Dog Park Supplies 7/10	2436	ProPet Distributers Inc		
			1	Dog Park Supplies 7/10	Paid	488.35
A101-7329-03.0.0-000 - Park Supplies				*** Account total ***		488.35
A101-7331-05.0.0-000 - Rentals/Leases						
	17445	Adm Copier Lease + Tax 8/10	2370	Konica Minolta Bus Solutions		
			1	Adm Copier Lease 8/10	Paid	628.98
			2	Copier Use Tax 7/10	Paid	93.24
	17525	Adm Copier Lease 9/10	2370	Konica Minolta Bus Solutions		
			1	Adm Copier Lease 9/10	Inv	628.98
A101-7331-05.0.0-000 - Rentals/Leases				*** Account total ***		1,351.20
A101-7332-02.0.0-000 - Telecommunications						
	17438	Long Distance 7/10	1779	Access One		
			1	City Hall Svc 7/10	Paid	8.96
	17439	Local Phone Svc 7/10B	1243	AT&T/ CalNet 2		
			2	CH Local Phone 7/10B	Paid	211.71
	17444	Admin ISDN Line 9/10	1573	Verizon Business		
			1	Admin ISDN Line 9/10	Paid	213.82
	17451	PW & Adm Cell Phones 7/10	2110	Sprint Comm (PW & ADM)		
			2	Adm Cell Phones 7/10	Paid	103.16
	17524	CH Outside Phone Booth 9/10	2205	Pacific Telemanagement Svc		
			1	CH Outside Phone Booth 7/10	Inv	73.00
	17532	Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
			2	CH Local Phone 8/10A	Inv	168.45
A101-7332-02.0.0-000 - Telecommunications				*** Account total ***		779.10
A101-7332-03.0.0-000 - Telephone						
	17438	Long Distance 7/10	1779	Access One		
			2	PW Svc 7/10	Paid	5.66
	17451	PW & Adm Cell Phones 7/10	2110	Sprint Comm (PW & ADM)		
			1	PW Cell Phones 7/10	Paid	240.11
	17532	Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
			1	PW-Local Phone 8/10A	Inv	32.54
A101-7332-03.0.0-000 - Telephone				*** Account total ***		278.31
A101-7332-04.0.0-000 - Telephone						
	17438	Long Distance 7/10	1779	Access One		
			3	Planning Svc 7/10	Paid	9.58
	17532	Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
			3	Plng Local Phone 8/10A	Inv	40.95
A101-7332-04.0.0-000 - Telephone				*** Account total ***		50.53
A101-7332-06.0.0-000 - Telephone						
	17438	Long Distance 7/10	1779	Access One		
			5	Police Dept Svc 7/10	Paid	17.59
	17439	Local Phone Svc 7/10B	1243	AT&T/ CalNet 2		
			7	PD Local Phone 7/10B	Paid	93.40
	17448	PD Misc Charges 7/10	2349	US Bank Corp Pymt System		
			6	PD Cell Phn Battery 7/10	Paid	39.31

	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7332-06.0.0-000 - Telephone				*** Continued ***		
	17458	PD Command Trl Sat Phn 7/10	2460	Globalstar LLC		
			1	PD Command Trl Sat Phn 7/10	Paid	26.91
	17459	PD Cell Phones 7/10	1223	Sprint Comm (PD)		
			1	PD Cell Phones 7/10	Paid	444.18
	17532	Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
			7	PD Local Phone 8/10A	Inv	452.49
	17538	PD Command Trl Sat Phn 8/10	2460	Globalstar LLC		
			1	PD Command Trl Sat Phn 8/10	Inv	26.65
	17539	PD Cell Phones 8/10	1223	Sprint Comm (PD)		
			1	PD Cell Phones 8/10	Inv	301.67
A101-7332-06.0.0-000 - Telephone				*** Account total ***		1,402.20
A101-7332-07.0.0-000 - Telephone						
	17438	Long Distance 7/10	1779	Access One		
			4	Library Svc 7/10	Paid	2.58
	17439	Local Phone Svc 7/10B	1243	AT&T/ CalNet 2		
			4	Library Local Phone 7/10B	Paid	155.44
A101-7332-07.0.0-000 - Telephone				*** Account total ***		158.02
A101-7332-08.0.0-000 - Telephone						
	17532	Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
			5	Eng Local Phone 8/10A	Inv	82.87
A101-7332-08.0.0-000 - Telephone				*** Account total ***		82.87
A101-7335-03.0.0-000 - Gas & Electricity						
	17441	Service 7/10 (Small Master)	113	PG&E		
			1	City Hall Svc 7/10	Paid	2,611.40
	17442	Service 7/10	113	PG&E		
			1	PW Bldg Svc 7/10	Paid	18.06
			5	Oak St. 7/10	Paid	36.40
	17530	Service 8/10 (Master)	113	PG&E		
			1	City Hall 8/10	Inv	255.23
			3	Lydia Pump Station 8/10	Inv	135.36
			12	Westwood Pk Well 8/10	Inv	163.73
	17531	Service 8/10 (Ind)	113	PG&E		
			1	PW Bldg Svc 8/10	Inv	19.90
			5	Oak St. 8/10	Inv	27.22
A101-7335-03.0.0-000 - Gas & Electricity				*** Account total ***		3,267.30
A101-7335-07.0.0-000 - Gas & Electricity						
	17530	Service 8/10 (Master)	113	PG&E		
			4	Library 8/10	Inv	3,761.61
A101-7335-07.0.0-000 - Gas & Electricity				*** Account total ***		3,761.61
A101-7335-09.0.0-000 - Gas & Electricity						
	17530	Service 8/10 (Master)	113	PG&E		
			2	Community Restroom 8/10	Inv	136.60
A101-7335-09.0.0-000 - Gas & Electricity				*** Account total ***		136.60

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7338-03.0.0-000 - Water Services					
17430	City Water Usage 6/10	67	Contra Costa Water Dist.		
		10	No Valley Park 6/10	Paid	993.89
17434	City Water Usage 7-8/10	67	Contra Costa Water Dist.		
		10	No Valley Park 7-8/10	Paid	1,337.93
A101-7338-03.0.0-000 - Water Services			*** Account total ***		2,331.82
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance					
17443	Monthly Svc 7/10	170	Western Exterminator		
		1	City Hall Ext Svc 7/10	Paid	90.50
17541	Sprinkler Insp: CH, Lib, EH 7/	509	CR Fireline Inc		
		3	CH Sprk Insp Qtr/SA 7/10	Inv	210.00
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance			*** Account total ***		300.50
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance					
17443	Monthly Svc 7/10	170	Western Exterminator		
		2	Library Ext Svc 7/10	Paid	93.50
17541	Sprinkler Insp: CH, Lib, EH 7/	509	CR Fireline Inc		
		1	Libr Sprk Insp Otr/SA 7/10	Inv	210.00
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance			*** Account total ***		303.50
A101-7342-03.0.0-000 - Machinery/Equipment Maintenanc					
17482	PW Equip Mtn 7/10	1541	Turf Star, Inc.		
		1	PW Equip Mtn 7/10	Paid	252.35
17555	PW Equipment Rpr 7/10	62	Concord Garden Equipment		
		1	PW Equipment Rpr 7/10	Inv	1,665.67
A101-7342-03.0.0-000 - Machinery/Equipment Maintenanc			*** Account total ***		1,918.02
A101-7343-03.0.0-000 - Vehicle Maintenance					
17447	PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
		6	PW Veh Mtn 7/10	Paid	30.00
A101-7343-03.0.0-000 - Vehicle Maintenance			*** Account total ***		30.00
A101-7343-06.0.0-000 - Vehicle Maintenance					
17448	PD Misc Charges 7/10	2349	US Bank Corp Pymt System		
		5	PD Veh Mtn & Car Wsh 7/10	Paid	112.93
17480	PD Headset Repair 7/10	1531	Audio Headset Systems		
		1	PD Headset Repair 7/10	Paid	53.40
A101-7343-06.0.0-000 - Vehicle Maintenance			*** Account total ***		166.33
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies					
17447	PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
		1	PW Gas 7/10	Paid	1,276.30
A101-7344-03.0.0-000 - Vehicles: Gas, Oil & Supplies			*** Account total ***		1,276.30
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies					
17448	PD Misc Charges 7/10	2349	US Bank Corp Pymt System		
		1	PD Gas 7/10	Paid	2,886.02
A101-7344-06.0.0-000 - Vehicles: Gas, Oil & Supplies			*** Account total ***		2,886.02

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7346-03.0.0-000 - HVAC Mtn & Repairs					
17497	CH Expansion Tank 7/10	2626	Marken Mechanical Services Inc		
		1	CH Expansion Tank 7/10	Paid	983.35
A101-7346-03.0.0-000 - HVAC Mtn & Repairs			*** Account total ***		983.35
A101-7346-07.0.0-000 - HVAC Mtn & Repairs					
17447	PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
		7	Libr HVAC Timer 7/10	Paid	49.99
17546	Library HVAC Repair 8/10	2626	Marken Mechanical Services Inc		
		1	Library HVAC Repair 8/10	Inv	2,531.12
17547	Library HVAC Repair 8/10	2626	Marken Mechanical Services Inc		
		1	Library HVAC Repair 8/10	Inv	1,427.66
17548	Library HVAC Repair 8/10	2626	Marken Mechanical Services Inc		
		1	Library HVAC Repair 8/10	Inv	285.00
A101-7346-07.0.0-000 - HVAC Mtn & Repairs			*** Account total ***		4,293.77
A101-7347-03.0.0-000 - Deferred Mtn Projects					
17496	CH Tree Trimming 7/10	358	Waraner Brothers		
		1	CH Tree Trimming 7/10	Paid	2,600.00
A101-7347-03.0.0-000 - Deferred Mtn Projects			*** Account total ***		2,600.00
A101-7351-05.0.0-000 - Insurance Premiums					
17465	Special Event Insurance 7/10	70	HUB Inter of CA Ins Svc		
		1	Special Event Ins 7/10	Paid	354.32
17540	Special Event Insurance 8/10	70	HUB Inter of CA Ins Svc		
		1	Special Event Ins 8/10	Inv	100.21
A101-7351-05.0.0-000 - Insurance Premiums			*** Account total ***		454.53
A101-7372-01.0.0-000 - Conferences					
17446	Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
		2	CC League Conf 7/10	Paid	475.00
17510	Mayors Conf 9/10	43	Town of Danville		
		1	Mayors Conf 9/10	Paid	150.00
A101-7372-01.0.0-000 - Conferences			*** Account total ***		625.00
A101-7373-06.0.0-000 - Education & Training					
17448	PD Misc Charges 7/10	2349	US Bank Corp Pymt System		
		2	PD Training 7/10	Paid	435.24
17460	PD Training Cnt-Rng Use 10-11	2568	CCC Sheriff - LETC		
		1	PD Range Use Fee 10-11	Paid	350.00
17474	PD Seminar (4) 8/10	2662	Interviews & Interrogations In		
		1	PD Seminar (4) 8/10	Paid	736.00
17522	PD Training 9/10	2241	Alameda County Sheriff's Offic		
		1	PD Training 9/10	Paid	348.00
A101-7373-06.0.0-000 - Education & Training			*** Account total ***		1,869.24
A101-7384-04.0.0-000 - Legal Notices					
17487	CDD Public Hearing Not 7/31/10	1648	Bay Area News Group East Bay		
		1	CDD Public Hearing Not 7/31/10	Paid	98.20
A101-7384-04.0.0-000 - Legal Notices			*** Account total ***		98.20

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7411-08.0.0-000 - Professional Services Retainer					
	17440 Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		1	Eng Svc 7/24-8/6/10	Paid	3,477.00
		2	ABAG Haz Mit Pln 09 8/10	Paid	115.50
	17560 Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		1	Eng Svc 8/7/10-8/27/10	Inv	3,817.00
A101-7411-08.0.0-000 - Professional Services Retainer			*** Account total ***		7,409.50
A101-7412-08.0.0-000 - Engineering/Inspection Service					
	17544 Refund EP 2895 8/10	2681	Marlene Eastman		
		2	EP 2895 8/10	Inv	-62.25
	17560 Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		3	Minor, EP #9237	Inv	62.25
A101-7412-08.0.0-000 - Engineering/Inspection Service			*** Account total ***		.00
A101-7415-02.0.0-000 - Computer Services					
	17446 Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
		3	Adm Comp Fix 7/10	Paid	112.13
A101-7415-02.0.0-000 - Computer Services			*** Account total ***		112.13
A101-7417-03.0.0-000 - Janitorial Service					
	17452 Janitorial Services for 8/10	468	J & R Floor Services		
		3	City Hall 8/10	Paid	449.98
	17523 Janitorial Services for 8/10	468	J & R Floor Services		
		3	City Hall 8/10	Inv	449.97
A101-7417-03.0.0-000 - Janitorial Service			*** Account total ***		899.95
A101-7417-06.0.0-000 - Janitorial Service					
	17452 Janitorial Services for 8/10	468	J & R Floor Services		
		5	PD 8/10	Paid	225.00
	17523 Janitorial Services for 8/10	468	J & R Floor Services		
		5	PD 8/10	Inv	225.00
A101-7417-06.0.0-000 - Janitorial Service			*** Account total ***		450.00
A101-7417-07.0.0-000 - Janitorial Service					
	17452 Janitorial Services for 8/10	468	J & R Floor Services		
		2	Library 8/10	Paid	2,175.00
	17523 Janitorial Services for 8/10	468	J & R Floor Services		
		2	Library 8/10	Inv	2,175.00
	17536 Janitorial Supplies 8/10	84	Hammons Supply Company		
		1	Library Janitorial Supp 8/10	Inv	539.00
A101-7417-07.0.0-000 - Janitorial Service			*** Account total ***		4,889.00
A101-7417-09.0.0-000 - Janitorial Service					
	17452 Janitorial Services for 8/10	468	J & R Floor Services		
		1	Comm Pk Svc 8/10	Paid	1,000.00
	17523 Janitorial Services for 8/10	468	J & R Floor Services		
		1	Comm Pk Svc 8/10	Inv	1,000.00
A101-7417-09.0.0-000 - Janitorial Service			*** Account total ***		2,000.00

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A101-7419-01.0.0-000 - Other Professional Services					
	17467 Video City Council Mtg 8/3/10	1467	LarryLogic Productions		
		1	Video CC Mtg 8/3/10	Paid	292.50
A101-7419-01.0.0-000 - Other Professional Services			*** Account total ***		292.50
A101-7419-02.0.0-000 - Other Professional Services					
	17534 Assessment Rolls 7/10	1338	CCC Information Technology		
		1	Assessment Roll 7/10	Inv	57.42
A101-7419-02.0.0-000 - Other Professional Services			*** Account total ***		57.42
A101-7419-05.0.0-000 - Other Professional Services					
	17449 FSA Acct Admin 7/10	2500	Employee Benefit Specialists,		
		1	FSA Acct Admin 7/10	Paid	100.00
	17450 CFD 90-1 Debt Svc 9/10	1404	US Bank Trust National Assoc		
		3	WT Fee 9/2/10	Paid	25.00
	17473 Two Tier Valuation Fee 8/10	2063	CalPERS Actuarial		
		1	Two Tier Valuation Fee 8/10	Paid	400.00
A101-7419-05.0.0-000 - Other Professional Services			*** Account total ***		525.00
A101-7419-06.0.0-000 - Other Professional Services					
	17456 PD Haz Mat Disposal 7/10	2507	Stericycle Inc		
		1	PD Haz Mat Disp 7/10	Paid	165.84
A101-7419-06.0.0-000 - Other Professional Services			*** Account total ***		165.84
A101-7419-09.0.0-000 - Other Professional Services					
	17443 Monthly Svc 7/10	170	Western Exterminator		
		3	Park-Ext Svc 7/10	Paid	40.50
A101-7419-09.0.0-000 - Other Professional Services			*** Account total ***		40.50
A101-7424-06.0.0-000 - Dispatch Services					
	17463 PD Dispatch Svcs 8/10	42	City of Concord		
		1	PD Dispatch Svcs 8/10	Paid	13,173.00
A101-7424-06.0.0-000 - Dispatch Services			*** Account total ***		13,173.00
A101-7426-06.0.0-000 - Jail Booking Fee					
	17462 Booking Fees 7/10	416	CCC Auditor-Controller		
		1	Booking Fees 7/10	Paid	49.00
A101-7426-06.0.0-000 - Jail Booking Fee			*** Account total ***		49.00
A101-7427-06.0.0-000 - CAL ID					
	17477 PD CAL-ID 10-11	562	CCC Treasurer/ Sheriff-Coroner		
		1	PD CAL-ID 10-11	Paid	10,117.00
A101-7427-06.0.0-000 - CAL ID			*** Account total ***		10,117.00
A201-7231-00.0.0-000 - Worker's Compensation Ins					
	17472 Workers Comp Prem 10-11	65	Municipal Pooling Authority		
		9	Workers Comp Prem 10-11	Paid	614.00
A201-7231-00.0.0-000 - Worker's Compensation Ins			*** Account total ***		614.00
A201-7327-00.0.0-000 - Street Maintenance Supplies					
	17549 PW Supplies 8/10	17	Bay Area Barricade Serv.		
		1	PW Supplies 8/10	Inv	201.79

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A201-7327-00.0.0-000 - Street Maintenance Supplies				*** Continued ***		
	17550	PW Street Signs 8/10	17	Bay Area Barricade Serv.		
			1	PW Street Signs 8/10	Inv	273.13
	17551	PW Street Paint Supp 8/10	17	Bay Area Barricade Serv.		
			1	PW Street Paint Supp 8/10	Inv	4,429.00
A201-7327-00.0.0-000 - Street Maintenance Supplies				*** Account total ***		4,903.92
A201-7335-00.0.0-000 - Gas & Electricity						
	17441	Service 7/10 (Small Master)	113	PG&E		
			5	Traffic Sgn & St Lt 7/10	Paid	182.46
	17530	Service 8/10 (Master)	113	PG&E		
			9	Traffic Signals 8/10	Inv	439.34
			10	Street Lights-Arterial 8/10	Inv	2,763.88
	17533	Svc: Irrig & Signal 8/10	113	PG&E		
			2	Clayton Traffic Sgn 8/10	Inv	24.84
A201-7335-00.0.0-000 - Gas & Electricity				*** Account total ***		3,410.52
A201-7345-00.0.0-000 - Traffic Signal Maintenance						
	17537	Traffic Signal Maintenance 7/1	234	CCC General Services		
			1	Traffic Signal Mtn 7/10	Inv	2,180.88
A201-7345-00.0.0-000 - Traffic Signal Maintenance				*** Account total ***		2,180.88
A210-7231-00.0.0-000 - Worker's Comp Insurance						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			8	Workers Comp Prem 10-11	Paid	5,627.00
A210-7231-00.0.0-000 - Worker's Comp Insurance				*** Account total ***		5,627.00
A210-7311-00.0.0-000 - General Supplies						
	17447	PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
			4	PW Gen Supp 7/10	Paid	342.23
	17486	New parts for fountains 7/10	2664	Playgrounds By Design, Inc		
			2	New parts for fountains 7/10	Paid	798.22
	17552	PW Misc Supplies 8/10	17	Bay Area Barricade Serv.		
			1	PW Misc Supplies 8/10	Inv	142.90
	17553	PW Landscape Supp 7/10	2070	John Deere Landscapes Inc		
			1	PW Landscape Supp 7/10	Inv	14.33
	17554	PW Landscape Supp 8/10	2070	John Deere Landscapes Inc		
			1	PW Landscape Supp 8/10	Inv	19.37
A210-7311-00.0.0-000 - General Supplies				*** Account total ***		1,317.05
A210-7335-00.0.0-000 - Gas & Electricity						
	17441	Service 7/10 (Small Master)	113	PG&E		
			2	Clock Service 7/10	Paid	72.54
			3	Outdoor Lt Service 7/10	Paid	93.49
			4	Irrigation Service 7/10	Paid	382.97
	17442	Service 7/10	113	PG&E		
			4	Irrigation Svc 7/10	Paid	145.00
	17530	Service 8/10 (Master)	113	PG&E		
			5	Monument Lights 8/10	Inv	231.59
			6	Oakhurst Pump (Fountain) 8/10	Inv	1,300.95
			7	Outdoor Lights 8/10	Inv	13.64
			8	Sprinkler Cont/Lndscp 8/10	Inv	117.32

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A210-7335-00.0.0-000 - Gas & Electricity			*** Continued ***		
	17533 Svc: Irrig & Signal 8/10	113	PG&E		
		1	OH Irrigation 8/10	Inv	488.32
A210-7335-00.0.0-000 - Gas & Electricity			*** Account total ***		2,845.82
A210-7338-00.0.0-000 - Water Services					
	17430 City Water Usage 6/10	67	Contra Costa Water Dist.		
		9	No Vally Park 6/10	Paid	248.47
		11	City Irrigation 6/10	Paid	11,592.60
	17434 City Water Usage 7-8/10	67	Contra Costa Water Dist.		
		9	No Vally Park 7-8/10	Paid	334.48
		11	City Irrigation 7-8/10	Paid	15,605.41
A210-7338-00.0.0-000 - Water Services			*** Account total ***		27,780.96
A210-7342-00.0.0-000 - Machinery/Equip Maintenance					
	17484 PW Equip Maint 7/10	1756	Contra Costa Tractor Mobile Sv		
		1	PW Equip Maint 7/10	Paid	615.48
	17555 PW Equipment Rpr 7/10	62	Concord Garden Equipment		
		2	PW Equipment Rpr 7/10	Inv	1,875.98
A210-7342-00.0.0-000 - Machinery/Equip Maintenance			*** Account total ***		2,491.46
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies					
	17447 PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
		3	PW Landscape Fuel 7/10	Paid	778.87
A210-7344-00.0.0-000 - Vehicle Gas, Oil, and Supplies			*** Account total ***		778.87
A210-7419-00.0.0-000 - Other Professional Services					
	17466 OH Waterfall Mtn 8/10	2266	Rock N Waterfall Co		
		1	OH Waterfall Mtn 8/10	Paid	650.00
A210-7419-00.0.0-000 - Other Professional Services			*** Account total ***		650.00
A210-7425-00.0.0-005 - Brick in median Oakhurst (70k)					
	17483 Brick In Median Proj 7/10	2070	John Deere Landscapes Inc		
		1	Brick In Median Proj 7/10	Paid	316.62
A210-7425-00.0.0-005 - Brick in median Oakhurst (70k)			*** Account total ***		316.62
A211-7231-00.0.0-000 - Worker's Comp Insurance					
	17472 Workers Comp Prem 10-11	65	Municipal Pooling Authority		
		13	Workers Comp Prem 10-11	Paid	1,007.00
A211-7231-00.0.0-000 - Worker's Comp Insurance			*** Account total ***		1,007.00
A211-7310-00.0.0-000 - Supplies and Equipment					
	17486 New parts for fountains 7/10	2664	Playgrounds By Design, Inc		
		1	New parts for fountains 7/10	Paid	1,200.00
A211-7310-00.0.0-000 - Supplies and Equipment			*** Account total ***		1,200.00
A211-7335-00.0.0-000 - Gas & Electricity					
	17442 Service 7/10	113	PG&E		
		3	Grove Park Svc 7/10	Paid	77.17
A211-7335-00.0.0-000 - Gas & Electricity			*** Account total ***		77.17

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A211-7417-00.0.0-000 - Janitorial Services					
17452	Janitorial Services for 8/10	468	J & R Floor Services		
		6	Grove Park Janitorial 8/10	Paid	1,000.00
17523	Janitorial Services for 8/10	468	J & R Floor Services		
		6	Grove Park Janitorial 8/10	Inv	1,000.00
A211-7417-00.0.0-000 - Janitorial Services			*** Account total ***		2,000.00
A211-7419-00.0.0-000 - Other Professional Services					
17545	Grove Sound System Rpr 8/10	2417	AVI-SPL Integrated Solutions		
		1	Grove Sound System Rpr 8/10	Inv	350.00
A211-7419-00.0.0-000 - Other Professional Services			*** Account total ***		350.00
A211-7485-00.0.0-000 - Capital Equipment					
17478	Grove Play Equip Rpr 7/10	2416	NSP3		
		1	Grove Play Equip Rpr 7/10	Paid	1,367.04
A211-7485-00.0.0-000 - Capital Equipment			*** Account total ***		1,367.04
A212-7413-00.0.0-000 - Legal Services					
17454	GHAD Legal Fees 7/10	159	Turner, Huguet & Adams		
		2	GHAD Legal Fees 7/10	Paid	185.00
A212-7413-00.0.0-000 - Legal Services			*** Account total ***		185.00
A214-7335-00.0.0-000 - Gas & Electricity					
17530	Service 8/10 (Master)	113	PG&E		
		11	Street Lights-Res 8/10	Inv	8,291.63
A214-7335-00.0.0-000 - Gas & Electricity			*** Account total ***		8,291.63
A216-7231-00.0.0-000 - Worker's Comp Insurance					
17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
		10	Workers Comp Prem 10-11	Paid	669.00
A216-7231-00.0.0-000 - Worker's Comp Insurance			*** Account total ***		669.00
A216-7409-00.0.0-000 - Street Sweeping					
17453	Street Sweeping 7/10	1459	Clean Street		
		1	Street Sweeping 7/10	Paid	3,500.00
17535	Street Sweeping 8/10	1459	Clean Street		
		1	Street Sweeping 8/10	Inv	3,500.00
A216-7409-00.0.0-000 - Street Sweeping			*** Account total ***		7,000.00
A216-7412-00.0.0-000 - Engineering/Inspection Service					
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		4	SW Insp #9233	Inv	45.75
A216-7412-00.0.0-000 - Engineering/Inspection Service			*** Account total ***		45.75
A216-7520-00.0.0-009 - Grenache O.S.Stormdrain					
17432	Grenache OS Pipe Rpr 2/10	2107	WK McLellan Co		
		1	Grenache OS Pipe Rpr 2/10	Paid	5,019.14
17433	Grenache OS Pipe Rpr 5/10	2107	WK McLellan Co		
		1	`Grenache OS Pipe Rpr 5/10	Paid	2,310.00
A216-7520-00.0.0-009 - Grenache O.S.Stormdrain			*** Account total ***		7,329.14

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A222-7613-00.0.0-000 - Paying Agent Fee						
	17557	Lydia Ln Swr AD Agt Fees 8/10	1980	Wells Fargo Bank -WF8113		
			1	Lydia Ln Swr AD Agt Fees 8/10	Inv	500.00
A222-7613-00.0.0-000 - Paying Agent Fee				*** Account total ***		500.00
A230-7218-00.0.0-000 - LTD Insurance-COPS						
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			5	PD Grant LTD 9/10	Inv	28.60
A230-7218-00.0.0-000 - LTD Insurance-COPS				*** Account total ***		28.60
A230-7220-00.0.0-813 - PERS Retirement-COPS						
	17435	Retirement PPE 8/8/10	201	CalPERS		
			6	PD Grant 8/8/10	Paid	892.46
	17528	Retirement PPE 8/22/10	201	CalPERS		
			6	PD Grant 8/22/10	Inv	889.17
A230-7220-00.0.0-813 - PERS Retirement-COPS				*** Account total ***		1,781.63
A230-7231-00.0.0-000 - Worker's Comp Insurance						
	17472	Workers Comp Prem 10-11	65	Municipal Pooling Authority		
			11	Workers Comp Prem 10-11	Paid	1,455.00
A230-7231-00.0.0-000 - Worker's Comp Insurance				*** Account total ***		1,455.00
A230-7246-00.0.0-000 - Benefit Insurance						
	17436	Dental Premimum 9/10	540	Health Care Dental Trust		
			5	PD Grant Dental 9/10	Paid	132.88
	17437	Health Insurance 9/10	1316	CalPERS Health		
			7	PD Grants 9/10	Paid	1,384.66
	17529	LTD, Life & ADD 9/10	65	Municipal Pooling Authority		
			10	PD Grant Life, ADD 9/10	Inv	8.25
A230-7246-00.0.0-000 - Benefit Insurance				*** Account total ***		1,525.79
A230-7485-00.0.0-000 - Capital Equipment-Cleep Grant						
	17464	PD Router Maintenance 8/10	42	City of Concord		
			1	PD Router Maint 8/10	Paid	112.00
	17532	Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
			8	PD Secure Line 8/10A	Inv	496.68
A230-7485-00.0.0-000 - Capital Equipment-Cleep Grant				*** Account total ***		608.68
A301-7413-00.0.0-000 - Legal Services						
	17485	RDA Legal Svc 8/10	79	Goldfarb & Lipman		
			1	RDA Legal Svc 8/10	Paid	514.50
A301-7413-00.0.0-000 - Legal Services				*** Account total ***		514.50
A301-7419-00.0.0-000 - Other Professional Services						
	17493	RDA Fiscal Imp CAP Anly 8/10	2429	Seifel Consulting Inc.		
			1	RDA Fiscal Imp CAP Anly 8/10	Paid	2,508.69
A301-7419-00.0.0-000 - Other Professional Services				*** Account total ***		2,508.69
A302-7389-00.0.0-000 - Misc Expense						
	17446	Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
			4	LMI For Sale Sign 7/10	Paid	79.09
A302-7389-00.0.0-000 - Misc Expense				*** Account total ***		79.09

Account	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A302-7413-00.0.0-000 - Legal Services						
	17455	LMI Legal Fees 7/10	159	Turner, Huguet & Adams		
			1	RDA LMI Legal Fees 7/10	Paid	240.50
A302-7413-00.0.0-000 - Legal Services				*** Account total ***		240.50
A302-7419-00.0.0-000 - Other Professional Services						
	17479	Hsg Elem Updt Retention 7/10	1156	PMC		
			1	Hsg Elem Updt Retention 7/10	Paid	6,574.20
A302-7419-00.0.0-000 - Other Professional Services				*** Account total ***		6,574.20
A302-7520-00.0.0-003 - 208 Stranahan L/M House(Chang)						
	17442	Service 7/10	113	PG&E		
			6	LMI 208 Stran 7/10	Paid	1.82
	17446	Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
			5	CDD For Sale Sign 7/10	Paid	27.35
	17488	LMI 208 Stran Carpet Clean 8/1	2618	Sunshine Carpet & Tile Clnrs		
			1	LMI 208 Stran Crpt Clean 8/10	Paid	250.00
	17490	LMI 208 Stran Clean 8/10	2663	The Maids Home Svcs		
			1	LMI 208 Stran Clean 8/10	Paid	325.00
	17494	278 & 208 Stran Yrd Mtn 7/10	2188	Pargett Landscape & Lghtg		
			2	208 Stran Yrd Mtn 7/10	Paid	25.00
A302-7520-00.0.0-003 - 208 Stranahan L/M House(Chang)				*** Account total ***		629.17
A302-7520-00.0.0-009 - 278 Stranahan Cir LMI House						
	17442	Service 7/10	113	PG&E		
			7	LMI 278 Stran 7/10	Paid	3.76
	17446	Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
			6	CDD For Sale Sign 7/10	Paid	27.36
	17468	LMI Stranahan Cleaning 8/10	2663	The Maids Home Svcs		
			1	LMI Stranahan Cleaning 8/10	Paid	225.00
	17494	278 & 208 Stran Yrd Mtn 7/10	2188	Pargett Landscape & Lghtg		
			1	278 Stran Yrd Mtn 7/10	Paid	90.00
A302-7520-00.0.0-009 - 278 Stranahan Cir LMI House				*** Account total ***		346.12
A303-7520-00.0.0-117 - Pavement Rehab 2010-11(10409)						
	17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
			3	Eng Svc #9231	Paid	3,917.50
	17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
			2	Eng Svc #9242	Inv	3,899.94
A303-7520-00.0.0-117 - Pavement Rehab 2010-11(10409)				*** Account total ***		7,817.44
A303-7520-00.0.0-118 - 2010 Old MarshCreek Rd Overlay						
	17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
			4	Eng Svc #9229	Paid	4,991.13
A303-7520-00.0.0-118 - 2010 Old MarshCreek Rd Overlay				*** Account total ***		4,991.13
A401-7419-00.0.0-000 - Other Professional Services						
	17461	Arbitrage Svc 8/10	960	NBS Govt. Finance Group		
			1	Arbitrage Svc 8/10	Paid	1,200.00
A401-7419-00.0.0-000 - Other Professional Services				*** Account total ***		1,200.00

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A420-7611-00.0.0-000 - Principal Payment					
	17450 CFD 90-1 Debt Svc 9/10	1404	US Bank Trust National Assoc		
		1	CFD 90-1 Debt Svc 9/10	Paid	230,000.00
A420-7611-00.0.0-000 - Principal Payment			*** Account total ***		230,000.00
A420-7612-00.0.0-000 - Interest Payment					
	17450 CFD 90-1 Debt Svc 9/10	1404	US Bank Trust National Assoc		
		2	CFD 90-1 Debt Svc 9/10	Paid	145,049.44
A420-7612-00.0.0-000 - Interest Payment			*** Account total ***		145,049.44
A421-7611-00.0.0-000 - Principal Payment					
	17429 CFD 90-2 Debt Service 9/10	1537	City National Bank		
		1	CFD 90-2 Debt Service 9/10	Paid	89,000.00
A421-7611-00.0.0-000 - Principal Payment			*** Account total ***		89,000.00
A421-7612-00.0.0-000 - Interest Payment					
	17429 CFD 90-2 Debt Service 9/10	1537	City National Bank		
		2	CFD 90-2 Debt Service 9/10	Paid	18,467.00
A421-7612-00.0.0-000 - Interest Payment			*** Account total ***		18,467.00
A501-7413-00.0.0-000 - Legal Services					
	17475 MPA Dispute 7/10	2469	Michel & Fackler APC		
		1	MPA Dispute 7/10	Paid	884.33
	17492 Lgl Svc YMCA Bankruptcy 8/10	2642	Katzen & Schuricht		
		1	Lgl Svc YMCA Bankruptcy 8/10	Paid	200.00
A501-7413-00.0.0-000 - Legal Services			*** Account total ***		1,084.33
A601-2730-00.0.0-006 - Library Room Rental Deposit					
	17517 Refund Libr Dep 8/29/07	2665	Connors Capital Inc		
		1	Refund Libr Dep 8/29/07	Paid	200.00
	17518 Refund Libr Dep 3/19/08	933	Mt. Diablo Soccer Assoc.		
		1	Refund Libr Dep 3/19/08	Paid	210.00
	17519 Refund CH Conf Rm 4/26/10	882	Westwood Property Owners Assn.		
		1	Refund CH Conf Rm 4/26/10	Paid	100.00
	17520 Refund Libr Dep 12/10/07	2121	Clayton Pioneer		
		1	Refund Libr Dep 12/10/07	Paid	200.00
A601-2730-00.0.0-006 - Library Room Rental Deposit			*** Account total ***		710.00
A601-2731-00.0.0-582 - M. Eastman EP2895 Cash Bond					
	17544 Refund EP 2895 8/10	2681	Marlene Eastman		
		1	Refund EP 2895 8/10	Inv	500.00
A601-2731-00.0.0-582 - M. Eastman EP2895 Cash Bond			*** Account total ***		500.00
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP					
	17560 Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		5	Eng Svc #9234	Inv	186.75
A601-2740-00.0.0-096 - Cost Recov Dep PG&E Minor EP			*** Account total ***		186.75
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP					
	17560 Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		6	Eng Svc #9236	Inv	249.00
A601-2740-00.0.0-097 - Cost Recov Dep - CCWD Minor EP			*** Account total ***		249.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2740-00.0.0-107 - Oh Rec AT&T EP					
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		7	Eng Svc #9235	Inv	83.00
A601-2740-00.0.0-107 - Oh Rec AT&T EP			*** Account total ***		83.00
A601-2740-00.0.0-139 - Community Svc Reimbursement					
17431	Comm Reimb CR 10-11376 6/10	383	Roto- Rooter Sewer-Drain Servi		
		1	Comm Reimb CR 10-11376 6/10	Paid	594.00
A601-2740-00.0.0-139 - Community Svc Reimbursement			*** Account total ***		594.00
A601-2740-00.0.0-180 - Skipolini's Use Permit UP03-04					
17542	Refund Use Permit 03-04 9/10	2682	Skipolini's Pizza Garden		
		1	Refund Use Permit 03-04 9/10	Inv	1,092.96
A601-2740-00.0.0-180 - Skipolini's Use Permit UP03-04			*** Account total ***		1,092.96
A601-2740-00.0.0-565 - Crosno Const-CCWD Drain Dep					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		5	Eng Svc #9225	Paid	-62.67
A601-2740-00.0.0-565 - Crosno Const-CCWD Drain Dep			*** Account total ***		-62.67
A601-2740-00.0.0-566 - Creekside Terrace Planning Svc					
17489	Creekside Terr IES 7/10	2010	Raney Planning & Management, I		
		2	Creekside Terr IES 7/10	Paid	3,839.94
A601-2740-00.0.0-566 - Creekside Terrace Planning Svc			*** Account total ***		3,839.94
A601-2740-00.0.0-574 - T-Mobile UP 01-10					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		6	Eng Svc #9232	Paid	337.50
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		8	Eng Svc #9243	Inv	151.25
A601-2740-00.0.0-574 - T-Mobile UP 01-10			*** Account total ***		488.75
A601-2741-00.0.0-523 - CCChurch EIR					
17558	Clytn Comm Church EIR 8/10	2680	LSA Associates Inc		
		1	Clytn Comm Church EIR 8/10	Inv	5,979.41
A601-2741-00.0.0-523 - CCChurch EIR			*** Account total ***		5,979.41
A601-2741-00.0.0-574 - T-Mobile UP 02-10					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		7	Eng Svc #9232	Paid	337.50
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		9	Eng Svc #9243	Inv	151.25
A601-2741-00.0.0-574 - T-Mobile UP 02-10			*** Account total ***		488.75
A601-2742-00.0.0-566 - Creekside Terrace Raney Consul					
17489	Creekside Terr IES 7/10	2010	Raney Planning & Management, I		
		1	Creekside Terr IES 7/10	Paid	3,360.16
A601-2742-00.0.0-566 - Creekside Terrace Raney Consul			*** Account total ***		3,360.16
A601-2743-00.0.0-085 - St Bonaventure-Traffic Sig Mtn					
17537	Traffic Signal Maintenance 7/1	234	CCC General Services		
		2	St Bona Traff Sgn 7/10	Inv	242.32
A601-2743-00.0.0-085 - St Bonaventure-Traffic Sig Mtn			*** Account total ***		242.32

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2744-00.0.0-359 - Fjellbo & Son Constr SW 06-03					
17501	Refund MSWP #06-03 Dep 8/10	2675	Fjellbo & Son Const Inc		
		1	Refund MSWP #06-03 Dep 8/10	Paid	500.00
A601-2744-00.0.0-359 - Fjellbo & Son Constr SW 06-03			*** Account total ***		500.00
A601-2744-00.0.0-364 - Stuart Symonds SW permit 06-05					
17500	Refund MSWP #06-05 Dep 8/10	2676	Stuart Symonds		
		1	Refund MSWP #06-05 Dep 8/10	Paid	500.00
A601-2744-00.0.0-364 - Stuart Symonds SW permit 06-05			*** Account total ***		500.00
A601-2744-00.0.0-367 - Marshall Keizer SWPermit06-08					
17498	Refund MSWP 09-11 8/10	2678	Christine & Michael Banducci		
		1	Rfnd MSWP 09-11 Dep 8/10	Paid	500.00
A601-2744-00.0.0-367 - Marshall Keizer SWPermit06-08			*** Account total ***		500.00
A601-2744-00.0.0-382 - Andrew Easton minSWPermit07-03					
17502	Refund MSWP #07-03 Dep 8/10	2674	Andrew C Easton		
		1	Refund MSWP #07-03 Dep 8/10	Paid	500.00
A601-2744-00.0.0-382 - Andrew Easton minSWPermit07-03			*** Account total ***		500.00
A601-2744-00.0.0-390 - Tomaszenski SW MinPermit 07-04					
17503	Refund MSWP #07-04 Dep 8/10	2673	Mirek Tomaszewski's Hdwd Flrs		
		1	Refund MSWP 07-04 Dep 8/10	Paid	500.00
A601-2744-00.0.0-390 - Tomaszenski SW MinPermit 07-04			*** Account total ***		500.00
A601-2744-00.0.0-409 - Gonsalves SW Permit 07-12					
17504	Refund MSWP 07-12 Dep 8/10	2672	David Gonsalves Corp		
		1	Refund MSWP 07-12 Dep 8/10	Paid	500.00
A601-2744-00.0.0-409 - Gonsalves SW Permit 07-12			*** Account total ***		500.00
A601-2744-00.0.0-448 - Harden Minor SW Permit 07-17					
17505	Refund MSWP 07-17 Dep 8/10	2671	Fred Harden		
		1	Refund MSWP 07-17 Dep 8/10	Paid	500.00
A601-2744-00.0.0-448 - Harden Minor SW Permit 07-17			*** Account total ***		500.00
A601-2744-00.0.0-462 - Morgan Aluminum MSWPermit07-21					
17512	Refund MSWP 07-21 Dep 8/10	2665	Connors Capital Inc		
		1	Refund MSWP 07-21 Dep 8/10	Paid	500.00
17556	Refund MSWP 07-21 8/10	2382	Morgan Aluminum Products		
		1	Refund MSWP 07-21 8/10	Inv	500.00
A601-2744-00.0.0-462 - Morgan Aluminum MSWPermit07-21			*** Account total ***		1,000.00
A601-2744-00.0.0-468 - Barsell Constr Minor SWP 08-01					
17511	Refund MSWP 08-01 Dep 8/10	2666	Barsell Construction		
		1	Refund MSWP 08-01 Dep 8/10	Paid	500.00
A601-2744-00.0.0-468 - Barsell Constr Minor SWP 08-01			*** Account total ***		500.00
A601-2744-00.0.0-471 - S&B Constr Minor SWP 08-03					
17509	Refund MSWP 08-03 Dep 8/10	2667	S & B Construction		
		1	Refund MSWP 08-03 Dep 8/10	Paid	500.00
A601-2744-00.0.0-471 - S&B Constr Minor SWP 08-03			*** Account total ***		500.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2744-00.0.0-493 - 3D Remodeling SWP 08-08					
17507	Refund MSWP 08-08 Dep 8/10	2669	3D Remodeling Inc		
		1	Refund MSWP 08-08 Dep 8/10	Paid	500.00
A601-2744-00.0.0-493 - 3D Remodeling SWP 08-08			*** Account total ***		500.00
A601-2744-00.0.0-494 - R&J Pizza (L Caesar) SWP 08-07					
17506	Refund MSWP 08-07 Dep 8/10	2670	R & J Pizza Inc		
		2	Refund MSWP 08-07 Dep 8/10	Paid	458.50
A601-2744-00.0.0-494 - R&J Pizza (L Caesar) SWP 08-07			*** Account total ***		458.50
A601-2744-00.0.0-516 - Guttry SWP 21-09					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		11	Eng Svc #9226	Paid	20.75
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		14	Eng Svc #9239	Inv	62.25
A601-2744-00.0.0-516 - Guttry SWP 21-09			*** Account total ***		83.00
A601-2744-00.0.0-518 - Weisendanger SWP					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		12	Eng Svc #9226	Paid	20.75
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		15	Eng Svc #9239	Inv	62.25
A601-2744-00.0.0-518 - Weisendanger SWP			*** Account total ***		83.00
A601-2744-00.0.0-519 - Arktegraf Inc Minor SWP 08-13					
17508	Refund MSWP 08-13 Dep 8/10	2668	Arktegraf Inc		
		1	Refund MSWP # Dep 8/10	Paid	500.00
A601-2744-00.0.0-519 - Arktegraf Inc Minor SWP 08-13			*** Account total ***		500.00
A601-2744-00.0.0-530 - Tooley Minor SWP 09-02					
17499	Refund MSWP #09-02 Dep 8/10	2677	Norman & Darlene Tooley		
		1	Refund MSWP #09-02 Dep 8/10	Paid	500.00
A601-2744-00.0.0-530 - Tooley Minor SWP 09-02			*** Account total ***		500.00
A601-2744-00.0.0-537 - Steven Woerner SWP 28-08					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		13	Eng Svc #9226	Paid	41.50
17516	Refund SWP 28-08 Dep 8/10	872	Steven & Genevieve Woerner		
		1	Refund SWP 28-08 Dep 8/10	Paid	1,294.50
A601-2744-00.0.0-537 - Steven Woerner SWP 28-08			*** Account total ***		1,336.00
A601-2744-00.0.0-541 - Komgold Oak Ctr Minor SWP09-06					
17514	Refund MSWP 09-06 Dep 8/10	2679	Komgold Oak Ctr LLC		
		1	Refund MSWP 09-06 Dep 8/10	Paid	500.00
A601-2744-00.0.0-541 - Komgold Oak Ctr Minor SWP09-06			*** Account total ***		500.00
A601-2744-00.0.0-569 - Omeara SWP 01-10					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		14	Eng Svc #9226	Paid	20.75
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		16	Eng Svc #9239	Inv	62.25
A601-2744-00.0.0-569 - Omeara SWP 01-10			*** Account total ***		83.00

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A601-2744-00.0.0-571 - Michael Townsend Min SWP10-04					
17513	Refund MSWP 10-04 Dep 8/10	2644	Chrissy Townsend		
		1	Refund MSWP 10-04 Dep 8/10	Paid	500.00
A601-2744-00.0.0-571 - Michael Townsend Min SWP10-04			*** Account total ***		500.00
A601-2744-00.0.0-577 - Gerald Mole SWP 07-10					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		15	Eng Svc #9226	Paid	20.75
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		17	Eng Svc #9239	Inv	62.25
A601-2744-00.0.0-577 - Gerald Mole SWP 07-10			*** Account total ***		83.00
A601-2744-00.0.0-580 - Majestic Pool SWP 06-10 Dep					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		16	Eng Svc #9226	Paid	20.75
17515	Refund SWP 06-10 Dep 8/10	1348	Majestic Pools		
		1	Refund SWP 06-10 Dep 8/10	Paid	1,834.00
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		18	Eng Svc #9239	Inv	62.25
A601-2744-00.0.0-580 - Majestic Pool SWP 06-10 Dep			*** Account total ***		1,917.00
A601-2744-00.0.0-588 - R Valasquez SWP 09-10					
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		19	Eng Svc #9239	Inv	41.50
A601-2744-00.0.0-588 - R Valasquez SWP 09-10			*** Account total ***		41.50
A601-2746-00.0.0-129 - Diablo Pt Grading Inspections					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		8	Eng Svc #9228	Paid	331.00
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		10	Eng Svc #9233	Inv	122.00
		11	Eng Svc #9240	Inv	812.89
A601-2746-00.0.0-129 - Diablo Pt Grading Inspections			*** Account total ***		1,265.89
A601-2747-00.0.0-129 - Diablo Point LLA #8, 9, 11,12					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		9	Eng Svc #9230	Paid	150.00
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		12	Eng Svc #9241	Inv	519.75
A601-2747-00.0.0-129 - Diablo Point LLA #8, 9, 11,12			*** Account total ***		669.75
A601-2748-00.0.0-129 - Diablo Point LLA #13, 14 & 15					
17440	Eng Svc 7/24-8/6/10	116	PERMCO, Inc.		
		10	Eng Svc #9230	Paid	150.00
17560	Eng Svc 8/7/10-8/27/10	116	PERMCO, Inc.		
		13	Eng Svc #9241	Inv	519.75
A601-2748-00.0.0-129 - Diablo Point LLA #13, 14 & 15			*** Account total ***		669.75
A601-2750-00.0.0-000 - Community Gym Donations					
17446	Adm: Misc Chg 7/10	2349	US Bank Corp Pymt System		
		7	Gym Equip 7/10	Paid	473.99
A601-2750-00.0.0-000 - Community Gym Donations			*** Account total ***		473.99

Account	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits					
	17543 Refund EH Dep less fees 8/21/1	2683	Hallina Pohyar		
		1	Refund EH Dep less fee 8/21/10	Inv	500.00
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits			*** Account total ***		500.00
A702-5607-00.0.0-000 - Revenue					
	17543 Refund EH Dep less fees 8/21/1	2683	Hallina Pohyar		
		2	EH Dep less fees 8/21/10	Inv	-180.00
A702-5607-00.0.0-000 - Revenue			*** Account total ***		-180.00
A702-7231-00.0.0-000 - Worker's Comp Insurance					
	17472 Workers Comp Prem 10-11	65	Municipal Pooling Authority		
		12	Workers Comp Prem 10-11	Paid	201.00
A702-7231-00.0.0-000 - Worker's Comp Insurance			*** Account total ***		201.00
A702-7311-00.0.0-000 - General Supplies					
	17447 PW Misc Charges 7/10	2349	US Bank Corp Pymt System		
		5	EH Flowers 7/10	Paid	117.74
A702-7311-00.0.0-000 - General Supplies			*** Account total ***		117.74
A702-7332-00.0.0-000 - Telephone					
	17532 Local Phone Svc 8/10A	1243	AT&T/ CalNet 2		
		6	EH Local Phone 8/10A	Inv	58.90
A702-7332-00.0.0-000 - Telephone			*** Account total ***		58.90
A702-7335-00.0.0-000 - Gas & Electricity					
	17442 Service 7/10	113	PG&E		
		2	EH Svc 7/10	Paid	242.82
	17531 Service 8/10 (Ind)	113	PG&E		
		2	EH Svc 8/10	Inv	245.55
A702-7335-00.0.0-000 - Gas & Electricity			*** Account total ***		488.37
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance					
	17443 Monthly Svc 7/10	170	Western Exterminator		
		4	End Hall Ext Svc 7/10	Paid	87.00
	17481 EH Dishwasher Rpr 7/10	1814	P & D Appliance Svc Cnt, Inc.		
		1	EH Dishwasher Rpr 7/10	Paid	280.46
	17541 Sprinkler Insp: CH, Lib, EH 7/	509	CR Fireline Inc		
		2	EH Sprk Insp Qtr/SA 7/10	Inv	210.00
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance			*** Account total ***		577.46
A702-7417-00.0.0-000 - Janitorial Service					
	17452 Janitorial Services for 8/10	468	J & R Floor Services		
		4	End Hall 8/10	Paid	30.00
	17523 Janitorial Services for 8/10	468	J & R Floor Services		
		4	End Hall 8/10	Inv	60.00
A702-7417-00.0.0-000 - Janitorial Service			*** Account total ***		90.00
* Report total *			*** Total ***		857,240.64

Agenda Date: 9-7-10

Agenda Item: 4c

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **Laci J. Jackson, City Clerk**

DATE: **September 7, 2010**

SUBJECT: **2010 Conflict of Interest Code**

RECOMMENDATION
Direct the City Clerk to submit the 2010 Local Biennial Notice to the Fair Political Practices Commission indicating no amendments are necessary.

BACKGROUND
The Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine if it is accurate or, alternatively, that the code must be amended. Once the determination has been made, a notice must be submitted to the Code Reviewing Body (City Council) no later than October 1 of even-numbered years.

After reviewing the Conflict of Interest Code, the City Clerk determined no amendments are necessary.

FISCAL IMPACT
None.

Attachments:
1. 2010 Local Biennial Notice
2. Clayton's Conflict of Interest Code

2010 Local Agency Biennial Notice

Name of Agency:____

Mailing Address:____

Contact Person:_______________________ Office Phone No:_______________

E-mail:______________________________ Fax No:______________________

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that *(Check one box):*

☐ **An amendment is required. The following amendments are necessary:** *(Mark all that apply.)*

- ○ Include new positions (including consultants) that must be designated.
- ○ Delete positions that manage public investments from the list of designated positions.
- ○ Revise disclosure categories.
- ○ Revise the titles of existing positions.
- ○ Delete titles of positions that have been abolished.
- ○ Other *(describe)*_______________________________________

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

______________________________ ______________

Signature of Chief Executive Officer *Date*

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

APPENDIX "A"
CLAYTON CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
Assistant to the City Manager	All categories
Assistant Planner	All categories
Assistant City Attorney	All categories
City Engineer	All categories
City Clerk	All categories
Community Development Director	All categories
Chief of Police	All categories
Police Sergeant	C, D
Finance Manager	All categories
Maintenance Supervisor	All categories
Redevelopment Agency Special Legal Counsel	All categories
Consultants	All categories Subject to *

*
The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Note: Persons holding the following positions are required by the provisions of Government Code Section 87200 to file statements of economic interests: Mayor, City Councilmembers **, City Manager, City Attorney, City Treasurer, Chief Administrative officers, Planning Commissioners, and other City officials who manage public investments, as well as candidates for any of these offices at any election.

** Reports of Councilmembers shall cover them acting as members of the Clayton Redevelopment Agency, Clayton GHAD, and other similar City agencies governed by Councilmembers.

Revised: 16 September 2008

APPENDIX "B"
RESOLUTION NO. 65-94
CLAYTON CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES:

Category A:	Investments and Real Property Disclosure - (See Paragraph 7A of Section 18730)
Category B:	Personal Income Disclosure - (See Paragraph 7B of Section 18730)
Category C:	Business Entity Income Disclosure - (See Paragraph 7C of Section 18730)
Category D:	Business Position Disclosure - (See Paragraph 7D of Section 18730)
Category E:	Acquisition or Disposal During Reporting Period - (See Paragraph 7E of Section 18730)

0505k:dg

(Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations)

18730. Provisions of Conflict of Interest Codes

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

(3) Section 3. Disclosure Categories. This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

B) The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200; and

C) The filing officer is the same for both agencies.[1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

[2] See Government Code Section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office. Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting. Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information: -

(A) Investments and Real Property Disclosure. When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars ($1,000), exceeds ten thousand dollars ($10,000), or exceeds one hundred thousand dollars ($100,000).

(B) Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

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[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

1. The name and address of each source of income aggregating two hundred fifty dollars ($250) or more in value or fifty dollars ($50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars ($1,000) or less, greater than one thousand dollars ($1,000), or greater than ten thousand dollars ($10,000);

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars ($10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged; and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. State Agency Prohibition on Receipt of Honoraria. No member of a state board or commission, and no designated employee of a state agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (b), (c), (d), and (e) of Government Code Section 89502 shall apply to the prohibitions in this section.

(8.1) Section 8.1 State Agency Prohibition on Receipt of Gifts of $250 or More. No member of a state board or commission, and no designated employee of a state agency, shall accept gifts with a total value of more than two hundred fifty dollars ($250) in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subsections (b), (c), (d), and (e) of Government Code Section 89504 shall apply to the prohibitions in this section.

(9) Section 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth one thousand dollars ($1,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth one thousand dollars ($1,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars ($250) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $250 or more in value provided to; received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees. In addition to the general disqualification provisions of Section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars ($1,000) or more.

(10) Section 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a voting body, this determination and disclosure shall be made part of the agency's official record; in the case of a designated

employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

(11) Section 11. Assistance of the Commission and Counsel. Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations. This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 - 91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

Note: Authority: Section 83112, Gov. Code
Reference: Sections 87300-87302, 89503, and 89504, Gov. Code

History

(1) New section filed 4-2-80 as an emergency; effective upon filing. Certificate of Compliance included.
(2) Editorial correction.
(3) Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter.
(4) Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter.
(5) Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter.
(6) Amendment filed 4-13-87; effective thirtieth day thereafter.
(7) Amendment of subsection (b) filed 10-21-88; effective thirtieth day thereafter.
(8) Amendment filed 8-28-90; effective thirtieth day thereafter.
(9) Amendment filed 8-7-92; effective thirtieth day thereafter.
(10) Amendment filed 2-5-93; effective upon filing.

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 9-7-10

Agenda Item: 4d

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Merry Pelletier, Finance Manager

DATE: September 7, 2010

SUBJECT: Consideration of Prior Fiscal Year Encumbrances to FY 2010-2011

RECOMMENDATION

It is recommended the City Council adopt the Resolution to approve the June 30, 2010 encumbrances of unexpended or incurred capital outlays and operational expenses to Fiscal Year 2010-2011.

BACKGROUND

On June 30, 2010 our fiscal year ended leaving several General Fund Department Budgeted with line items open, which is a common occurrence in all budgets. Many of the open items recommended for future payment have not been incurred as of June 30, 2010, but are anticipated for completion within the next fiscal year. Additionally, the Gas Tax Fund, Landscape Maintenance District Fund, Grove Park Fund, Street Light Fund, Stormwater Fund, and Capital Improvement Project Fund each have open line items that must be paid in the next fiscal year.

It appears that General Fund final revenues will actually exceed our original budget by $143,726, a remarkable occurrence in today's times. The excess is indicated in the chart below:

General Fund Revenue Variance 2009-10

Actual General Fund Revenue over Budgeted Revenue	**$143,726**

Specific accounts of higher than expected key revenues:

Sales Tax	**$ 46,971**
Unsecured Property Taxes	**$ 7,600**
Supplemental & other Property Taxes	**$ 12,190**
Real Property Transfer Taxes	**$ 24,812**
Business License Taxes	**$ 9,391**
Police Services	**$ 7,320**
Interest Earnings	**$ 28,245**
Unrealized Investment Gain	**$ 43,263**
Park Use Fees	**$ 7,751**

Offsetting that good news is Secured Property Taxes came in lower than expected ($25,570), Motor Vehicle-In-Lieu fees were under budget ($2,766) as well as fines and forfeitures ($3,003), PG&E Franchise Fees ($7,122), Planning Fees ($10,547), Public Safety Allocation ($6,115), and P.O.S.T Reimbursements ($1,554).

General Fund expenditures are projected to come in under budget by $337,796, yet after approved encumbrances into FY 09-10 there will be a surplus of $29,478. Therefore, the General Fund will now realize a surplus of $173,204 when matching actual revenues received ($3,781,405) less actual expenses paid ($3,608,201) during the fiscal year.

FISCAL IMPACT

Recommended encumbrances for the General Fund (101) total $235,389 and are broken down as follows:
City promotional activity (4th of July Parade) $6,549; employee recognition $290; audit services $2,400; computer services $4,079; Public Works general supplies $3,000 and water services $11,000; general plan update $26,718; office equipment repairs $1,451; Police computer services $448; Police emergency services $1,000; HVAC repairs $3,434; Community park supplies $9,931, labor $10,000 and animal control services $3,015; and deferred maintenance projects $152,074.

Encumbrances for the Gas Tax Fund (201) total $17,511 and cover costs for street maintenance supplies and labor, sidewalk repairs, and illuminated street name sign replacements.

Encumbrances for the Landscape Fund (210) total $40,000 landscape replacement and water services.

Encumbrances for the Grove Park Fund (211) total $9,000 and cover costs for water services.

Encumbrances for the Street Light Fund (214) total $4,700 and cover costs for general supplies.

Encumbrances for the Stormwater Fund (216) total $6,600 and cover costs for engineering services.

Encumbrances for carry-over of Capital Improvement Projects Fund (303) total $1,792,047.

CONCLUSION

Staff concludes that budgeted funds are available in the General Fund Operations Budget to encumber the $235,389 necessary to cover these expenditures in the current fiscal year. The projected revenue earned for fiscal year ending June 30, 2009 is $3,781,405 and projected expenditures are $3,608,201 leaving a surplus of $173,204. By including the unreserved designated fund balance of $308,318 (the prior year encumbrance balance) there are ample available funds to cover the June 30, 2010 encumbrances. The unreserved/designated fund balance will be reduced to $235,389; the unreserved/undesignated fund balance will be increased to $4,793,971 after moving the excess revenues over expenses ($173,204) and reduction in encumbrance reserve ($72,929); and the reserved for contingencies remains at $250,000 leaving total General Fund Reserves at $5,279,360.

Respectively submitted,

Merry Pelletier

Merry Pelletier
Finance Manager
Attachments:
Resolution with Exhibit A – June 30, 2010 Encumbrances

RESOLUTION NO. –

A RESOLUTION APPROVING CARRY-OVER/ENCUMBRANCE OF UNEXPENDED OPERATING BUDGET, CAPITAL IMPROVEMENT AND CAPITAL OUTLAY FUNDS FROM FISCAL YEAR 2009-2010 AND AMENDING THE 2010-2011 CITY BUDGET ACCORDINGLY

THE CITY COUNCIL
City of Clayton, California

WHEREAS, on 29 June 2010, the Clayton City Council adopted the Fiscal Year 2010 – 2011 annual City Budget; and

WHEREAS, certain funds unexpended in the 2008 – 2010 annual City Budget remain available and must be carried over into the next fiscal year for the necessary completion of specified and authorized City projects, operations and contingencies; and

WHEREAS, City staff has identified the essential operational and capital outlay services that require completion in Fiscal Year 2009 – 2010, the Finance Manager has verified the monies are available in the maximum amounts outlined in "Exhibit A" – June 30, 2010 Encumbrances, attached hereto and incorporated herein, and the City Manager has reviewed the list and recommends the carry-over/encumbrance of said funds; and

WHEREAS, the carry-over and encumbrance of prior year unexpended funds requires the appropriation approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, does hereby approve the encumbrances listed in "Exhibit A" attached hereto and incorporated herein by reference, and does herewith amend the 2010 – 2011 City Budget with the noted maximum carry-over appropriations from Fiscal Year 2009 – 2010; and

BE IT FURTHER RESOLVED that the City Manager of Clayton is hereby authorized to expend said funds in accordance with the laws of the State of California and the ordinances of the City of Clayton, pursuant to the adopted and amended Fiscal Year 2010 – 2011 Budget.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular meeting thereof held the 7th day of September 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

____
Hank Stratford, Mayor

ATTEST:

____
Laci J. Jackson, City Clerk

EXHIBIT A

City of Clayton
June 30, 2010 Encumbrances

Description	Account Number	Amount	Explanation
City Promotional Activity	101-7362-01	6,549	4th of July Parade
Employee Recognition	101-7364-02	290	Service recognition supplies
Audit	101-7414-02	2,400	Interim Audit services
Computer Services	101-7415-02	4,079	Contingency
General Supplies	101-7311-03	3,000	Contingency
Water Services	101-7338-03	11,000	Contingency
Deferred Maintenance Project Account	101-7347-03	152,074	Future projects
Other Professional Services	101-7419-04	26,718	General Plan Diagram Update
Office Equipment Repair	101-7345-05	1,451	Copier, scanner, printer & fax machine
Computer Services	101-7415-06	448	Contingency
Emergency Services	101-7432-06	1,000	Contingency
HVAC Repairs	101-7346-07	3,434	Contingency
Community Park Supplies	101-7329-09	9,931	Park ball field material - deferred 09-10
Regular Salaries	101-7111-09	5,000	Park ball field maintenance - deferred 09-10
Temporary Salaries	101-7112-09	5,000	Park ball field maintenance - deferred 09-10
Animal Control Services	101-7419-09	3,015	Wild Pig Contingency
TOTAL GENERAL FUND - 101		**235,389**	
Regular Salaries	201-7111	3,000	Crack Sealing Labor
Street Maintenance Supplies	201-7327	14,511	Illuminated street name sign replacement, sidewalk repairs & crack seal supplies
TOTAL GAS TAX FUND - 201		**17,511**	
Landscape Replacement	210-7316	20,000	Future project
Water Services	210-7338	20,000	Contingency
TOTAL LANDSCAPE FUND - 210		**40,000**	
Water Services	211-7338	9,000	Contingency
TOTAL GROVE PARK FUND - 211		**9,000**	
General Supplies	214-7311	4,700	Contingency
TOTAL ST LIGHT FUND - 214		**4,700**	
Temporary Salaries	216-7112	2,600	Contingency
Other Professional Services	216-7419	4,000	Engineering services for NPDES Report
TOTAL STORMWATER FUND - 216		**6,600**	
Utility Undergrounding	303-7520-099	105,930	Future Project
Downtown Economic Development	303-7520-104	1,686,117	Future Project
TOTAL CAPITAL IMPROVEMENT FUND - 303		1,792,047	

City of Clayton
Fund Balance Calculations
8/26/10

General Fund 101

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	149,304	(149,304)	(0)
Unreserved/designated	1,001,906	(86,085)	915,821
Unreserved/undesignated	3,854,250	-	3,854,250
Reserved for contingencies	250,000	-	250,000
Balance	5,255,460	(235,389)	5,020,071

Gas Tax Fund 201

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	102,280	(17,511)	84,769
Unreserved/designated	-		-
Unreserved/undesignated	114,476		114,476
Reserved for contingencies	-		-
Balance	216,756	(17,511)	199,245

Landscape District Fund 210

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	229,515	(40,000)	189,515
Unreserved/designated	1,165		1,165
Unreserved/undesignated	382,564		382,564
Reserved for contingencies	-		-
Balance	613,244	(40,000)	573,244

Grove Park Fund 211

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	28,077	(9,000)	19,077
Unreserved/designated	54,000		54,000
Unreserved/undesignated	104,288		104,288
Reserved for contingencies	-		-
Balance	186,365	(9,000)	177,365

Street Light Fund 214

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	3,233	(4,700)	(1,467)
Unreserved/designated	-		-
Unreserved/undesignated	130,426		130,426
Reserved for contingencies	-		-
Balance	133,659	(4,700)	128,959

Stormwater Fund 216

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	4,153	(6,600)	(2,447)
Unreserved/designated	-		-
Unreserved/undesignated	122,484		122,484
Reserved for contingencies	-		-
Balance	126,637	(6,600)	120,037

Capital Improvement Fund 303

	Fund Balance 6/30/2010	Encumbrance 6/30/2010	Balance 6/30/2010
Excess Revenue over Expense	(773,671)	(1,792,047)	(2,565,718)
Unreserved/designated			-
Unreserved/undesignated	4,077,223		4,077,223
Reserved for contingencies			-
Balance	3,303,552	(1,792,047)	1,511,505

Agenda Date: 9-7-10

Agenda Item: 4e

CITY OF CLAYTON

Founded 1857 . . Incorporated 1964

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

CONSENT ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: September 7, 2010

SUBJECT: Authorization of flat fee donation of $168 from the Clayton Woman's Club (grant request for $512) for their Annual Craft Sale on November 20th and 21st, 2010.

RECOMMENDATION

Authorize a flat fee donation of $168 from the Clayton Woman's Club (grant request for $512) for their Annual Craft Sale on November 20th and 21st, 2010 for use of the Library Community Meeting Room.

BACKGROUND

The Clayton Woman's Club is planning their annual craft sale, a fundraiser for their organization. They have requested use of the Library Community Meeting Room on Saturday November 20th and 21st, 2010. Under the adopted fee schedule the rates for these days are $42/hr. plus a $200 refundable deposit. Currently there are no reservations for the dates requested. The event will be open to the public from 10 a.m. to 5 p.m. with additional time would for event set up and take down. Using the facility for approximately 8 hours each day the rental cost would be $672. The Clayton Woman's Club uses the proceeds to support various community endeavors.

Using the same method as last eight years approval by the Council for a grant, wherein the organization provided payment for minimum rental costs of 4 hours at the specified rate, the grant would amount to $512. Thus the reduced rental cost to the Clayton Woman's Club would be $168 for the two days (calculated at 4 hour minimum @$42/hr =$168; this is the non profit hourly rate in the City's currently adopted fee schedule). This approach would adequately cover direct costs associated with the event such as energy costs, janitorial service and staff time. This is the amount same amount as last three years (fee schedule increases for non profits have remained unchanged by the City Council since 2007).

The Woman's Club will provide their own insurance (naming the City as an additional insured) and has already provided the $200 refundable reservation/damage-cleanup deposit. This organization, their function and event location meets the previously approved City Council banner criteria so no action is needed for this request. They may display their event banner on the community poles for a period of two weeks prior to the event date. The banners per the policy will be removed within 48 hrs after the event is over.

FISCAL IMPACT

The reduced rental fee to $168 would cover all direct costs; the rental income difference would be $512 which would have gone to the general fund. This is the same amount that was approved by the City Council for last year's craft fair.

CONCLUSION

Approve the grant requested and authorize a flat fee rental donation of $168 for the two-day event. Providing the grant would be considered a co-sponsorship by the City and allow for the organization to place their banners on the community event banner pole locations.

Attachments:

Letter dated May 12, 2010 from Clayton Valley Woman's Club

GFWC
Clayton Valley Woman's Club
PO Box 95, Clayton, California 94517

May 12, 2010

Clayton City Council
6000 Heritage Trail
Clayton, CA 94517

Dear Council Members:

The Clayton Valley Woman's Club members would like to hold our annual Holiday Boutique in the Community Room at the Clayton Community Library on Saturday, November 20th and Sunday, November 21st, 2010 with set up on Friday, November 19th. We have used the Community Room for the past ten years and have found it to be a great place for a fundraising event.

We are requesting a grant from the Clayton City Council to reduce the room use fees. Would it be possible for a flat donation by the CVWC be given in lieu of an hourly use fee? The fee reduction would allow a greater portion of the dollars raised to benefit community organizations and our student scholarship program.

We would like to place banners on Oakhurst Boulevard, in the gore point between Oak St. and Clayton Rd. and the entry to Clayton on Clayton Rd. The banners would be in placed from Nov.7th through the 21st to advertise the Holiday Boutique.

As we continue in our 37th year, we look forward to continuing our support to various organizations including the Clayton Community Library and the Clayton Historical Society. At our annual donations luncheon, scholarships are awarded to graduates of Clayton Valley High School as well as community groups.

Thank you for your consideration of our grant request.

Respectfully,

Kathy Hester

Kathy Hester
President

Cc: Judy Bates

Received
JUL 23 2010
City of Clayton

Member of California Federation of Women's Clubs and General Federation of Women's Clubs, Int'l.
EIN 23-7330866 Non Profit Section 501(c)(3)

Agenda Date: 9-7-10

Agenda Item: 5a

Declaring

September 17 - 23, 2010

as

"U.S. Constitution Week"

WHEREAS, September 17, 2009 marks the two hundred twenty-third anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate the occasion; and

WHEREAS, as the preamble to the Constitution states "*We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America,*" and

WHEREAS, our Constitution has proven to be an enduring document and powerful framework for establishing and preserving liberty, justice, and opportunity for all of our citizens, and is a shining example to the world; and

WHEREAS, the City of Clayton is eternally grateful to those Americans who daily defend the principles of democracy and freedom guaranteed by this Constitution.

NOW THEREFORE, I, Hank Stratford, Mayor, on behalf of the Clayton City Council, do hereby proclaim September 17 through September 23, 2010 as "U.S. Constitution Week" and urge all community members to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Agenda Date: 9-7-10

Agenda Item: 5b

Declaring
September 19 – 25, 2010
"Fall Prevention Awareness Week"

WHEREAS, it is estimated that nearly 15 percent of Contra Costa County's estimated 1,025,000 people are 60 years of age or older; and

WHEREAS, it is estimated that one-third of adults over the age of 60 and 50 percent of adults over the age of 80 will fall each year, with medical costs of each fall-related hospitalization estimated at $52,447; and

WHEREAS, falls are the leading cause of injury deaths among people over the age of 60, and the leading cause of doctor visits, hospital admissions, and emergency room visits; and

WHEREAS, in 2006, 2,152 older adults in Contra Costa County suffered injuries from a fall great enough to result in hospitalization and 35 deaths; and

WHEREAS, falling, and the fear of falling, can lead to depression, isolation, diminished mobility, and loss of functional independence; and

WHEREAS, injuries from falls are a largely preventable community health problem; and

WHEREAS, the cause of falls is composed of multiple contributing factors including lack of strength in the lower extremities, the use of multiple medications, reduced vision, chronic health problems, and unsafe environments; and

WHEREAS, concentrated efforts are being made in Contra Costa County to reduce falls and fall related injuries by using multi-faceted interventions; and

WHEREAS, at the state level SCR 77 (D-Lowenthal) Fall Prevention Awareness Week, has passed the Senate and the Assembly; and

WHEREAS, at the federal level the Safety of Seniors Act of 2007 (S. 845) was passed in April. This bill calls for the expansion of public health programs, educational outreach, and research activities related to fall prevention.

THEREFORE BE IT RESOLVED, I, Hank Stratford, as Mayor of the City of Clayton, on behalf of the City Council, hereby proclaim the week of ***September 19, 2010***, as ***"FALL PREVENTION AWARENESS WEEK"*** in the City of Clayton and call upon our citizens and interested groups to observe the week with appropriate activities that promote awareness of fall prevention.

Agenda Date: 9-7-10
Agenda Item: 9a

CITY OF CLAYTON
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STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: SEPTEMBER 7, 2010

SUBJECT: CONSIDERATION OF A RESOLUTION AWARDING A CONTRACT TO MCK SERVICES, INC., IN THE AMOUNT OF $1,341,245.00 FOR THE CONSTRUCTION OF THE OLD MARSH CREEK ROAD OVERLAY PROJECT (CIP PROJECT NO. 10416) AND THE 2010 PAVEMENT REHABILITATION PROJECT (CIP PROJECT NO. 10409).

RECOMMENDATION

Adopt a Resolution awarding a construction contract to MCK Services, Inc. ("MCK") and provide direction to Staff regarding the use of rubberized asphalt concrete for the Old Marsh Creek Road Overlay Project.

BACKGROUND

At its July 7th meeting, the City Council provided direction regarding the streets to be included in the 2010 Pavement Rehabilitation Project. In hopes of achieving cost savings due to size of the work, the Council agreed to the soliciting of a single bid for both the 2010 Pavement Rehabilitation Project and the Old Marsh Creek Road Overlay Project which is being funded by Measure J proceeds.

On August 27th, we opened bids for the combined project. We received a total of seven bids with the following range:

#	Bidder	Old Marsh Creek Road	2010 Pavement Rehabilitation	Total
1	MCK Services, Inc.	$323,151.85	$1,018,093.15	$1,341,245.00
2	O.C. Jones & Sons, Inc.	$344,154.59	$1,053,779.45	$1,397,934.04
3	Top Grade Construction, Inc.	$405,441.25	$1,041,078.75	$1,446,520.00
7	Granite Construction Co.	$507,572.20	$1,103,382.15	$1,610,954.35

Since the Old Marsh Creek Road Overlay Project is being funded by Measure J, we are required to carefully segregate all costs (construction, inspection, administration, etc.) for the project. The bid documents were prepared with this in mind and the following discussions will also be segregated by project.

Old Marsh Creek Road Overlay Project

The plans for this project were prepared in anticipation of receiving a second round of federal ARRA funds. When this fell through, we were able to reallocate $411,000 in Measure J funds previously assigned to miscellaneous Pine Hollow Road improvements (entry feature and sidewalks). The scope of work for this project is comprised of the placement of a 2" asphalt overlay over pavement reinforcing fabric and the replacement of pavement striping and markings. The project limits run approximately 1.1 miles from Clayton Road, near the library, to Clayton Road at Diablo View Middle School

The approved project budget and funding sources, per the recently approved 2010/11 Capital improvement Program, is as follows:

Estimated Costs:		
	Design and bidding:	$21,800
	Construction:	360,000
	Inspection/Admin.	48,500
	Total:	$430,300
Funding Sources:		
	Gas Tax	$19,300
	Measure J	411,000
	Total	$430,300

The low bid of $323,151.25 is well within the estimated construction budget. In addition, $29,250 of the bid is for the raising of water valve cans after completion of the overlay. As in previous street projects, the costs associated with this work will be reimbursed by CCWD. Therefore, we have a contingency of approximately $66,000 (22.6%) in the construction portion of the budget (360,000 – 323,151 + 29,250). Any unused Measure J funds will be reallocated to our other approved Measure J project, the Marsh Creek Road Reconstruction Project from Regency Drive to Pine Lane.

Rubberized Asphalt Concrete

The use of rubberized asphalt concrete (RAC) is becoming more common. In addition to the environmental benefit of recycling car tires, RAC requires half as much asphalt thickness and has proven to provide a quieter ride. However, these benefits are offset by the higher cost of the materials and, in the case of smaller streets and cul-de-sacs, a less aesthetic finish due to the greater visibility of the paving joints. We have been assured that the length and width of this project makes it an ideal candidate for RAC.

With overlay projects, In order to minimize reflective cracking (that is, cracks in the existing asphalt surface migrating into the new asphalt surface), we first place pavement reinforcing fabric on the existing surface. In lieu of standard pavement reinforcing fabric for RAC, Caltrans recommends the installation of a rubberized stress absorbing membrane interlayer (SAMI-R) prior to placement of the RAC. This SAMI-R is essentially a rubberized chip seal coating.

As part of the bid, we included two alternate bid items related to RAC. The contractors provided an additive adjustment price per ton for the RAC as opposed to standard asphalt concrete material and a price per square foot for the placement of SAMI-R. MCK's bid prices were:

RAC	$54.00/ton
SAMI-R	$0.55/sf

For this project, we would need 1,531 tons of RAC as opposed to 2,603 tons of standard asphalt concrete material. With a price of $50/ton for the standard asphalt concrete material, the use of the RAC material represents a slight increase of material costs. However, the use of SAMI-R will result in a substantial increase in project costs:

Bid Amount (w/o water valves):	$293,901.85
Less cost of Standard Asphalt Material (2,603 T x $50/T)	(130,150.00)
Plus cost of RAC material (1,531 T x $104/T)	+159,224.00
Plus cost of SAMI-R (211,262 sf x $0.55/sf)	+116,194.10
Total Project Cost:	$439,169.85
Difference:	+145,268.00

While discussing the alternatives with MCK, we were informed that there is now a type of paving reinforcement fabric that has been successfully used with RAC. The cost of this material may be much more in line with traditional pavement reinforcement fabrics. If this proves to be true, we may be able to use RAC and bring the construction costs within the originally approved budget ($360,000).

Therefore, we are seeking the Council's authorization to use RAC in lieu of standard asphalt concrete material if we are able to keep within the originally approved project budget.

2010 Pavement Rehabilitation Project

The scope of work for this project is comprised of either the grinding of existing pavement sections and placement of 2-1/2" of asphalt concrete or the placement of an 1-1/2" asphalt overlay over pavement reinforcing fabric and the replacement of pavement striping and markings on 34 subdivision streets, including seven within the Oakhurst Country Club development.

The approved project budget and funding sources, per the recently approved 2010/11 Capital improvement Program and as modified at the Council's July 6th meeting, is as follows:

Estimated Costs:

Design and bidding:	$20,000
Construction (non-oakhurst):	802,000
Construction (oakhurst):	165,000
Inspection/Admin.	20,000
Total:	$1,007,000

Funding Sources:

Gas Tax	$109,000
Measure J (per capita)	525,000
Proposition 42	208,000
GHAD (bond refund interest)	55,000
GHAD (lawsuit settlement)	110,000
Total	$1,007,000

The breakdown of the bid (not including water valve can adjustment costs) by streets yields the following:

Non-Oakhurst Streets:	$776,602.50
Oakhurst Streets	$188,856.90

As can be seen, the construction costs for the non-Oakhurst streets is within the approved budget, however, the cost associated with the Oakhurst streets exceeds the approved budget by $23,856.90. Therefore, unless the GHAD Board of Directors authorizes additional funding for the project, we will have to eliminate one of the Oakhurst streets from the project.

Rubberized Asphalt Concrete

As mentioned previously, the benefits of RAC are offset by the higher cost of the materials and, in the case of smaller streets and cul-de-sacs, a less aesthetic finish due to the greater visibility of the paving joints. Therefore, we are not proposing the use of RAC for this project.

FISCAL IMPACT

Based upon the low bid received (or, as in the Oakhurst development, upon the reduction of the number of streets treated), these projects will be within the previously approved budgets and will have no impact upon the City's General Fund.

CONCLUSION

In conclusion, Staff recommends that the Council approve the attached resolution awarding a construction contract to MCK Services, Inc. ("MCK") and provide direction to Staff regarding the use of rubberized asphalt concrete for the Old Marsh Creek Road Overlay Project.

Attachments:
1) Resolution
2) 2010 Pavement Rehabilitation Project – List of Streets
3) 2010 Pavement Rehabilitation Project – Cost by Street
4) MCK Contract

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT IN THE AMOUNT OF $1,341,245.00 WITH MCK SERVICES, INC. FOR THE OLD MARSH CREEK ROAD OVERLAY PROJECT (CIP PROJECT NO. 10416) AND THE 2010 PAVEMENT REHABILITATION PROJECT (CIP PROJECT NO. 10409).

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the City Council approved a Capital Improvement Program for FY 2010/11 to 2014/15 which included an Old Marsh Creek Road Overlay Project (No. 10416) and a 2010 Pavement Rehabilitation Project (No. 10409); and

WHEREAS, in order to achieve savings as expected with a larger project, the City Council directed that the two projects be bid as one project; and

WHEREAS, the City Engineer prepared plans and specifications and advertised an invitation for bids as required by the Public Contract Code; and

WHEREAS, sealed bids were publicly opened on August 27, 2010; and

WHEREAS, MCK Services, Inc. submitted a low bid of $1,341,245.00; and

WHEREAS, the City Engineer has reviewed MCK Services, Inc.'s bid, found it to be responsive in all respects, and has recommended awarding the contract to MCK Services, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby name MCK Services, Inc., as the responsible low bidder, and authorizes the Mayor to execute the contract for the Old Marsh Creek Road Overlay Project (CIP Project No. 10416) And The 2010 Pavement Rehabilitation Project (CIP Project No. 10409) on behalf of the City.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 7th day of September 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: 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 September 7, 2010.

Laci J. Jackson, City Clerk

CITY OF CLAYTON
2010 PAVEMENT REHABILITATION
PROJECT
COST BY STREET

LOCATION	Total Pavement Area (SF)	Grind & Replace Cost	Overlay Cost	Pavement Failures (SF)	Unit Price	Subtotal	12" White Thermo Stop Bar (LF)	Unit Price	Subtotal	Detail 4 (LF)	Unit Price	Subtotal	Detail 10 (LF)	Unit Price	Subtotal	Detail 22 (LF)	Unit Price	Subtotal	"AHEAD" Legend (EA) (White)	Unit Price	Subtotal	"STOP" Legend (EA) (White)	Unit Price	Subtotal	Blue Hydrant Marker (EA)	Unit Price	Subtotal	Water Valve Cans (EA)	Unit Price	Subtotal	SDMH (EA)	Unit Price	Subtotal	SSMH (EA)	Unit Price	Subtotal	Survey Mons (EA)	Unit Price	Subtotal	Misc. Utilities (EA)	Unit Price	Subtotal	Total Per Street	Total Per Street w/o Water Valve Cans
Ahwahnee Court	8,850	$ 12,832.50	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	0	$425.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	$ 13,732.50	$ 13,282.50
Blinking Circle	53,840	$ -	$ 44,148.80	0	$3.75	$ -	42	$2.50	$ 105.00	0	$0.40	$ -	0	$1.00	$ -	521	$1.00	$ 521.00	0	$148.00	$ -	2	$88.00	$ 176.00	2	$15.00	$ 30.00	5	$225.00	$ 1,125.00	1	$425.00	$ 425.00	2	$425.00	$ 850.00	8	$225.00	$ 1,800.00	0	$425.00	$ -	$ 49,180.80	$ 48,055.80
Casey Glen Court	8,815	$ 12,781.75	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	0	$425.00	$ -	1	$225.00	$ 225.00	0	$425.00	$ -	$ 13,456.75	$ 13,006.75
Caulfield Court	7,795	$ 11,302.75	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	0	$425.00	$ -	0	$225.00	$ -	0	$425.00	$ -	$ 11,752.75	$ 11,302.75
Chardonnay Circle	48,235	$ -	$ 39,552.70	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	456	$1.00	$ 456.00	0	$148.00	$ -	0	$88.00	$ -	3	$15.00	$ 45.00	5	$225.00	$ 1,125.00	0	$425.00	$ -	2	$425.00	$ 850.00	4	$225.00	$ 900.00	0	$425.00	$ -	$ 42,928.70	$ 41,803.70
Crow Place	24,270	$ 35,191.50	$ -	0	$3.75	$ -	30	$2.50	$ 75.00	0	$0.40	$ -	0	$1.00	$ -	40	$1.00	$ 40.00	0	$148.00	$ -	1	$88.00	$ 88.00	1	$15.00	$ 15.00	3	$225.00	$ 675.00	2	$425.00	$ 850.00	2	$425.00	$ 850.00	3	$225.00	$ 675.00	0	$425.00	$ -	$ 38,459.50	$ 37,784.50
Diablo Creek Court	9,010	$ -	$ 7,388.20	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	1	$425.00	$ 425.00	1	$225.00	$ 225.00	0	$425.00	$ -	$ 8,488.20	$ 8,038.20
Diablo Creek Place	11,790	$ 17,095.50	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	1	$15.00	$ 15.00	3	$225.00	$ 675.00	0	$425.00	$ -	1	$425.00	$ 425.00	1	$225.00	$ 225.00	0	$425.00	$ -	$ 18,435.50	$ 17,760.50
Falcon Place	22,960	$ -	$ 18,827.20	0	$3.75	$ -	25	$2.50	$ 62.50	0	$0.40	$ -	0	$1.00	$ -	41	$1.00	$ 41.00	0	$148.00	$ -	1	$88.00	$ 88.00	1	$15.00	$ 15.00	3	$225.00	$ 675.00	2	$425.00	$ 850.00	2	$425.00	$ 850.00	5	$225.00	$ 1,125.00	0	$425.00	$ -	$ 22,533.70	$ 21,858.70
Golden Eagle Place	17,490	$ 25,360.50	$ -	0	$3.75	$ -	95	$2.50	$ 237.50	0	$0.40	$ -	0	$1.00	$ -	40	$1.00	$ 40.00	0	$148.00	$ -	1	$88.00	$ 88.00	0	$15.00	$ -	1	$225.00	$ 225.00	1	$425.00	$ 425.00	1	$425.00	$ 425.00	4	$225.00	$ 900.00	2	$425.00	$ 850.00	$ 28,551.00	$ 28,326.00
Hummingbird Place	22,400	$ -	$ 18,368.00	0	$3.75	$ -	24	$2.50	$ 60.00	0	$0.40	$ -	0	$1.00	$ -	50	$1.00	$ 50.00	0	$148.00	$ -	1	$88.00	$ 88.00	2	$15.00	$ 30.00	3	$225.00	$ 675.00	1	$425.00	$ 425.00	2	$425.00	$ 850.00	6	$225.00	$ 1,350.00	0	$425.00	$ -	$ 21,896.00	$ 21,221.00
Hummingbird Way	27,675	$ -	$ 22,693.50	0	$3.75	$ -	44	$2.50	$ 110.00	0	$0.40	$ -	0	$1.00	$ -	95	$1.00	$ 95.00	0	$148.00	$ -	2	$88.00	$ 176.00	1	$15.00	$ 15.00	2	$225.00	$ 450.00	1	$425.00	$ 425.00	3	$425.00	$ 1,275.00	4	$225.00	$ 900.00	0	$425.00	$ -	$ 26,136.50	$ 25,686.50
Mountaire Parkway	132,210	$ -	$ 108,412.00	0	$3.75	$ -	124	$2.50	$ 310.00	3,154	$0.40	$ 1,261.60	50	$1.00	$ 50.00	50	$1.00	$ 50.00	1	$148.00	$ 148.00	3	$88.00	$ 264.00	6	$15.00	$ 90.00	11	$225.00	$ 2,475.00	0	$425.00	$ -	9	$425.00	$ 3,825.00	11	$225.00	$ 2,475.00	0	$425.00	$ -	$ 119,360.60	$116,885.60
Mountaire Place	12,970	$ -	$ 10,635.40	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	1	$15.00	$ 15.00	2	$225.00	$ 450.00	0	$425.00	$ -	1	$425.00	$ 425.00	1	$225.00	$ 225.00	0	$425.00	$ -	$ 11,750.40	$ 11,300.40
Mt. Alpine Place	12,820	$ 18,589.00	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	1	$225.00	$ 225.00	0	$425.00	$ -	1	$425.00	$ 425.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 19,689.00	$ 19,464.00
Mt. Dell Drive	59,765	$ -	$ 49,007.30	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	4	$15.00	$ 60.00	8	$225.00	$ 1,800.00	0	$425.00	$ -	6	$425.00	$ 2,550.00	9	$225.00	$ 2,025.00	0	$425.00	$ -	$ 55,442.30	$ 53,642.30
Mt. Etna Drive	43,990	$ -	$ 36,071.80	0	$3.75	$ -	18	$2.50	$ 45.00	0	$0.40	$ -	0	$1.00	$ -	49	$1.00	$ 49.00	0	$148.00	$ -	1	$88.00	$ 88.00	3	$15.00	$ 45.00	6	$225.00	$ 1,350.00	0	$425.00	$ -	5	$425.00	$ 2,125.00	7	$225.00	$ 1,575.00	0	$425.00	$ -	$ 41,348.80	$ 39,998.80
Mt. McKinley Court	24,030	$ -	$ 19,704.60	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	2	$15.00	$ 30.00	4	$225.00	$ 900.00	0	$425.00	$ -	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 21,934.60	$ 21,034.60
Mt. Palomar Place	24,135	$ -	$ 19,790.70	135	$3.75	$ 506.25	15	$2.50	$ 37.50	0	$0.40	$ -	0	$1.00	$ -	50	$1.00	$ 50.00	0	$148.00	$ -	1	$88.00	$ 88.00	3	$15.00	$ 45.00	7	$225.00	$ 1,575.00	0	$425.00	$ -	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 23,392.45	$ 21,817.45
Mt. Rainier Court	11,785	$ 17,088.25	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	1	$425.00	$ 425.00	1	$225.00	$ 225.00	0	$425.00	$ -	$ 18,188.25	$ 17,738.25
Mt. Sequoia Court	24,030	$ -	$ 19,704.60	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	1	$15.00	$ 15.00	3	$225.00	$ 675.00	0	$425.00	$ -	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 21,694.60	$ 21,019.60
Mt. Vernon Drive	17,455	$ 25,309.75	$ -	0	$3.75	$ -	22	$2.50	$ 55.00	0	$0.40	$ -	0	$1.00	$ -	49	$1.00	$ 49.00	0	$148.00	$ -	1	$88.00	$ 88.00	2	$15.00	$ 30.00	3	$225.00	$ 675.00	0	$425.00	$ -	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 27,506.75	$ 26,831.75
Mt. Wilson Place	14,550	$ 21,097.50	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	1	$15.00	$ 15.00	3	$225.00	$ 675.00	0	$425.00	$ -	1	$425.00	$ 425.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 22,662.50	$ 21,987.50
N. Lydia Lane	34,320	$ -	$ 28,142.40	0	$3.75	$ -	48	$2.50	$ 120.00	0	$0.40	$ -	0	$1.00	$ -	45	$1.00	$ 45.00	0	$148.00	$ -	1	$88.00	$ 88.00	3	$15.00	$ 45.00	10	$225.00	$ 2,250.00	3	$425.00	$ 1,275.00	4	$425.00	$ 1,700.00	10	$225.00	$ 2,250.00	0	$425.00	$ -	$ 35,915.40	$ 33,665.40
Ottman Place	18,380	$ 26,651.00	$ -	0	$3.75	$ -	22	$2.50	$ 55.00	0	$0.40	$ -	0	$1.00	$ -	48	$1.00	$ 48.00	0	$148.00	$ -	1	$88.00	$ 88.00	1	$15.00	$ 15.00	3	$225.00	$ 675.00	0	$425.00	$ -	1	$425.00	$ 425.00	0	$225.00	$ -	0	$425.00	$ -	$ 27,957.00	$ 27,282.00
Pandero Way	22,200	$ -	$ 18,204.00	0	$3.75	$ -	76	$2.50	$ 190.00	0	$0.40	$ -	0	$1.00	$ -	48	$1.00	$ 48.00	0	$148.00	$ -	1	$88.00	$ 88.00	1	$15.00	$ 15.00	0	$225.00	$ -	0	$425.00	$ -	4	$425.00	$ 1,700.00	4	$225.00	$ 900.00	0	$425.00	$ -	$ 21,145.00	$ 21,145.00
Peter Court	22,085	$ 32,023.25	$ -	0	$3.75	$ -	28	$2.50	$ 70.00	0	$0.40	$ -	0	$1.00	$ -	57	$1.00	$ 57.00	0	$148.00	$ -	1	$88.00	$ 88.00	1	$15.00	$ 15.00	3	$225.00	$ 675.00	0	$425.00	$ -	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 34,228.25	$ 33,553.25
Raven Way	29,625	$ -	$ 24,292.50	0	$3.75	$ -	43	$2.50	$ 107.50	0	$0.40	$ -	0	$1.00	$ -	91	$1.00	$ 91.00	0	$148.00	$ -	2	$88.00	$ 176.00	1	$15.00	$ 15.00	3	$225.00	$ 675.00	1	$425.00	$ 425.00	2	$425.00	$ 850.00	5	$225.00	$ 1,125.00	0	$425.00	$ -	$ 27,757.00	$ 27,082.00
Rialto Drive	28,050	$ 40,672.50	$ -	0	$3.75	$ -	27	$2.50	$ 67.50	0	$0.40	$ -	0	$1.00	$ -	304	$1.00	$ 304.00	0	$148.00	$ -	1	$88.00	$ 88.00	2	$15.00	$ 30.00	7	$225.00	$ 1,575.00	1	$425.00	$ 425.00	4	$425.00	$ 1,700.00	4	$225.00	$ 900.00	0	$425.00	$ -	$ 45,762.00	$ 44,187.00
Roundhill Court	19,440	$ -	$ 15,940.80	0	$3.75	$ -	16	$2.50	$ 40.00	0	$0.40	$ -	0	$1.00	$ -	24	$1.00	$ 24.00	0	$148.00	$ -	1	$88.00	$ 88.00	2	$15.00	$ 30.00	4	$225.00	$ 900.00	0	$425.00	$ -	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 18,322.80	$ 17,422.80
Roundhill Place	36,230	$ -	$ 29,708.60	0	$3.75	$ -	30	$2.50	$ 75.00	1,072	$0.40	$ 428.80	0	$1.00	$ -	97	$1.00	$ 97.00	0	$148.00	$ -	2	$88.00	$ 176.00	2	$15.00	$ 30.00	4	$225.00	$ 900.00	0	$425.00	$ -	4	$425.00	$ 1,700.00	3	$225.00	$ 675.00	0	$425.00	$ -	$ 33,790.60	$ 32,890.60
Southbrook Drive	31,265	$ -	$ 25,637.30	0	$3.75	$ -	22	$2.50	$ 55.00	663	$0.40	$ 265.20	0	$1.00	$ -	48	$1.00	$ 48.00	0	$148.00	$ -	1	$88.00	$ 88.00	2	$15.00	$ 30.00	3	$225.00	$ 675.00	1	$425.00	$ 425.00	2	$425.00	$ 850.00	2	$225.00	$ 450.00	0	$425.00	$ -	$ 28,523.50	$ 27,848.50
Wyatt Court	9,250	$ 13,412.50	$ -	0	$3.75	$ -	0	$2.50	$ -	0	$0.40	$ -	0	$1.00	$ -	0	$1.00	$ -	0	$148.00	$ -	0	$88.00	$ -	0	$15.00	$ -	2	$225.00	$ 450.00	0	$425.00	$ -	0	$425.00	$ -	1	$225.00	$ 225.00	0	$425.00	$ -	$ 14,087.50	$ 13,637.50
Windmill Canyon Place	26,810	$ -	$ 23,624.20	0	$3.75	$ -	30	$2.50	$ 75.00	0	$0.40	$ -	0	$1.00	$ -	43	$1.00	$ 43.00	0	$148.00	$ -	1	$88.00	$ 88.00	1	$15.00	$ 15.00	3	$225.00	$ 675.00	1	$425.00	$ 425.00	3	$425.00	$ 1,275.00	6	$225.00	$ 1,350.00	0	$425.00	$ -	$ 27,070.20	$ 26,895.20
TOTAL:	920,525	$ 309,408.25	$ 579,854.80	135		$ 506.25	781		$ 1,952.50	4,889		$ 1,955.60	50		$ 50.00	2,246		$ 2,246.00	1		$ 148.00	26		$ 2,288.00	50		$ 750.00	125		$ 28,125.00	15		$ 6,375.00	76		$ 32,300.00	119		$ 26,775.00	2		$ 850.00	$ 993,584.40	$965,459.40
Grind & Replace	213,385																																								Oakhurst Sts.		$ 192,906.90	$188,856.90
Overlay	707,140																																								Non- Oakhurst Sts.		$ 800,677.50	$776,602.50

CITY OF CLAYTON
CALIFORNIA

CITY CONTRACT NO.

OLD MARSH CREEK ROAD OVERLAY PROJECT (CIP #10416)
AND
2010 PAVEMENT REHABILITATION PROJECT (CIP #10409)

THIS CONTRACT, made and entered, into this ____day of ___________, 2010, between the **CITY OF CLAYTON** (hereinafter called "City"), and **MCK SERVICES, INC.** (hereinafter called "Contractor").

WITNESSETH

WHEREAS, the City has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's sealed proposal therefore;

NOW, THEREFORE, IT IS AGREED, as follows:

1. **Scope of Work:** The Contractor shall perform all the work, and furnish all the labor, materials, equipment, and all the utility and transportation services required to complete all of the public improvements portion of the improvements more particularly described in those certain specification and proposal forms, "**OLD MARSH CREEK ROAD OVERLAY PROJECT (CIP #10416) AND 2010 PAVEMENT REHABILITATION PROJECT (CIP #10409)**", dated August, 2010.

2. **Time of Performance and Liquidated Damages:** The Contractor shall begin work as stated in Section G-4 of these specifications and shall diligently prosecute the same to completion before the expiration of the working days as stated in the specifications.

The City has determined, that in the event the Contractor does not complete the work within the time limit so specified or within such further time as said City shall have authorized, the Contractor shall pay to the City liquidated damages in the amount of **FIVE HUNDRED DOLLARS** ($500.00) per day for each and every calendar day's delay in finishing the work beyond the completion and liquidated damages are set forth in the specification and contract documents, which provisions are hereby referred to and incorporated herein by this reference.

3. **Payments:** Payments under this Contract shall be for those public improvements set forth in the project plans, these special provisions and all the Standard Specifications and Standard Plans. Based upon the unit prices set forth in the Contractor's proposal and Exhibit A attached hereto, the estimated price of this Contract is **$1,341,245.00**. Payments will be made by the City to the Contractor for the work performed, including all labor, material, equipment, and utility and transportation services, to complete said public improvements, at the times and in a manner provided in the specifications, and at the unit prices stated in Contractor's proposal. For all moneys earned by the Contractor may, at his request and expense, substitute equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contract Code.

4. **Component Parts:** This Contract shall consist of the following documents, each of which is on file in the office of the City Clerk and all of which are incorporated herein and made a part hereof by this reference thereto:

a. This Contract
b. Notice Inviting Sealed Proposals
c. Contractor's Proposal
d. Faithful Performance Bond
e. Labor and Material (Payment) Bond
f. General Conditions
g. Special Provisions
h. Standard Specifications
i. Standard Plans
j. Plans and Detailed Drawings

5. **Wage Scale:** The City has obtained from the Director of Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification or type of workman required to execute this Contract. A copy of said prevailing rate of per diem wages is on file in the office of the City Engineer, to which reference is hereby made for further particulars. The prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted by the Contractor at the job site. The Contractor shall comply with the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the California Labor Code, and particularly Sections 1775 and 1776 thereof.

6. **Hours of Labor:** The Contractor shall forfeit, as penalty to the City, Fifty dollars ($50.00) for each worker employed in the execution of the Contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, if the Contractor is in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of Labor Code.

7. **Apprentices:** The Contractor shall be responsible for compliance with provisions of Labor Code Section 1777.5 for all apprenticeable occupations. In accordance with the provisions of said Section 1777.5, and in accordance with the rules and procedures of the California Apprenticeship Council, properly indentured apprentices shall be employed in the prosecution of the work. The ratio of apprentices to journeymen who shall be employed in the respective crafts or trades may be the ratio stipulated in the contract under which the apprenticeship committee operates, but in no event shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided pursuant to said Section 1777.5. Willful failure by the Contractor to comply with said Section 1777.5 shall result in his being denied the right to bid on a public works contract for a period of one year from the date the determination of noncompliance is made by the Administrator of Apprenticeship and the imposition of civil penalties, as more particularly set forth in Section 1777.7 of said Labor Code.

Information relative to the number of apprentice standards, wage schedules, and other requirements shall be obtained from the Director of the Department of Industrial Relations, ex officio the

Administrator of Apprenticeship, San Francisco, California, or from the division of Apprenticeship Standards and its branch offices.

8. **Labor Discrimination:** Attention is directed to Section 1735 of said Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin or ancestry, physical handicap, medical condition, marital status or sex of each persons, except as provided in Section 12940 of the Government Code, and section is subject to all the penalties imposed for a violation of this chapter."

9. **Worker's Compensation Insurance:** In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700 of said Labor Code), the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

By execution hereof, the undersigned Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and performance of the work of this contract.

10.**Ineligible Contractors:** Contractor is expressly prohibited from employing any "ineligible subcontractors" (as defined in Labor Code Section 1777.1) on the project described herein.

11.**Attorneys' Fees**: In the event that the City is required to bring legal action against Contractor related to this agreement, the City, if determined to be the prevailing party, shall be entitled to recover its attorney's fees from Contractor.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

CITY OF CLAYTON

By: ______________________________
Mayor

Attest: ______________________________
City Clerk

Approved as to Form & Procedure

____
City Attorney

MCK SERVICES, INC.

By: ______________________________

By: ______________________________
"Contractor"

____
Street Address

____
City, ZIP Code

____
Mailing Address (if different)

____
P.O. Box

____
City, ZIP Code

____
Contact Person

____
Telephone Number

____
Federal Tax I.D. Number

EXHIBIT A

CONTRACTOR BID PRICES

OLD MARSH CREEK ROAD OVERLAY PROJECT					
Item #	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1	Mobilization	1	LS	$29,423.00	$29,423.00
2	Project Sign	2	EA	2,100.00	4,200.00
3	Traffic Control System	1	LS	24,813.32	24,813.32
4	Street Base Repair	500	SF	3.75	1,875.00
5	2" AC Overlay including grinding and fabric	211,262	SF	0.99	209,149.38
6	Pedestrian Ramp Modifications	42	EA	700.00	29,400.00
7	Replace Traffic Signal Loop	6	EA	400.00	2,400.00
8	Adjust Water Valve Can	6	EA	225.00	1,350.00
9	Adjust Monument Can	5	EA	225.00	1,125.00
10	Adjust Manhole Cover	6	EA	425.00	2,550.00
11	Adjust Misc. Utility Cover	2	EA	425.00	850.00
12	12" White Line (Thermoplastic)	539	LF	2.40	1,293.00
13	Detail 30	205	LF	2.00	410.00
14	Detail 33	990	LF	1.60	1,584.00
15	Detail 38C	1,151	LF	1.00	1,151.00
16	Detail 39	7,553	LF	0.75	5,664.75
17	Detail 39A	954	LF	0.70	667.80
18	Type IV Arrow	26	EA	60.00	1,560.00
19	Type VII Arrow	2	EA	108.00	216.00
20	"BIKE LANE" Marking	24	EA	60.00	1,440.00
21	"SIGNAL AHEAD" Marking	1	EA	250.00	250.00
22	"STOP" Marking	8	EA	88.00	704.00
23	"TRAIL XING" Marking	4	EA	250.00	1,000.00
24	Blue Reflective Markers	5	EA	15.00	75.00
OLD MARSH CREEK ROAD OVERLAY TOTAL					**$323,151.85**

2010 PAVEMENT REHABILITATION PROJECT					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Street Base Repair	2,300	SF	$3.75	$8,625.00
2	Leveling Course	100	TON	90.00	9,000.00
3	Thin Overlay	707,140	SF	0.82	579,854.80
4	Pavement Reconstruction	213,385	SF	1.45	309,408.25
5	Adjust Water Valve Can	130	EA	225.00	29,250.00
6	Adjust Monument Can	119	EA	225.00	26,775.00
7	Adjust Manhole Cover	92	EA	425.00	39,100.00
8	Adjust SSCO Cover	13	EA	425.00	5,525.00
9	Adjust Round Utility Cover	2	EA	425.00	850.00
10	12" White Line (Thermoplastic)	781	LF	2.50	1,952.50
11	Detail 4	4,889	LF	0.40	1,955.60
12	Detail 10	50	LF	1.00	50.00
13	Detail 23	2,246	LF	1.00	2,246.00
14	"AHEAD" Marking	1	EA	148.00	148.00
15	"STOP" Marking	26	LF	88.00	2,288.00
16	Blue Reflective Markers	51	EA	15.00	765.00
17	Green Reflective Markers	3	EA	100.00	300.00
2010 PAVEMENT REHABILITATION TOTAL					**$1,018,093.15**
GRAND TOTAL					**$1,341,245.00**

LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care different from the standard of care imposed by law.

It is understood and agreed that neither the City of Clayton ("City") nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCK Services, Inc. (Contractor") under or in connection with any work, authority or jurisdiction delegated to the Contractor under this agreement. It is understood and agreed that pursuant to Government Code Section 895.4 Contractor shall defend, indemnify and save harmless the City, its officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the Contractor under or in connection with any work, authority or jurisdiction delegated to the Contractor under this agreement.

The Contractor waives any and all rights to any type of express and implied indemnity against the City, its officers and employees arising from any work, authority or jurisdiction delegated to the Contractor under this agreement.

Executed on ____________________________, 2010

MCK SERVICES, INC.

By ____

____

TITLE

Agenda Date: 9-7-10

Agenda Item: 9b

CITY OF CLAYTON

Founded 1857 . . Incorporated 1964

Approved:
Gary A. Napper City Manager/Executive Director

STAFF REPORT

ACTION ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: September 7, 2010

SUBJECT: Consider the award of contract to Miracle Playsystems, Inc (Alamo, CA) in the amount of 44,133.69 for the purchase and installation of a new small tot lot with resilient play surface in Lydia Lane Park using developer impact mitigation monies [CIP No. 10336- Phase II)], and $6,200 from deferred maintenance funds for the installation of power, connecting path, signs/poles and park bench with back.

RECOMMENDATION

Approve the installation of a small tot lot at Lydia Lane Park for the active use Phase II area, and authorize the City Manger to execute contract using CMAS contractor Miracle Playsystems Inc for the purchase and installation of a new small tot lot with resilient play surface in Lydia Lane Park using developer impact mitigation monies of $44,133.69; and $6,200 from deferred maintenance funds for the installation of power, connecting paths, signs/poles and park bench with back.

BACKGROUND

In the 1988 Lydia Lane Park had improvements established in two phases: Phase I included the passive area consisting of lawn, paths and a picnic table; and Phase II which included future active use area, which is the unimproved area near the parking lot. In 1988 the Phase II considered a future volley ball court for the active area. However, nearby neighbors concerns of volleyball court and lack of funds resulted in the City not proceeding with any project for the Phase II active use area., and deferring the type of active use until a later point when funds became available.

During the CIP budget process in June 2010 the City Council designated the use of developer mitigation monies from the Mitchell Creek Place project which were specified for use at Lydia Lane Park. These funds must be spent by September 2012; if these funds are not expended for the intended purpose by this date they may be required to be returned to the developer.

DISCUSSION

Since June CIP budget, the City Council established a Council subcommittee of Councilmebers Pierce and Gellar to work with staff to determine how to proceed and what tot lot equipment to consider. In light of the time line, City staff determined that use of a State approved contractor (CMAS) would allow the project to be done within the time limits. The state has already publicly bid this type of work and the City is allowed to use the state approved contractors without doing a separate bid thus reducing the time and cost for the City to undertake its own specifications design and public bidding process. The City utilized this process for the purchase and installation of the North Valley tot lot. City staff contacted three of the state pre-approved contractors. Only Micacle Playsystems Inc. responded. They are the same company that installed the North Valley tot lot. Staff has been very pleased with the work and the performance of the North Valley tot lot. Resilient surface will also be used with this equipment, as well as being designed to deter loitering of older youth in the evening. The City has not experienced any problems with the North Valley tot lot equipment or resilient surface, which was installed more than eight years ago.

The subcommittee also worked with staff on selection of appropriate equipment, and site location. The subcommittee looked at various design options with the funds available. The subcommittee selected a small play structure which will include two slides, a small rock wall, a platform with roof, and assorted play items. There will also be a protective surface area around the play equipment. The color of the equipment would be generally tans and greens so that it would not be noticeable from nearby residences. The equipment the subcommittee selected is designed and manufactured for 5 to 12 year old age range. This age range of equipment is more durable than that for under 5 and is consistent with other tot lot equipment the city already has. Children younger than 5 can use the equipment although some may need parent assistance or more parental supervision.

The location is within the area the City Council designated for active recreational use when the park plan was approved by the City Council in 1988. Other considerations include: proximity to the parking lot for security, visibility; emergency/medical vehicle access, and access for maintenance and maintenance vehicles. Existing topography and underground drainage and utilities also lend itself to this location's suitability. The ground area for the actual play structure is 23 feet by 13 feet (apx. 299 sq ft).It is 35 feet by 26 feet making the over all size of the play ground (apx. 910 sq. ft.). The nearest back yard fences from the play area are approximately 50 feet away from the edge of the play surface/tot lot perimeter. The overall height of the play structure is apx. 17 feet to the top of the roof. The middle play platform is apx. 5 feet above grade and the top entry into the curve slide is apx. 10 feet above the ground. Nearby vegetation obstructs views into residential yards and homes.

The subcommittee also met with nearby neighbors on August 21 at Lydia Lane Park. At this meeting the site area was field marked and a pole was placed to show location and height of the potential tot lot. Diagrams of the equipment and informational Q&A sheets were provided. About 14 nearby residents attended the meeting. All of the comments received back were positive. A suggestion of having a park bench with a back placed nearby in a shade area by the tot lot was also suggested by the neighbors, and the subcommittee agreed that this should be incorporated into the project. (Staff evaluated the option of having an Eagle Scout construct the park bench – however they only do the flat top benches. The bench also would need to be placed onto a concrete pad to anchor it securely).

TIMELINE

It is expected that after City Council action it will take a couple of weeks to execute the contract. Thereafter the contractor will order the equipment and materials, which could be ready within 2-6 weeks; once the equipment is obtained it would take a few weeks to install. Total amount of time would be 10-12 weeks from the execution of the contract, with expected installation in late October to early November.

FISCAL IMPACT

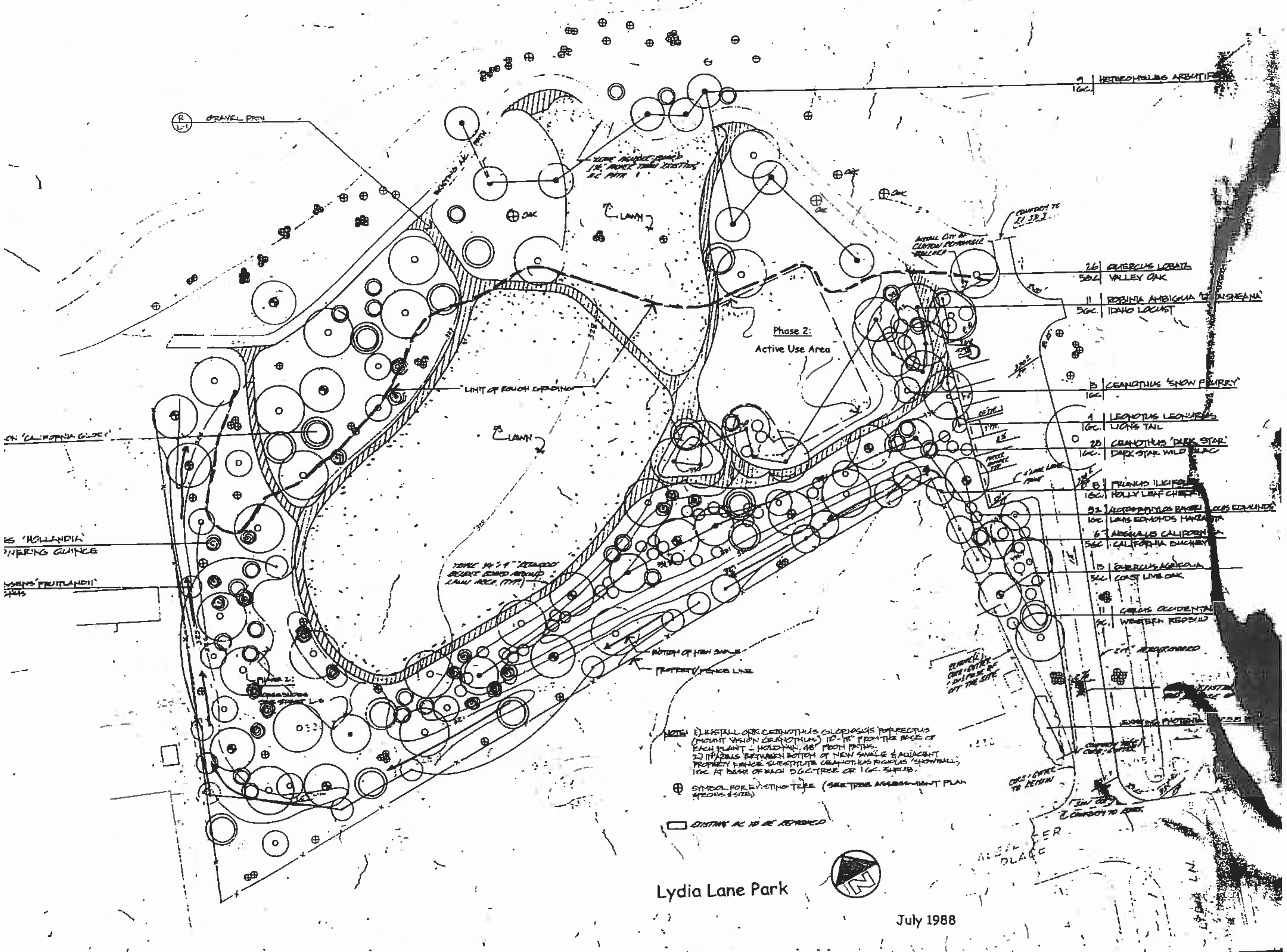
The $44,133.69 includes the tot lot equipment, play surface, boarder curbing, loitering deterrent design feature and installation and are covered by developer impact mitigation fees. The cost for the staff to install small connecting path, installation of power supply, and park bench would be an additional $6,200 which can be funded from deferred maintenance funds.

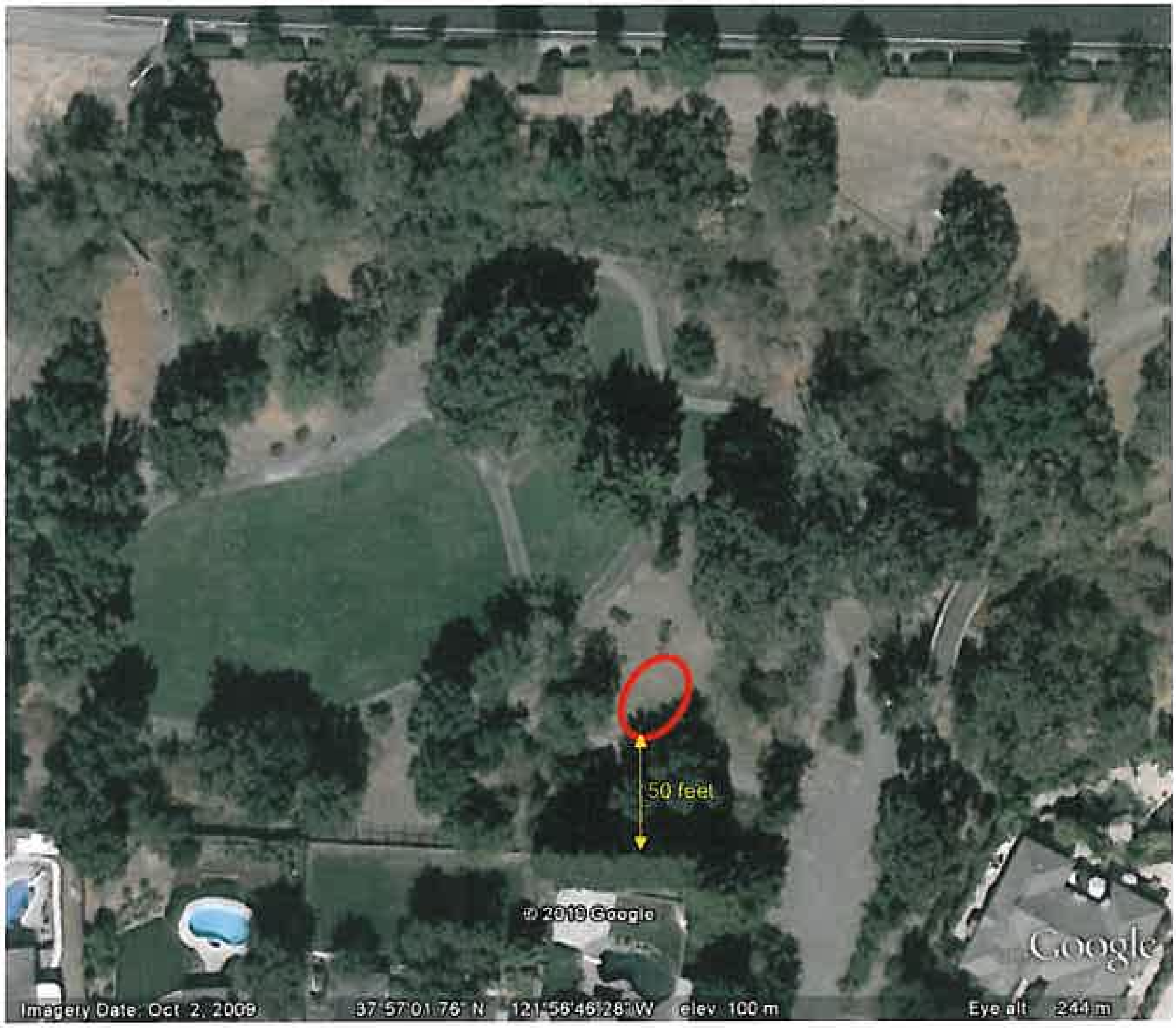
CONCLUSION

Approve the installation of a small tot lot at Lydia Lane Park for the active use Phase II area, and authorize the City Manger to execute contract and procure using CMAS contractor Mircle Playsystems Inc for the porches and installation of a new small tot lot with resilient play surface in Lydia Lane Park using developer impact mitigation monies of $44,133.69; and to appropriate $6,200 from deferred improvement funds for the installation of power, connecting paths, signs/poles and park bench with back.

Attachments:

Lydia Lane Park Layout diagram
Tot Lot Location diagram
Tot Lot Equipment picture
Cost from CMAS contractor Manacle Playsystems Inc.
Overall project budget
Invite letter sent to neighbors for Aug 2, 2010 site subcommittee meeting
Photos of Lydia Lane Park with tot lot location


Phase 2:
Active Use Area
LAWN
LAWN
GRAVEL PATH
LIMIT OF ROUGH GRADING
9 HETEROMELES ARBUTIFOLIA
26 QUERCUS LOBATA
VALLEY OAK
11 ROBINIA AMBIGUA
IDAHO LOCUST
8 CEANOTHUS 'SNOW FLURRY'
4 LEONOTIS LEONURUS
LIONS TAIL
20 CEANOTHUS 'DARK STAR'
DARK STAR WILD LILAC
8 PRUNUS ILICIFOLIA
HOLLY LEAF CHERRY
6 AESCULUS CALIFORNICA
CALIFORNIA BUCKEYE
13 QUERCUS AGRIFOLIA
COAST LIVE OAK
11 CERCIS OCCIDENTALIS
WESTERN REDBUD
BOTTOM OF NEW SWALE
PROPERTY/FENCE LINE
SYMBOL FOR EXISTING TREE
EXISTING AC TO BE REMOVED
Lydia Lane Park
July 1988



LYDIA LANE PARK
Proposed children's tot-lot location

overall use area apx: 35 feet by 26 feet (910 sq feet);
height apx.17 feet to peak of play structure
Distance from nearest residential fence to outside edge of play surface area apx. 50 feet

LYDIA LANE PARK
Proposed children's tot-lot location

area size apx: 35 feet by 26 feet including resilient play surface(red circle) apx 910 sq. ft;
equipment area is apx. 23 feet by 13 feet (blue circle) or apx 299 sq. ft.
equipment height apx.17 feet to peak of play structure.

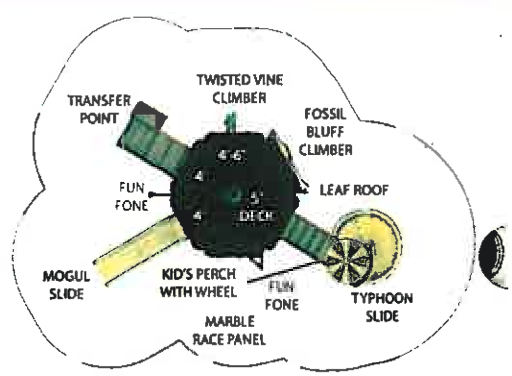
virginia golf club
Bristol, Virginia

704-S033

FOR KIDS AGES 5-12

PROTECTIVE AREA: 35' x 26' (10.7m x 7.9m)
SHIPPING WEIGHT: 4,575 lbs. (2,075kg)
ELEVATED PLAY ACTIVITIES: 5
GROUND LEVEL PLAY ACTIVITIES: 2

Check inside back cover for available color options



MIRACLE
RECREATION EQUIPMENT COMPANY

Equipment Quotation

Quote Number:	64100085
Quote Date:	08/26/2010
Customer Number	94501.05
Terms of Sale:	Net 30
Customer Class:	8. Other
Shipping Method:	Miracle
Freight Terms:	Prepaid
Approximate Ship Date:	ASAP
Cust PO Num:	

Sales Representative
MIRACLE PLAYSYSTEMS INC.
P.O. BOX 263
ALAMO, CA 94507
Phone: (800) 879-7730 Fax: (510) 893-2163

CMAS

Prepared For: MIRACLE PLAYSYSTEMS, INC.
P.O. BOX 263
ALAMO, CA 94507

KIT@MIRACLEPLAYGROUP.COM

Location: CITY OF CLAYTON
6000 HERITAGE TRAIL
CLAYTON, CA 94517

Payment/ Accounting Contact: KIT STEVEN (800) 879-7730

Shipping/ Delivery Contact: MARK JANNEY (925) 673-7327
FAX (925) 672-9969

Quantity	Item Number	Description	Price Each	Price Total
1	704S033	TOTS' CHOICE EXPANSION 4 DECK SYSTEM	$19,965.00	$19,965.00

Color List:
System: TC

Equipment Total:	$19,965.00
Freight:	$2,234.00
SubTotal:	$22,199.00
Tax:	$1,846.76
Grand Total:	$24,045.76

Notes:
*** LYDIA LANE PARK OPT 1 *** *** ACCURATE COLOR SELECTIONS MUST BE MADE PRIOR TO ORDER. COLOR CHART IS ON INSIDE BACK COVER OF OUR CATALOG.

*** WHEN SHIPMENT IS RECEIVED, UNLOADING OF THE TRUCK IS CUSTOMER'S RESPONSIBILITY (TYPICALLY 3 TO 4 ADULTS NEEDED). STORAGE IS NOT INCLUDED; SECURITY OF THE EQUIPMENT IS THE RESPONSIBILITY OF THE CUSTOMER.

*** PLEASE MAKE PURCHASE ORDER AND CHECK TO MIRACLE PLAYSYSTEMS, INC***

***PRODUCT TERMS: NET 30. ***
*** PLEASE FAX QUOTATION TO US WITH YOUR SIGNATURE TO ACCEPT THIS QUOTE AND PLACE THE ORDER.
**** THANK YOU!

I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.

CMAS

miracle playsystems

MIRACLE PLAYSYSTEMS INC

PO BOX 263
ALAMO, CA 94507
T: 800-879-7730
F: 510-893-2163

Estimate

Date	Estimate #
8/26/2010	8673

Name / Address
City of Clayton 6000 Heritage Trail Clayton, CA 94517

Project Name	Terms	Rep
	UPON COMPLETION	

Description	Qty	Rate	Total
Installation of Miracle Playground Equipment as quoted on #64100085.		4,392.00	4,392.00
Prep Inclusive of Base Rock, Site Leveling and Mow-Strip.		4,760.00	4,760.00
Rubber Surfacing Inclusive of Installation in 50% Black & 50% Color.		10,010.00	10,010.00T
*** Lydia Lane Park Opt - 1 ***			

Thank you

Subtotal	$19,162.00
Sales Tax (9.25%)	$925.93
Total	$20,087.93

Signature/Date ____________________

LYDIA LANE TOT LOT BUDGET (CIP No. 10336 – Phase 2)

Miracle Playsystems Inc.
Tot Lot Equipment: $24,045.76 (includes tax)
Resilient Surface: $ 10,935.93 (includes tax)
Minor Site Prep and install of perimeter boarder: $ 4760
Installation and assembly of Tot Lot equipment: $4392

Subtotal: $44,133.69 (funds source developer mitigation fees)

City
Power supply: $3000
Pathway connection $350
Sign/poles: $500
Park Bench with back: $1500 (includes shipping and tax)
Concrete Pad and assembly and install of bench: $850

Subtotal: $6200 (funds source deferred maintenance)

Project Budget: Total : $50,333.69

CITY OF CLAYTON
Founded 1857... Incorporated 1964

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

August 4, 2010

Dear Lydia Lane Park neighbor:

The City cordially invites you to an informational meeting in the field at Lydia Lane Park on Saturday August 21, 2010 at 10:00 a.m.

Using developer-paid restricted-use park improvement monies from the Mitchell Creek Place homes recently built on High Street in the downtown Clayton, the Clayton City Council is considering installing a small children's tot lot in an area within Lydia Lane Park. As a nearby neighbor to this public park, we invite you to learn more about the proposed park improvement, discuss and hear your thoughts on it and answer any questions. We will be gathering at Lydia Lane Park on Saturday August 21 at 10:00 a.m., near the parking lot spaces at the Lydia Lane Park entry. We expect the informal meeting to last no more than an hour.

During this time members of City staff as well as City Council Members Julie Pierce and Howard Geller will be there to share information about the proposed park addition. At this meeting the location and type of play equipment under consideration will be provided and an opportunity for you to ask questions and to provide us with your input.

We hope you will be able to attend and look forward to sharing details with you and listening to your comments.

If you have any questions, please contact Laura Hoffmeister, Assistant to the City Manager, at 673-7308 or via email LHoffmeister@ci.clayton.ca.us.

Sincerely,

Laura Hoffmeister

Laura Hoffmeister,
Assistant to the City Manager

View from Parking Lot into Lydia Lane Park toward tot lot location

View from path/adjacent residence rear yard fence line toward tot lot

Views from park toward parking lot across tot lot location

View from proposed tot lot location along adjoining residential properties
(Parking lot is to the left)

Informational display set up August 21, 2010 neighborhood meeting with City Council subcommittee

Agenda Date: 9-7-10

Agenda Item: 9c

CITY OF CLAYTON
Founded 1857... Incorporated 1964

Approved:
Gary A. Napper City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

Merry Pelletier, Finance Manager MP

David Woltering, Community Development Director DW

Dan Lawrence, Chief of Police DL

DATE: September 7, 2010

SUBJECT: Revised Master Fee Schedule for City Services and use of City Facilities and Parks

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution amending the Fee Schedule for City Services and Use of Public Facilities and Parks for FY 2010-2011.

BACKGROUND

The City of Clayton has established annual review of user fees to ensure that user fees are set appropriately and updated, based upon various cost and revenue considerations. The current fee schedule for use of City Facilities and Parks was established by Resolution No. 36-2009 on September 15, 2009.

Since last year the staff has determined that the following changes need to be made to the fee schedule:

Planning Permits:

Use Permit Administrative Review: Time $250 minimum deposit – change to Use Permit Fences Administrative Review $150:

The category description needs to be modified to be consistent with the Zoning Code where certain height fences can be processed by the Community Development Director. The staff was using the deposit account method for this type of review, as there was not any history on the staff time and costs involved. Since being established, staff has processed several of these applications and determined that the costs are $150. Staff time to complete this process involves reviewing the application form, reviewing the request to determine if it meets the findings in the zoning code, follow-up conversations in person and by phone with the applicant, and site visit, and issuing either a written approval with findings and conditions, or written denial with findings and conditions.

Construction and Demolition Recycling and Waste Management Plan: $130 per single family permit. When this requirement by the state was imposed the City staff was not sure what time it would take to review and process the plan and to make review and verification of compliance. Staff set up a deposit account method to cover both staff time in processing and verification, as well as the need to have a deposit to ensure compliance. Staff now has experience in processing these requests and found that it takes about 1.15 hours of time for the review of initial submittal, final compliance review and verification of the receipts, including calculations to ensure that the project has complied with the recycling minimum. There is an additional .25 hour of administrative financial support costs, for each deposit account. Thus the total permit fee should be $130 per residential permit. The establishment of a flat fee reduces the work load of the finance department and staff in tracking its time for each application. There would still be compliance deposits ($2000 for projects from 400 sq feet to 2000 sq ft; for projects greater than 2000 sq feet the current deposit of $2000 plus $1/sq foot of new renovated, remodeled, reconstructed area). These deposits are security that the applicant has motivation to actually do the minimum recycling that is required. For larger subdivisions and commercial projects staff would still charge its time against the deposit accounts, as there is too little history to determine an appropriate flat fee.

Storm Water Inspection Permits:
Minor Storm Water Permit Fee: from $75 to $100
Staff has found that the actual costs for the inspection plus the support administrative work by planning, and/or the Assistant to the City Manager, and finance is greater than the amount previously charged for the permit. The City also collects a refundable deposit of $500 to ensure the compliance or to cover additional inspections if something unexpected arises. However, upon additional analysis by staff it has been found that the permit fee does not fully cover the staff costs. If the city does not increase the fee the General Fund would continue to subsidize the cost of $25 per permit. These permits are to implement state requirements related to stormwater regulations related to small construction projects including that of single family residences.

Standard Storm Water Permit Fee: from $75 to $125
Staff has found that the actual costs for the inspection plus the support administrative work by planning, and/or the Assistant to the City Manager, and finance is greater than the amount previously charged for the permit. The City also collects a deposit of $2000 to ensure the compliance and to cover additional required inspections. However, upon additional analysis by staff it has been found that the permit fee does not fully cover the staff costs. If the city does not increase the fee the General Fund would continue to subsidize the cost of $50 per permit. These permits are to implement state requirements related to stormwater regulations related to typical construction projects including that of additions and new individual single family residences. The finance staff must track and input all time spent on the numerous inspections or time of other staff against the deposit account over the life of the construction project. Since the establishment of this fee staff has been able to review its actual support costs and found that the fee should be increased to $125.

Police Fees:

Late Fee for Parking Violation: $35 per citation.

Staff is recommending this new fee as the new vendor that manages and processes the parking citations has additional costs related to late payments. The vendor requires payment within 21 days, and thereafter a late fee of $35 is charged. The fee includes the costs of time to produce letters, mailing to the violator, and notice to DMV. Without this fee the city would have to pay the added late fee costs incurred by the vendor.

Citation Sign off for Correctable Offenses: from $10 to $20/Citation, Non-Resident only

This fee was first established in 2009. Staff recommends increasing the fee to $20 consistent with adjacent city and to cover staff costs. Staff has found the adjacent city has a fee of $20 for non residents and $15 for residents. State law requires any authorized police staff to sign off correctable offense citations (commonly referred to fix it tickets). More non residents are coming to Clayton in order to avoid the adjacent city's higher fee. Time is spent by the staff to leave the office and visually inspect the correction, and complete sign off and process fee payment. Actual costs are closer to the $20 for these tasks. There still would be no fee associated with a Clayton resident or for a citation issued by a Clayton officer. Currently, the department signs-off approximately 90 citations from non-residents each year. If this rate were to remain consistent, the fee increase would recover an additional $900 per year in labor time.

Rental/Facility Use Fees:

Endeavor Hall Reservation rental change of time (same date): $35 (less than 30 days prior to the event)

This fee has been in use as part of the rental policy for the facility that City Council approved with the establishment of Endeavor Hall. However, it has not been included in the fee schedule. For consistency it should be also included in the fee schedule, and thus is being recommended for inclusion with this update. This fee covers staff time to check and make changes on the schedule, as well as contacting and coordinating the availability of the facility attendant to make the change.

Endeavor Hall Reservation date change: $45 (less than 90 days prior to the event)

This fee has been in use as part of the rental policy for the facility that City Council approved with the establishment of Endeavor Hall. However, it has not been included in the fee schedule. For consistency it should be also included in the fee schedule, and thus is being recommended for inclusion with this update. This fee covers staff time to check and make changes on the schedule, as well as contacting and coordinating the availability of the facility attendant to make the change.

Sports Field Rental change of time (same date): $35 (less than 7 calendar days prior to use date)

City staff has found that many times during the season the leagues change their play time often a day prior to its use. This causes staff to check schedules and re-contact the group and then work out a reschedule the time on the calendars and reenter the data and then reprint and resend the updated information to maintenance and police. The staff then needs to repost the updated schedule at the fields bulletin board. Often there may be time spent to recalculate rental fees if the time of use hours is less or more. These requests require staff to respond quickly taking away from other planned and scheduled work load items. This fee would cover the work of staff to make the change. Changes that are made prior to 7 days would not have a fee as staff would be able to accommodate as part of regular established work priorities.

Sports Field Rental date change: $45 (less than 7 calendar days prior to use date)
City staff has found that many times during the season the leagues change their prior reservation use dates. This causes staff to check schedules and re-contact the group and then work out a reschedule date on the calendars and reenter the data and then reprint and resend the updated information to maintenance and police. The staff then needs to repost the updated schedule at the fields bulletin board. Often there may be time spent to re-calculate fees if the date changes are different (ie less days more days). These requests require staff to respond quickly taking away from other planned and scheduled work load items. This fee would cover the work of staff to make the change. Changes that are made prior to 7 days would not have a fee as staff would be able to accommodate as part of regular established work priorities.

Sports Field Rental cancellation: No refund if cancellation less than 14 calendar days prior to use date.
More frequently city staff has been having requests by field rental user for a refund shortly before their use. The City has not had any policy to address therefore staff was providing a full refund, usually about $36-$60. The late cancellations however do not allow for adequate time for other users to consider a field rental. Full refunds would be allowed if cancellation is more than 14 days in advance. Staff recommends no refund if the cancellation is less than two weeks from the use date.

Administrative Fees:
Business License Renewal or Exempt License: from $10 to $25
Staff time to prepare renewal notices, send renewals, input data and issue and mail the business license is $40 per business. In 2009 the city first initiated this fee at a lesser rate of $10 to offset some of the staff time for inputting data and sending out renewal notices. Last fiscal year there were apx. $16,000 of administrative costs involved for processing 400 businesses licenses, thus the subsidy totaled $12,000. Staff is recommending a small increase of fifteen dollars. A fee of $25 would cover more of the staff cost. Many other cities have established a full recovery annual renewal/ registration fee to offset city staff costs. If the $25 fee was established an additional $6000 in new revenue would result and better cover the costs of the renewal or exempt permit processing.

FISCAL IMPACT

Adjustments to our Master Fee Schedule are consistent with public policy that user-based municipal services bear their own costs. The proposed changes would accomplish this objective and in each instance no fee is higher than the true cost to provide the service or use.

CONCLUSION

Staff affirms the proposed Master Fee Schedule closely reflects the actual direct costs related to the provision of these City services. Staff recommends approval of the revised Master Fee Schedule for City Services and Use of Public Facilities and Parks.

Changes and additions to the fee schedule have been noted in bold red italic font in Exhibit A.

Attachments:

- Resolution __-2010
- Exhibit A to Resolution __-2010

Merry\staff report\city master fee schedule\9-07-10

RESOLUTION NO. __-2010

A RESOLUTION AMENDING THE CITY MASTER FEE SCHEDULE FOR CITY SERVICES AND USE OF PUBLIC FACILITIES AND PARKS

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the City of Clayton has various user fees for City services and facilities that are updated annually to reflect increases in costs to provide said services; and

WHEREAS, the City staff did develop data to substantiate proposed changes to fees which would not exceed the estimated reasonable cost of providing service or using the facility for which a fee is charged; and

WHEREAS, the fees reconsidered herein are not developer fees, and thus not subject to section 66017(a) of the California Government Code, and thus will become effective upon adoption of said Resolution; and

WHEREAS, the City Council of Clayton, California does deem it necessary to set and add the following fees to the Master Fee Schedule:

Late Fee – Parking Violations: $35 per citation
Construction and Demolition Permit: $130 per single family house
Endeavor Hall Reservation rental change of time (same date): $35 (less than 30 days prior to the event)
Endeavor Hall Reservation date change: $45 (less than 90 days prior to the event)
Sports Field Rental change of time: $ 35 (less than 7 calendar days prior to use date)
Sports Field Rental date change: $45 (less than 7 calendar days prior to use date)
Sports Field Rental cancellation: No refund (less than 14 calendar days prior to use)

WHEREAS, the City Council of Clayton, California deem it necessary for the following fees to be adjusted in the Master Fee Schedule:

Citation Sign off for Correctable Offenses: from $10 to $20/Citation, Non-Resident only
Minor Storm Water Permit Fee: from $75 to $100
Standard Storm Water Permit Fee: from $75 to $125
Use Permit Administrative Review from Time $250 minimum deposit to
Use Permit Fences Administrative Review: $150
Business License Renewal for all businesses including exempt: from $10 to $25

NOW THEREFORE BE IT RESOLVED that the City Council of Clayton, California does hereby set, adjust and approve the various fees for certain City services and use of public facilities and parks, as set forth in the attached Exhibit "A" as the City Master Fee Schedule.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on 7th day of September 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

Hank Stratford, Mayor

ATTEST:

Laci J. Jackson, City Clerk

EXHIBIT A - RESO ____ 2010

COMMUNITY DEVELOPMENT DEPARTMENT FEE SCHEDULE 2009-10

ANNEXATIONS	
Annexation	Time--$5,000 minimum deposit
GENERAL PLAN / ZONING ORDINANCE AMENDMENTS	
General Plan Map or Text Amendment	Time--$5,000 minimum deposit
Pre-zoning / Re-zoning	Time--$5,000 minimum deposit
Zoning Ordinance Text Amendment	Time--$5,000 minimum deposit
SITE PLANS / DEVELOPMENT PLANS	
Site Plan Review Permit - Residential	Time--$1,000 minimum deposit
Site Plan Review Permit - Residential - Amendment	Time--$1,000 minimum deposit
Site Plan Review Permit - Non-Residential	Time--$5,000 minimum deposit
Site Plan Review Permit - Non-Residential - Amendment	Time--$2,000 minimum deposit
Development Plan	Time--$5,000 minimum deposit
ENVIRONMENTAL REVIEW	
Environmental Review	Time--$5,000 minimum deposit
PERMITS	
Home Occupation Permit - Administrative Review	$150
Home Occupation Permit - Planning Commission Review	Time--$500 minimum deposit
Use Permit – **Fences** Administrative Review	~~Time--$250 minimum deposit~~ **$150**
Use Permit - Residential - Planning Commission Review	Time--$1,000 minimum deposit
Use Permit - Non-Residential - Planning Commission Review	Time--$5,000 minimum deposit
Temporary Use Permit – Administrative Review	$150
Temporary Use Permit – Planning Commission Review	Time--$500 minimum deposit
Sign Permit - Administrative Review	$50
Sign Permit - Planning Commission Review	Time–$1,000 minimum deposit
Temporary Storage Permit	$50
Second Dwelling Unit Permit - Administrative Review	$250 ($100 RDA-LMI contribution)
Tree Removal Permit - Administrative Review w/o Notice	$10 / tree. Minimum $30
Tree Removal Permit - Administrative Review w/Notice	$50 / tree. Minimum $100
Tree Removal Permit - Planning Commission Review	Time--$500 minimum deposit
Tree Replacement In-Lieu Fee	Time–$1,000 min deposit $525 (24" box tree)
Building Moving Permit	Time–$1,000 minimum deposit
Noise Permit - Administrative Review	$150
MISCELLANEOUS	
Variance - Residential	Time--$1,000 minimum deposit
Variance - Nonresidential	Time--$5,000 minimum deposit
Appeal - Administrative Decisions	$50
Appeal - Planning Commission Decisions - Residential	$250
Appeal - Planning Commission Decisions - Non-Residential	$500
Time Extension Request	Time - $500 minimum deposit
Contract Administration	Time–$1,000 minimum deposit
Electronic copy of document on disc	$10 / disc
Large Family Day Care Home Permit	Time $500 minimum deposit
Pre-Application Consultation Deposit	Time--$1,000 minimum deposit
CONSTRUCTION & DEMOLITION PLAN DEPOSITS	
Construction & Demolition Recycling & Waste Management Plan Permit – Single Family Residence	**$130**
Construction & Demolition Recycling & Waste Management Plan Deposit	Time–$2,000 min deposit + $1/sq ft of new renovated, remodeled, reconstructed area > 2,000 sq ft of gross building area
Habitat Conservation Plan/Natural CC Plan	Time $1,000 minimum deposit

CITY ENGINEER FEE SCHEDULE	
SUBDIVISIONS	
Tentative Map Application	Time--$5,000 minimum deposit
Lot Line Adjustment	Time--$1,000 minimum deposit
Lot Merger	Time--$1,000 minimum deposit
Reversion to Acreage	Time--$2,000 minimum deposit
Final Map Filing Fee	$500/map
Final Map Checking Fee	Time-- $2,500 minimum deposit
Const. Plans Checking	Time-- $2,500 minimum deposit
Const. Inspection--Public Improvements	9% of Bond Estimates
Const. Inspection--Private Improvements	9% of Bond Estimates
Const. Inspection--Sanitary Sewer	3% of Bond Estimates
PARCEL MAPS	
Parcel Map Application	Time--$2,000 minimum deposit
Final Parcel Map Filing Fee	$100 / map
Parcel Map Checking Fee	Time--$1,000 minimum deposit
Const. Plans Checking	Time-- $1,000 minimum deposit
Const. Inspection --Public Improvements	9% of Bond Estimates
Const. Inspection--Private Improvements	9% of Bond Estimates
Const. Inspection--Sanitary Sewer	3% of Bond Estimates
GRADING PERMITS	
Grading Permit Filing Fee	$150 / permit
Grading Permit Plan Check	Time--$1,000 minimum deposit
Grading Inspection	Time--$1,000 minimum deposit
MINOR ENCROACHMENT PERMITS	
Standard Encroachment Permit-Pools, driveways, minor concrete repair	$75 / permit
MAJOR ENCROACHMENT PERMITS (Anything not Minor)	
Major Encroachment Permit	$50 / permit
Major Plan Check	Time--$2,500 minimum deposit
Major Inspection	Time--$2,500 minimum deposit
Cash Bond Major Encroachments (may be surety if > $10,000)	Per City Engineer
STORM WATER INSPECTION PERMITS	
Minor Stormwater Inspection-project that does not disturb ground (interior remodels, etc.)	~~$75~~ 100/ permit + Time--$500 minimum deposit
Standard Stormwater Inspection-pools, driveways, minor concrete repairs, minor ground disturbances such as room additions and the like	~~$75~~ 125 / permit + Time-- $2,000 minimum deposit
Major Stormwater Inspection	Time–$5,000 minimum deposit
Annual Verification Inspection - Residential	$45/unit
Annual Verification Inspection – Homeowners Association	$100/HOA
Annual Verification Inspection – Commercial	$100/acre
Documentation Compliance Review Fee - Residential	$72/unit
Documentation Compliance Review Fee - HOA	$100/HOA
Documentation Compliance Review Fee - Commercial	$100/acre
Annual State Reporting preparation/filing Fee – Residential	$53/unit
Annual State Reporting preparation/filing Fee – HOA	$100/HOA
Annual State Reporting preparation/filing Fee – Commercial	$100/acre

POLICE DEPARTMENT FEE SCHEDULE	
Residential Alarm System Registration	$25 / house
Commercial Alarm System Registration	$50 / commercial occupancy
Bicycle License	$3 / License
Vehicle Release	$130 / cash per vehicle
Police Reports: Residents, Non-Residents/Insurance	$15, $25
VIN Verifications	$35
Clearance Letters	$25
Police Enforcement on Party Ordinance	Time
Police Enforcement of DUI involving accident	Time Maximum $12,000
Enforcement of Suspended or Revoked Licenses	Time
Alcohol Beverage Permit	$50/permit
Booking Fees	As established by County or agreement with Concord
False Alarm Fee	Established by Ordinance
Tobacco Sales Permit	$75 / permit
Taxicab Permit Fee	$253 / New Permit $97/renewal
Witness Fees per Government Code section 68096-1 if a City employee is subpoenaed	$200 / day deposit + $0.37 per mile
Administrative Fee for Failure to display Disabled Placards	$25 / violation
Firearms Seizure and Processing Fee	$100 / violation
RV Public Parking Permit Fee - Bona fide guest of a Clayton Resident RV Public Parking Permit Fee - City Resident	$25 / permit $0 / permit
Solicitation Permit	$207 / permit
Citation Sign off for correctable offenses – Non-Resident	~~$10~~ **$20** / citation
Late Fee – Parking Violations	$35/citiation

FEE SCHEDULE FOR RENTAL OF PUBLIC FACILITIES AND PARKS	
Library Meeting Room--Non Profit	
Non-profit - Non-Clayton Based	$42 / hour (any time)
Non Profit - Only Clayton Based	$21 / hour (Mon-Thur) $50 max - 3 hr max
Resident	$52 / hour
Nonresident	$63 / hour
Commercial	$100 / hour
Deposit (for all)	$200 / rental
Endeavor Hall Meeting Room	
Non-profit - Non Clayton Based	$40 / hour (Sun 5:00 pm - Fri 5:00 pm)
Non-profit - Only Clayton Based	$40 / hour (Sun 5:00 pm - Fri 5:00 pm) $100 max
Non Profit and Clayton Based (Weekends)	$150 / hour (Fri 5:00 pm - Sun 5:00 pm)
Resident (Weekdays)	$100 / hour (Sun 5:00 pm -Fri 5:00 pm)
Nonresident (Weekdays)	$120 / hour (Sun 5:00 pm -Fri 5:00 pm)
Commercial (Weekdays)	$150 / hour (Sun 5:00 pm -Fri 5:00 pm)
Resident (Weekends)	$150 / hour (Fri 5:00 pm - Sun 5:00 pm)
Nonresident (Weekends)	$180 / hour (Fri 5:00 pm - Sun 5:00 pm)
Commercial (Weekends)	$250 / hour (Fri 5:00 pm - Sun 5:00 pm)
Deposit	$500 / rental
Reservation rental time change (same date)	**$35 (less than 30 days prior to event)**
Reservation rental date change	**$45 (less than 90 days prior to event)**
City Hall 1st Floor Conference Room--Non Profit	$21 / hour
Resident	$26 / hour
Nonresident	$32 / hour
Commercial	$52 / hour
Deposit	$100 / rental
City Hall Courtyard--Non Profit	$42 / hour
Resident	$52 / hour
Non Resident	$63 / hour
Commercial	$79 / hour
Deposit	$100 / rental
Outdoor Seating Permit	$79 / permit
Community Park and Related Facilities*	
Picnic Area #1	$16 / 4 hours
Non Resident & Commercial	$21 / 4 hours
Picnic Area #2	$16 / 4 hours
Non Resident & Commercial	$21 / 4 hours
Picnic Area # 3	$16 / 4 hours
Non Resident & Commercial	$21 / 4 hours
Picnic Area #4	$37 / 4 hours
Non Resident & Commercial	$48 / 4 hours
Picnic Area #5 (6 separate areas)	$30 / 4 hours - 1 table rental $5 / hour per table when more than 2 tables are rented. 4 hour minimum rental
Picnic Area #5 (6 separate areas) Non Resident & Commercial	$39 / 4 hours - 1 table rental $6.50 / hour per table when more than 2 tables are rented, 4 hour minimum rental
Picnic Area #6 large group area	$250 / day or $30/hr / 4 hr minimum rental
Non Resident & Commercial	$325 / day or $43/hr / 4 hr minimum rental
Picnic Area #5 & #6 Combined	$400 / day or $50/hr / 4 hr minimum rental

Non Resident & Commercial	$520 / day or $65/hr / 4 hr minimum rental
Community Park and Related Facilities*	
Picnic Area #7	$40 / 4 hours
Non Resident & Commercial	$52 / 4 hours
Sports Fields	
Sport Field Adult Rental	$30 / hour
Sport Field Youth Rental	$18 / hour
Sports Field Rental change of time	**$ 35 (less than 7 calendar days prior to use date)**
Sports Field Rental change of date	**$34 (less than 7 calendar days prior to use date)**
Sports Field Rental Cancellation	**No refund less than 14 days prior to use**
Grove Park and Related Facilities	
Entire Facility Rental Security Deposits	$1,500 Deposit for events-no food or beverage
	$1,800 Deposit for events - food and beverage
	$2,160 Deposit for events closing streets
Gazebo Rental Security Deposits	$250
Amplified Sound	$1,000
Entire Facility: Weekends	
Resident and Non-Profit, verification required	$150 hr/ $1,200 day
Non-Resident	$180 hr/ $1,440 day
Commercial	$250 hr / $2,000 day
Special Event Permit/Application Process (non-refundable)	$250
Entire Facility: Weekdays	
Resident and Non-Profit, verification required	$100 hr/ $800 day
Non-Resident	$120 hr/ $960 day
Commercial	$150 hr / $1,200 day
Gazebo: Weekends	1 hour minimum rental
Resident and Non-Profit, verification required	$105 hr/ $840 day
Non-Resident	$126 hr/ $1,008 day
Commercial	$157 hr / $1,256 day
Gazebo: Weekdays	1 hour minimum rental
Resident and Non-Profit, verification required	$75 hr/ $300 day
Non-Resident	$90 hr/ $360 day
Commercial	$112 hr / $450 day
Group Picnic Area: Weekends	4 hour minimum rental 9-5:30
Resident and Non-Profit, verification required	$25 hr/ $175 day
Non-Resident	$30 hr/ $210 day
Commercial	$38 hr / $266 day
Group Picnic Area: Weekdays	4 hour minimum rental 9-5:30
Resident and Non-Profit, verification required	$20 hr/ $160 day
Non-Resident	$24 hr/ $192 day
Commercial	$30 hr / $240 day
Plaza Area: Weekends	4 hour minimum rental 9-5:30
Resident and Non-Profit, verification required	$25 hr/ $175 day
Non-Resident	$30 hr/ $210 day
Commercial	$38 hr / $266 day
Plaza Area: Weekdays	4 hour minimum rental 9-5:30
Resident and Non-Profit, verification required	$20 hr/ $160 day

Non-Resident	$24 hr/ $192 day
Commercial	$30 hr / $240 day
Amplified Sound Equipment Use	
Sound Use Fee (Noise Permit also required)	$21.00 hr
Fountain Operation with Geysers	$324/ 48 hour event

ADMINISTRATIVE FEES	
Document Copying	$.21 / page (>10 page documents)
Audio Recordings of Meetings	$20 refundable deposit
Printed documents (e.g. General plan, budget, etc.)	cost
Video Recordings of Meetings	cost
FPPC Document Copying	$.10 / page
Notary Public Fee - 3rd Party	$10 /document
Business License initial registration fee (New Businesses)	$56
Business License renewal registration fee for all Businesses including Exempt	~~$10~~ $25
Return check service charge	$25
Late Payment Charges for Administrative Fines	Ten (10) percent of original fine for every 30 days or portion thereof. The Late Payment Charge shall not exceed 100 percent of the original fine.

NOTES

Time: means the cost per hour for an employee as determined each July. The determination is based upon salary, benefits, overhead and overtime. Time also means City Engineer's billing (plus 15%), as well as costs of other contracts and expenses.

Audio recordings are kept for 30 days after minutes are approved.

Cost: means the cost of materials, labor and supplies.

Deposits: Deposits are required upon submittal of an application. A minimum deposit is stipulated by these fees. At his or her discretion, the City Manager can reduce the required deposit. Also if in the judgement of staff a minimum deposit is not sufficient the required deposit may be increased. If, after a deposit is made, more funds are needed the applicant will be notified when about 30% of the deposit remains.

If a development project requires multiple applications, only a single deposit shall be required. In such cases, the amount of the deposit shall be the largest single deposit required by any of the applications, or an amount determined by the City Manager, not to exceed the sum of the deposits.

All fixed-cost development application fees are refundable based upon the City amount of staff work completed on the processing the application and subject to approval of the City Manager.

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 9-7-10

Agenda Item: 4d

Approved:
Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR DW

DATE: SEPTEMBER 7, 2010

SUBJECT: LOCAL IMPLEMENTATION OF THE STATE WATER CONSERVATION IN LANDSCAPING ACT OF 2006 (AB 1881) (ZOA 05-09)

RECOMMENDATION

It is recommended that the City Council approve Introduction and First Reading of Ordinance No. 429 for the purpose of implementing within the City of Clayton the provisions of the State Water Conservation in Landscaping Act of 2006, which became effective January 1, 2010.

BACKGROUND

In 2006, State Assembly Bill (AB) 1881 was passed. This legislation directed the California Department of Water Resources (DWR) to develop a new State Landscape Water Conservation Ordinance. DWR prepared this ordinance, which became effective January 1, 2010. The Clayton Planning Commission reviewed the DWR Model Water Efficient Landscape Ordinance at its meetings of November 10, 2009 and November 24, 2009, with related discussion at its February 9, 2010 meeting. This State Ordinance requires all new and rehabilitated landscapes be designed and installed to meet the latest best practices for water use efficiency. All cities and counties in California are required to adopt the State Ordinance as written or develop their own ordinance that is at least as effective in conserving water. Essentially, by stipulating standards for landscape design, irrigation, maintenance, and auditing, the State Ordinance assures greater efficiencies in the use of water for landscaping. Generally, the thresholds established in the State Ordinance for applying these new requirements is 2,500 square feet or greater of landscape irrigated areas for Developer projects and Municipal projects and 5,000 square feet or greater for Owner-Directed single-family residential projects.

While the Planning Commission supported the intent of achieving greater efficiencies in the use of water for landscaping, the Commission found the DWR Model ordinance to be onerous to administer and implement. Consequently, City staff (Community Development Director David Woltering), was encouraged to join with staff members of other local communities and members of the East Bay Municipal Utility District and the Contra Costa Water District to develop an alternative ordinance that would be equally effective as the

DWR ordinance, but less complicated to administer and implement. The result of this joint effort was a Regional Landscape Water Conservation Ordinance. This Regional Ordinance is the base document used to prepare Ordinance No. 429, the proposed "Landscape Water Conservation Standards" Ordinance.

The Regional Ordinance/Ordinance No. 429 improves upon the DWR Ordinance in terms of making administration and implementation of the required standards to achieve water efficiency easier to administer and less complicated to implement. The Regional Ordinance/Ordinance No. 429 includes a checklist of planting and irrigation requirements, simplifying the process for design and review of the related plans. The Regional Ordinance/Ordinance No. 429 uses *Certificate of Compliance* forms. These forms offer the opportunity for self-certification, based on satisfying specified requirements, by designers, installers, and water auditors. This is an important aspect of the Regional Ordinance/Ordinance No. 429 as this self-certification feature should substantially reduce the cost and time for implementation. Additionally, the Regional Ordinance/Ordinance No. 429 provides an incentive for projects that have no turf. Projects with all water-efficient plants and no turf are provided a simplified application process and will be exempt from having to prepare a Maximum Applied Water Allowance calculation.

The Planning Commission reviewed and slightly modified the Regional Ordinance to better meet City of Clayton needs and circumstances at its recent public hearings on August 10, 2010 and August 24, 2010. An example of a local modification is the City's Maintenance Supervisors would be allowed to sign off on required certifications (e.g., design, installation, maintenance, and auditing) for City sponsored projects within Clayton. The Regional Ordinance, as modified, is referred to as Ordinance No. 429, the City of Clayton "Landscape Water Conservation Standards" Ordinance. This ordinance would replace the City's "Water Conserving Landscape Guidelines" contained in Chapter 17.80 of the Clayton Municipal Code. Officially, however, the DWR Model Ordinance is the default ordinance in Clayton for applicable projects until the City adopts an alternative ordinance. The Planning Commission and staff recommend City Council approval of Ordinance No. 429.

FISCAL IMPACT

The costs associated with the implementation of Ordinance No. 429 would be the responsibility of those property owners whose projects meet or exceed the thresholds, and, accordingly must conform to the requirements of the new law.

Attachments:

1. Planning Commission Resolution No. 05-10
2. Ordinance No. 429
3. Minutes Excerpt from the August 24, 2010 Planning Commission Meeting
4. Minutes Excerpt from the August 10, 2010 Planning Commission Meeting
5. Planning Commission Staff Report, dated August 24, 2010
6. Planning Commission Staff Report, dated August 10, 2010
7. Department of Water Resources (DWR) Model Water Efficient Landscape Ordinance, dated September 10, 2009

CITY OF CLAYTON PLANNING COMMISSION
RESOLUTION NO. 05-10

RECOMMENDING CITY COUNCIL APPROVAL OF AN AMENDMENT OF TITLE 17 OF THE MUNICIPAL CODE TO SUPERSEDE AND THEREBY REPLACE THE "WATER CONSERVING LANDSCAPE GUIDELINES" IN THEIR ENTIRETY IN CHAPTER 17.80 WITH "LANDSCAPE WATER CONSERVATION STANDARDS" FOR THE PURPOSE OF IMPLEMENTING ASSEMBLY BILL (AB) 1881, THE WATER CONSERVATION IN LANDSCAPING ACT OF 2006 (ZOA 05-09)

WHEREAS, Assembly Bill (AB) 1881, passed in 2006, requires the California Department of Water Resources (DWR) to develop and implement a new State Landscape Water Conservation Ordinance (State Ordinance); and

WHEREAS, DWR developed the new State Ordinance, which became effective January 1, 2010; and

WHEREAS, all cities and counties in the State of California are to adopt and implement the State Ordinance as written or develop and adopt their own local ordinances that are equally effective in conserving landscape water usage; and

WHEREAS, in the circumstance that a city or county does not formally adopt either the State Ordinance or an equally effective local ordinance by the cited January 1, 2010 date, the State Ordinance becomes the effective default ordinance for local jurisdictions; and

WHEREAS, the Planning Commission reviewed the State Ordinance at its duly noticed meetings of November 10, 2009 and November, 24, 2009, and determined that the complexity of the State Ordinance would make it difficult to administer and implement and, accordingly, supported City staff working with representatives from other regional agencies, including other nearby cities and the County, the Contra Costa Water District (CCWD), and the East Bay Municipal Utility District, with CCWD taking the lead in this effort, to develop an equally effective alternative landscape water conservation ordinance; and,

WHEREAS, City staff participated with other regional representatives to develop an alternative landscape water conservation ordinance, which was developed and, subsequently, presented to the Planning Commission at a duly noticed public hearing on August 10, 2010, as a proposed amendment to Chapter 17.80 of the Clayton Municipal Code, whereby the "Water Conserving Landscape Guidelines" in Chapter 17.80 would be superseded and thereby replaced in their entirety with the proposed "Landscape Water Conservation Standards" for the purpose of implementing the Water Conservation in Landscaping Act of 2006; and

WHEREAS, at its public hearing on August 10, 2010 regarding the "Landscape Water Conservation Standards" ordinance amendment, the Planning Commission received and considered a staff report, background information, allowed for public comments and testimony, and discussed the information received, and, then, directed staff to make certain modifications to the draft ordinance amendment, including that the City's Maintenance Supervisors should be authorized to sign-off on certifications for public landscape and irrigation projects undertaken by City staff within the City of Clayton; and

WHEREAS, the Planning Commission continued the August 10, 2010 meeting to a date certain, its next regular meeting of August 24, 2010, to allow staff to make the directed changes to the draft ordinance amendment prior to making a formal recommendation on the matter to the City Council; and

WHEREAS, at a public hearing on August 24, 2010, the Planning Commission reviewed the revised draft ordinance amendment, determined the proposed amendment would qualify for a categorical exemption in accordance with Section 15061(b)(3) of the State California Environmental Quality Act (CEQA); determined this amendment would be in conformance with the General Plan; determined the public necessity, convenience, and general welfare would require adoption of the amendment; determined there is no evidence this amendment would have the potential for any individual or cumulative adverse effects on fish and wildlife resources or their habitat, as defined in Section 711.2 of the California Department of Fish and Game Code; and, determined the proposed "Landscape Water Conservation Standards" would be equally effective in conserving landscape-related water usage as the State Ordinance.

Now, Therefore, Be it Resolved That:

Section 1. The Planning Commission, based on the previously stated citations, recommends City Council approval of the attached Ordinance, amending Chapter 17.80 of the Clayton Municipal Code, whereby the "Water Conserving Landscape Guidelines" in Chapter 17.80 would be superseded and thereby replaced in their entirety with the proposed "Landscape Water Conservation Standards" for the purpose of implementing the Water Conservation in Landscaping Act of 2006.

Adopted by the Planning Commission on ______________________________.

APPROVED ATTEST

______________________ ______________________

Sandra Johnson
Chair

David Woltering, AICP
Community Development Director

Attachment: "Landscape Water Conservation Standards" Ordinance

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Attachment 2

ORDINANCE NO. 429

AMENDING TITLE 17 OF THE CLAYTON MUNICIPAL CODE BY SUPERSEDING AND REPLACING THE "WATER CONSERVING LANDSCAPE GUIDELINES" IN THEIR ENTIRETY IN CHAPTER 17.80 WITH "LANDSCAPE WATER CONSERVATION STANDARDS" FOR THE PURPOSE OF IMPLEMENTING ASSEMBLY BILL (AB) 1881, THE WATER CONSERVATION IN LANDSCAPING ACT OF 2006 (ZOA 05-09)

THE CITY COUNCIL
City of Clayton, California

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

WHEREAS, Assembly Bill (AB) 1881, passed in 2006, requires the California Department of Water Resources (DWR) to develop and implement a new State Landscape Water Conservation Ordinance (State Ordinance); and

WHEREAS, DWR developed the new State Ordinance, which became effective January 1, 2010; and

WHEREAS, all cities and counties in the State of California are to adopt and implement the State Ordinance as written or develop and adopt their own local ordinances that are equally effective in conserving landscape water usage; and

WHEREAS, in the circumstance that a city or county does not formally adopt either the State Ordinance or an equally effective local ordinance by the cited January 1, 2010 date, the State Ordinance becomes the effective default ordinance for local jurisdictions; and

WHEREAS, the Planning Commission reviewed the State Ordinance at its duly noticed meetings of November 10, 2009 and November, 24, 2009, and determined that the complexity of the State Ordinance would make it difficult to administer and implement and, accordingly, supported City staff working with representatives from other regional agencies, including other nearby cities and the County of Contra Costa, the Contra Costa Water District (CCWD), and the East Bay Municipal Utility District, with CCWD taking the lead in this effort to develop an equally effective alternative landscape water conservation ordinance; and,

WHEREAS, City staff participated with other regional representatives to develop an alternative landscape water conservation ordinance, which was developed and, subsequently, presented to the City's Planning Commission at a duly noticed public hearing on August 10, 2010, as a proposed amendment to Chapter 17.80 of the Clayton Municipal Code, whereby the "Water Conserving Landscape Guidelines" in Chapter 17.80 would be superseded and thereby replaced in their entirety with the proposed "Landscape Water Conservation Standards" for the purpose of implementing the Water Conservation in Landscaping Act of 2006; and

WHEREAS, at its duly noticed public hearing on August 10, 2010 regarding the "Landscape Water Conservation Standards" draft ordinance amendment, the Planning Commission received and considered Staff's report and background information, allowed for public comments and testimony, and discussed the information received, and directed staff to make certain modifications to the draft ordinance amendment, including direction that the City's Maintenance Supervisors be authorized to sign-off on certifications for public landscape and irrigation projects undertaken by City staff within the City of Clayton; and

WHEREAS, the Planning Commission continued the August 10, 2010 public hearing to a date certain, its next regular meeting of August 24, 2010, to allow staff to make the directed changes to the draft ordinance amendment prior to making a formal recommendation to the City Council; and

WHEREAS, at the continued public hearing on August 24, 2010, the Planning Commission reviewed the revised draft ordinance amendment, determined that the proposed amendment would qualify for a categorical exemption in accordance with Section 15061(b)(3) of the State California Environmental Quality Act (CEQA); determined this amendment would be in conformance with the General Plan; determined that the public necessity, convenience, and general welfare would require adoption of the proposed amendment; determined the proposed "Landscape Water Conservation Standards" would be equally effective in conserving landscape-related water usage as would the State Ordinance; and recommended City Council approval of the cited categorical exemption and proposed ordinance amendment; and

WHEREAS, on September___, 2010 and September___, 2010, the City Council held duly-noticed public hearings and gave due consideration to the Planning Commission's recommendation, testimony, comments, and documents received regarding the proposed "Landscape Water Conservation Standards" ordinance amendment; and

WHEREAS, the City Council determined this amendment of the Municipal Code would qualify for categorical exemption from CEQA in accordance with Section 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, the City Council determined this amendment would be in conformance with the General Plan; determined the public necessity, convenience, and general welfare would require adoption of the amendment; and determined the proposed "Landscape Water Conservation Standards" would be equally effective in conserving landscape-related water usage as would the State Ordinance; and

WHEREAS, the City Council determined there is no evidence this amendment would have the potential for any individual or cumulative adverse effects on fish and wildlife resources or their habitat, as defined in Section 711.2 of the California Department of Fish and Game Code.

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

SECTION 1. Title 17 of the Municipal Code shall be amended to supersede and thereby replace in Chapter 17.80 "Water Conserving Landscape Guidelines" in their entirety with the proposed "Landscape Water Conservation Standards", referred to and incorporated herein and provided as an Attachment hereto.

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

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Clayton held on ________________, 2010.

Passed, adopted, and ordered posted by the City Council of the City of Clayton at a regular meeting thereof held on ________________, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON

____

Hank Stratford, Mayor

ATTEST

____
Laci J. Jackson, City Clerk

APPROVED AS TO FORM

____
Dan Adams, City Attorney

APPROVED BY ADMINISTRATION

____
Gary A. Napper, City Manager

I hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Clayton held on ____________, 2010, and was duly adopted, passed, and ordered posted at a regular meeting of the City Council held on___________, 2010.

____
Laci J. Jackson, City Clerk

Attachment: "Landscape Water Conservation Standards"

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Attachment: "Landscape Water Conservation Standards"

Chapter 17.80

LANDSCAPE WATER CONSERVATION STANDARDS

Sections:

17.80.010 Title and Purpose

17.80.020 Definitions

17.80.030 Applicability

17.80.040 Landscape Project Application (LPA) Requirements

17.80.050 Water Efficient Landscape Standards

17.80.060 Landscape Plan Requirements

17.80.070 Landscape Water Audit Requirements

17.80.080 Certifications

17.80.090 Landscape and Irrigation Maintenance Schedule

17.80.100 Stormwater Management

17.80.110 Provisions for Existing Landscapes

17.80.120 Public Education

17.80.010 Title and Purpose. This Chapter shall be known and may be cited as the Landscape Water Conservation Standards Ordinance of the City of Clayton for the purpose of implementing within Clayton the Water Conservation in Landscaping Act of 2006.

17.80.020 Definitions. Certain words and phrases are defined within this Chapter and the definitions herein apply to this Chapter only. Where it appears from the context of such words, phrases, or provisions that a different meaning is intended, the definition shall be determined by the Community Development Director.

A. "Applicant" means the individual or entity submitting a Landscape Project Application (LPA) required under Section 17.80.040 of this Chapter to request a permit, plan check, or design review from the City of Clayton, or requesting new or expanded water service from the local water district. A project applicant may be the property owner or his or her designee.

B. “Applied water” means the portion of water supplied by the irrigation system to the landscape.

C. “Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from an irrigation system.

D. “Certified irrigation system auditor” means a person certified by the U.S. Environmental Protection Agency’s WaterSense Irrigation Partners Program.

E. “Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

F. “Emission Device” means any device that is contained within an irrigation system that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, bubblers, and drip irrigation emitters.

G. “Estimated Total Water Use (ETWU)” means the estimated total water used for the landscape, as described in the City of Clayton Water Allowance Work Sheet.

H. “ET adjustment factor (ETAF)” means a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency which are two major influences upon the amount of water that needs to be applied to the landscape. ETAF for a Special Landscape Area shall be 1.0.

I. “ETo” stands for Reference Evapotranspiration, and means the water loss from a large field of 4-7 inch-tall, cool-season grass that is not water stressed. Local ETo numbers can be found through the California Irrigation Management Information System (CIMIS).

J. “Evapotranspiration” means the combination of water transpired from plants and evaporated from the soil and plant surfaces.

K. “Flow rate” means the rate at which water flows through pipes, valves, and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

L. “Geometry” means the size, shape, and angles of an area.

M. “Hardscape” means any durable material (pervious and non-pervious).

N. “Hydrozone” means a portion of the landscaped area having plants with similar water needs. This ordinance uses the publication *Water Use Classification of Landscape Species* (WUCOLS) to determine a plant’s water needs. A hydrozone may be irrigated or non-irrigated.

O. "Landscape water audit" means an in-depth evaluation of the installed landscape to verify the landscape complies with the Water-Efficient Landscape Standards of the City of Clayton Landscape Water Conservation Standards Ordinance, and completes the Certificate of Compliance for a Landscape Water Audit.

P. "Irrigation efficiency (IE)" means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this Chapter is 71% or greater. Greater irrigation efficiency can be expected from well-designed and well-maintained systems.

Q. "Irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to, inspection, system test, and recommendations to improve performance of the irrigation system.

R. "Irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

S. "Landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel, or stone walks, or other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

T. "Landscape contractor" means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

U. "Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

V. "Maximum Applied Water Allowance (MAWA)" means the upper limit of annual applied water for the established landscaped area, as specified in the City of Clayton "Water Allowance Work Sheets".

W. "Medians" mean any planting area that separates traffic lanes on streets and parking areas in parking lots.

X. "Mulch" means any organic material, such as leaves, bark, straw, or compost; or inorganic mineral materials, such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

Y. "Non-Permeable" means any surface or material that will not allow the passage of water through that surface or material and into the underlying soil at a rate that ensures run-off will not occur.

Z. "Operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

AA. "Overhead irrigation" means systems that deliver water through the air (e.g., sprayheads and rotors).

BB. "Overspray" means the irrigation water that is delivered beyond the target area.

CC. "Permit" means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

DD. "Plant factor" or "plant water use factor" is a factor that, when multiplied by ETo, estimates the amount of water needed by plants. The plant factors for this Chapter are from the WUCOLS publication.

EE. "Precipitation rate" for this Chapter means the rate of application of water measured in inches per hour.

FF. "Project" means the total area comprising the landscape area, as defined in this Chapter.

GG. "Rain switch" or "rain sensing shutoff device" means a component that automatically suspends an irrigation event when it rains.

HH. "Reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters that affect the water use of plants.

II. "Rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, or design review, or requires a new or expanded water service application.

JJ. "Retail water supplier" means any entity, including a public agency, city, county, district or private water company that provides retail water service.

KK. "Runoff" means water that is not absorbed by the soil or landscape to which it is applied and that flows from the landscape area.

LL. "Smart irrigation controllers" means controllers using weather information or soil moisture readings along with site information to automatically adjust the irrigation schedule on a daily basis.

MM. "Soil moisture sensor" or "soil moisture sensing device" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

NN. "Special Landscape Area (SLA)" means an area of the landscape dedicated solely to edible plants, such as vegetable gardens or orchards, areas irrigated with recycled water, water features using recycled water, cemeteries, and areas dedicated to active play, such as parks, sports fields, and golf courses where turf provides a playing surface.

OO. "Sprinkler head" means a device that delivers water through a nozzle.

PP. "Station" means an area served by one valve or by a set of valves that operate simultaneously.

QQ. "Turf" means a ground cover surface of mowed grass. Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are examples of cool-season grasses. Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are examples of warm-season grasses.

RR. "Valve" means a device used to control the flow of water in the irrigation system.

SS. "Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied).

TT. "WUCOLS" means the Water Use Classification of Landscape Species, published by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation, 2000. (WUCOLS) report is available at http://www.water.ca.gov?wateruseefficiency/publications/. Search for WUCOLS, and then go to Part 2 WUCOLS III* 1999 Edition.

17.80.030 Applicability. After [insert effective date of ordinance], the indicated provisions of this Chapter shall apply to landscape projects as follows:

A. Developer Projects: New and rehabilitated landscape development for commercial, multi-family, and single family projects with irrigated landscape areas cumulatively equal to or greater than 2,500 square feet and requiring a building permit, grading permit, plan check, or design review shall complete the Landscape Project Application (LPA) described in Section 17.80.040, and comply with all other Sections of this Chapter.

B. Municipality and Public Agency Projects: New and rehabilitated projects designed and installed by the City of Clayton with irrigated landscape areas cumulatively equal to or greater than 2,500 square feet shall comply with Sections 17.80.050, 17.80.060, 17.80.070, 17.80.080, 17.80.090, and 17.80.100.

C. Owner-Directed Single Family Projects: New and rehabilitated owner-directed single family projects with irrigated landscape areas cumulatively equal to or greater than 5,000 square feet and requiring a building permit, grading permit, plan check, or design review shall complete the Landscape Project Application (LPA) described in Section 17.80.040, and comply with all other Sections, except Section 17.80.090, of this Chapter.

D. Existing Landscapes: Existing landscapes are only subject to the provisions in Section 17.80.110, "Provisions for Existing Landscapes" and Section 17.80.120, "Public Education".

E. The provisions of this Chapter shall not apply to:

1. Landscapes that are only temporarily irrigated for establishment purposes and landscapes that are not irrigated with a permanent irrigation system.

2. Registered local, state or federal historical sites, or as may otherwise be determined by the City Council;

3. Community gardens, botanical gardens and arboretums open to the public.

<u>17.80.040</u> <u>Landscape Project Application (LPA) Requirements.</u> Applicant shall choose one of the two options below to comply with this Chapter:

A. Option A: Proposed landscape project does <u>not</u> include any:

1. Water features with more than 100 square feet of total surface area;" or

2. Turf or other high water use plants, unless they qualify as a "Special Landscape Area. High water use plants are those designated as 'high water use' in the Water Use Classification of Landscape Species (WUCOLS) report[1]."

For this option, the applicant shall complete the following:

1. Project Application Sheet.

2. Certification Sheets.

3. Landscape Plans (See Section 17.80.060);

4. Maintenance Schedule (See Section 17.80.090).

B. Option B: Proposed landscape project does include:

1. Water features with more than 100 square feet of total surface area; or

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[1] Water Use Classification of Landscape Species (WUCOLS) report which is available at <u>http://www.water.ca.gov?wateruseefficiency/publications/</u> A Guide to Estimating, Part 2.

2. Turf or other high water use plants not qualifying as a "Special Landscape Area." The Estimated Total Water Use (ETWU) for the proposed landscape shall not exceed the Maximum Applied Water Allowance (MAWA) for the site. The MAWA formula will use an ET Adjustment Factor of 0.7.

For this option, the applicant shall complete the following:

1. Project Application Sheet.

2. Certification Sheets.

3. Water Allowance Work Sheets.

4. Landscape Plans (See Section 17.80.060).

5. Maintenance Schedule (See Section 17.80.090).

An applicant requesting design review approval shall submit, at a minimum, a preliminary landscaping plan with the design review application; however, the applicant must submit all components of the Landscape Project Application (LPA) concurrently with the application for building permit or grading permit for the project.

The Community Development Director or his/her designee shall review each LPA for compliance with the provisions of this Chapter and may withhold issuance of zoning approval for a building permit or grading permit for which its corresponding LPA does not comply with this Chapter.

<u>17.80.050</u> <u>Water Efficient Landscape Standards.</u> The proposed landscape design shall incorporate the most recent acceptable best management practices as determined by the City of Clayton for water-efficient landscape design and shall comply with the following standards:

A. Plant Design:

1. Plants selected shall be well suited to the area's climate and the site's soil conditions.

2. The proposed landscape shall be designed so that distinct hydrozones are irrigated separately by one or more irrigation valves. A hydrozone is an area with similar sun exposure, irrigation precipitation rate, soil conditions, slope, and plant material with similar water needs. Refer to the WUCOLS report for plant water needs.

3. Plants shall be spaced appropriately based on their expected mature spread.

4. If the geometry of the planting area does not conform to the spray pattern of the sprinkler, resulting in overspray onto the adjacent pavement, then overhead irrigation shall not be used.

5. Plants shall be spaced so that at mature size they do not block sprinklers.

6. Turf shall not be planted on slopes steeper than 15%.

7. Turf shall not be planted in any medians or in areas narrower than 8'0".

B. Irrigation System:

The irrigation system design shall comply with the following requirements:

1. Smart irrigation controller(s) using one of the below methods shall be required on all irrigation systems:

    a. Daily evapotranspiration data; and

    b. Daily soil moisture sensor data.

2. Specify a dedicated landscape water meter for landscapes with an irrigated area greater than 5,000 square feet, or per retail water supplier regulations.

3. Recycled water shall be used for landscape irrigation if it is available at the project site.

4. Specify technology and practices to prevent runoff, low head drainage, overspray, or other water waste.

5. Overhead irrigation shall not be permitted within 12" of any non-permeable surface.

6. Specify sprinkler heads and other emission devices that have matched precipitation rates within each irrigation zone. No irrigation zone shall specify a precipitation rate greater than 1.2 inches per hour. On slopes steeper than 25%, the specified precipitation rate shall not exceed 0.75 inches per hour.

7. Specify irrigation controls so the dynamic water pressure at sprinkler head or other emission device is within manufacturer's recommended optimal operating range.

8. No overhead irrigation shall be specified in planting areas less than 8'0" wide in any dimension, unless demonstrated that water waste will not occur.

9. Specify a manual shut-off valve for each point of connection and specify that each shut-off valve be identified on the controller map.

10. Prepare a controller map and programming table and specify that this be stored in the controller cabinet. The controller map shall visually differentiate each controller zone. For each irrigation valve, the controller programming table shall list the plant water requirement (high, medium,

low, or very low), the sun exposure, irrigation emission device type, precipitation rate, station flow rate, optimal pressure, soil type, infiltration rate, square foot area, and degree of slope.

11. Each irrigation valve shall control irrigation to only one distinct hydrozone. A hydrozone is an area with similar sun exposure, irrigation precipitation rate, soil conditions, slope, and plant material with similar water needs. Refer to the WUCOLS report for plant water needs.

12. Specify a separate irrigation valve and hydrozone for the top of a slope and the bottom of a slope.

C. Water Features:

1. All water features shall have re-circulating water systems.

2. Fountain(s) shall be designed so that no wind drift or overspray occurs.

D. Grading and Soil Preparation:

The landscape design shall:

1. Comply with Storm Water Control Plan requirements (C.3), if applicable.

2. Be designed to improve or maintain the infiltration rate of landscape soils typical of their soil texture and minimize soil erosion.

3. Be designed to avoid drainage onto non-permeable hardscapes within the property lines and prevent runoff of all irrigation and natural rainfall outside property lines.

4. Only specify soil amendments if appropriate for the selected plants.

5. Specify a minimum two-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas unless there is a horticultural reason not to use mulch in a portion of the planting area. Mulch, such as shredded bark, shall be specified in bioretention areas so that they will stay in place during rain events.

<u>17.80.060</u> <u>Landscape Plan Requirements</u>. The Landscape plans shall demonstrate that all the water-efficient landscape standards have been met:

A. The planting plan shall:

1. Identify Special Landscape Areas. Special Landscape Areas include: landscape dedicated solely to edible plants, such as vegetable gardens or orchards, areas irrigated with recycled water, water features using recycled water, cemeteries, and areas dedicated to active play, such as parks, sports fields, and golf courses where turf provides a playing surface.

2. Identify plants by their common and botanical names.

3. Identify type and surface area of water features.

B. The irrigation plan shall:

1. Show the location and size of the landscape irrigation water meter.

2. Show the location, type and size of all components of the irrigation system, including, but not limited to, controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices.

3. Identify the static water pressure at the point of connection to the public water supply.

4. Identify the flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station.

C. Landscape plans shall include details and specifications reflecting the most recent acceptable best management practices as determined by the City of Clayton for water-efficient landscape design.

17.80.070 Landscape Water Audit Requirements. A landscape water audit shall be performed to ensure that the installed landscape meets the requirements of this Chapter.

A. A landscape water audit shall be conducted within thirty (30) days of the start of the landscape maintenance period or, if no maintenance period, then, immediately, upon completion of the landscape installation. An EPA WaterSense certified Irrigation System Auditor shall conduct the landscape audit and submit a Certificate of Compliance, Landscape Water Audit sheet.

B. The Landscape Auditor shall inform the applicant of all non-compliance issues with the Ordinance. This shall include, but not be limited to, all items listed on the Certificate of Compliance, Landscape Water Audit sheet.

C. All non-compliance issues shall be repaired and the site shall be re-audited for compliance with the criteria of this Chapter prior to final inspection/permit and final sign off.

17.80.080 Certifications. Water Efficiency Landscape Checklist/Certification sheets will be part of the Landscape Project Application (LPA) requirements.

A. The person(s) creating the landscape design shall complete the Certificate of Compliance, Landscape Design sheet certifying the landscape has been designed to comply with the criteria of this Chapter.

B. The Landscape Contractor/Installer shall complete the Certificate of Compliance, Landscape Installation sheet certifying the landscape has been installed, as specified in the Landscape Plans, and complies with the criteria of this Chapter.

C. he Landscape Auditor shall complete the Landscape Certificate of Compliance, Water Audit sheet certifying the landscape and irrigation system have been installed, as specified in the Landscape Plans, and comply with the criteria of this Chapter.

D. The Maintenance Contractor/Person shall complete the Certificate of Compliance, Landscape Maintenance sheet certifying the landscape maintenance contractor agrees to manage the property using less water than the Maximum Applied Water Allowance.

E. While standards applications are not required for Municipality and Public Agency Projects involving "City" projects conducted by City staff, certifications (i.e., Design, Installation, Maintenance, and Auditing) are needed and the City's Maintenance Supervisors may sign-off on them.

17.80.090 Landscape and Irrigation Maintenance Schedule. The landscape designer or installer shall develop a landscape maintenance specification and schedule for the landscape project that is consistent with the most recent acceptable best management practices as determined by the City of Clayton for landscape maintenance. Schedules shall be submitted with the Certification of Completion.

A. An annual landscape maintenance schedule shall include at least the following: routine inspection; adjustment and repair of the irrigation system and its components; aerating turf areas; replenishing mulch; seasonal pruning; weeding in all landscape areas; and removing obstructions to emission devices;

B. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents;

C. Project shall be irrigated so that total annual water applied is less than or equal to the Maximum Applied Water Allowance (MAWA) (if applicable).

17.80.100 Stormwater Management. All applicable projects shall comply with the requirements of the National Pollutant Discharge Elimination System intended to implement storm water best management practices into the planting, irrigation, and grading plans to minimize runoff and to increase on-site retention and infiltration.

17.80.110 Provisions for Existing Landscapes. This section applies to existing landscapes that were installed before [*insert effective date of Ordinance*].

A. Irrigation Survey and Irrigation Water Use Analysis

To ensure the efficient use of landscape water, each owner of property in the City of Clayton is encouraged to utilize resources and services, such as irrigation surveys and landscape water use analyses that are offered by the local retail or wholesale water utility.

B. Water Waste Prevention

Each owner of property in the City of Clayton shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from the target landscape areas due to excessive irrigation or inappropriate run times related to time of day, seasonal and/or variable weather conditions, low head drainage, overspray, or other similar conditions where water flows onto an adjacent property, walks, roadways, parking lots, or structures.

17.80.120 Public Education.

A. All new model homes that are landscaped shall use signs, brochures and other written information to demonstrate the principles of water-efficient landscapes that are described in this Chapter.

B. The architectural guidelines of a common interest development, which include homeowner associations, community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit activities or conditions that have the effect of allowing the use of low water use plants as a group.

C. For new homes/commercial developments, applicant/owner is required to provide the irrigation controller map and programming table and annual maintenance schedules to new tenants or owners at transfer of ownership/maintenance responsibility.

D. The City of Clayton shall provide on its website links to resources that offer information about the principals of designing, installing, and maintaining water-efficient landscapes. An example of a link is to the local water utility, the Contra Costa Water District, and the landscape water conservation information that Agency offers.

Attachment 3

Minutes
Clayton Planning Commission Meeting
Tuesday, August 24, 2010
Excerpt (Draft)

Call to Order

Chair Sandra Johnson called the meeting to order at 7:02 p.m. at Hoyer Hall, 6125 Clayton Road, Clayton.

Present:	Chair Sandra Johnson, Commissioner Bob Armstrong, Commissioner Tuija Catalano, Commissioner Ted Meriam
Absent:	Vice Chair Dan Richardson
Staff:	Community Development Director David Woltering Assistant Planner Milan Sikela

Administrative

1A. Review of agenda items.

1B. Commissioner Armstrong to report at the City Council meeting on September 7, 2010.

Public Comment

None.

Approval of Minutes

2. Approval of minutes from the meeting of August 10, 2010.

Commissioner Armstrong moved and Commissioner Meriam seconded the motion to approve the minutes from the meeting of August 10, 2010, as amended. The motion passed 3-0 (Abstain – Catalano).

Public Hearings

3B. **ZOA 05-09, Municipal Code Amendment, City of Clayton.** A public hearing to consider recommending City Council approval of a Landscape Water Conservation Ordinance to implement the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird). *Continued from the meeting of August 10, 2010.*

The continued public hearing was re-opened. Director Woltering presented the staff report, summarizing the changes cited in the report made to the Landscape Water Conservation Ordinance directed by the Planning Commission at its August 10, 2010 meeting. Additionally, he brought to the Commission's attention he modified a provision, based on comments from the Maintenance Department Supervisors, that there be no overhead irrigation in planting areas less than 8'0", "unless demonstrated that water waste will not occur." He clarified that the language added was "unless demonstrated that water waste will not occur".

Commission comments and questions included:

- Commissioner Meriam requested clarification whether water conservation educational resources would be available to the public in the form of hard copies at City Hall as well as by way of links on the City's website. Director Woltering indicated, yes, the educational resources would be available to the public by links on the City's website as well as relevant hard copy information at the kiosk on the third floor of City Hall.

- Commissioner Meriam asked when the information might be available on the City's website. Director Woltering indicated this effort would be part of implementing the Landscape Water Conservation Ordinance which likely would not become effective for approximately 60 days. Consequently, he estimated that the link on the City's website would be available before the end of the year.
- Commissioners directed it should be clarified in the Ordinance that the thresholds are cumulative for a project, not that one could segment a project into smaller areas to avoid the requirements of the Ordinance.
- Under *Water-Efficient Landscape Standards*, Commissioners directed the introductory paragraph to clarify that "the recent acceptable best management practices" would be as determined by the City.
- Commissioners directed that examples should be given under *Provisions for Existing Landscapes* when irrigation systems should be adjusted to avoid water waste, such as in response to changes in weather (e.g., when snow fell in Clayton in December of 2009) or seasonal changes.

Commissioner Armstrong moved and Commissioner Catalano seconded a motion to recommend City Council approval of Municipal Code Amendment ZOA 05-09, as amended to include the changes made by staff and the additional recommendations of the Commission at this meeting. The motion passed 4-0.

Plng Comm\Minutes\2010\0824-excerpt.landscape water conservation ordinance

Attachment 4

Minutes
Clayton Planning Commission Meeting
Tuesday, August 10, 2010
<u>Excerpt</u>

Call to Order
Chair Sandra Johnson called the meeting to order at 7:00 p.m. at Hoyer Hall, 6125 Clayton Road, Clayton.

Present:	Chair Sandra Johnson, Vice Chair Dan Richardson, Commissioner Bob Armstrong, Commissioner Ted Meriam
Absent:	Commissioner Tuija Catalano
Staff:	Community Development Director David Woltering Assistant Planner Milan Sikela

Administrative
1A. Review of agenda items.

By consensus, the Planning Commission moved Item 4 before Item 3.

1B. Commissioner Armstrong to report at the City Council meeting on September 7, 2010.

Public Comment
None.

Approval of Minutes
2. Approval of minutes from the meeting of July 13, 2010.

Vice Chair Richardson moved and Commissioner Armstrong seconded the motion to approve the minutes from the meeting of July 13, 2010, as submitted. The motion passed 4-0.

Public Hearings
3. **ZOA 05-09, Municipal Code Amendment, City of Clayton.** A public hearing to consider recommending City Council approval of a Landscape Water Conservation Ordinance to implement the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird).

Chair Johnson opened the public hearing. Director Woltering presented the staff report.

Commission comments and questions included:
- A concern was raised about the use of moisture sensors and envapotransporation rates as overly-burdensome to smaller singe-lot projects such as residential additions. Director Woltering indicated that the requirements would only apply if more than 2,500 square feet of irrigated area was being modified associated with public or developer projects and 5,000 square feet or more for owner of single family lot projects.
- Is the Maintenance Department staff comfortable with the proposed standards? Director Woltering answered, yes, generally, but there was some concern about the provision precluding the use of overhead spray in areas with widths of eight feet or less. He further mentioned that, given the experience of the Maintenance Supervisors, it was hoped that

the adopted ordinance would allow for the Supervisors to sign off on the required certifications that are part of "City" projects.

- Commissioners indicated support for the Maintenance Supervisors being able to sign off on the certifications for City projects.
- How would these regulations apply to multi-lot, large-developer type of projects such as single-family residential subdivisions? Director Woltering responded that the total amount of landscape area of all lots—which would generally pertain to the perimeter and front-yard landscape areas that developers typically get approval for—would be combined collectively to determine if a project triggers the thresholds.
- Would these requirements be triggered if a landscape area were irrigated by a well? Director Woltering answered, yes, if the irrigated area thresholds are exceeded?
- At the conclusion of its discussion, the Planning Commission requested that staff make the following changes to the draft ordinance:

1. Under II. Applicability A. and C., merge respective items i and ii into a single descriptive parameter (item) to clarify the intended requirements.

2. Under IV.B.ii., modify to a 5,000 square foot threshold to be consistent with applicability threshold for Owner-directed Single Family Projects.

3. For applicable Municipality and Public Agency Projects involving "City" projects conducted by City staff, allow the City's Maintenance Supervisors (as opposed to contracting out for these services) to sign-off on the needed certifications (i.e., Design, Installation, Maintenance, and Auditing) to facilitate the completion and cost containment on these projects, and the Maintenance Supervisors' knowledge and experience in these areas.

4. Modify the language under X.A. Irrigation Survey and Irrigation Water Use Analysis because of lack of a quantitative guide defining "efficient use" of water. The modified language is as follows:

> "To ensure the efficient use of landscape water, each owner of property in the City of Clayton is encouraged to utilize resources and services, such as irrigation surveys and landscape water use analyses that are offered by the local retail or wholesale water utility."

5. Add under XI. Public Education the following:

> "D. The City shall provide on its website links to resources that offer information about the principals of designing, installing, and maintaining water-efficient landscapes. An example of a link is to the local water utility, the Contra Costa Water District, and the landscape water conservation information that Agency offers."

Vice Chair Richardson moved and Chair Johnson seconded a motion to continue the public hearing for ZOA 05-09 to the meeting on August 24, 2010 to allow staff time to make the directed modifications to the draft ordinance amendment. The motion passed 4-0.

Plng Comm\Minutes\2010\0810-excerpt.landscape water conservation ordinance

Attachment 5

PLANNING COMMISSION
STAFF REPORT

Meeting Date: **August 24, 2010**

From: **David Woltering, Community Development Director**

Subject: **Amendment to the Clayton Municipal Code (ZOA 05-09) to Implement the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird)**

BACKGROUND/ANALYSIS

At its August 10, 2010 meeting, the Planning Commission reviewed the draft ordinance presented by staff to implement the Water Conservation in Landscaping Act of 2006. A copy of the staff report from that meeting is attached. Based on its review, the Commission directed staff to make changes to the draft ordinance and then continued the matter to its August 24, 2010 meeting to give staff the opportunity to make the changes. The changes requested by the Planning Commission are as follows:

1. Under II. Applicability A. and C., merge respective items i and ii into a single descriptive parameter (item) to clarify the intended requirements.
2. Under IV.B.ii., modify to a 5,000 square foot threshold to be consistent with applicability threshold for Owner-directed Single Family Projects.
3. For applicable Municipality and Public Agency Projects involving "City" projects conducted by City staff, allow the City's Maintenance Supervisors (as opposed to contracting out for these services) to sign-off on the needed certifications (i.e., Design, Installation/Construction, Auditing, etc.) to facilitate the completion and cost containment on these projects, given the Maintenance Supervisors' knowledge and experience in these areas.
4. Modify the language under X.A. Irrigation Survey and Irrigation Water Use Analysis because of lack of a quantitative guide defining "efficient use" of water. The modified language is as follows:

   > "To ensure the efficient use of landscape water, each owner of property in the City of Clayton is encouraged to utilize resources and services, such as irrigation surveys and landscape water use analyses that are offered by the local retail or wholesale water utility."

5. Add under XI. Public Education the following:

   > "D. The City shall provide on its website links to resources that offer information about the principals of designing, installing, and maintaining water-efficient landscapes. An example of a link is to the local water utility, the Contra Costa Water District, and the landscape water conservation information that Agency offers."

Staff has made the changes to the draft ordinance as requested by the Planning Commission. These changes are reflected in the attached ordinance.

RECOMMENDATION

Staff recommends that the Planning Commission adopt the attached Resolution 05-10, thereby recommending City Council approval of the proposed amendment to Title 17 of the Municipal Code to implement the Water Conservation in Landscaping Act of 2006.

Attachments:

1. Resolution and Ordinance
2. August 10, 2010 Planning Commission Staff Report regarding implementing the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird)

ZOA\2009\05-09.sr.pc.8.24.10

PLANNING COMMISSION STAFF REPORT

Meeting Date: **August 10, 2010**

From: **David Woltering, Community Development Director**

Subject: **Amendment to the Clayton Municipal Code (ZOA 05-09) to Implement the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird)**

BACKGROUND/ANALYSIS

In 2006, State Assembly Bill (AB) 1881 was passed. This legislation directed the California Department of Water Resources (DWR) to develop a new State Landscape Water Conservation Ordinance. DWR prepared this ordinance, which became effective January 1, 2010. The resulting Model Water Efficient Landscape Ordinance (See Attached), dated September 10, 2009, was presented to and reviewed with the Planning Commission at its meetings of November 10, and November 24, 2009, with related discussion at its February 9, 2010 meeting. This State Ordinance requires all new and rehabilitated landscapes be designed and installed to meet the latest best practices for water use efficiency. All cities and counties in California are required to adopt the State Ordinance as written or develop their own ordinance that is at least as effective in conserving water.

As discussed at the November 2009 meetings of the Planning Commission, the DWR Model ordinance would be onerous to administer and implement. Consequently, City of Clayton staff joined with staff members of other local communities and members of the East Bay Municipal Utility District and the Contra Costa Water District to develop an alternative ordinance that would be equally effective as the DWR ordinance, but less complicated and easier to administer and implement. The result of this joint effort is the attached Regional Landscape Water Conservation Ordinance.

The Regional Ordinance improves upon the State Ordinance in terms of making administration and implementation of this State water efficiency mandate easier and less complicated. The Regional Ordinance includes a checklist of planting and irrigation requirements, simplifying the process for design and review of the related plans. The Regional Ordinance includes *Certificate of Compliance* forms. These forms offer the opportunity for self-certification, based on satisfying specified requirements, by designers, installers, and water auditors. This is an important aspect of the Regional Ordinance as this self-certification feature should substantially reduce the cost and time for implementation. Additionally, the Regional Ordinance provides an incentive for projects that have no turf. Projects with all water-efficient plants and no turf are provided a simplified application process and will be exempt from having to prepare a Maximum Applied Water Allowance calculation.

Presently, the City of Clayton has "Water Conserving Landscape Guidelines" contained in Chapter 17.80 of the Clayton Municipal Code. It is anticipated that this Chapter of the Municipal Code would be amended to insert in place of the "Guidelines" the City's adopted version of the Regional Ordinance. Clayton staff has reviewed the Regional Ordinance, and while this ordinance is substantially improved over the State version, staff suggests additional changes as follows:

1. Under II. Applicability A. and C., merge respective items i and ii into a single descriptive parameter (item).
2. Under IV.B.ii., modify to a 5,000 square foot threshold or eliminate.
3. For public (City) projects, allow City to determine necessary qualifications for those individuals signing certifications. City has individuals with 20 plus years experience and the necessary demonstrated knowledge and ability to perform certification work. It would not be cost-effective for the City to have to contract out to individuals with prescribed accreditations to certify work normally done by City staff.

Until the City adopts an alternative ordinance, the DWR Model Water Efficient Landscape Ordinance is the default ordinance in Clayton for applicable projects.

RECOMMENDATION

Staff recommends that the Planning Commission suggest appropriate "local" modifications to the attached Regional Landscape Water Conservation Ordinance. Based on those recommended modifications, staff will return at a future meeting with the necessary resolution and draft City Ordinance for the Planning Commission to make a formal recommendation for a City Council action on this matter.

Attachments:

1. Regional Landscape Water Conservation Ordinance, dated April 29, 2010.
2. Model Water Efficient Landscape Ordinance, dated September 10, 2009, from the State Department of Water Resources.

ZOA\2009\05-09.sr.pc.8.10.10

Model Water Efficient Landscape Ordinance
September 10, 2009

California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

§ 490. Purpose.

(a) The State Legislature has found:

(1) that the waters of the state are of limited supply and are subject to ever increasing demands;

(2) that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

(3) that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

(4) that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development; and

(5) that landscape design, installation, maintenance and management can and should be water efficient; and

(6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with these legislative findings, the purpose of this model ordinance is to:

(1) promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;

(2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects;

(3) establish provisions for water management practices and water waste prevention for existing landscapes;

(4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;

(5) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;

(6) encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and

(7) encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

Note: Authority cited: Section 65593, Government Code. Reference: Sections 65591, 65593, 65596, Government Code.

§ 490.1 Applicability

(a) After January 1, 2010, this ordinance shall apply to all of the following landscape projects:

(1) new construction and rehabilitated landscapes for public agency projects and private development projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review;

(2) new construction and rehabilitated landscapes which are developer-installed in single-family and multi-family projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;

(3) new construction landscapes which are homeowner-provided and/or homeowner-hired in single-family and multi-family residential projects with a total project landscape area equal to or greater than 5,000 square feet requiring a building or landscape permit, plan check or design review;
(4) existing landscapes limited to Sections 493, 493.1 and 493.2; and
(5) cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11 and 492.12; and existing cemeteries are limited to Sections 493, 493.1 and 493.2.
(b) This ordinance does not apply to:
(1) registered local, state or federal historical sites;
(2) ecological restoration projects that do not require a permanent irrigation system;
(3) mined-land reclamation projects that do not require a permanent irrigation system; or
(4) plant collections, as part of botanical gardens and arboretums open to the public.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 491. Definitions.
The terms used in this ordinance have the meaning set forth below:
(a) "applied water" means the portion of water supplied by the irrigation system to the landscape.
(b) "automatic irrigation controller" means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
(c) "backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
(d) "Certificate of Completion" means the document required under Section 492.9.
(e) "certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.
(f) "certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.
(g) "check valve" or "anti-drain valve" means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
(h) "common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
(i) "conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year
(j) "drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
(k) "ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
(l)"effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation which becomes available for plant growth.
(m) "emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.
(n) "established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

(o) "establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth.

(p) "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 492.4.

(q) "ET adjustment factor" (ETAF) means a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape.

A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is (0.7)=(0.5/0.71). ETAF for a Special Landscape Area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.

(r) "evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

(s) "flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

(t) "hardscapes" means any durable material (pervious and non-pervious).

(u) "homeowner-provided landscaping" means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of this ordinance, is a person who occupies the dwelling he or she owns. This excludes speculative homes, which are not owner-occupied dwellings.

(v) "hydrozone" means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

(w) "infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(x)"invasive plant species" means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(y) "irrigation audit" means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

(z) "irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

(aa) "irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

(bb) "irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

(cc) "landscape architect" means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(dd) "landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or one walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(ee) "landscape contractor" means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(ff) "Landscape Documentation Package" means the documents required under Section 492.3.

(gg) "landscape project" means total area of landscape in a project as defined in "landscape area" for the purposes of this ordinance, meeting requirements under Section 490.1.

(hh) "lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(ii) "local agency" means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(jj) "local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.

(kk) "low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(ll) "main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(mm) "Maximum Applied Water Allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 492.4. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.

(nn) "microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(oo) "mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(pp) "mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(qq) "new construction" means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(rr) "operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(ss) "overhead sprinkler irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).

(tt) "overspray" means the irrigation water which is delivered beyond the target area.

(uu) "permit" means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(vv) "pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

(ww) "plant factor" or "plant water use factor" is a factor , when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for low water

use plants is 0 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication "Water Use Classification of Landscape Species".
(xx) "precipitation rate" means the rate of application of water measured in inches per hour.
(yy) "project applicant" means the individual or entity submitting a Landscape Documentation Package required under Section 492.3, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.
(zz) "rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.
(aaa) "record drawing" or "as-builts" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.
(bbb) "recreational area" means areas dedicated to active play such as parks, sports fields, and golf courses where turf provides a playing surface.
(ccc) "recycled water", "reclaimed water", or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.
(ddd) "reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Section 495.1, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.
(eee) "rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 490.1, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area, and the modifications are completed within one year.
(fff) "runoff" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.
(ggg) "soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.
(hhh) "soil texture" means the classification of soil based on its percentage of sand, silt, and clay.
(iii)"Special Landscape Area" (SLA) means an area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.
(jjj) "sprinkler head" means a device which delivers water through a nozzle.
(kkk) "static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.
(lll) "station" means an area served by one valve or by a set of valves that operate simultaneously.
(mmm) "swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.
(nnn) "turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.
(ooo) "valve" means a device used to control the flow of water in the irrigation system.
(ppp) "water conserving plant species" means a plant species identified as having a low plant factor.
(qqq) "water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and

-vimming pools (where water is artificially supplied). The surface area of water features is included in ; high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.
(rrr) "watering window" means the time of day irrigation is allowed.
(sss) "WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, the Department of Water Resources and the Bureau of Reclamation, 2000.

Note: Authority Cited: Section 65595, Government Code. Reference: Sections 65592, 65596, Government Code.

§ 492. Provisions for New Construction or Rehabilitated Landscapes.
(a) A local agency may designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.1 Compliance with Landscape Documentation Package.
Prior to construction, the local agency shall:
,) provide the project applicant with the ordinance and procedures for permits, plan checks, or design reviews;
(2) review the Landscape Documentation Package submitted by the project applicant;
(3) approve or deny the Landscape Documentation Package;
(4) issue a permit or approve the plan check or design review for the project applicant; and
(5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.
(b) Prior to construction, the project applicant shall:
(1) submit a Landscape Documentation Package to the local agency.
(c) Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:
(1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion;
(2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and
(3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.2 Penalties.
(a) A local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

.e: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.3 Elements of the Landscape Documentation Package.

(a) The Landscape Documentation Package shall include the following six (6) elements:

(1) project information;

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet)

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) checklist of all documents in Landscape Documentation Package

(H) project contacts to include contact information for the project applicant and property owner

(I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".

(2) Water Efficient Landscape Worksheet;

(A) hydrozone information table

(B) water budget calculations

1. Maximum Applied Water Allowance (MAWA)

2. Estimated Total Water Use (ETWU)

(3) soil management report;

(4) landscape design plan;

(5) irrigation design plan; and

(6) grading design plan.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.4 Water Efficient Landscape Worksheet.

(a) A project applicant shall complete the Water Efficient Landscape Worksheet which contains two sections (see sample worksheet in Appendix B):

(1) a hydrozone information table (see Appendix B, Section A) for the landscape project; and

(2) a water budget calculation (see Appendix B, Section B) for the landscape project. For the calculation of the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements:

(1) The plant factor used shall be from WUCOLS. The plant factor ranges from 0 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

(2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

(3) All Special Landscape Areas shall be identified and their water use calculated as described below.

(4) ETAF for Special Landscape Areas shall not exceed 1.0.

(c) Maximum Applied Water Allowance

The Maximum Applied Water Allowance shall be calculated using the equation:

$$MAWA = (ETo)\ (0.62)\ [(0.7 \times LA) + (0.3 \times SLA)]$$

The example calculations below are hypothetical to demonstrate proper use of the equations and do not present an existing and/or planned landscape project. The ETo values used in these calculations are from the Reference Evapotranspiration Table in Appendix A, for planning purposes only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current reference evapotranspiration data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.

(1) Example MAWA calculation: a hypothetical landscape project in Fresno, CA with an irrigated landscape area of 50,000 square feet without any Special Landscape Area (SLA= 0, no edible plants, recreational areas, or use of recycled water). To calculate MAWA, the annual reference evapotranspiration value for Fresno is 51.1 inches as listed in the Reference Evapotranspiration Table in Appendix A.

MAWA = (ETo) (0.62) [(0.7 x LA) + (0.3 x SLA)]

MAWA = Maximum Applied Water Allowance (gallons per year)
ETo = Reference Evapotranspiration (inches per year)
0.62 = Conversion Factor (to gallons)
0.7 = ET Adjustment Factor (ETAF)
LA = Landscape Area including SLA (square feet)
0.3 = Additional Water Allowance for SLA
SLA = Special Landscape Area (square feet)

MAWA = (51.1 inches) (0.62) [(0.7 x 50,000 square feet) + (0.3 x 0)]
= 1,108,870 gallons per year
To convert from gallons per year to hundred-cubic-feet per year:
= 1,108,870/748 = 1,482 hundred-cubic-feet per year
(100 cubic feet = 748 gallons)

(2) In this next hypothetical example, the landscape project in Fresno, CA has the same ETo value of 51.1 inches and a total landscape area of 50,000 square feet. Within the 50,000 square foot project, there is now a 2,000 square foot area planted with edible plants. This 2,000 square foot area is considered to be a Special Landscape Area.

MAWA = (ETo) (0.62) [(0.7 x LA) + (0.3 x SLA)]
MAWA = (51.1 inches) (0.62) [(0.7 x 50,000 square feet) + (0.3 x 2,000 square feet)]
= 31.68 x [35,000 + 600] gallons per year
= 31.68 x 35,600 gallons per year
=1,127,808 gallons per year or 1,508 hundred-cubic-feet per year

(d) Estimated Total Water Use.
The Estimated Total Water Use shall be calculated using the equation below. The sum of the Estimated Total Water Use calculated for all hydrozones shall not exceed MAWA.

$$ETWU = (ETo)(0.62)\left(\frac{PF \times HA}{IE} + SLA\right)$$

Where:

ETWU = Estimated Total Water Use per year (gallons)
ETo = Reference Evapotranspiration (inches)
PF = Plant Factor from WUCOLS (see Section 491)
HA = Hydrozone Area [high, medium, and low water use areas] (square feet)
SLA = Special Landscape Area (square feet)
0.62 = Conversion Factor
IE = Irrigation Efficiency (minimum 0.71)

(1) Example ETWU calculation: landscape area is 50,000 square feet; plant water use type, plant factor, and hydrozone area are shown in the table below. The ETo value is 51.1 inches per year. There are no Special Landscape Areas (recreational area, area permanently and solely dedicated to edible plants, and area irrigated with recycled water) in this example.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	High	0.8	7,000	5,600
2	High	0.7	10,000	7,000
3	Medium	0.5	16,000	8,000
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	24,700

*Plant Factor from WUCOLS

$$ETWU = (51.1)(0.62)\left(\frac{24{,}700}{0.71} + 0\right)$$

= 1,102,116 gallons per year

Compare ETWU with MAWA: For this example MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 0)] = 1,108,870 gallons per year. The ETWU (1,102,116 gallons per year) is less than MAWA (1,108,870 gallons per year). In this example, the water budget complies with the MAWA.

(2) Example ETWU calculation: total landscape area is 50,000 square feet, 2,000 square feet of which is planted with edible plants. The edible plant area is considered a Special Landscape Area (SLA). The reference evapotranspiration value is 51.1 inches per year. The plant type, plant factor, and hydrozone area are shown in the table below.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	High	0.8	7,000	5,600
2	High	0.7	9,000	6,300
3	Medium	0.5	15,000	7,500
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	23,500
6	SLA	1.0	2,000	2,000

*Plant Factor from WUCOLS

$$ETWU = (51.1)(0.62)\left(\frac{23{,}500}{0.71} + 2{,}000\right)$$

= (31.68) (33,099 + 2,000)

= 1,111,936 gallons per year

Compare ETWU with MAWA. For this example:
MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 2,000)]
= 31.68 x [35,000 + 600]
= 31.68 x 35,600
=1,127,808 gallons per year

The ETWU (1,111,936 gallons per year) is less than MAWA (1,127,808 gallons per year). For this example, the water budget complies with the MAWA.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.5 Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:
(1) Submit soil samples to a laboratory for analysis and recommendations.
(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
(B) The soil analysis may include:
1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.
(2) The project applicant, or his/her designee, shall comply with one of the following:
(A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or
(B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.
(3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
(4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.6 Landscape Design Plan.

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
(1) Plant Material
(A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. To encourage the efficient use of water, the following is highly recommended:
1. protection and preservation of native species and natural vegetation;
2. selection of water-conserving plant and turf species;

3. selection of plants based on disease and pest resistance;
4. selection of trees based on applicable local tree ordinances or tree shading guidelines; and
5. selection of plants from local and regional landscape program plant lists.
(B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 492.7(a)(2)(D).
(C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. To encourage the efficient use of water, the following is highly recommended:
1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; and
3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
(D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
(E) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.
(F) The use of invasive and/or noxious plant species is strongly discouraged.
(G) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
(2) Water Features
(A) Recirculating water systems shall be used for water features.
(B) Where available, recycled water shall be used as a source for decorative water features.
(C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
(D) Pool and spa covers are highly recommended.
(3) Mulch and Amendments
(A) A minimum two inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
(B) Stabilizing mulching products shall be used on slopes.
(C) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
(D) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 492.5).
(b) The landscape design plan, at a minimum, shall:
(1) delineate and label each hydrozone by number, letter, or other method;
(2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
(3) identify recreational areas;
(4) identify areas permanently and solely dedicated to edible plants;
(5) identify areas irrigated with recycled water;
(6) identify type of mulch and application depth;
(7) identify soil amendments, type, and quantity;
(8) identify type and surface area of water features;
(9) identify hardscapes (pervious and non-pervious);

0) identify location and installation details of any applicable stormwater best management practices .at encourage on-site retention and infiltration of stormwater. Stormwater best management practices are encouraged in the landscape design plan and examples include, but are not limited to:
(A) infiltration beds, swales, and basins that allow water to collect and soak into the ground;
(B) constructed wetlands and retention ponds that retain water, handle excess flow, and filter pollutants; and
(C) pervious or porous surfaces (e.g., permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff.
(11) identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);
(12) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and
(13) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code and Section 1351, Civil Code.

§ 492.7 Irrigation Design Plan.

(a) For the efficient use of water, an irrigation system shall meet all the requirements listed in this :tion and the manufacturers' recommendations. The irrigation system and its related components shall ᴗe planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
(1) System
(A) Dedicated landscape water meters are highly recommended on landscape areas smaller than 5,000 square feet to facilitate water management.
(B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data shall be required for irrigation scheduling in all irrigation systems.
(C) The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
2. Static water pressure, dynamic or operating pressure. and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
(D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
(E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as se as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

(F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
(G) High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.
(H) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
(I) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
(J) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
(K) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 regarding the Maximum Applied Water Allowance.
(L) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
(M) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
(N) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
(O) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
(P) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to high traffic areas.
(Q) Check valves or anti-drain valves are required for all irrigation systems.
(R) Narrow or irregularly shaped areas, including turf, less than eight (8) feet in width in any direction shall be irrigated with subsurface irrigation or low volume irrigation system.
(S) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
3. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(H). Prevention of overspray and runoff must be confirmed during the irrigation audit.
(T) Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.
(2) Hydrozone
(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf.
(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

' plant factor calculation is based on the proportions of the respective plant water uses and their plant ctor; or

2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

(1) location and size of separate water meters for landscape;

(2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

(3) static water pressure at the point of connection to the public water supply;

(4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

(5) recycled water irrigation systems as specified in Section 492.14;

(6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and

(7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions ›de, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food .d Agricultural Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.8 Grading Design Plan.

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement.

(1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

(A) height of graded slopes;

(B) drainage patterns;

(C) pad elevations;

(D) finish grade; and

(E) stormwater retention improvements, if applicable.

(2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:

(A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;

(B) avoid disruption of natural drainage patterns and undisturbed soil; and

(C) avoid soil compaction in landscape areas.

(3) The grading design plan shall contain the following statement: "I have complied with the criteria of ordinance and applied them accordingly for the efficient use of water in the grading design plan" and ..all bear the signature of a licensed professional as authorized by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.9 Certificate of Completion.

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

(1) project information sheet that contains:

(A) date;

(B) project name;

(C) project applicant name, telephone, and mailing address;

(D) project address and location; and

(E) property owner name, telephone, and mailing address;

(2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

(A) where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification;

(3) irrigation scheduling parameters used to set the controller (see Section 492.10);

(4) landscape and irrigation maintenance schedule (see Section 492.11);

(5) irrigation audit report (see Section 492.12); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 492.5).

(b) The project applicant shall:

(1) submit the signed Certificate of Completion to the local agency for review;

(2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.

(c) The local agency shall:

(1) receive the signed Certificate of Completion from the project applicant;

(2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.10 Irrigation Scheduling.

(a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(1) Irrigation scheduling shall be regulated by automatic irrigation controllers.

(2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

(4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:

(A) the plant establishment period;

(B) the established landscape; and
(C) temporarily irrigated areas.
(5) Each irrigation schedule shall consider for each station all of the following that apply:
(A) irrigation interval (days between irrigation);
(B) irrigation run times (hours or minutes per irrigation event to avoid runoff);
(C) number of cycle starts required for each irrigation event to avoid runoff;
(D) amount of applied water scheduled to be applied on a monthly basis;
(E) application rate setting;
(F) root depth setting;
(G) plant type setting;
(H) soil type;
(I) slope factor setting;
(J) shade factor setting; and
(K) irrigation uniformity or efficiency setting.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.11 Landscape and Irrigation Maintenance Schedule.
(a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.
(b) A regular maintenance schedule shall include, but not be limited to, routine inspection; adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing and obstruction to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
(c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents.
(d) A project applicant is encouraged to implement sustainable or environmentally-friendly practices for overall landscape maintenance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.12 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.
(a) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.
(b) For new construction and rehabilitated landscape projects installed after January 1, 2010, as described in Section 490.1:
(1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule;
(2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.13 Irrigation Efficiency.
(a) For the purpose of determining Maximum Applied Water Allowance, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average landscape irrigation efficiency of 0.71.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.14 Recycled Water.
(a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted as described in Section 492.14(b).
(b) Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the local water purveyor stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.
(c) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
(d) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for Special Landscape Areas shall not exceed 1.0.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.15 Stormwater Management.
(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site retention and infiltration are encouraged.
(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans.
(c) Rain gardens, cisterns, and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 492.16 Public Education.
(a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.
(1) A local agency shall provide information to owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes.
(b) Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.
(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme.
(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

492.17 Environmental Review.
(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

Note: Authority cited: Section 21082, Public Resources Code. Reference: Sections 21080, 21082, Public Resources Code.

§ 493. Provisions for Existing Landscapes.
(a) A local agency may designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 493.1 Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.
(a) This section, 493.1, shall apply to all existing landscapes that were installed before January 1, 2010 and are over one acre in size.
(1) For all landscapes in 493.1(a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: MAWA = (0.8) (ETo)(LA)(0.62).
(2) For all landscapes in 493.1(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

§ 493.2 Water Waste Prevention.
(a) Local agencies shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.
(b) Restrictions regarding overspray and runoff may be modified if:
(1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or
(2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

Note: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

§ 494. Effective Precipitation.
(a) A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:
MAWA= (ETo - Eppt) (0.62) [(0.7 x LA) + (0.3 x SLA)].

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

Appendices.

Appendix A. Reference Evapotranspiration (ETo) Table.

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2
Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopa	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7

\ppendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
LAKE													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
LASSEN													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
LOS ANGELES													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
omona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
MADERA													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
MARIN													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
MARIPOSA													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
MENDOCINO													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0
Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
'IERCED													
.esterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
MODOC													
Modoc/Alturas	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	0.7	43.2
MONO													
Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
NEVADA													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2
PLUMAS													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
RIVERSIDE													
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Deser	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SAN JOAQUIN													
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
SANTA CRUZ													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2
SHASTA													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8

\ppendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SIERRA													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
SISKIYOU													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	2.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.9
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
SOLANO													
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
SONOMA													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
ealdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
STANISLAUS													
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Veaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
ULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
TULARE													
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

* The values in this table were derived from:
1) California Irrigation Management Information System (CIMIS);
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources
(1987) Bulletin 1922, 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

.ppendix B – Sample Water Efficient Landscape Worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.
Please complete all sections (A and B) of the worksheet.

SECTION A. HYDROZONE INFORMATION TABLE

Please complete the hydrozone table(s) for each hydrozone. Use as many tables as necessary to provide the square footage of landscape area per hydrozone.

Hydrozone*	Zone or Valve	Irrigation Method**	Area (Sq. Ft.)	% of Landscape Area
	Total			100%

** Hydrozone*
HW = High Water Use Plants
MW = Moderate Water Use Plants
LW = Low Water Use Plants

*****Irrigation Method***
MS = Micro-spray
S = Spray
R = Rotor
B= Bubbler
D= Drip
O = Other

SECTION B. WATER BUDGET CALCULATIONS

Section B1. Maximum Applied Water Allowance (MAWA)

The project's Maximum Applied Water Allowance shall be calculated using this equation:

MAWA = (ETo) (0.62) [(0.7 x LA) + (0.3 x SLA)]

where:

MAWA = Maximum Applied Water Allowance (gallons per year)
ETo = Reference Evapotranspiration from Appendix A (inches per year)
0.7 = ET Adjustment Factor (ETAF)
LA = Landscaped Area includes Special Landscape Area (square feet)
0.62 = Conversion factor (to gallons per square foot)
SLA = Portion of the landscape area identified as Special Landscape Area (square feet)
0.3 = the additional ET Adjustment Factor for Special Landscape Area (1.0 - 0.7 = 0.3)

Maximum Applied Water Allowance = ______________________ gallons per year

Show calculations.

Effective Precipitation (Eppt)

If considering Effective Precipitation, use 25% of annual precipitation. Use the following equation to calculate Maximum Applied Water Allowance:

MAWA= (ETo – Eppt) (0.62) [(0.7 x LA) + (0.3 x SLA)]

Maximum Applied Water Allowance = ______________________ gallons per year

Show calculations.

Section B2. Estimated Total Water Use (ETWU)

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ETo)(0.62)\left(\frac{PF \, x \, HA}{IE} + SLA\right)$$

where:

ETWU = Estimated total water use per year (gallons per year)
ETo = Reference Evapotranspiration (inches per year)
PF = Plant Factor from WUCOLS (see Definitions)
HA = Hydrozone Area [high, medium, and low water use areas] (square feet)
SLA = Special Landscape Area (square feet)
0.62 = Conversion Factor (to gallons per square foot)
IE = Irrigation Efficiency (minimum 0.71)

Hydrozone Table for Calculating ETWU

Please complete the hydrozone table(s). Use as many tables as necessary.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

Estimated Total Water Use = ______________________ **gallons**

Show calculations.

Appendix C – Sample Certificate of Completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

____

Property Owner Signature Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency____________
2. Date the Landscape Documentation Package was approved by the local agency____________
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor____________

ART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE OCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller per ordinance Section 492.10.

ART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

ach schedule of Landscape and Irrigation Maintenance per ordinance Section 492.11.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per ordinance Section 492.12.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 492.5.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 492.5.

Agenda Date: 9-7-10

Agenda Item: 9e

CITY OF CLAYTON

Founded 1857 · Incorporated 1964

Approved:
Gary A. Napper City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

DATE: September 7, 2010

SUBJECT: Consideration of a status report on City objectives related to a variety of proposed environmental protection programs and Green Building Codes.

RECOMMENDATION

Following the Staff report and public comments, that Council provide policy direction or comments to staff.

BACKGROUND

The City Council has asked for the staff to provide a review of a variety of proposed items related to environmental and protection programs and Green Building Codes. Over the last several months staff has researched these items, and is furnishing this status report to obtain City Council comments and direction.

- **Recycling/Waste Reduction**

In 1989, AB 939 established the current organization, structure and mission of the California Integrated Waste management Board. The purpose was to direct attention to the increasing waste stream and decreasing landfill capacity, and to mandate a reduction of waste being disposed. Jurisdictions were required to meet diversion goals or recycling of 25% by 1995 and 50% by the year 2000. A disposal reporting system was established with Waste Board oversight, facility and program planning was required, and cities and counties began to address their waste stream with a mandated focus to increase recycling.

Since 1989, the cities and county of Clayton has implemented a variety of programs to address waste including yardwaste (greenwaste) recycling, single stream curbside recycling, commercial recycling programs, construction & demolition recycling ordinances and green building education and outreach programs. Programs are also done related to ensuing certain contaminates are not placed into the waste stream such as Household Hazardous Wastes [HHW] and Universal Wastes (i.e.: batteries, fluorescent tubes, certain paints, oil). The City of Clayton participates in the use by its residents of Central Sans HHW facility located near H-4/I-680. The City has also participated in supporting legislative efforts to establish an E-Waste point of purchase fee to support free privately provided E-Waste Recycling events. These event holders are funded through the fee via reimbursement by the State. The State is fully responsible for managing the event holder and its reporting requirements. The City of Clayton has promoted where possible local free E-waste events. A recent addition has been the establishment of a sharps (needle disposal) and pharmaceutical drop off program, as these items were also banned by the state from disposal into the waste stream. In this case the state mandated the requirement however there were not any funds to carry out. After many discussions among cities to establish this program it was finally worked out to have local drop off collection in cities with Central Sans and the City's hauler responsible for the collection. Legal limitation and liabilities required the drop off to be at a location where it could be monitored visually by the Police staff. The City of Clayton established its drop off in November 2009 at the 2nd Floor of City Hall directly outside of the police offices. Publicity of City recycling programs is also required by the state. The City of Clayton outreach and education are done in conjunction with the hauler Allied, Central Sans and often in collaboration with other cities.

Recent changes to AB 939 occurred when the State adopted SB1016 in 2008. It created a change in how the diversion rate is computed. It established a new per capita disposal and goal measurement system moves the emphasis from an estimated diversion measurement number to using an actual disposal measurement number as a factor, along with evaluating program implementation efforts. These two factors are used determine each jurisdiction's progress toward achieving its Integrated Waste Management Act (AB 939) diversion goals. The 50 percent diversion requirement will now be measured in terms of per-capita disposal expressed as pounds per person per day. The focus will be on program implementation, actual recycling, and other diversion programs instead of estimated numbers. Basically in addition to continuing to need to meet the 50% recycling amount, the state limits or caps disposal at 4.1 lbs per day per person. To date the City has been in compliance with these requirements. In 2007 (first year of measuring disposal) was 3.7 lbs/person/day; in 2008 the city generated on average 3.6 lbs per day per person; and for 2009 the city generated 2.9 lbs/person/day. However just meeting the quantitative number is not enough as it is also about programs and how much education outreach, activities etc did you also do and how you can continue to do more in this area.

In 2009 the State also eliminated the State Integrated Waste Management Board. The functions of the politically appointed board are now done administratively by former State Waste Board staff whose department title has been changed to CalRecycle.

Commercial Recycling

A new emphasis by Cal Recycle is commercial recycling. CalRecycle is establishing state commercial recycling regulations as they have determined that this would help them meet their compliance requirement under AB32 - California Global Warming Solutions Act of 2006.

The proposed regulation includes the following components:

- Requires businesses that generate 4 cubic yards or more of trash and recyclables per week to recycle solid waste that they generate by subscribing to a recycling service, or source separating their material and self-hauling to a recycling facility (back hauling), or having their material processed in a mixed waste processing facility.

- Requires each local jurisdiction, to implement a commercial recycling program by July 1, 2012, that consists of education and outreach and monitoring to businesses as defined above. If a jurisdiction already has a commercial recycling program that targets businesses as defined above and addresses outreach, education, and monitoring, it would not be required to implement a new or expanded program.

- Optional is the jurisdiction could include a mandatory commercial recycling policy or ordinance, requiring mandatory commercial recycling through the franchise contract or agreement, and/or requiring that all commercial recycling materials go through a mixed waste processing system that diverts material at a certain level.

- Optional is the jurisdiction recycling program may include and enforcement component; the enforcement component may include all businesses or a subset of businesses – target types of businesses- or may include businesses below the threshold of that specified (those that create 4 cu yds of trash and recyclables)

- Protects existing franchise agreements, contracts, licenses, and the right of businesses to sell or donate recyclable materials.

- Protects existing franchise agreements, contracts, licenses, and the right of businesses to sell or donate recyclable materials.

- Makes CalRecycle responsible for evaluating jurisdiction performance in implementing the mandatory commercial recycling program, for enforcement, and for measuring greenhouse gas emissions reductions associated with commercial recycling at the statewide level.

Staff has reviewed the daft document and to date does not find any changes that the city would need to make to its current ordinance. The state will not require cities to mandate commercial recycling, but to ensure that recycling is occurring by businesses. Recycling by commercial businesses under the state regulations would allow for back hauling which is a method that several businesses in Clayton use. Several years back the City's hauler (Allied) conducted commercial recycling audits, to evaluate commercial recycling by businesses, and determined that all businesses were doing some sort of recycling. Allied will be undertaking a new audit to determine if there are additional efforts toward commercial recycling that would be appropriate. Additionally outreach to commercial businesses regarding what they can recycle is also planned, which would comply with the proposed state regulations.

There does not appear to be any major changes that would need to be made to the city's current ordinance to comply with the state regulations on commercial recycling. Staff will review the city ordinance in more detail when the final regulations are complete by the state.

The state regulations would continue to make optional by the local jurisdiction mandatory commercial subscription to recycling service. Staff is seeking direction on whether the City Council desire to mandate subscription (Allied) recycling service to commercial businesses.

- **Plastic Grocery Bags**

SF Regional Water Quality Control Board issued a new five year stormwater permit to the cities and county in the region. As part of the new permit cities are to make good faith efforts to restrict or ban the use of plastic bags by use of plastic bags for groceries and other stores. Their concerns are also shared by the former State Waste Board, which was concerned that these bags do not decompose and there is little after market demand to recycle the product. Some 19 billion bags a year are used in California alone; and the state spends $25 million annually to collect and bury a portion of them. In 2007 state law (AB 2449) required certain retailers to offer for sale reusable bags. In Clayton the three retailers subject to this requirement Safeway, Walgreen's and CVS, complied with the state law. Also required grocery stores to take back and recycle plastic grocery bags. Safeway is the only store subject to this provision and has been in compliance.

The Water Boards however have become a lead advocate for the ban with advocacy and support from environmental organizations. The concern is that they are easily air borne and blow into trees, roadsides and vegetation, and end up in stormdrains, creeks, the bay and other waterways and oceans. While plastic bags are associated with litter, ocean-borne waste and harm to marine mammals that ingest them or become entangled in them, paper bags have their own environmental issues. They are associated with the loss of forests and their potential to absorb greenhouse gases.

A few cities had in 2007 created ordinance that banned the use of the bags. However, these ordinances have been challenged in court. The Superior Court, State Appellate Courts have ruled that consideration of such ordinances require the preparation of an Environmental Impact Report [EIR]. The State Supreme Court late last month agreed to hear an appeal of the appellate court ruling, the appeal was filed by the City of Manhattan Beach. It is likely that as the State Supreme Court case moves forward the League of Cities will ask cities to file amicus briefs - friend of the court) in support of their position (not to require an EIR for the ordinance). In the State Appellate Court ruling (which upheld the superior court ruling) the EIR is to consider the impact of the switch to non plastic material, such as paper bags on the environment (ie: forest resources, energy consumption, greenhouse gas emissions to create these bags versus plastic bags); also noted by some stores was the impact to their business. The cost of paper is often higher and if the store was to charge a fee for the bag (which some ordinances would allow) customers may migrate to other stores that do not have the fee. These other stores would be within the stores customer market area but located in a nearby city that does not have such fee. Because of these rulings cities and counties have supported a state wide approach to plastic bag prohibition, state legislation would not trigger the CEQA process.

For the last three years Assemblywoman Julia Brownley, D-Santa Monica, has proposed statewide legislation (AB1998) that would ban plastic carryout bags in supermarkets, drug and convenience stores, and liquor stores. It would also make retailers charge at least a nickel for each paper bag and require the bag to have a minimum or recyclable content and be biodegradable. This legislation was supported by the League of Cities and Council of Governments, California Grocers Association as well as Gov. Arnold Schwarzenegger, environmentalists and a host of celebrities, but was heavily opposed by the plastics and chemical industry. The ban would've gone into effect in big stores in 2012 and in smaller stores in 2013. Originally the bill was opposed by both affected retailers as well as the plastic chemical related industry. After additional work on the bill, modifications were made such that the retailers were not opposed. However the American Chemistry Council (plastics and chemical interests) remained strongly opposed, and lobbied heavily against the bill. Although the bill passed in various committees, and the Assembly, in the final week of the Senate voting the the bill failed (14 votes in support, and 21 opposed). China and Bangladesh already have plastic bag bans in place, and the United Nations has called for the bans to go global. Washington state and Oregon cities as well as some other east coast are also undertaking plastic bag bans. Legal challenges in Washington State and Oregon are also occurring. However, the California proposed legislation would have been more extensive than that which currently existed elsewhere in the United States.

Because the legislative process was looking very promising, and the costs related to EIR processes that courts have ruled must occur, most cities have held off on further consideration of local ordinance.

Cost for an EIR depend on the size and number of business and market area to be studied. Consultants would also be needed to assist in some of the data and analysis. Outreach meetings with interest groups (affected businesses and environmental organizations) are often a part of the process. Staff has obtained information that some cities that have already done local ordinances expect the EIR process to be $70,000 to $100,000 for a smaller size city (Laguna Beach), and $100,000 - $250,000 for a medium size city (Richmond), and around $500,000 for a larger size city (San Jose, Oakland).

Staff recommends that the City not pursue consideration of plastic bag ordinance at this time; to monitor the State Supreme Court hearing; and continue to support state wide legislation to address this issue. Another option would be for the city to create education and support programs/materials to encourage residents and business customers to use reusable bags. The City's three largest retailers Safeway, Walgreen's and CVS already have reusable bag programs in place per state law. Efforts to minimize staff time and cost could be minimized by requesting the city hauler to focus on this aspect as part of its education and outreach materials and/or as part of our Clean Water Program efforts to respond to the permit requirement, which might be able to be undertaken as a regional collaboration project.

- **Prohibition of polystyrene aka "Styrofoam" to go food containers**

At the City Council Goal Setting Session in January the Council discussed the desire to research a polystyrene packaging prohibition for take-out food containers. Since that time staff has been monitoring the actions of other cities and gathering procedural information.

A few of the local cities who have taken action to implement a ban on Styrofoam food containers are the City of Berkeley, City of Oakland, City of Emeryville, City of Richmond, and City of Fremont (beginning in 2011). There are many cities that have considered taking action but have not adopted an Ordinance such as the City of Livermore.

Before these cities that enacted a local Ordinance banning these food containers they engaged residents and local businesses in surveys, public meetings, and workshops. The public engagement process before these bans was extensive and cost benefit analysis was provided to determine the fiscal impact to small businesses in changing to Eco-Friendly Food service ware products (ie. biodegradable, decomposable). There were also studies done to determine the environmental impact of the current Styrofoam packaging. Both the costs benefit analysis and the environmental review may require the assistance of consultants. Funding for such would need to be identified as currently there are not any funds identified in the City budget.

An integral part of the Ordinances that were enacted is the enforcement though a fining process. Violations to these municipal codes range from $100-$500, and include inspection process by staff to ensure compliance.

Staff is seeking direction on weather the City Council is interested in considering such an ordinance, or continue monitoring the cities that have recently adopted such ordinances to see how the implementation in those cities are working. Staff is aware that Richmond is currently beginning implementation and is already considering the possibility of making some changes based upon their experience to date as some unanticipated issues have arisen that the ordinance did not address or clearly address. The cost benefit analysis may require the use of consultants, as most cities have done.
Should the City Council desire the preparation of an ordinance and the associated work staff would prepare a scope of work, draft budget and time line and return to the City Council to identify potential funding source if needed, such as the use of reserve funds.

- **Landscape Water Conservation**

In 2006, State Assembly Bill (AB) 1881 was passed. This legislation directed the California Department of Water Resources (DWR) to develop a new State Landscape Water Conservation Ordinance. DWR prepared this ordinance, which became effective January 1, 2010. The DWR Model Water Efficient Landscape Ordinance was reviewed with the Clayton Planning Commission at its meetings of November 10, and November 24, 2009, with related discussion at its February 9, 2010 meeting. This State Ordinance requires all new and rehabilitated landscapes be designed and installed to meet the latest best practices for water use efficiency. All cities and counties in California are required to adopt the State Ordinance as written or develop their own ordinance that is at least as effective in conserving water.

The Planning Commission determined the DWR Model ordinance would be onerous to administer and implement. Consequently, City of Clayton staff (Community Development Director David Woltering) joined with staff members of other local communities and members of the East Bay Municipal Utility District and the Contra Costa Water District to develop an alternative ordinance that would be equally effective as the DWR ordinance, but less complicated and easier to administer and implement. The result of this joint effort was a Regional Landscape Water Conservation Ordinance.

The Regional Ordinance improves upon the DWR (State) Ordinance in terms of making administration and implementation of this State water efficiency mandate easier and less complicated. The Regional Ordinance includes a checklist of planting and irrigation requirements, simplifying the process for design and review of the related plans. The Regional Ordinance includes *Certificate of Compliance* forms. These forms offer the opportunity for self-certification, based on satisfying specified requirements, by designers, installers, and water auditors. This is an important aspect of the Regional Ordinance as this self-certification feature should substantially reduce the cost and time for implementation. Additionally, the Regional Ordinance provides an incentive for projects that have no turf. Projects with all water-efficient plants and no turf are provided a simplified application process and will be exempt from having to prepare a Maximum Applied Water Allowance calculation.

The Planning Commission reviewed and slightly modified the Regional Ordinance to better suit City of Clayton needs and circumstances. An example of a local modification is the City's Maintenance Supervisors would be allowed to sign off on required certifications (e.g., design, installation, maintenance, and auditing) for City sponsored projects within Clayton. This modified ordinance will be presented at the September 7, 2010 Clayton City Council meeting for consideration for formal Introduction and First Reading. This ordinance, with proposed new "Landscape Water Conservation Standards" would replace the City's "Water Conserving Landscape Guidelines" contained in Chapter 17.80 of the Clayton Municipal Code. However, until the City adopts an alternative ordinance, the DWR Model Water Efficient Landscape Ordinance is the default ordinance in Clayton for applicable projects.

- **Water Quality enhancements (newer/updated stormwater reqs)**

The SF Regional Water Quality Control Board adopted a new 5-year permit that regulates cities and counties throughout the Bay Area. The new Municipal Regional Permit (MRP) has many additional requirements over the last permit. The last permit was also issued on a single county wide basis. The objective of the permit is to implement the Federal and State Clean Water Act, and mandates and set forth requirements that the Permittees shall, within their respective jurisdictions, effectively prohibit the discharge of non-stormwater (materials other than stormwater) into, storm drain systems and watercourses. The Contra Costa Clean Water Program is the organization that works collaboratively on stormwater permit compliance with the cities, County and Flood Control District. By working together as a group duplicative efforts are minimized and costs kept to a minimum. The Assistant to the City Manager serves as the City's Stormwater Program Manager and attends the various meetings; usually two to four meetings monthly are held.

Changes to new construction and development and inspections were very minimal in the new permit. All the processes that the city has been undertaking will continue. However some of the many new additional requirements include:

1. Reduction of threshold applicability to 2,500 sq feet of new or remodeled project area.(permit still retains a lesser threshold if the site is close to environmental sensitive area such as creeks and riparian areas, certain slope conditions and/or runoff goes via conveyance into a creek). The city ordinance currently complies with the old permit language of 5,000 sq feet. However some general broad language also extends the ordinance by reference to any new permit requirements that the Board may impose. The Clean Water Program is reviewing with the City/County Attorneys subcommittee the current ordinance language and will be preparing draft update sample ordinance language that would be clearer on the applicability to the new MRP. Once this draft language is available staff will review and make any needed adjustments for local conditions and bring it to the City Council for consideration/adoption. It is expected that this would not occur until late 2011.

2. Enforcement Response and action plan. The new permit has strong emphasis for the permittees (City) to establish a proactive inspection and enforcement program. This includes establishing citations that would be issued on the spot, similar to a police officer. The Water Board believes that a strong immediate citation program and fining structure is warranted since the public has been educated about no dumping and contractors are trained on permit requirements. Cities will be required to report the number of citations issued and the fine amounts and legal authority to lien the property for the citation and to undertake the compliance if no response from the citation. The Water Board will scrutinize those cities that have not issued citations and fines, and the cities may be called into question as to the effectiveness of their enforcement program. The Clean Water Program and the City Attorneys subcommittee are reviewing model programs and will provide information to cities. There is to be a sample ordinance that would be available that would be used to create the needed legal authorities to set up a program in the manner that the Board has required in the permit.

3. Trash reduction requirements for creeks and drainage inlets. Permittees shall install and maintain a mandatory minimum number of full trash capture devices by July 1, 2014, to treat runoff that traps all particles 5 mm (cigarette butt size) or larger. ABAG has grant funding (AARA funds) to distribute specifically for the purchase of these units. For Clayton the allocation is about $6,400. However it would require the city to maintain the device for a minimum period of 20 years or return the funds. It also would require the city to replace the unit at the city's cost should it fail prior to the time period ending. These issues have caused concerns by cities about entering into grant funding agreement through ABAG. The full trash capture devices would be installed in locations where there is more trash such as inlets around schools and near commercial areas. The City Maintenance Supervisor and Storm Water Program Manager attended a workshop and vendor faire. The maintenance supervisor has identified a unit that would best be suited for the drainage inlets in Clayton. Staff has not proceeded due to the uncertain requirements of grant funding. Additionally the installation of the unit is not included in some of the device options. Retrofitting costs to accommodate the unit would be extra. Staff will be getting estimates for these costs and determine if there are sufficient stormwater funds available. The grant program will continue into 2011 and staff will continue to monitor and follow up on this opportunity.

4. Trash Hot Spot identification, monitoring and reporting location for trash along a watercourse, and to implement quantitative and qualitative inventory of materials collected and a trash reduction management plan for this location. All local agencies were required to identify and submit their Trash Hot spot locations based upon an overall community assessment. Because of Claytons small size only one location was required to be selected. The location is the creek section behind Safeway. In accordance with the permit requirements the GPS coordinates and aerial photo were supplied to The SF Regional Water Board. The Water Board staff has uploaded all the locations to its web site and emailed the link out all environmental and other organizations. By June 30, 2011 the City will need to at least annually clean the stretch at least 100 yards in length and within 50 feet of the top of bank, undertake photo documentation (before and after each clean up), quantify and catalogue the

materials and report this information to the Water Board. The objective is to identify what the materials are, where they are coming from, and develop ways to reduce and eliminate the trash. The data will need to be collected over the five years with the trash to be reduced by 40% by 2014; 70% by 2017 and no trash by 2022.

5. Green/Living Roofs. Evaluating and research on mandating new construction to use soil/green plant or living roofs. This project is being worked on by the Clean Water Program and the New Development subcommittee of which city staff attends. The Clean Water program is also coordinating with other regions; however has found that most other regions are interested in having green roofs a requirement for new construction including single family residences. The Clean Water Program with assistance and support of the cities is preparing analysis to determine if such approach would be effective in removal of pollutants from runoff.

6. Rain Water harvesting and Re-Use. Evaluation and research on potential mandate of rain water harvesting and re-use for landscaping and possible for non potable indoor pluming needs ie: toilet flushing. Environmental groups have successfully advocated the water board require new developments to harvest capture and store) on site rain water for re-use on site. This project is being worked on by the Clean Water Program and the New Development subcommittee of which city staff attends. The Clean Water program is also coordinating with other regions; however has found that most other regions are interested in having a requirement for new construction including single family residences to harvest and reuse rainwater. The Clean Water Program with assistance and support of the cities is preparing analysis to determine if such approach would be practical with the climate and rainfall in Contra Costa County.

7. Green Streets renovation projects. Requires demonstration projects within the county area. This would involve the removal or reduction of existing hardscape along roadways and replacing with green plants and infiltration planters. Over the next few years the board has required three to five projects to be completed within Contra Costa County area. The water board believes that there is a need to do more than just address new development but a need to correct past mistakes of having too much impervious surface area. Replacing existing impervious surface material would increase infiltration of runoff and decrease carbon footprint of community by added street trees and plants. This project is being worked on at the by the Clean Water Committee.

8. Integrated Pest Management (IPM)
The new stormwater permit issued by the SF Regional Water Quality Control Board requires the permitees to use integrated pest management practices. It also requires city staff and contractors to be IPM certified. IPM uses an approach that eliminates or reduces to the maximum extent practicable chemical applications for pest and weed/vegetation management. In general the city is compliant with this concept; however we currently do not have a written administrative protocol, policy or procedure. The Clean Water Program has recently completed a sample IPM protocol/process, for use by the cities. City staff will be reviewing and customizing this sample for our needs. The document would be an administrative operational protocol. Staff is not recommending the establishment of ordinance or City Council

approved policy as neither are required by the permit, and the administrative process would provide flexibility to make changes should they be needed either by staff or by the water board. Having a written administrative operational protocol will be sufficient to comply with the permit requirements.

The City has ensured that its open space weed management company, and its building pest management company are IPM certified and appropriate documentation has been submitted to the city. Although city staffs have IPM training as a part of their herbicide applicators license and permitting, the water board is encouraging more extensive training. The training encouraged by the water board is about 40 hours of training would require 4-6 weeks of staff time with 8 hours of training a week. The next training is being held in either walnut creek in the evenings or in san Pablo. Given the amount of time needed after work hours for such training and the limited city staff resources, city staff will not be participating in the additional optional such training this year.

9. Copper in stormwater runoff - Brake Pad regulations

State Water regulations have increased emphasis on removing harmful elements that are in stormwater, especially heavy metals such as copper. Street sweeping is one program that addresses removal of these pollutants. However, the state water board has determined that other measures may be needed by cities, as sweeping alone is not sufficient to meet their requirements. In response cities and counties reviewed various studies and found that a large source of copper came from brake pad linings and the deposition of this material along roadways. With this information the cities and counties determined that a better method to address this pollutant would be for state wide legislation that addressed product manufactures- otherwise known as producer responsibility. Instead of the cities be mandated to clean up the residues, have the state regulate the elimination or reduction of the element in the product. Senate Bill 346 was created to address this issue, and the City of Clayton provided letters of support as the bill worked its way through the process.

Finally after several years of work, including obtaining the support of environmental organizations, and finally this past few months amendments which addressed industry concerns, the bill was passed. This bill final form would eliminate brake pads made with copper, which basically flakes off onto the roads and then gets into the runoff, harming the environment. The amended legislation requires a two-step reduction in friction material copper content to no more than five percent after 2021 and no more than five tenths of one percent after 2025; exempts friction materials for use on vehicles manufactured prior to the above compliance dates - otherwise known as a legacy vehicle exemption; creates an advisory board to review applications for and a process to follow for vehicles manufactured after the compliance dates that will not be able to meet the deadlines. With this bills passage it is our understanding that the water board will not mandate any increases in street sweeping programs to address this pollutant.

- **Bay Basin Plan Amendments**

The Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) is the Board's master water quality control planning document. It designates beneficial uses and water quality objectives for waters of the State, including surface waters and groundwater. It also includes programs of implementation to achieve water quality objectives. The Basin Plan has been adopted and approved by the State Water Resources Control Board, U.S. EPA, and the Office of Administrative Law where required. The Basin Plan is currently being updated to reflect the Basin Plan amendments adopted since 2006. Several amendments have recently been made to update the document. Instead of one comprehensive update, the updates have been done by topic sections.

This document serves as the overall policy document which guides other programs, regulations etc of the SF Regional Water Quality Control Board. It is similar to a General Plan that a city would have. The City' Stormwater Program Manager attended the workshops and provided feedback. This Basin Plan amendment was adopted by the Water Board on July 14, 2010. The Amendment adds nearly 275 surface water bodies to the Basin Plan. It also designates beneficial uses for the newly added and for some existing water bodies. The objective of this Basin Plan amendment is to provide clarity and transparency about what uses we are protecting water quality for in surface waters in the Region. The Clean Water Program and the City's Stromwater Program Manager continue to monitor and review proposed changes to this document and comment as necessary.

- **Stream and Wetland and Riparian Corridor Policy**

San Francisco Bay Regional Water Quality Control Board is developing polices that will protect stream and wetlands systems, including measures to protect riparian areas and floodplains. Once this policy is adopted it will be used to guide the SF Water Board in its regulation authorities and requirements that may be added into existing or new stormwater permits. The goals of the proposed Stream and Wetlands System Protection Policy are:

- To achieve water quality standards and protect beneficial uses of waters of the state
- To protect drinking water through natural water quality enhancement and protection of groundwater recharge zones
- To restore habitat and protect aquatic species and wildlife
- To enhance flood protection through natural functions of stream and wetlands systems
- To restore the associated recreational opportunities, green spaces and neighborhood amenities that water resources provide
- To protect property values and community welfare by protecting natural environments
- To encourage local watershed planning and support local oversight of water resources
- To improve Regional Water Board permitting and program efficiency

Some of the key items under consideration by the Board staff are the limitation of new construction and reconstruction or additions to structures that are located within a certain distance from the top of creek and within the flood plain of the creek. Additionally policies that focus on restoration of degraded areas along creeks are also planned. Clean Water Program staff and the City Stormwater Program Manager continue to monitor this documents preparation and comment as necessary. At this time the document has been divided into two phases. The Wetlands is Phase 1 and has been the focus of most of the Water Board the last two years. It is expected that Phase 2, Stream and Riparian will be underway in 2011 with completion expected in 2012.

The Stream and Wetlands System Protection Policy is planned to achieve its identified goals by recognizing that it is necessary to protect and restore the physical characteristics of stream and wetlands systems-stream channels, wetlands, riparian areas, and floodplains-including their connectivity and natural hydrologic regimes, to achieve water quality standards and protect beneficial uses. The Policy will clarify that stream and wetlands system protection and restoration are viable forms of pollution prevention in all land use settings, and that the strategies of pollutant source control and stream and wetlands system protection need to be integrated to complete the entire watershed water quality management strategy. The Policy will be based on sound scientific principles and will develop reasonable methods to protect water quality.

The Policy is planned to serve as a model for other Regional Water Boards and for the state in the protection of water quality. The Policy aims to promote regulatory efficiency by linking to existing relevant permit conditions and provisions in 401 water quality certifications, and urban runoff National Pollutant Discharge Elimination System (NPDES) permits. The Policy will provide for local jurisdictions to develop watershed management plans that can be used by project applicants to offset impacts to stream and wetland functions when on-site avoidance of impacts is impossible. In this way the Policy will create a vehicle for working with local jurisdictions to develop effective implementation strategies consistent with local stakeholder interests. Offering prescriptive solutions to protect water quality that to avoids, minimizes, and mitigates impacts on a watershed or project-specific basis.

Staff of the San Francisco Bay Regional Water Quality Control Board has held and will have future workshops on the proposed Stream and Wetlands System Protection Policy. The Clean Water Program and the City's Stromwater Program Manager continue to monitor and review proposed changes to this document and comment as necessary.

- **Green Building**

  In response to various local agencies creating "voluntary" or optional green building standards, the State Building Industry Association, State Architects Associations and State Engineering Associations worked with the State of California to create standardized requirements that would apply regardless of where the construction project was located. The State recently adopted the California Green Building Standards Code, commonly referred to as The CALGreen Code, and these new regulations become effective January 1, 2011. This Code is Part 11 of a total of 12 parts of the California Code of Regulations (Title 24), also referred to as the California Building Standards Code. These are the basic regulations for the construction of buildings statewide.

The purpose of the CALGreen Code is to improve the public health, safety, and general welfare by improving the design and construction of buildings to avoid or minimize negative environmental impacts and encourage sustainable construction practices in the following categories:

1. Planning and design
2. Energy efficiency
3. Water efficiency and conservation
4. Material conservation and resource efficiency
5. Environmental quality

The CALGreen Code establishes performance standards and/or efficiency thresholds in these categories to help achieve the sought after improvements. This Code applies to specified residential and non-residential projects and State-owned buildings. An example of an efficiency threshold in the Code is that indoor water usage must be reduced by 20% in applicable non-residential buildings by January 1, 2011 and by July 1, 2011 for applicable residential projects. These reductions can be met by installing low water usage fixtures and appliances in the buildings involved. Performance standards and/or efficiency thresholds are also found in the CALGreen Code for the other categories as well.

The Community Development Director attended a local seminar on August 5, 2010 regarding the implementation of the CALGreen Code. The Community Development Director has spoken with Contra Costa County Building Division staff to coordinate the future adoption by the Clayton City Council of the CALGreen Code. This is necessary as the City of Clayton contracts with Contra Costa County for Building Department services. City staff expects to review the CALGreen Code with County staff in detail this fall and, then, toward the end of this year, bring the necessary amendments to the California Building Standards Code to the Clayton City Council for approval to implement the CALGreen Code.

- **Solar Energy and Energy Retrofit**

  ABAG Residential solar assessment and energy retrofit program [PACE]

To spur homeowner investment in energy efficiency and renewable energy, in June 2008 California passed AB 811 authorizing cities and counties to designate areas (often called Energy Financing Districts [EFD], Solar Energy Efficiency Districts [SEED] or Property-Assessed Clean Energy [PACE] finance programs) where property-owners can enter into "contractual assessments" to finance energy-efficiency improvements. In this kind of financing, the loan is repaid through an assessment on the property's tax bill over a specified period of time. The financing is secured with a lien on the property, and the interest payments are tax-deductible. In other words, the homeowner can get a loan for a retrofit, and pay it back as an addition to your property tax. If the home is sold the assessment (i.e. the loan payments) transfers over to the new owner.

The Association of Bay Area Governments (ABAG) was approved for $10.7 million from the California Energy Commission to administer a region-wide energy retrofit program for residential home energy retrofits, or PACE program. The program would allow the homeowner to finance the installation of via a property assessment over a period of time thereby making the purchase of the units more attainable, and the cost/benefit reasonable. The program would arrange in home surveys for private property owners and assist with financing the costs of solar installation and energy efficiency retrofits, such as upgrading to high-efficiency air conditioning units, installing insulation or duct sealing and solar or tankless water heaters. An additional benefit of the ABAG program is the ability to spread the financing cost, over a much larger market area (nine bay area counties), instead of a city by city program; and that the management of the ABAG program is being funded through a state grant. All of which makes the program more economically feasible, thus encouraging broader retrofit participation for solar and energy efficiency improvements.

ABAG has placed its Property Assessed Clean Energy (PACE) financing program on hold pending further developments that would increase the potential success of program implementation, namely: (1) underwriting standards from Fannie Mae and Freddie Mac that define the PACE bond structure, and (2) federal treasury guarantee of PACE bonds. The Federal Housing Finance Agency (FHFA), actually caused has caused the program to be put on hold. The agency regulates Fannie Mae and Freddie Mac, which purchase mortgages from banks and then resell them to investors, thus making it possible for banks to make more home loans.

The FHFA has objected to PACE programs because it argues that such assessments would be equivalent to liens on the property, which would have to be paid first, before other mortgage lenders, if a property owner defaulted. (i.e.: impair the value of the first loan to creditors). Fannie Mae and Freddie Mac do not want their loans to end up being in a subordinate position, which they believe the PACE program would or could do. California's federal legislative representatives have been contacted to address this issue and the California Attorney General has filed suit against Fannie Mae, Freddie Mac and the FHFA over their actions blocking PACE programs.

The PACE program established by ABAG would have ABAG as the entity placing the assessment on the property, and would manage the program. The program will be offered in Alameda, Contra Costa, Marin, San Francisco, Santa Clara, San Mateo, Solano, and Sonoma Counties and their cites. ABAG would have a convenient, user-friendly website and regional call-center for Bay Area residents to access information about the benefits of retrofit improvements, available incentives, and qualified contractors. The comprehensive community-scale home retrofit program is targeted to achieve energy efficiency upgrades in up to 15,000 single-family and 2,000 multi-family residences. The program will help homeowners achieve a minimum of 20 percent energy savings on average with energy efficiency improvements. These improvements could include installing insulation or duct sealing or total home retrofits employing home energy raters and building performance contractors trained to accomplish deeper, comprehensive energy upgrades. The program is designed to achieve energy retrofits that will in turn create jobs and stimulate the economy, save energy, and reduce greenhouse gas emissions. Program elements include homeowner rebates to attract participation, as well as contractor scholarships, green workforce training, and an expansive outreach campaign developed to achieve California's and the nation's energy and climate change goals. Funding for this program comes from the federal America Recovery and Reinvestment Act (ARRA). The program will also leverage a diverse range of short and long term funds, including grant funds, State Energy Program funds, Workforce Training Grants, and others.

Residential Solar Leasing

A more recent development by many private solar companies is a solar lease arrangement. Many solar company firms have created programs for homeowners to obtain a solar unit by leasing the unit. The lease does not affect a home's loan and the company may maintain the unit. These programs require credit approval and solar analysis and offer a zero-down payment. Cost/Benefit depends on a homes current energy bill, and unit expected life. Monthly costs to lease are often as low as $137/month for a 3.4 kW residential system (typical single family size). This cost would include standard installation on a composite shingle roof with good sun exposure. System sizes, site/roof types and other conditions, and costs vary. Additional costs for the company maintenance may also apply.

Leasing solar panels is simply another way of purchasing a solar system. Leasing allows the homeowner to receive the electricity savings benefit of owning solar panels, while having the flexibility to keep cash and/or home equity. One major advantage of a lease is that there are no out of pocket costs. Typical lease terms are 15 years and most include an early buy-out option between year 6 and 8. The life of most of the units is 15 years. Although some firms state 20 years, reasonable cost benefit analysis would be to use a 10-15 year unit life. Minimum requirements typically include that residence be homeowner property (not rental) with a single conventional mortgage and be within a 110% loan-to-value range, have a Trans Union Credit score of 710 or above, and have enough household income to make your payments.

- **Status of consideration of use of Solar Panels city facilities**

The City Maintenance Supervisors have worked with outside private companies to assess if solar panels would be viable solutions at city facilities. Specifically evaluated was roof installation and solar panels that could be placed on carports that might be constructed at the corporation yard and/or city hall parking lot. Fidelity Solar conducted a site assessment of the Library, Corporation Yard, City Hall and Endeavor Hall and the parking lots. The analysis used a 10-15 year payback/ life of the equipment. The City also worked with PGE to verify information and assessment cost benefit) information

Fidelity analysis determined that there are several factors that result in the use of solar panels as not being cost effective measures. The roof pitches of the city buildings northeast and west facing, which do not provide enough solar gains for a cost effective power agreement program, or enough savings to energy bills related to a costs of a city direct purchase. Additionally the azimuth angle of the sun is not sufficient due to the closeness of nearby hills and terrain. The amount of direct solar gains to the City properties are impacted by the hills to the southeast and the terrain of the slopes to the south and west. The city facilities sit basically in a hole and not enough direct sun would reach the buildings, especially with their east/west facing roof pitches. Solar panels on carports at City Hall parking lot would also have insufficient solar gains due to the terrain, city hall building height, and surrounding vegetation. If trees were removed around City Hall, including removal of Oaks and the parking lot trees, the amount of solar access would make this solution marginal and is not cost effective when the carport construction cost is factored in. Solar carports at the Corp Yard were also determined not cost effective due to the area being below grade and the slope to the south and west and nearby building heights and vegetation. The same situation also applied to the Endeavor Hall parking lot area.

Fidelity also evaluated Keller House and found that solar tracking panels could be viable as a ground mounted unit (solar farm) only if all the undeveloped area was used, and all the vegetation was removed including that along the creek and some at city hall. The the units would be placed on poles and each would be 20 feet tall by 20 feet wide and would rotate to track the sun. This would prohibit the use of the area for any other activity and would require a long term lease with the solar company, as well as removal of major vegetation. These same conditions would apply to the field across city hall parking lot as well (future Bocce ball courts). City staff also evaluated the use of a solar farm at city open space above the golf course, between Peacock Creek and Middle School and at the Community Park. The open space areas have better solar access however the units require foundation installation and stable soil conditions, and available PGE service and lines. Both of these open space areas have soil stability issues so would not be suitable for a solar farm, and lack existing electrical infrastructure to hook up to the grid. The Community Park area also lacks in some of the electrical infrastructure nearby where panel farm might be placed. The area also has solar access issues due to the terrain, and the area would be remote and subject to vandalism concerns by the solar company. For these reasons this location has suitability issues.

In general the company found that there is insufficient direct solar access to make solar panels at these locations economically viable. Given these factors solar panels are not viable options for city facilities and surrounding area.

- **City building interior and other energy efficiency items**

City maintenance also had an energy assessment conducted of the city's building interiors/exteriors. The analysis showed that the city buildings being of newer construction are generally energy efficient. The city already has in place items that are typically used to increase efficiency. The city already uses Compact Fluorescent Bulbs, reflector behind lamps, LED lights (grant funds for pilot project) and for signal lights, and LCD monitors. The use of auto on/off lighting and timer lighting in certain key places has also been done. Although some lights are still standard fluorescent, and if changed to CFLS the savings would be $200/year; however the analysis was based upon all lights on for 8 hours day. City staff does not use all the fluorescent lights 8 hours a day as the building has lots of natural lighting. Given the city practices of less actual light usage, the cost of replacing the ballast and lighting at this time would not be cost effective. Parking lot lighting and city building external lighting was also found to already be energy efficient.

The air conditioning systems were also evaluated at City Hall, Endeavor Hall, and the Library. The analysis showed that City hall has a energy efficient design, with five stage variable demand system. This is the correct type of system for the facility to provide most cost effective energy savings. Endeavor Hall also has a two stage variable system as the building area is much smaller. Again being of newer construction the system is providing cost effective energy efficiency. The Library HVAC system was determined that it was not as energy efficient as other buildings. However the cost to replace to a more energy efficient system would be $156,400 for a system that would have a life of 10-15 years. The payback (break even costs) would not occur until 20 years out, beyond the life of the

equipment. Additionally although a more energy efficient system at the library would result in $3,760 in monthly savings, there would be additional maintenance costs as the system would be water system and require ongoing monitoring, ph balancing by a contractor. The pricing of the increased monthly maintenance and service by HVAC Company would eliminate the energy cost savings. In general it would cost $200 more a month than the resulting savings. The company recommends not to replace the library HVAC until it is necessary, this way the capital costs would have been needed to be expended anyway. The life of the current system is expected to be about 5 more years. By that time there may be better technology available that would provide cost savings with lesser energy usage.
Staff would continue to monitor HVAC technology and the current equipment condition. When the current equipment is determined to be needed to be replaced, staff would bring forward appropriate information to the City Council for replacing with more energy efficient equipment.

- **AB32/SB375**

Locally, work is underway in conjunction with the Contra Costa Transportation Authority (CCTA), the Metropolitan Transportation Commission (MTC), the Bay Conservation Development Commission (BCDC), the Bay Area Air Quality Management District (BAAQMD), and the Association of Bay Area Governments (ABAG) to prepare a Sustainable Communities Strategy (SCS) for the Bay Area to help implement the policies and objectives of AB 32 and SB 375. AB 32 seeks to reduce greenhouse gas (GHG) emissions in the year 2020 to 1990 levels, with an overall 80% reduction objective (from current levels) by 2050. SB 375 supports the policies and objectives of AB 32 by primarily focusing on reducing vehicle miles traveled through land use planning. SB 375 applies to the 18 Metropolitan Planning Organizations (MPO) in California. MTC is the MPO that the City of Clayton works with. SB 375 adds a Sustainable Communities Strategy (SCS) element to regional transportation plans (RTP).

An SCS is a regional development plan that must be internally consistent with RTP transportation funding elements. An SCS must feasibly meet GHG emission reduction targets set for the region by the California Air Resources Board (CARB). An SCS increases the coordination between regional transportation planning and housing planning. There must be consistency among the Regional Housing Needs Allocations (RHNA) determined for local communities by ABAG, the RTP and an SCS.

At this time, the SCS for the Bay Area is being developed by a Regional Working Group with representatives from local governments and the previously mentioned agencies. The planning horizon for this current effort is through 2035. The objective will be to develop a blueprint for future growth in the Bay Area that decreases the number and length of vehicle trips and the overall number of vehicle miles traveled. The plan will look at a variety of opportunities to reduce vehicle miles traveled including, mixing land uses so that the length an number of trips can be reduced, intensifying land uses along public transit corridors so that the length and number of trips can be reduced, and locating future employment centers near public transit routes.

City of Clayton staff regularly attends meetings scheduled by the Contra Costa Transportation Authority (CCTA) at which input is solicited on or updates are provided regarding the development of the SCS. The larger working group meetings are scheduled through December of this year for the purpose of developing the SCS.

- **Local Climate Action Plan**

A Climate Action Plan could be prepared as an optional element in a jurisdiction's General Plan. At this time, though, particularly given the implementation of AB 32 may be deferred as a consequence of a ballot measure later this year, it is unclear under what form and to what extent Climate Action Plans will be prepared and used.

It is expected that Climate Action Plans would accomplish the following:

- Record Baseline Emissions within the community
- Set local Targets for Emissions within the community
- Track Reductions in Emissions within the community
- Show how a local governments is meeting the goals of AB 32

- **Greenhouse Gas Guidelines**

The Bay Area Air Quality Management District (BAAQMD) adopted new Air Quality Guidelines as of June 2, 2010. The Guidelines contain new criteria for analyzing the air quality impacts of development projects under the California Environmental Quality Act (CEQA), in particular to greenhouse gas (GHG) emissions and the health risks of projects located near sources of toxic air contaminants and fine particulate matter. Townhome developments larger than 78 units and discount stores larger than 20,000 sq. ft. require GHG analysis according to the Guidelines. The City of Clayton will address these guidelines through its CEQA analyses on applicable projects.

FISCAL IMPACT

Many of the above items are unfunded mandates by the State. Work on the above items will require staff time and in some cases assistance of consultants. The City's current budget does not have specific funds identified nor are these items budgeted. The Water Conservation Ordinance and the Green Building Codes are items that can be incorporated into existing staff work load and do not need outside consultants. Greenhouse Gas Emissions will be incorporated into applicable project CEQA analysis which is typically contracted out and paid for by the applicant. Other items such Climate Action Plans, and Polystyrene ban, and Plastic Grocery bag ban would include CEQA review and outside consultants assistance, and such costs funded by the City, and its general fund. At this time staff is not aware of any grants or other sources of funding for these costs. However in the future there may be some grant opportunities available. Staff continues to monitor any and all grant opportunities for applicability to these programs.

CONCLUSION

The City Council should receive any public comments, and then provide policy direction or comments to staff.

Staff is specifically seeking direction/confirmation of the following:

- ☐ Should the city undertake at this time development of a polystyrene take out container prohibition
- ☐ Should the city undertake the development of ordinance that would require mandatory subscription by City hauler for commercial businesses.
- ☐ Should the city undertake increased outreach and education to the residents to encourage use of reusable bags for purchases.
- ☐ Should the City develop a city wide Integrated Pest Management Ordinance that would apply to public and private buildings and grounds; develop a City Council Adopted Policy that would apply to city building and grounds; or establish written administrative protocol to comply with State Water Board requirements.
- ☐ Continue to monitor plastic bag ban for commercial retailers and to continue to advocate for via state wide legislation to address.
- ☐ Continue to monitor developments on AB32 (Climate Action Plan) and not proceed at this time with development of local general plan element until additional information and funding sources are identified.
- ☐ Continue to monitor and participate as necessary on bay area wide and regional planning efforts related to SB 375.
- ☐ Continue to review recently adopted State Green building codes and prepare any necessary local ordinance to implement relative to the County requirements, which provides building plan check and inspection services for the City.
- ☐ Continue to monitor solar technology and any additional changes to this technology that might make it cost effective to the city, and not to pursue solar panels at this time.
- ☐ Continue to monitor technology options for additional building energy efficiency that would result in cost effective savings.
- ☐ Continue monitoring energy efficient HVAC technology for the Library for cost effective options for consideration in the future when the current equipment needs replacement
- ☐ Continue to work with in collaboration with the Clean Water Program in reviewing current ordinances related to implementation of the new stormwater permit, and prepare any needed amendments to city ordinances that would be necessary to meet only the mandated permit requirements.

CITY OF CLAYTON
Founded 1857 . . Incorporated 1964

Agenda Date: 9-7-10

Agenda Item: 9f

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 07 SEPTEMBER 2010

SUBJECT: CONSIDER FINANCIAL OBLIGATIONS TO PARTICIPATE IN THE REGIONAL COMMUNICATIONS INTEROPERABILITY SYSTEM

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution confirming the City's participation in the East Bay Regional Communications System Authority's (EBRCSA) project to provide a regional interoperability communications system for Alameda and Contra Costa counties and their public safety/emergency services, and authorizing the City Manager to sign the Project Operating Agreement and to prepare the City's direct payment of $58,710 from the City's unexpended COPS Grant monies to buyout the City's share of EBRCSA's $17 million bond financing plan to avoid a more expensive debt service expense of $107,046 (over 15 years).

BACKGROUND

The EBRCSA was created as a Joint Powers Authority (JPA) on September 11, 2007, with the goal of developing and operating a state-of-the-art radio communications system that would provide regional interoperability. The new system will replace a patchwork of systems currently in use in Contra Costa and Alameda counties. All of the systems and radios are in need of replacement or upgrading, and most lack adequate capacity. Current systems utilize four different frequency bands allowing for no interoperability between agencies operating in different frequency bands. The inability to communicate with other disaster and emergency response personnel and entities has long been a bane for effective and efficient disaster response situations.

The EBRCSA currently includes 36 member agencies consisting of these 2 counties, 29 cities, 4 special districts, and the University of California. The JPA Board of Directors includes 23 representatives consisting of Elected Officials, Police Chiefs, Fire Chiefs, and City Managers. The Clayton City Council previously, on several occasions, has indicated its commitment to be a participant in this enhanced system primarily due to its effectiveness as well as the fact the City of Concord will be a participant. Since our City contracts with Concord for police dispatch services and radio maintenance, if we do not upgrade to the new P-25 compliant radio and interoperability capital system our police dispatch services will no longer function; our officers will be unable to send or receive law enforcement radio communications with Concord and other public safety agencies. In addition there are no other options for dispatch services as Contra Costa County will also be a new system participant.

The EBRCSA system was designed by Motorola through a procurement process initiated by Alameda County. EBRCSA hired CTA Communications to complete a review of the original design and make recommendations as to the final design and provide cost information on the final build out of the capital system as well as the operating and maintenance costs.

The current estimated cost to complete the new system is $69,952,910. EBRCSA has secured approximately $39 million in funds from the Bay Area Super Urban Area Security Initiative, Urban Area Security Initiative, State Homeland Security and COPS Grant programs. To date, funds have been used to develop the system and purchase equipment. The West Contra Costa County Cell is now complete and will be available for use once the testing is complete. The East Alameda County Cell is 80% complete and expected to be operational by the end of the year. The full system is targeted to be up and available to all system users prior to January 1, 2013.

DISCUSSION

A. Regional System Financing

EBRCSA is working with Alameda and Contra Costa counties on a financing strategy that incorporates a combination of grants and debt financing to fund the remaining $30,987,000 needed to complete the system. An additional $13,987,000 in grants is anticipated to be received over the next 4 years, leaving a total of $17,000,000 in capital system costs to be financed. These expenses are for the capital costs to install the system's operational infrastructure, such as the 36 cell tower sites. This action does not include purchase or maintenance of the P-25 compliant radios by each agency.

Both Alameda and Contra Costa counties are currently preparing to issue new debt to fund projects unrelated to EBRCSA. In doing so, both counties are taking advantage of American Recovery and Reinvestment Act (ARRA) bonds, which will require the transactions to be completed prior to the end of 2010.

In lieu of EBRCSA independently undertaking a separate $17 million financing bond, both counties have agreed to increase the size of their issuance to include the needed EBRCSA funds. Based on the distribution of system users, Alameda will increase their issuance by $10,200,000 and Contra Costa will increase their issuance by $6,800,000. EBRCSA will then issue bonds to the counties.

The opportunity to partner with the two counties on the financing offers significant advantages to EBRCSA. The size of the issuance and creditworthiness of the counties will result in a much lower interest rate, avoid the need to go through a rating process, reduce issuance costs and lower costs for all participants.

Cost to each member agency will be apportioned based upon the total subscriber units (radios) as the variable to determine system use. Monthly per radio charges (user fees) will be determined based upon a total annual debt service payment of $2,066,000, plus total system operations and maintenance costs of $3,850,000, divided by the total number of radios operating on the system. Monthly user fees are estimated to fall within a range of $40.00 to $45.00 per radio. Debt service payment will commence in 2013/14, once the entire system is operational, and runs through 2028 (15 years).

As more public entity users join during the intervening two years (prior to the first debt service payment in 2013) the rate will be adjusted to match the total user (radio) count. The initial payment will be set reflecting the additional users. For agencies that are able to use the system prior to commencement of debt service payments, the monthly per radio user fees are expected to range from $26-$29 per month to cover maintenance and operations.

B. Local Entity Radios and Expenses

The new user fees will replace current monthly user fees being paid members agencies for their radio system. Final costs will be determined by 2013 once all agencies have confirmed or modified the number of radios they wish to operate within the regional system but at this point the conservative budget numbers are based on 11,000 system wide radios. As the number of radio subscriptions increase, the apportioned capital cost per radio decreases for operations and maintenance expenses, and for the corresponding debt service financing or debt buyout option.

Initially our City submitted a tally of 35 radios necessary to cover existing Police and Maintenance Department communications. However, a final review in preparation for this Staff Report resulted in the request for 3 more radios to ensure coverage for field personnel (portable) and our emergency operations center (EOC) activities (see Attachment 2 for radio count assignment). Consequently, staff recommends our City participate in the new system with an initial count of 38 radios. Additional radios can be brought online by participating agencies via buying into the communications system and capital infrastructure once the full system is operational.

Agencies may opt to fund their share of the capital system costs up front in lieu of participating in the $17 million financing. This alternative would reduce one's monthly user fees by approximately one-third. Using the conservative budget scenario at this time for User Fees (i.e., 11,000 radios), the following chart illustrates the fiscal advantage for our City to "buyout" the per radio capital allocation in contrast to financing the acquisition through a bond term of 15 years:

38 Radios	Finance Cost	Buyout Option	
Operations & Mtn.*	$ 199,523	$ 199,523	
Capital System Acq.	$ 107,046	$ 58,710	
15 Year Total:	$ 306,569	$ 258,233	
Net Savings:	--	**$ 48,336**	**15.8%**

* assumes same cost over 15 years

In addition to achieving an overall savings, this preferred option for our City lowers the monthly operational cost in the annual City Budget, from $44.82 per month per radio down to $29.17 per month per radio. Any reasoned action to keep recurring operational expenses at a reduced level of General Fund allocation is beneficial to the City's objective for an annual balanced budget. Fortunately, our City has sufficient reserves and unexpended COPS Grant monies that can be allocated to this one-time purpose.

C. Timing

In order to capitalize on the opportunity to partner with Alameda and Contra Costa counties on their respective financings, EBRCSA will need each member agency to adopt a Resolution (Attachment 1) approving an Operating Agreement that will financially commit our City to a participate, based upon the number of 38 radios that we plan to operate on the system. The EBRCSA requires our notification and commitment by 10 September 2010.

FISCAL IMPACT

Monthly per radio charges ultimately associated with participation in the EBRCSA are estimated to be $44.82 based on the number of 38 radios to be operated by our City in the regional interoperability system. This cost can initially lowered to $29.17 per radio per month should the staff recommendation be approved to "buyout" our share in financing related capital system acquisitions. Such annual expense must be incorporated into the City's operations starting with the FY 2013-14 City Budget.

Therefore, our City must plan to budget this interoperability system maintenance and operation expense of approximately $13,301.52 in three (3) years. This new expense for Clayton is not offset by the elimination of an existing radio system maintenance and operations expense as we are not incurring such a charge. In addition our City will need to purchase 38 P-25 compliant radios to operate on the new system, which cost is unknown at this time. Our City will certainly reap per-unit cost advantages of a bulk purchase through EBRCSA when it buys 11,000 – 13,000 radios for the system users. Any local radio repairs, maintenance or replacements are the sole cost of the local public entity.

If authorized, staff will initiate the necessary work for subsequent City Council action to formally approve the expenditure of $58,710 in unexpended COPS Grant monies for our share of the related capital system framework and hardware for an enhanced regional interoperability communications system. Our COPS Grant Fund presently has an unexpended balance of $73,855; use of these monies for the EBRCSA "buyout" option will leave $15,145 available for use in front-line law enforcement needs.

Attachments:
1. Resolution and Operating Agreement [2 pp. + Agm't.]
2. Clayton radio count [1 pg.]
3. EBRCSA project information [6 pp.]

ATTACHMENT -1-

RESOLUTION NO. - 2010

A RESOLUTION APPROVING A PROJECT OPERATING AGREEMENT WITH THE EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

THE CITY COUNCIL
City of Clayton, California

WHEREAS, the City of Clayton is a member of the East Bay Regional Communications System Authority (the "EBRCSA"), a joint powers authority organized and existing under and by virtue of the laws of the State of California, [pursuant to a Joint Exercise of Powers Agreement dated as of September 11, 2007]; and

WHEREAS, the EBRCSA is authorized to acquire, plan, design, finance, construct, operate and maintain a P-25 compliant radio communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein, including the City of Clayton (the "Project"); and

WHEREAS, the EBRCSA intends to issue approximately $17 million in Revenue Bonds (the "Bonds") for the purpose of financing the acquisition, capital infrastructure construction and operation of the Project, and will own and operate the Project for the benefit of its members and subscribers; and

WHEREAS, the Bonds are to be secured by a pledge of and first lien on annual payments by each member and subscriber for the service provided by the Project, to pay the principal of and interest on the Bonds; and

WHEREAS, the Operating Agreement [attached hereto] sets forth the terms and conditions of Service Payments and Operating Payments by the City of Clayton for EBRCSA's acquisition, capital infrastructure construction and operation of the Project for the benefit of its members and subscribers, including the City of Clayton; and

WHEREAS, the Operating Agreement is intended to establish a means of providing Revenues for the Project, and is not in itself an approval of the Project; and

WHEREAS, City staff has reviewed the Operating Agreement and the City Manager recommends its execution is in the best interest of the City to enable participation in and the benefits derived from providing an enhanced interoperability radio communications system functional within the city of Clayton.

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

(1) Approve the Operating Agreement in the form attached hereto and incorporated herein as if fully set forth below;

(2) Authorize its City Manager to execute the Operating Agreement; and

(3) Authorize its City Manager to execute such further documents and take such further actions as may be necessary and appropriate to implement the intent of this Resolution, provided such action(s) do not materially or substantially increase the City's obligations there under.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 7th day of September 2010 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

____

Hank Stratford, Mayor

ATTEST:

____

Laci J. Jackson, City Clerk

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

PROJECT OPERATING AGREEMENT

This PROJECT OPERATING AGREEMENT (the "Operating Agreement"), made and entered into as of _________________, 2010, (the "Effective Date"), by and between the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the public agency set forth on the signature page hereof ("User").

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), formed by the Members pursuant to a Joint Exercise of Powers Agreement dated as of September 11, 2007 (the "JPA Agreement"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of paying the cost of public capital improvements within the State of California, including a P25 compliant or equivalent communications system serving Alameda and Contra Costa Counties and individual political jurisdictions therein (the "Project"); and

WHEREAS, User and the Authority propose to enter into this Operating Agreement, whereby the Authority will own and operate the Project for the benefit of the Users, and the Users will pay, pursuant to user fees, the cost of the Project, consisting of a buy-in cost based on the number of radios in use in the Project ("Initial Payments"), the cost of the Project (the "Service Payments") and the cost of its annual operation (the "Operating Payments"), (Service Payments and Operating Payments referred to herein collectively as the "User Payments"); and

WHEREAS, the Authority will issue its Revenue Bonds (the "Bonds"), pursuant to its duly adopted resolution ("Resolution"), for the purpose of providing money to acquire the Project; and

WHEREAS, the Bonds are to be secured by a pledge of and first lien on the User Payments to the extent received by the Authority from the Users pursuant to Operating Agreements executed by each of them (the "Revenues"), which Revenues are anticipated to be sufficient in time and amount to pay the principal of and interest on the Bonds; and

WHEREAS, this Operating Agreement is intended to establish a means of providing the Revenues and ensuring the sound operation of the Project, and is not in itself an approval of the Project.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the undersigned User and the Authority agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms used in this Operating Agreement and not defined herein shall have the meanings ascribed thereto in the Trust Agreement.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

"Authority" means the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under the Act and any successor thereto.

"Authorized Representative" means: (a) with respect to the Authority, its Chair, Vice Chair, Executive Director, or Secretary, or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Chair and filed with the Trustee; and (b) with respect to a User, any person authorized to perform any act or sign any document by or pursuant to a resolution of the governing board of such User and filed with the Authority.

"Bondholder or " Bond Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Bond Law" means Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended from time to time.

"Bonds" means the Revenue Bonds of the Authority issued from time to time to finance the Project pursuant to the Trust Agreement.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are closed.

"County" means the County of Alameda and/or the County of Contra Costa, as further specified herein.

"Debt Service" means the debt service due Alameda and Contra Costa Counties on the EBRCSA Bonds and set forth in the Trust Agreement and/or Financing Agreements, as they may be amended or supplemented from time to time.

"Due Date" means, with respect to the User Payments, August 31st of each year.

"Event of Default" means an event of default described in Section 5.01 hereof.

"Financing Agreement" means an agreement between the Authority and the respective County pursuant to which County will purchase the Bonds.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official Fiscal Year period of the Authority designated in a Written Certificate of the Authority delivered to the Trustee.

"Initial Payments" means the charge established by the Authority as an up-front payment required to become a User pursuant to Section 3.01.

"JPA Agreement" means that certain Joint Exercise of Powers Agreement, dated as of September 11, 2007, establishing the Authority, as originally executed or as it may from time to time be supplemented, modified or amended as provided therein.

"Members" means Users that are signatories to the JPA Agreement, as the same may be amended and that are parties to an Operating Agreement.

"Net Proceeds" means, when used with respect to any insurance or condemnation award received by the Authority, the proceeds from such insurance or condemnation award remaining after payment of all reasonable expenses (including attorneys' fees) incurred in the collection of such proceeds.

"New User" means a User entering into an Operating Agreement with the Authority that has not paid a $200 per radio Initial Payment.

"Operating Agreement" means this operating agreement, dated as of _______________, including any amendments and supplements hereto.

"Operating Costs" means the costs spent or incurred by the Authority for maintaining and operating the Project, including all expenses of management, repair and operation, including but not limited to costs of electricity, outside vendor contracts, software license and upgrades, , replenishment of the Reserve and Replacement Fund, and all other expenses necessary to maintain and preserve the Project in good repair and working order, and all administrative costs of the Authority, including administrative costs attributable to the Project and to the Operating Agreement, including without limitation salaries and wages of employees, overhead, insurance, taxes (if any), expenses, reasonable compensation and indemnification of fiscal agents, paying agents and trustees with respect to the foregoing, and fees of auditors, accountants, attorneys or engineers, and all applicable federal, state and local requirements pertaining to the operation of the Project.

"Operating Payment" means the share of Operating Costs, including but not limited to funding of the Reserve and Replacement Fund and funding of new capital, annually allocated to each User, as annually determined by the Authority.

"Operating Period" means the period in each year from July 1 to and including the following June 30, during which time the Authority is operating the Project.

'Project" means that certain public safety radio system to be financed with the proceeds of the Bonds and all other sources of financing available to the Authority, as described in Exhibit B hereto, as the same may be amended from time to time.

"Reserve and Replacement Fund means the reserve and replacement fund held by the Authority pursuant to Section 3.06 hereof.

"Reserve and Replacement Fund Requirement" means that requirement for the Authority's maintenance of a minimum of One Million Dollars ($1,000,000) in the Reserve and Replacement Fund.

"Revenue Fund" means the special fund held by the Trustee pursuant to the Trust Agreement.

"Revenues" means (a) the Initial Payments, (b) all User Payments received by the Authority from the Users hereunder, including the proceeds of any business interruption insurance, (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established under the Trust Agreement and/or the Financing Agreements, and (d) all other funds from any source legally available to the Authority.

"Service Payments" means the annual payments by each User for the service provided by the Project in the applicable Operating Period, in the amounts set forth in Exhibit A hereto, as revised periodically from time to time by the Authority, which amounts shall be used by the Authority to pay the principal of and interest on the Bonds and/or be deposited in the Reserve and Replacement Fund.

"Subscribers" means users of the Project pursuant to conditions imposed by the Authority and this Operating Agreement, that are parties to this Operating Agreement but are not signatories to the JPA Agreement.

"Trustee means initially the Treasurer, Auditor or other designee of the County of Alameda or such other firm appointed by the Authority and acting as an independent Trustee with the duties and powers provided in the Trust Agreement; its successors and assigns; and any other corporation or association which may at any time be substituted in its place, as provided in the Trust Agreement.

"Trust Agreement" means the Trust Agreement, dated as of October 1, 2010, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented.

"User Payment" means, collectively, the Service Payment and the Operating Payment due in any year, except to the extent such amounts are rebated to a User due to abatement of such User's obligations hereunder as provided in Section 3.04 hereof.

"Users" includes Members and Subscribers.

ARTICLE II

OPERATION OF THE FACILITIES

Section 2.01. Operation of the Project: Title.

The Authority has or will enter into purchase orders and contracts to supervise and provide for, or cause to be supervised and provided for, the complete planning, design, construction, acquisition, financing, improvement, repair, modification and installation of the Project. The Authority covenants to obtain such land use permits as are required for acquisition and installation of the Project. In the event any such permit cannot be reasonably obtained, the Authority will use its best efforts to pursue alternate sites for such component of the Project. The Authority agrees that it will cause the work under said contracts to be diligently performed and that the Project will be constructed, improved, repaired, modified, acquired and installed in accordance with the specifications approved by the Authority. In connection therewith, the Authority hereby agrees to operate the Project for the duration of this Operating Agreement.

The Project shall be used for radio service for public safety and other governmental uses for the benefit and convenience of the Users, which shall have the right to use the Project at all times herein mentioned at rates and charges established by the Authority, except as otherwise provided pursuant to Article V hereof. In order to effectively operate the Project, the Authority hereby agrees to maintain and preserve the Project in good repair and working order at all times and to operate the Project in an efficient and economical manner, and will pay all maintenance and operation costs of the Project as they become due and payable from available revenues.

At all times during the term of this Operating Agreement the Authority shall hold title to the Project, including all additions which comprise fixtures, repairs, replacements or modifications thereto, except for such equipment as is owned by one or more Users or other governmental agencies and licensed to the Authority. Upon the termination of this Operating Agreement, all right, title and interest in and to the Project shall be retained by the Authority except as may be otherwise provided pursuant to licensing or other agreements.

The Users recognize and acknowledge that the operation, control, ownership and management of the Project is at the complete and sole discretion of the Authority. Nothing in this Operating Agreement shall be construed to limit the Authority's discretion in management and operation of the Project. In connection therewith, User hereby consents to all steps or actions Authority has taken or may take which are necessary or appropriate for the authorization, issuance, sale and delivery of the Bonds and the acquisition and construction of the Project. The Bonds shall be issued, sold and delivered on such terms and conditions as the Authority, in its reasonable discretion, deems necessary or desirable. User hereby agrees to cooperate with the Authority and its designated representatives, and to provide all reasonably requested material relating to the User, in order to timely accomplish such authorization, issuance, sale and delivery of the Bonds; provided that such cooperation does not constitute an agreement to issue any land use permits. However, User covenants to promptly process all applications of the Authority for necessary land use permits.

The Authority will make all reasonable effort to provide continuous service to the Users, but may temporarily discontinue or reduce service to one or more of the Users for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the Project, or except as provided in Article V hereof. The Authority shall notify Users as far in advance as reasonably possible of any discontinuance or reduction of service, and the estimated duration of such discontinuance or reduction. Recognizing that the Users will rely on the Authority for uninterrupted service, the Authority agrees to use its best efforts throughout the term of this Operating Agreement to minimize any such discontinuance or reduction of service.

The Authority shall prepare a budget for all Operating Costs by of each year, and shall promptly provide each User with a copy thereof. To the extent Operating Costs in any year exceed the amount set forth in the budget, the Authority shall promptly notify each User in writing of such increases. Upon receipt of such notice, the User hereby agrees to use its best efforts to pay such increased Operating Costs as soon as possible.

Section 2.02. Modification of Project.

The Authority shall have the right to make additions, modifications and improvements to the Project or any portion thereof. All additions, modifications and improvements to the Project shall thereafter comprise part of the Project and become subject to the provisions of this Operating Agreement. Such additions, modifications and improvements shall not in any way damage the Project, or cause the Project to be used for purposes other than those authorized under the provisions of state and federal law; and the Project, upon completion of any additions, modifications and improvements made thereto pursuant to this Section, shall be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The Authority will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the Authority pursuant to this Section; provided that if any such lien is established and the Authority may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Users will cooperate fully in any such contest, upon the request and at the expense of the Authority.

Notwithstanding any other provision hereof, the Authority shall be entitled to remove portions of the Project from service, upon a filing with the Trustee of evidence that adequate facilities remain to provide comparable levels of service to the Users notwithstanding any such removal.

Section 2.03. Term.

Unless extended by mutual agreement, the term of this Operating Agreement shall commence on the date of delivery of any Bond to the initial purchaser thereof and terminate (subject to such other termination events as provided in this Operating Agreement), on the date on which no Bonds are Outstanding.

ARTICLE III

PAYMENT OF INITIAL PAYMENTS AND USER PAYMENTS; RESERVE AND REPLACEMENT FUND

Section 3.01. Payment of the Initial Payment and User Payments.

New Users who enter into this Operating Agreement and existing Users who have paid an Initial Payment of $200 per radio who wish to increase the number of radios in their existing service, shall pay an Initial Payment to the Authority, or its successors or assigns, from any source of legally available money, of Two Hundred Dollars ($200) per radio. The Initial Payments shall be deposited in the Reserve and Replacement Fund. In addition, each New User, or User increasing the number of radios in service, shall pay an Operating Payment equal to the fee per radio paid by all then existing Users, and a Service Payment per radio equal to that paid by each existing User then paying a Service Payment, unless such New User selects prepayment of its Service Payment.

In the event that a New User chooses to prepay its Service Payment at the time of its execution of the Operating Agreement, the Authority will calculate the appropriate contribution of the New User based on the total cost of the Project, and will deposit such Service Payment in the Reserve and Replacement Fund.

In addition to any required Initial Payment, on each Due Date, beginning in 2013, unless required earlier pursuant to a supplemental agreement, each User shall each pay to the Authority, or its successors or assigns, from any source of legally available money, its Service Payment, and its Operating Payment. The Operating Payment owed by each User shall be in the amount annually determined by the Authority for such Operating Period. The payment in any Operating Period by a User of its User Payment shall be for use of the Project by such User during such Operating Period. Service Payments for New Users entering into an Operating Agreement after August 2013 shall be deposited in the Reserve and Replacement Fund.

Each Initial Payment and User Payment shall be payable by the Users in accordance with the terms hereof and at the times required herein in lawful money of the United States of America. In the event a User should fail to make any of the payments required in this Section 3.01, the payment in default shall continue as an obligation of such User until the amount in default shall have been fully paid, and the Users agree to pay the same with interest thereon, to the extent permitted under applicable law, from the date of default to the date of payment at the highest rate of interest represented by any Outstanding Bond plus one percent (1%). Overdue Service Payments, if received, shall be deposited in the Reserve and Replacement Fund to the extent that the amount on deposit therein is less than the Reserve and Replacement Fund Requirement, and then to the Revenue Fund. Overdue Operating Payments shall be used by the Authority to pay Operating Costs.

The User Payment coming due and payable during each Operating Period shall constitute the total payment for service to such User provided by the Project for such Operating Period, and shall be paid by each User in each Operating Period for and in consideration of the right of the use and service provided by the Project during each Operating Period. The parties hereto have agreed and determined that the total User Payment represents not more than the fair value of the cost of the service provided by the Project. In making such determination, consideration has been given to the estimated fair market value of the Project, the costs of financing, servicing and operating the Project, other obligations of the Users and the Authority under this Operating Agreement, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the Users and the general public.

Section 3.02. Source of Payments: Budget and Appropriation.

The User Payments shall be payable from any source of legally available funds of the Users. User covenants to take such action as may be necessary to include all payments owed hereunder in each of its annual budgets during the term of this Operating Agreement and to make the necessary annual appropriations for all such payments. The covenants on the part of User contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of User to take such action and do such things as are required by law in the performance of the official duty of such officials to enable such User to carry out and perform the covenants and agreements of such User in this Operating Agreement.

In the event of abatement of User's Service Payment due to the Project being unavailable for use, the Authorized Representative of such User and all other officers of such User charged with the duty of preparing and submitting the annual budget of User to its legislative body shall include in the proposed budget, and request that the legislative body include in the final approved budget, and thereby appropriate, any amount necessary to replenish the Reserve and Replacement Fund in the amount of such User's abated Service Payment. Such officers shall use their best efforts to obtain such appropriation. The request for inclusion in the final approved budget and appropriation shall be made in each Fiscal Year following any such abatement so long as is necessary to restore the Reserve and Replacement Fund. Notwithstanding the foregoing provisions of this paragraph, the decision of the legislative body as to whether or not to approve and appropriate any amount under this paragraph in any given Fiscal Year for the purpose of reinstating the Reserve and Replacement Fund Requirement is in the sole and sound discretion of such legislative body, and the failure to make any such appropriation in any given Fiscal Year shall not constitute an Event of Default under this Operating Agreement.

Section 3.03. Reserved.

Section 3.04. Abatement of Payment of User Payments.

If the Project shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, this Operating Agreement shall cease with respect thereto as of the day possession shall be so taken. If less than all of the Project shall be taken permanently, or if the Project or any portion thereof shall be taken temporarily, under the power of eminent domain, and there is a resulting substantial interference with the service provided by the Project, then (a) this Operating Agreement shall continue in full force and effect with respect thereto and shall not be terminated by virtue of such taking and the parties hereto waive the benefit of any law to the contrary, and (b) there shall be a partial abatement of the User Payments, in an amount to be determined by the Authority such that the resulting User Payments represent fair consideration for the service provided by the remaining usable components of the Project. The User Payments shall be abated during any period in which there is a material failure by the Authority to provide radio service from the Project to such User. The amount of such abatement shall be determined by the Authority such that the resulting User Payments represent fair consideration for the service provided by the portions of the Project not damaged or destroyed. Such abatement shall continue for the period commencing with such material damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such material damage, destruction or malfunction, this Operating Agreement shall continue in full force and effect and User waives any right to terminate this Operating Agreement by virtue of any such damage and destruction.

Section 3.05. Receipt and Deposit of User Payments.

The Authority covenants and agrees that the User Payments, when and as received, will be received and held by or on behalf of the Authority in trust and deposited in the Revenue Fund.

Section 3.06. Establishment, Maintenance and Use of Reserve and Replacement Fund.

The Authority shall maintain and hold a separate fund to be known as the "Reserve and Replacement Fund." The Authority shall deposit Revenues remaining after paying Debt Service on the Bonds, and Operating Payments remaining after payment of all Operating Costs for the Fiscal Year , in the Reserve and Replacement Fund until the amount on deposit therein is at least equal to the Reserve and Replacement Fund Requirement , and thereafter add such amounts as the Authority shall determine from time to time as necessary to replenish the Reserve and Replacement Fund so that it has on deposit an amount at least equal to the Reserve and Replacement Fund Requirement. The Authority may withdraw amounts from the Reserve and Replacement Fund for use in repairing, improving or replacing the Project or any component thereof; providing credits to Users pursuant to Exhibit A hereto; or for any other lawful purpose that is authorized by the Authority's Board of Directors; provided, however, that in the event any User Payment is abated as provided herein or is insufficient to pay Debt Service, amounts on deposit in the Reserve and Replacement Fund may be used for transfer to the Trustee in an amount equal to such abated User Payments or such insufficiency, until such time as the abatement is discontinued and User Payments are sufficient to pay Debt Service.

ARTICLE IV

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 4.01. Compliance with Operating Agreement.

The Users will punctually pay the User Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

The Authority will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein and in the Trust Agreement required to be observed and performed by it, and it is expressly understood and agreed by and among the parties to this

Operating Agreement that each of the agreements, conditions, covenants and terms contained in this Operating Agreement is an essential and material term of the operation of the Project by the Authority.

Section 4.02. Against Encumbrances.

The Authority hereby covenants that as of the date hereof there is no pledge of or lien on the Revenues other than the pledge and lien securing the Bonds. The Authority will not make any pledge of or place any lien on the Revenues except as provided for herein or in the Resolution.

Section 4.03. Against Sale or Other Disposition of Property.

The Authority will not sell, lease, encumber or otherwise dispose of the Project or any part thereof; provided however, any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Project, or any material or equipment which has become worn out, may be sold or exchanged at not less than the fair market value thereof, provided that such sale or exchange does not materially adversely affect the service provided by the Project and that the proceeds (if any) of such sale or exchange shall be deposited, at the discretion of the Authority, in the Revenue Fund or the Reserve and Replacement Fund.

Section 4.04. Against Competitive Project.

To the extent permitted by law, the User covenants not to acquire, maintain or operate within the jurisdiction of the Authority any public safety radio system competitive with the Project without the prior written consent of the Authority, which consent shall not be unreasonably withheld.

Section 4.05. Tax Covenants.

The Authority and User hereby covenant that they shall not make or permit any use of the Project that may cause the Bonds, or bonds the proceeds of which are used to purchase the Bonds, to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

The Authority covenants that so long as any Bonds remain Outstanding, the amount of capacity of the Project to be used, allocated or assigned to any person, other than a governmental unit, will not exceed ten percent (10%) of the total capacity of the Project during such period. For these purposes, the total capacity of the Project shall be determined by multiplying the capacity of the Project by the number of years in the term of the Bonds. The term "governmental unit" means the State of California or any political subdivision thereof but excludes the United States Government or any agency thereof.

Section 4.06. Access to the Project.

The Users and any Authorized Representative of the Users, and the Users' successors or assigns, shall have the right at all reasonable times to enter upon and to examine and inspect the

Project or any part thereof. The Users, any Authorized Representative of the Users and the Users' successors or assigns shall further have such rights of access to the Project or any component thereof as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the Authority to perform its obligations hereunder; provided, however, that neither the Users nor any of their assigns shall have any obligation to cause such proper maintenance.

Section 4.07. Maintenance of Existence; Amendment of JPA Agreement.

User hereby covenants that so long as any Bond is Outstanding, User will not terminate this Operating Agreement except as provided in this Section or Section 6.01 hereof. Withdrawal from the JPA Agreement shall not constitute a withdrawal from this Operating Agreement. User shall use its best efforts to maintain its existence and the existence of the Authority, will not dissolve or otherwise dispose of all or substantially all of its own or the Authority's assets and will not consolidate with or merge into another public agency or permit one or more public agencies to consolidate with or merge into it; provided, however, that User may dissolve, consolidate or merge, sell or otherwise transfer to another entity all or substantially all of its assets, provided that the surviving, resulting or transferee entity, as the case may be (i) is a public agency of the State of California or a subdivision thereof, (ii) assumes in writing all of the obligations of User under this Operating Agreement, and (iii) provides an opinion of Bond Counsel (addressed to the Trustee, Counties and the Authority) to the effect that such dissolution, consolidation, merger, sale or transfer will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes, and complies with the requirements of this Section 4.07. The Authority will use its best efforts to enforce the provisions of this Section 4.07.

So long as any Bond is Outstanding, each Member hereby covenants not to amend or modify the JPA Agreement in a manner which materially affects this Operating Agreement without first obtaining an opinion of Bond Counsel that such modification or amendment does not materially adversely affect the interests of the Bond Owners.

Section 4.08. Payment of Claims.

The Authority will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or any part thereof or on any funds in the control of the Authority prior or superior to the lien of the Bonds or which might impair the security of the Bonds.

Section 4.09. Compliance with Contracts.

The Authority will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all contracts for the use of the Project and all other contracts affecting or involving the Project to the extent that the Authority is a party thereto, including the contract with the initial Project vendor.

Section 4.10. Insurance.

(a) The Authority shall procure and maintain, or cause to be procured and maintained, throughout the term of this Operating Agreement, casualty insurance against loss or damage to the Project, in an amount at least equal to the then Outstanding principal amount of the Bonds. Such insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, fire, lightning, vandalism, malicious mischief and such other hazards as are normally covered by such insurance with extended coverage. Such insurance shall not cover loss or damage by seismic activity. Such insurance shall be subject to such deductibles as are customarily maintained by public agencies with respect to works and properties of a like character, but in any case shall not exceed One Hundred Thousand Dollars ($100,000). Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Authority, and may be maintained in whole or in part in the form of the participation by the Authority in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the Authority in the form of self-insurance. The Net Proceeds of such insurance shall be applied as provided in the Trust Agreement.

(b) The Authority shall maintain or cause to be maintained throughout the term of this Operating Agreement, a standard comprehensive general insurance policy or policies in protection of the Authority, the Users, and their respective members, officers, agents, employees, designated volunteers and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Project as required by the JPA Agreement. Such policy or policies shall provide coverage in such liability limits and be subject to such deductibles as the Authority shall deem adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Authority, and may be maintained in whole or in part in the form of self-insurance by the Authority, subject to the provisions of (e) below, or in the form of the participation by the Authority in a joint powers authority or other program providing pooled insurance. The proceeds of such liability insurance shall be applied by the Authority toward extinguishment or satisfaction of the liability with respect to which paid.

(c) The Authority will procure and maintain, or cause to be procured and maintained, workers' compensation insurance against liability for compensation under the Workers' Compensation Insurance and Safety Act of California, or any act hereafter enacted as an amendment or supplement or in lieu thereof, such insurance to cover all persons employed by the Authority in connection with the operation of the Project; provided that such insurance may be effected under a legal self-insurance program.

(d) The Authority shall procure and maintain, or cause to be procured and maintained, throughout the term of this Operating Agreement, business interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Project and the service provided thereby as a result of any of the hazards covered in the insurance required by this Section 4.10, in an amount at least equal to the maximum Debt Service coming due and payable in any two (2) consecutive years. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Authority, and may be maintained in whole or in part in the form of participation in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the Authority in the form of self-insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Revenue Fund, and shall be credited towards the User Payments allocable to the insured improvements as the same become due and payable.

(e) Insurance required to be maintained by subparagraphs (b) or (c) above may be effected under a legal self-insurance program so long as (i) the Authority shall certify to the Trustee that the Authority has segregated amounts in a special insurance reserve meeting the requirements of the applicable subparagraph (which segregated reserve may be held by any legal depository of Authority funds) and (ii) the Trustee receives a certificate of a nationally recognized Insurance Consultant that such reserve is actuarially sound, upon which certificate the Trustee may conclusively rely. All policies of insurance required to be maintained herein shall provide that the Trustee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby, provided, however, the Trustee shall not be responsible for the sufficiency of any insurance herein required.

Section 4.11. Books and Accounts; Statements.

(a) The Authority will keep proper books of record and accounts of the Project, separate from all other records and accounts of the Authority, in which complete and correct entries shall be made of all transactions relating to the Project. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Users.

(b) The Authority will prepare and file with the Trustee and the Counties annually within one hundred eighty (180) days after the close of each Fiscal Year during the term of this Operating Agreement a certified statement that all insurance required by this Operating Agreement to be carried by the Authority with respect to the Project is in full force and effect and complies with the terms hereof.

(c) The Authority will cause to be prepared not more than two hundred ten (210) days after the close of each Fiscal Year financial statements of the Authority for such Fiscal Year prepared in accordance with Generally Accepted Accounting Principles, together with an Accountant's Report thereon prepared by an Independent Certified Public Accountant who examined such financial statements, and a general statement of the physical condition of the Project. The Authority will furnish a copy of such summary statement to the Users.

Section 4.12. Payment of Taxes and Compliance with Governmental Regulations.

The Authority will pay and discharge all taxes, assessments and other governmental charges, if any, which may hereafter be lawfully imposed upon the Project or any part thereof when the same shall become due. The Authority will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Project or any part thereof, but the Authority shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 4.13. Amount of Service and Operating Payments.

The Authority will, at all times during the term of this Operating Agreement, fix, prescribe and collect the Service Payments and Operating Payments in connection with use of the Project so as to yield sufficient amounts, after making reasonable allowances for contingencies and errors in the estimates, to pay the Debt Service and Operating Costs due in the applicable Fiscal Year. The Authority shall provide a written statement to the Counties and the Trustee by October 1 of each year to the effect that it has on deposit, or reasonably expects to have on deposit when needed, sufficient funds to pay the Debt Service and Operating Costs as they come due in the current Fiscal Year.

Section 4.14. Operation of Project.

The Authority will, so long as the Bonds are Outstanding, continue to operate the Project. The Authority will use its best efforts to employ, or cause to be employed, sufficient staff to maintain and operate the Project. User hereby covenants to purchase any replacement or additional components to be used in conjunction with the service provided by the Project from the Authority, or in conformity with such specifications as the Authority may, from time to time, prescribe. User will not use the service provided by the Project with any equipment which is not authorized by the Authority. User hereby covenants not to use the Project in any manner which may adversely affect the service provided by the Project.

Section 4.15. Reserved.

Section 4.16. Further Assurances.

The Authority and the Users will each adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof of the respective parties.

Section 4.17. Eminent Domain Proceeds.

If all or any part of the Project shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be used to prepay or defease the Bonds.

Section 4.18. Use of Eminent Domain.

User hereby covenants and agrees, to the extent it may lawfully do so, that during the term of this Operating Agreement, and so long as any of the Bonds remain Outstanding and unpaid, User will not exercise the power of condemnation with respect to the Project or any component thereof. User further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if User should fail or refuse to abide by such covenant and shall condemn the Project or any component thereof, the appraised value of the Project or such component shall not be less than the greater of (i) if the Bonds are then subject to redemption, the principal and interest due on the Bonds outstanding through the date of their redemption, or (ii) if the Bonds are not then subject to redemption, the amount necessary to defease such Bonds to the first available redemption date in accordance with the Trust Agreement.

Section 4.19. Further Representations, Covenants and Warranties of the Authority.

The Authority represents, covenants and warrants to the Users as follows:

(a) Due Organization and Existence. The Authority is a joint exercise of powers authority duly organized and validly existing under the JPA Agreement and the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this Operating Agreement and to carry out and consummate all transactions contemplated hereby, and by proper action the Authority has duly authorized the execution and delivery of this Operating Agreement.

(b) Due Execution. The representatives of the Authority executing this Operating Agreement have been fully authorized to execute the same pursuant to a resolution duly adopted by the Board of the Authority.

(c) Valid, Binding and Enforceable Obligations. This Operating Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority enforceable against the Authority in accordance with its terms.

(d) No Conflicts. The execution and delivery of this Operating Agreement, the consummation of the transactions on the part of the Authority herein contemplated and the fulfillment of or compliance by the Authority with the terms and conditions hereof do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Operating Agreement or the financial condition, assets, properties or operations of the Authority.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of or filing or registration with any governmental authority is necessary in connection with the execution and delivery of this Operating Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Operating Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Operating Agreement or the financial conditions, assets, properties or operations of the Authority.

Section 4.20. Representations, Covenants and Warranties of User.

User represents, covenants and warrants to the Authority as follows:

(a) Due Organization and Existence. User is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California, has full legal right, power and authority to enter into this Operating Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action User has duly authorized the execution and delivery of this Operating Agreement.

(b) Due Execution. The representatives of User executing this Operating Agreement are fully authorized to execute the same pursuant to official action taken by the governing body of the User.

(c) Valid, Binding and Enforceable Obligation. This Operating Agreement has been duly authorized, executed and delivered by User and constitutes the legal, valid and binding agreement of User, enforceable against User in accordance with its terms.

(d) No Conflicts. The execution and delivery of this Operating Agreement, the consummation of the transactions on the part of Users herein contemplated and the fulfillment of or compliance by User with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which User is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of User, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions on the part of such User contemplated by this Operating Agreement or the financial condition, assets, properties or operations of such User.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of User, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Operating Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of User after reasonable investigation, threatened against or affecting such User or the assets, properties or operations of such User which, if determined adversely to the User or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Operating Agreement, or upon the financial condition, assets, properties or operations of the User , and User is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Operating Agreement or the financial conditions, assets, properties or operations of User.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default.

Any one or more of the following events shall constitute an Event of Default hereunder:

(a) Default shall be made in the due and punctual payment by a User of its User Payments when and as the same shall become due and payable;

(b) Failure by User to observe and perform any non-monetary condition or agreement on its part to be observed or performed, for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied has been given to User by the Authority or the Trustee; provided, however, that if in the reasonable opinion of User the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure shall not constitute an Event of Default if User shall commence to cure such failure within such thirty (30) day period and thereafter diligently and in good faith cure such failure in a reasonable period of time; or

(c) User shall file a petition seeking arrangement or reorganization under federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with the consent of a User seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of such User or of the whole or any substantial part of its property;

Section 5.02. Remedies of the Authority.

Whenever any Event of Default shall have happened and be continuing, it shall be lawful for the Authority to, and the Authority shall, at the written direction of any Bond Holder, exercise against a User any and all remedies available pursuant to law or granted pursuant to this Operating Agreement; provided, however, that notwithstanding anything herein or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the User Payments or otherwise declare any User Payment not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the Users is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Operating Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority shall have and is granted each and every one of the following remedies, subject in all respects to the limitations set forth in Section 5.04.

(a) Enforcement of Payments Without Termination. In the event the Authority does not elect to terminate this Operating Agreement with respect to a User in the manner hereinafter provided for in subparagraph (b) hereof, the User agrees to and shall remain liable for the payment of its User Payment and the performance of all conditions herein contained and shall reimburse the Authority for the full amount of its User Payments to the end of this Operating Agreement; provided that its User Payments shall be payable only at the same time and in the same manner as hereinabove provided for such User Payment, notwithstanding any suit brought by the Authority for the purpose of obtaining possession of the Project or any component thereof or the exercise of any other remedy by the Authority. Notwithstanding the provisions of the JPA Agreement, User agrees that this Operating Agreement constitutes full and sufficient notice of the right of the Authority to re-allocate service provided by the Project in the event of default by a User without effecting a surrender of this Operating Agreement, and further agrees that no acts of the Authority in effecting such re-allocation shall constitute a surrender or termination of this Operating Agreement irrespective of the term for which such re-allocation is made or the terms and conditions of such re-allocation, or otherwise, but that, on the contrary, in the event of such default by a User the right to terminate this Operating Agreement with respect to such User shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. Any User which is in default hereunder agrees to surrender and quit possession of the Project or any component thereof upon demand of the Authority.

(b) Termination of the Operating Agreement. Notwithstanding any provision of the JPA Agreement to the contrary, the Authority, at its option, may, and shall at the written direction of either Bond Holder, terminate this Operating Agreement and reallocate all or any portion of the service capacity of the Project relating to a defaulting User; provided, that the Authority shall not terminate this Operating Agreement with respect to a User unless such termination will not materially adversely affect either Bond Holder. In the event of such termination of this Operating Agreement by the Authority at its option and in the manner hereinafter provided on account of default by a User (and notwithstanding any re-allocation of the service capacity of the Project by the Authority in any manner whatsoever), the defaulting User nevertheless agrees to pay to the Authority the difference between all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of the User Payment and any amounts realized from the reallocation of such service capacity. Neither notice to pay the User Payment or notice to deliver up possession of any component of the Project given pursuant to law shall of itself operate to terminate this Operating Agreement, and no termination of this Operating Agreement on account of default by a User shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to such User of the election on the part of the Authority to terminate this Operating Agreement with regards to such User. User covenants and agrees that no surrender of the Project, or any component thereof, or any termination of this Operating Agreement shall be valid in any manner or for any purpose whatsoever unless stated and accepted by the Authority by such written notice. User hereby irrevocably appoints the Authority as the agent and attorney-in-fact of User to terminate a defaulting User's service from the Project upon the occurrence and continuation of an Event of Default relating to such User, and User hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned in accordance with the provisions herein contained.

(c) Proceedings at Law or In Equity. The Authority may, and shall at the written direction of either Bond Holder:

(i) by mandamus or other action or proceeding or suit at law or in equity, enforce its rights against a User, or any board member, officer or employee thereof, and compel the User or any such board member, officer or employee to perform and carry out its or his duties under applicable law and the agreements and covenants contained herein required to be performed by it or him;

(ii) by suit in equity enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(iii) by suit in equity upon the happening of an Event of Default require the User and its board members, officers and employees to account as the trustee of an express trust.

Section 5.03. Non-Waiver.

A waiver of any default or breach of duty or contract by the Authority (which waiver shall be subject to the prior written consent of the Bond Holders) shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by applicable law or by this Article V may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the Authority and the Users shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 5.04. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other law.

Section 5.05. Agreement to Pay Attorneys' Fees and Expenses.

In the event any party to this Operating Agreement should default under any of the provisions hereof and the nondefaulting parties should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party, upon successful completion of such proceedings by the nondefaulting party, agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of and subject to any provision in the JPA Agreement regarding indemnification or payment of attorney fees, such attorney fees and such other expenses so incurred by the nondefaulting party.

Section 5.06. Trustee and Bond Owners to Exercise Rights.

Such rights and remedies as are given to the Authority under this Article V have been pledged by the Authority to the Trustee for the benefit of the Bond Owners, to which pledge User hereby consents. Such rights and remedies shall be exercised by the Authority, the Trustee and the Bond Owners as provided in the Trust Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Prepayment.

Notwithstanding any other provision of this Operating Agreement, a User , with the consent of the Authority, may secure the payment of its Service Payments by a deposit with the Trustee, as escrow holder under an escrow deposit and trust agreement as referenced in and in conformance with the Trust Agreement, of either (i) cash in an amount which is sufficient to pay all unpaid Service Payments in accordance with the schedule set forth in the Trust Agreement, or (ii) non-callable Federal Securities or pre-refunded non-callable municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or any other investment approved in writing by the Trustee, together with cash if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay all unpaid Service Payments pursuant to the Trust Agreement on their payment dates so that a pro-rata share of the Bonds shall be defeased as provided for in the Trust Agreement.

In the event of a deposit pursuant to this Section 6.01, all obligations of the User under this Operating Agreement shall cease and terminate, excepting only the obligation of the User to make, or cause to be made, all Service Payments from the deposit made by User pursuant to this Section 6.01 and the obligation, to the extent the User is still using the service provided by the Project, to pay the Operating Payments. Said deposit shall be deemed to be and shall constitute a special fund for the payment of Service Payments in accordance with the provisions of this Operating Agreement

The Authority shall consent to such prepayment or defeasance to the extent the same complies with the tax covenants of the Authority and the Counties.

Section 6.02. Benefits of Operating Agreement Limited to Parties.

Except as provided in Section 6.03, nothing contained herein, express or implied, is intended to give to any person other than the Authority or the Users any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Authority or the Users shall be for the sole and exclusive benefit of the other party.

Section 6.03. Successor Is Deemed Included In All References to Predecessor.

Whenever the Authority or the User is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority or the User, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or the User shall bind and inure to the benefit of the respective successors thereof whether so expressed or not; provided, however, that the Authority shall not provide service from the Project to any successor to a User until such successor accepts in writing the obligations hereunder of the predecessor User.

Section 6.04. Waiver of Personal Liability.

No board member, officer or employee of User shall be individually or personally liable for the User Payment, but nothing contained herein shall relieve any board member, officer or employee of User from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 6.05. Article and Section Headings, Gender and References.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Operating Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 6.06. Partial Invalidity.

If any one or more of the agreements or covenants or portions thereof contained herein required to be performed by or on the part of the Authority or the Users shall be contrary to the law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Authority and User hereby declare that they would have executed this Operating Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 6.07. Assignment.

This Operating Agreement and any rights hereunder may be assigned by the Authority without the necessity of obtaining the prior consent of the Users. No User may assign any of its rights hereunder without the prior written consent of the Authority.

Section 6.08. Net Contract.

This Operating Agreement shall be deemed and construed to be a "net-net-net obligation" and User hereby agrees that the User Payments shall annually be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 6.09. California Law.

This Operating Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 6.10. Notices.

Any notice, request, complaint, demand or other communication under this Operating Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address as set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) forty-eight (48) hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. User, the Authority or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

Authority:	East Bay Regional Communications System Authority Alameda County Office of Homeland Security and Emergency Services 4985 Broder Boulevard Dublin California 94568 Facsimile: (925) Attention: William J. McCammon, Executive Director
User:	[Name, Address and Facsimile Number Attention: [City Manager and/or Finance Department and/or User Department]
Trustee:	[Name, Address and Facsimile Number]

Section 6.11. Effective Date.

This Operating Agreement shall become effective upon its execution and delivery, and shall terminate as set forth in Section 2.03 hereof.

Section 6.12. Execution in Counterparts.

This Operating Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 6.13. Amendments.

The Users and the Authority may at any time amend or modify any of the provisions of this Operating Agreement, but only with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds.

No such amendment shall adversely affect the rights, obligations, immunities or indemnities of the Trustee hereunder without the Trustee's written consent. The Authority shall obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment have been satisfied. Promptly following the effective date of any amendment or modification pursuant to this Section, the Authority shall mail written notice thereof to each rating agency which then maintains a rating on the Bonds.

Section 6.14. Business Days.

Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

IN WITNESS WHEREOF, the Authority and the undersigned User has entered into this Operating Agreement effective on the date first written above.

[Signature Pages to Follow.]

AUTHORITY:

East Bay Regional Communications System Authority

By: ______________________________
[Name and Title]

APPROVED AS TO FORM:

By: ______________________________
[Name and Title]

USER:

[Name of Entity]

By: ______________________________
[Name and Title]

ATTEST:

By: ______________________________
[Name and Title]

APPROVED AS TO FORM:

By: ______________________________
[Name and Title]

1505183.1

EXHIBIT A

SERVICE AND OPERATING PAYMENT AMOUNTS

AS OF FISCAL YEAR 2013-2014

Service and operating payments will be made each year based on the number of radios each jurisdiction operates on the EBRCSA System, once the jurisdiction has paid the upfront cost of $200 per radio. There are two types of payment categories:

Payment Category #1 – Users who have paid the Service Payment component of their User Payment up front and are only responsible for the Operating Payment component of the User Payment. These Users will pay an estimated amount of $1,545 per radio for a onetime payment for the Service Payment component of the User Payment, with an estimated Operating Payment of $30 per month per radio designated for use in the Project. The Authority will notify the User of the amount of the Operating Payment in January of the fiscal year preceding the fiscal year of such payment. Operating Payments will be due by August 31st of the fiscal year in which such payment is due.

Payment Category #2 – Users who have not prepaid the Service Payment component of their User Payment are responsible for both the Service Payment and Operating Payment components of the User Payment. Such Users will pay a combined User Payment that includes the Service Payment and Operating Payment components, with an estimated combined payment of $45 per month per radio designated for use in the Project. The Authority will notify the User of the amount of the required payment in January of the fiscal year preceding the fiscal year of such payment. The payments will be due by August 31st of the fiscal year in which such payment is due.

The User Payments reflected in this Exhibit A are based on Project costs of $17,000,000 and a User count of 11,000 radios. In the event that prior to January 1, 2013, the User count of radios increases or decreases, or the Project cost decreases, the User will receive a credit or a rate adjustment, as applicable.

EXHIBIT B

PROJECT DESCRIPTION

(To be appended.)

ATTACHMENT -2-

City of Clayton Radio Count

(as of August 17, 2010)

DEPARTMENT	REVISED	PREVIOUS
I. Maintenance		
A. Portable radios	2	2
B. Mobile radios	6	6
II. Police		
A. Patrol Vehicles (mobile)	7	7
B. White Sedan (mobile)	1	1
C. Pick-up Truck (mobile)	1	1
D. Motorcycle (mobile)	1	1
E. Base Station (PD)	1	1
F. Volunteer Vehicle (mobile)	1	1
G. Portable Radios	15	14
III. Emergency Operations Centers (EOC)		
A. Primary (portable radio-City Hall)	1	0
B. Secondary Commander Trailer	2	1
Total Radio Count	38**	35

**Increased radio count in EOC operations and patrol portables provides greater capability and flexibility for the management team during an emergency event.

ATTACHMENT -3-

East Bay Regional Communications System Authority (EBRCSA) Financing Overview
(August12, 2010)

Presented by:
William J. McCammon, Executive Director
East Bay Regional Communications System Authority

Communications Systems Contra Costa County

- Currently there are several shared and stand alone systems within the County working in 5 different spectrum bands
- There is no interoperability between the different spectrum bands
- All the systems operating in UHF or VHF need upgrade/and or replacement by 2013 to meet the FCC narrow banding requirements
- The user fee for the new system will replace the costs agencies are already paying to maintain and operate their existing systems

EBRCSA Funding

System Cost	$69,952,910
Grants received to date	38,965,190
Cost to Complete	30,987,000
Projected Grants	13,987,000
Amount to finance	**$17,000,000**

- The EBRCSA Finance Committee and county staffs have been working to develop the strategy to fund the financed amount

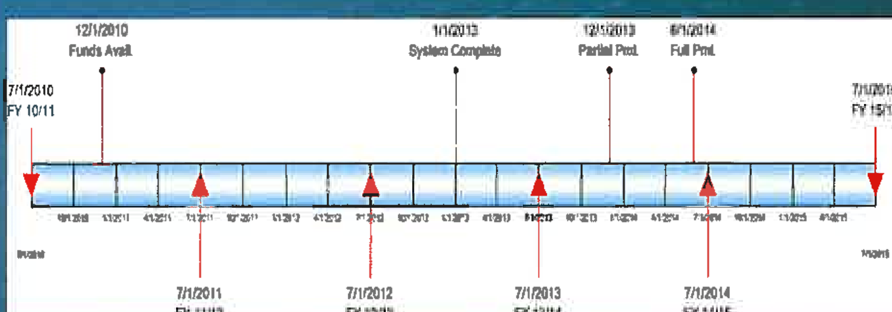
Financing Strategy

- Alameda and Contra Costa are each in the process of issuing debt including a combination of Economic Recovery Zone and Build America Bonds (ARRA programs)
- ARRA debt must be issued before the end of 2010
- Counties will include EBRSCA project within their financings and will secure the financing
- The counties have agreed to an approx. 60/40 split based on number of radios(Alameda $10,200,000; Contra Costa $6,800,000)
- The EBRCSA will agree to repay the Counties' debt using the user fees collected from system users and will issue a "Bonds" to the counties
- First user payments will be made in FY13/14

Financing Benefits

- There are significant benefits in having the Counties issue debt on behalf of EBRCSA:
  - Counties can obtain a lower interest rate
  - Lower costs of issuance
  - Expedites EBRCSA project funding
  - County debt will have a better credit rating than EBRSCA
- User agencies will not have to meet FCC narrow banding requirements as the Project will be available before the 2013 deadline.

EBRCSA Timeline



User Fees

- Users fees will be based on the number of users on the system, and will cover debt service, and main./ops.
- Agencies are already paying to operate and maintain existing systems. The user fee will replace those costs
- Users will have an option of paying the debt service portion of the fee in one lump sum prior to County debt issuance.
- As additional agencies join they will pay a $200/radio upfront fee, that will be applied towards a reserve for system upgrades/replacement. All users will pay the same total fee per radio

Contra Costa Users

CoCo. County – 1,485	Antioch – 460	Brentwood – 130
Clayton – 35	Concord – 427	Danville – 102
El Cerrito – 135	Hercules – 70	Kensington – 18
Lafayette – 45	Martinez – 107	Moraga – 40
Oakley – 22	Orinda – 36	Pittsburg – 235
Pinole – 97	Pleasant Hill – 143	Richmond – 491
San Pablo – 116	San Ramon – 85	Walnut Creek – 280

Moraga/Orinda Fire – 110   Rodeo/Hercules Fire 30

San Ramon Valley Fire - 340

User Fees

Financing $17,000,000

User Count	**12,900**	**12,325**	**12,000**	**11,000**
Buyout per radio	1,320	1,380	1,416	1,545
Ops./Main.	24.87	26.03	26.74	29.17
Debt Service	13.35	13.97	14.35	15.65
Total Monthly	**38.22**	**40.00**	**41.09**	**44.82**

Yearly Debt Service $2,066,000* Yearly Main./Ops. $3,850,900

* Preliminary, subject to change based on actual financing costs. Project size may be adjusted based on financing costs

Next Steps

- September 10-Users indicate if they are participating in financing or pre-paying
- September 17-EBRCSA approves bond documents
- September 23-Users commit to participate
- September 24-Alameda County approves bond documents
- October 5-Contra Costa approves bond documents
- October-Bonds issued. Funds available in November


Questions?
Find the answers at:
ebrcsa.org

Agenda Date: 9-7-10

Agenda Item: 9g

Approved:

Gary A. Napper
City Manager/Executive Director

CITY OF CLAYTON
Founded 1857 Incorporated 1964

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 07 SEPTEMBER 2010

SUBJECT: CONSIDERATION OF PROPOSED GENERAL BUSINESS RESOLUTIONS 2010 ANNUAL CONFERENCE, LEAGUE OF CA CITIES

RECOMMENDATION

It is recommended the City Council consider and provide direction to its Voting Delegate (Council Member Pierce) as to the Clayton City Council's position on the six (6) general business resolutions submitted for action at the General Assembly during the upcoming 2010 Annual Conference of the League of CA Cities in San Diego, CA (September 15th – 17th).

BACKGROUND

Each year the membership of the League of CA Cities assembles in an annual conference to consider matters of municipal and local concern within the state of California. Issues are discussed and debated in various forums and workshop sessions, general meetings, and departmental meetings of elected and appointed city officials. Delegates at the Conference receive and share a wide variety of information and news about the latest technologies and program services available to cities. They also examine state legislation and laws/practices employed by other cities to enhance the effectiveness of their public agencies to improve the quality of life for citizens and businesses.

The League's Annual Conference culminates at an Annual Business Meeting wherein matters of legislative and policy concerns are voted on to direct the course of work and affairs in the ensuing year for the League of CA Cities. Each city in California with a registered delegate in attendance at the Conference gets one (1) vote to cast in behalf of its city on each general resolution submitted before the General Assembly.

At its August 3rd meeting the City Council exercised its option to send a City voting delegate to this Annual Conference, providing Council Member Julie Pierce the authority and City funds to attend. Council Member Pierce serves on the League's Transportation, Communication and Public Works Policy Committee and therefore planned to attend the Conference for at least the one day when that Committee meets at 9:00 a.m. on Wednesday, Sept. 15th.

Based on Council action, City staff notified the League of CA Cities of our officially appointed Delegate. The Conference registration fee of $475 has been paid, a financial requirement in order for a city's delegate to vote. This matter has been placed on the Council agenda for consideration of the six (6) General Resolutions that have been submitted for the General Assembly's vote on Sept. 17th.

PROPOSED GENERAL RESOLUTIONS

The General Assembly will meet in its Annual Business Session in San Diego on Friday afternoon, September 17th (3:00 p.m.) to consider the filed general resolutions. "Petition Resolutions" may also surface at the Conference itself by delegates over the three (3) day conference, and the authorized delegate must critique such general resolutions while in attendance at the Business Session to cast a vote in our City's best interest. At this time, six (6) general resolutions have been tendered in advance for General Assembly action.

The six (6) General Resolutions submitted for consideration are:

1. ADMINSTRATIVE SERVICES POLICIES

   Resolution relating to League Bylaws Amendments.

   Submitted by the League's Board of Directors, the amendments cover a range of policies designed to encourage greater background, experience, abilities, ethnicity and geographic diversity of the membership on the Board. Of particular note is the amendment to expand the Board's number from its approximate 50 currently by adding 2 more at-large positions plus 2 more automatic "large city" positions (i.e. from the cities of Santa Ana and Anaheim, extending Board seats to now include the Top Ten cities in population).

   Several years ago the League considered a Resolution aimed at embracing greater diversity in membership on the Board through automatic positions granted to recognized Caucuses of the League (presently, there are 4 League Diversity Caucuses: 1. African-American; 2. Asian-Pacific-Islander; 3. Gay-Lesbian-Bisexual-Transgender Local Officials; and 4. Latino). That Resolution did not garner support as it offered a slippery slope to infinitely increase Board members when additional interest groups might be formed to gain representation on the Board (e.g. a Gun Ownership Rights Caucus, Social Justice Caucus, Go Green Caucus, etc.). The proposed amendments are a more measured approach.

   Staff recommendation: Support.

2. COMMUNITY SERVICES POLICIES

Resolution urging cities and the League to get involved in the national "Let's Move!" campaign.

Submitted by the League Board of Directors, its context is the current platform to fight rising obesity levels in America and to help parents make healthy families by encouraging physical exercise and selecting healthy and affordable foods. Passage of the Resolution endorses city participation and enrollment in the U.S. Department of Health and Human Services program as a *Let's Move! city.*

With a goal that is universally acceptable, this Resolution does seem to be repetitive of and consistent with previously-adopted League resolutions (2004; 2007) encouraging healthier lifestyles and neighborhoods, and promoting health and wellness in cities. This Resolution encourages cities to adopt preventative measures to fight obesity, as set forth by the First Lady of the United States of America in her *Let's Move!* campaign. Accessing that website, included with this staff report are four (4) pages of information about and the obligations of formally becoming a *Let's Move!* city. In many cities such programs would be integrated with a city's parks and recreation department in furtherance of its existing goals. Our City does not have such a department, although participation seems to be a call for action on the part of mayors and elected officials.

Staff recommendation: Support.

3. MULTIPLE POLICY COMMITTEES REVIEW (4)

Resolution opposing the Board of Directors' decision to defer action on AB 32 and SB 375 and to adopt the Board-appointed Task Force recommendations.

Submitted by the Desert/Mountain Division of the League of CA Cities, the Resolution is essentially a referendum on the Board's decision to defer taking action on the recommendations of its appointed Task Force to seek delays in the implementation deadlines of AB 32 and SB 375.

Citing the timing of a poor economy, fiscal impacts to businesses and industries, and cities' general lack of resources to implement the state mandates of AB 32 (Greenhouse Gas Emissions) and SB 375 (Sustainable Communities Planning Strategies), the Division's Resolution would direct the Board to follow its Task Force's recommendations. Those were to request the Governor to exercise authority to delay individual AB 32 deadlines and to request the CA Air Resources Board reconsider and recalculate AB 32 goals in the wake of newer economic and growth assumptions.

In general, the Task Force's recommendations seem to be consistent with "Local Home Rule" espoused by the League, a long-standing principle, and the League's on-going opposition to unfunded state mandates. The Resolution endorses action to revisit the legislated targets based on evolving data and the omnipresent need to identify funding sources for new state mandates on local governments to prevent cannibalism of existing city programs and services.

Staff recommendation: As a small city struggling to maintain current services on dwindling revenues, postponement of unfunded state legislation is consistent with past positions of our City. Since the Resolution calls for delay in implementation, plus a re-examination of assumption data and not full elimination of the environmental objectives, staff is generally "Supportive" of the Resolution.

4. MULTIPLE POLICY COMMITTEES' REVIEW (2)

Resolution relating to responsible banking.

Submitted by two city officials (Los Angeles Council Member Richard Alarcón, and Carson City Treasurer Karen Avilla), the Resolution seeks cities becoming more attentive to the lending and investment practices of its local banks and financing institutions to ensure each is doing their part to reinvest monies into the local community. Implicit in the Resolution is for cities to model the City of Los Angeles' recent action (March 2010) to require banks that do business with that city to provide an annual report card detailing the banks investment and lending activity within the city. The goals are for greater accountability to the national Community Reinvestment Act passed by the U.S. Congress in 1977 and to urge expansion of credit to businesses and residents in a community.

Passage of the Resolution would "strongly encourage" cities to require this level of reporting and "responsible" banking practices of local financial institutions and would necessitate the League to serve as a clearinghouse for information on similar responsible banking initiatives invoked by California municipalities. While laudable, rather than cities becoming birddogs for the federal Community Reinvestment Act, such provisions are best placed by amending the federal Act thereby requiring such local reports to be published annually by banking institutions with uniform guidelines and standardized targets noted.

Staff recommendation: Oppose.

5. REVENUE AND TAXATION POLICIES

Resolution relating to unfunded state mandates.

Submitted by the City of Santa Clarita (southern CA, upper Los Angeles area), the Resolution generally laments the lack of correlation between the adoption of state legislation and the capacity of taxpayer entities (e.g. cities, counties, school districts, etc.) to pay for the costs of implementing the unfunded state-mandated programs. Citing recent actions imposed by the various Regional Water Quality Control Boards to further regulate local storm water qualities and prevention programs of expanding expense, the Resolution questions why the voter-enacted Proposition 4 (in 1979) is willfully ignored by state regulatory boards and the State Legislature. Each routinely spews forth regulations and legislation upon local governments without associated funds to implement.

The Resolution calls for the League to petition the Governor and the State Legislature to suspend or eliminate certain state mandates until actual improvements in the economy are achieved resulting in substantially lower statewide employment and fiscal solvency of local governments. It further urges the League to work with the federal government and the U.S. Congress to obtain similar deferrals on unfunded federal and regulatory mandates.

In short, it is a long overdue call for "fiscal sustainability" during the discussion of higher-level government-mandated programs and services on local governments.

Staff recommendation: Support [definitely!].

6. TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

Resolution related to enhancing public safety while driving a motor vehicle.

Submitted by the City of Elk Grove, the Resolution notes the merits of recent State legislation banning text messaging while driving a motor vehicle (SB 28) and specifically references a study that showed text messaging while driving is riskier than driving under the influence of alcohol or drugs. Despite now being unlawful, such behavior continues which poses multiple dangers to not only the driver but other motorists and passengers sharing the road, including pedestrians.

The Resolution asks the League to encourage cities to promote safe driving practices across California and to help educate the general public about the hazards of texting while driving.

Staff recommendation: Support.

FISCAL IMPACT

There is no direct impact to the City of Clayton, its operations or financial condition, relative to the recommended voting position on the General Resolutions being proposed for the 2010 Annual Conference of the League of CA Cities. Certainly, some fiscal relief would be realized and welcomed should Resolutions No. 3 and 5 be approved and were successful in their objectives.

Attendance of our City delegate at the Conference necessitates the $475 registration fee plus expenses for air travel ($200), lodging ($425) and meals.

Attachments:
1. General Resolutions Packet – 2010 Annual Conference [25 pp.]
2. *Let's Move!* campaign information [4 pp.]

ATTACHMENT - 1 -

1400 K Street
Sacramento, CA 95814
PH: (916) 658-8200
FX: (916) 658-8240

LEAGUE OF CALIFORNIA CITIES

WWW.CACITIES.ORG

Received

AUG 03 2010

City of Clayton

July 29, 2010

TO: Mayors, City Managers and City Clerks
League Board of Directors
General Resolutions Committee Members
Members, League Policy Committees to Which Resolutions Are Referred

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2010 Annual Conference Resolutions Packet.

Annual Conference in San Diego. This year's League Annual Conference will be held September 15-17 at the San Diego Convention Center. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Business Meeting - Friday, September 17, 3:00 p.m. The League's Annual Business Meeting will be held at the San Diego Convention Center, Ballroom 20ABC.

Resolutions Packet. At the Annual Conference, the League will consider the six resolutions introduced by the deadline — Friday, July 16, 2010, 5 p.m., for submittals by regular mail, or Saturday, July 17, midnight, for submittals by e-mail or fax. These resolutions are included in this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's Web site for your convenience: www.cacities.org/resolutions.

This resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 15 - 17 — San Diego

I.
INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, six resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees. Please note that two resolutions have been referred to more than one policy committee for consideration.

POLICY COMMITTEES: Six policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. These are: Administrative Services; Community Services; Environmental Quality; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. These committees will meet on Wednesday, September 15, 2010 at the Hilton Bayfront Hotel, located next to the San Diego Convention Center. Please see page iii for the policy committee meeting schedule. The sponsors of the resolutions have been notified of the time and location of the meetings.

Two policy committees will not be meeting at the annual conference. These committees are: Employee Relations and Public Safety.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 4:00 p.m. on Thursday, September 16, at the San Diego Convention Center, Ballroom 20D, to consider the reports of the six policy committees regarding the six resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

ANNUAL BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 3:00 p.m. on Friday, September 17, at the San Diego Convention Center, Ballroom 20ABC.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 3:00 p.m., Thursday, September 16. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Linda Welch Diamond at the League office: ldiamond@cacities.org or (916) 658-8224.

II.
GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.

   (c) Consider important issues not adequately addressed by the policy committees and Board of Directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

III.
LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 15, 2010
Hilton Bayfront Hotel, San Diego
1 Park Boulevard, San Diego - (619) 564-3333
(Located next to the San Diego Convention Center)

POLICY COMMITTEES MEETING AT ANNUAL CONFERENCE TO DISCUSS AN ANNUAL CONFERENCE RESOLUTION

9:00 a.m. – 10:30 a.m.	11:00 a.m. – 12:30 p.m.
Administrative Services – Indigo D	**Community Services – Indigo D**
Environmental Quality – Indigo H	**Housing, Comm. & Econ. Dev. – Indigo 202**
Revenue and Taxation – Indigo 202	
Transp., Comm. & Public Works – Indigo 204	

Note: These policy committees will NOT meet at the Annual Conference:
Employee Relations and Public Safety

General Resolutions Committee
Thursday, September 16, 2010, 4:00 p.m.
San Diego Convention Center, Ballroom 20D
111 West Harbor Drive, San Diego, CA 92101 - (619) 525-5000

Annual Business Meeting and General Assembly
Friday, September 17, 2010, 3:00 p.m.
San Diego Convention Center, Ballroom 20ABC
111 West Harbor Drive, San Diego, CA 92101 - (619) 525-5000

IV.
KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned. Please note that two resolutions have been assigned to more than one committee. These resolutions are noted by this sign (◆).

Number	Key Word Index	Reviewing Body Action 1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	League Bylaws Amendment			

COMMUNITY SERVICES POLICY COMMITTEE

		1	2	3
2	Let's Move Campaign			

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
◆3	AB32/ SB 375			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
◆3	AB32/ SB 375			
◆4	Responsible Banking			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
◆3	AB32/ SB 375			
◆4	Responsible Banking			
5	Unfunded State Mandates			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
◆3	AB32/ SB 375			
6	Enhancing Public Safety			

Please note: These committees will NOT meet at the annual conference: Employee Relations and Public Safety

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League Web site: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

RESOLUTIONS INITIATED BY PETITION AT THE ANNUAL CONFERENCE

		General Resolutions Committee Recommendation	General Assembly Action

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

Action Footnotes

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A - Approve

D - Disapprove

N - No Action

R - Refer to appropriate policy committee for study

a - Amend

Aa - Approve as amended

Aaa - Approve with additional amendment(s)

Ra - Amend and refer as amended to appropriate policy committee for study

Raa - Additional amendments and refer

Da - Amend (for clarity or brevity) and Disapprove

Na - Amend (for clarity or brevity) and take No Action

W - Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

V.
2010 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS
(2/3 vote at General Assembly required to approve)

Source: League Board of Director
Referred to: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, The League of California Cities is a nonprofit mutual benefit corporation under California law, and, as such, is governed by corporate bylaws; and

WHEREAS, the League's Board of Directors periodically reviews the League's bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, the League's Board of Directors convened a Bylaws Review Committee to make recommendations regarding various necessary amendments to ensure that the most qualified and committed city officials are selected to serve on the League's Board, policy committees and other leadership positions, representing a broad diversity of backgrounds, experience, abilities, geography and other factors, and that any barriers to their selection are removed; and

WHEREAS, the Board of Directors approved the Bylaws Review Committee's recommendations that identified amendments to the bylaws that: a) encourage all segments of League membership to pursue leadership positions within the League to advance the goal that the League Board of Directors reflects the diverse ethnic and social fabric of California; b) clarify the League Board's nomination procedures and expand Board membership by four positions; and c) provide guidance to avoid conflicts of interest for Board and policy committee members with the expectation that decisions should be in the best overall interests of cities statewide; and

WHEREAS, the League's Board offers amendments and additions to the following sections of the bylaws for the membership's consideration:

1. Article VII, Section 1; new subsection 1(b): Board Diversity Policy, Board of Directors
2. Article VII, Section 2 (c), (f): Composition, Board of Directors
3. Article VII, Section 5 (d): Nomination Process, Board of Directors
4. Article XIV, Section 1, new section: Conflicts of Interest
5. Article XIV, Section 4, new section: Ethical Considerations;

now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities assembled during the Annual Conference in San Diego, September 17, 2010, that the League make the specified changes to the League bylaws by amending the above-referenced sections as indicated on Attachment A.

[Please see ATTACHMENT A, following background information, for text of proposed bylaws amendments.]

/////////

Background Information on Resolution No. 1

Source: League Board of Directors
Title: Resolution Relating to League Bylaws Amendments

Background:
At its February, 2010 Board meeting the League Board authorized the President to appoint a Bylaws Review Committee, consisting of a cross-section of current Board members, to review the provisions of League bylaws. This included policies related to governing the nomination and election of League Board members and officers with the goal of ensuring the most qualified and committed city officials are selected, representing a broad diversity of backgrounds, experience, abilities, geography and other factors, and that any barriers to their selection are removed. The Committee, chaired by First Vice President Jim Ridenour, completed its work in four face-to-face meetings (April 2, April 29, June 17 and July 9) and submitted its recommendations to the board. The Board approved the Committee's report and recommends the adoption of the following five amendments to the League bylaws:

- **Amendment to Article VII, Section 1. Board of Directors.** The Committee reviewed a variety of recommendations from previous task forces to encourage greater diversity on the board of directors. It concluded that the best way to encourage greater diversity on the board of directors is to adopt a clear and unequivocal policy statement that the various subunits of the League should encourage and support all members to pursue leadership within the League with the ultimate goal of serving on the board of directors. The League board recommends this proposal for approval.

- **Amendment to Article VII, Section 2. Composition of Board of Directors.** The Committee examined the current composition of the board of directors and is proposing to expand the board by two at-large positions and two large city positions to meet particular needs. Currently, the bylaws provide for approximately 50 directors, including 16 from regional divisions, 11 from functional departments of the League (e.g., city attorneys, city managers, etc.), 10 at-large directors, the mayors of the 8 largest cities (ranging from Los Angeles with 4,065,585 population to Oakland with 425,068 population, and the directors on the National League of Cities Board of Directors that are from California (approximately 2 – 4 members). All must be from dues paying cities.

  The Committee concluded that due to the overwhelming interest in the at-large positions (4 – 5 times the applications as available seats each year) additional opportunities to serve on the League board should be provided by increasing the available at-large seats from 10 to 12. The Committee also concluded that large city representation should be adjusted to reflect the existence and political value provided through the coalition of the state's "Big Ten" Mayors, by increasing big city mayoral representation on the board from 8 to 10. The current make-up of the Board allows for only the mayors of the eight largest cities. This excludes two important cities that participate regularly in the coalition of the ten (10) largest cities in the state--Santa Ana (355,662) and Anaheim (348,467)--with which the League works closely. The League board recommends this proposal for approval.

- **Amendment to Article VII, Section 5. Nomination Process.** The Committee examined problems associated with the current process for the President selecting division representatives to serve on the Board Nominating Committee. Each year the President selects representatives from half (8) of the regional divisions, but the bylaws exclude those board members who are candidates for an officer or at-large position from serving. The Committee concluded that a problem can arise when the President is unable to appoint another board representative from a division if one or all of its representatives are candidates for officer or at-large positions. The proposed change would allow the League President to appoint a substitute nominating committee member from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division. The League board recommends this proposal for approval.

- **Amendment to Article XIV, Section 1 (new section). Conflicts of Interest.** The Board of Directors recently adopted a policy designed to reduce potential conflicts of interest by Board members and policy committee members involved in the adoption of League policy and asked the Committee to consider whether it should be proposed to be added to the League bylaws. The Committee recommends that this step be taken. The proposed new language is a general statement that Board members and policy committee members are expected to make decisions in the best overall interests of cities statewide, as opposed to narrow parochial, personal, or financial interests. The League board recommends this proposal for approval.

- **Amendment to Article XIV, Section 4 (new section). Ethical Considerations.** As part of the guidance to avoid conflicts of interest by Board members and policy committee members, language related to ethical considerations is recommended to clarify that the items described under Article XIV as prohibited transactions represent the floor and not the ceiling for standards of ethical conduct. The additional guidance recommends abstention from decisions where personal conflict may exist. The League board recommends this proposal for approval.

[NOTE: Please see ATTACHMENT A (page 9) for text of proposed bylaws amendments.]

ATTACHMENT A
Amendments to League Bylaws Proposed by Resolution 1

(Proposed changes indicated by **bold *Italics* and *underlining***)
Please review in conjuction with summary provided in background information of Resolution 1

Article VII: Board of Directors

Section 1: Role and Powers; *Board Diversity Policy*

(a) Subject to the provisions and limitations of the California Nonprofit Corporation Law, any other applicable laws, and the provisions of these bylaws, the League's activities and affairs are exercised by or under the direction of the League's control and direction of the League. The League Board may delegate the management of the League's affairs to any person or group, including a committee, provided the League Board retains ultimate responsibility for the actions of such person or group.

(b) The goal of the League is to ensure that the Board of Directors reflects the diverse ethnic and social fabric of California. As such, each Division, Department, Caucus, and Policy Committee should encourage and support members of every race, ethnicity, gender, age, sexual orientation and heritage to seek leadership positions within the League, with the ultimate goal of achieving membership on the Board of Directors.

Article VII: Board of Directors

Section 2: Composition.

The League's Board is composed of the following:

(a) A President, First Vice-President and Second Vice-President/Treasurer, who each serve a term of one year;

(b) The Immediate Past President who serves for a term of one year, immediately succeeding his or her term as President;

(c) ***Twelve*** ~~Ten~~ Directors-at-Large,

(i) Who serve staggered two-year terms, and

(ii) At least one of whom is a representative of a small city with a population of 10,000 or less.

(d) One Director to be elected from each of the regional divisions and functional departments of the League, each of whom serves for a term of two years;

(e) Members of the National League of Cities Board of Directors who hold an office in a Member City; and

(f) ~~Eight~~ ***Ten*** Directors that may be designated by the mayors of each of the ~~eight~~ **ten** largest cities in California to serve two-year terms.

(g) For purposes of this section, the population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.

(h) Directors hold office until their successors are elected and qualified or, if they sit on the League Board by virtue of their membership on the National League of Cities Board of Directors, until their terms on the National League of Cities Board of Directors conclude.

Article VII: Board of Directors

Section 5: Nomination Process.

(d) Candidates for Positions Ineligible. Candidates for officer and at-large positions on the League Board are not eligible to serve on the nominating committee. In the event a regional division representative on the nominating committee wishes to be a candidate for an officer or at-large position, the League President will appoint a substitute nominating committee member ***from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division.***

****

Article XIV: Prohibited Transactions

Section 1: Conflicts of Interest

General Principle. Members of the League board as well as members of League policy committees, and members of any standing or ad hoc committees and task forces consisting of members of the League board or League policy committees, are expected to make decisions in the best overall interests of cities statewide, as opposed to narrow parochial, personal, or financial interests. This is analogous to city officials being expected to make decisions in the best overall interests of the community as opposed to narrow private or self-interests.

Section 2. Loans.

Except as permitted by California Nonprofit Corporation Law, the League may not make any loan of money or property to, or guarantee the obligation of, any director or officer. This prohibition does not prohibit the League from advancing funds to a League director or officer for expenses reasonably anticipated to be incurred in performance of their duties as an officer or director, so long as such individual would be entitled to be reimbursed for such expenses under League Board policies absent that advance.

Section 3: Self-Dealing and Common Directorship Transactions.

(a) Self-Dealing Transactions. A self-dealing transaction is a transaction to which the League is a party and in which one or more of its directors has a material financial interest.

(b) Common Directorships. "Common directorships" occur when the League enters into a transaction with an organization in which one of the League directors also serves on the organization's board.

(c) Pre-Transaction Approval. To approve a transaction involving either self-dealing or a common directorship, the League Board shall determine, before the transaction, that,

(i) The League is entering into the transaction for its own benefit;

(ii) The transaction is fair and reasonable to the League at the time; and

(iii) After reasonable investigation, the League Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

Such determinations shall be made by the League Board in good faith, with knowledge of the material facts concerning the transaction and the director's interest in the transaction, without counting the vote of the interested director or directors.

(d) Post-Transaction Approval. When it is not reasonably practicable to obtain Board approval before entering into such transactions, a Board committee may approve such transaction in a manner consistent with the requirements in the preceding paragraph, provided that, at its next meeting, the full Board determines in good faith that the League Board committee's approval of the transaction was consistent with such requirements and that it was not reasonably practical to obtain advance approval by the full Board, and ratifies the transaction by a majority of the directors then in office without the vote of any interested director.[1]

Section 4: Ethical Considerations.

These restrictions, of course, represent the floor not the ceiling for ethical conduct as a League board member or policy committee member. If a board member or policy committee member believes that there are circumstances under which the League's members might reasonably question the board member's or policy committee member's ability to act solely in the best interests in the League and its member cities, the prudent course is to abstain. As an example, typically, League board members have abstained from participating in decisions on legislation that would affect organizations for which they work. Another example is legislation that would uniquely benefit a board member's city. Policy committee members should also consider abstaining in similar circumstances.

>>>>>>>>

[1] See Cal. Corp. Code § 7233 (specifying under what circumstances a self-dealing transaction is void or voidable).

RESOLUTION REFERRED TO COMMUNITY SERVICES POLICY COMMITTEE

2. RESOLUTION RELATING TO THE NATIONAL LET'S MOVE CAMPAIGN

Source: League Board of Directors
Referred to: Community Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, the League supports policies that focus on health and wellness, continuing education, and healthier lifestyles in all communities; and

WHEREAS, many cities, counties, and schools have adopted policies, programs, and ordinances that promote healthy lifestyles by making their communities walkable, promoting youth and senior activities, eliminating the sale of junk food in city, county, or school facilities, providing incentives for stores that sell fresh produce to locate in depressed neighborhoods, and providing exercise opportunities for their residents; and

WHEREAS, city officials believe there are important, long-term community benefits to be gained by encouraging healthy lifestyles, including a decrease in the rate of childhood obesity and its negative health-related impacts; and

WHEREAS, cities and other community partners can work together to understand the relationship between obesity, land-use policies, redevelopment, and community planning; and

WHEREAS, cities and other community partners can work together to ensure that there are safe places for their residents to be active such as in parks, ball fields, pools, gyms, and recreation centers; and

WHEREAS, access to healthy foods has a direct impact on the overall health of our community and planning for fresh food, open space, sidewalks, and parks should be a priority; and

WHEREAS, the League has partnered with the Healthy Eating Active Living (HEAL) Cities Campaign to provide training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments; and

WHEREAS, the League wants to partner with and support the *Let's Move!* Campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and the Secretary of Health and Human Services, in an effort to solve the challenge of childhood obesity within a generation; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Diego, September 17, 2010, that the League encourages the existing 480 California cities to adopt preventative measures to fight obesity as set forth by the First Lady of the United States of America in the *Let's Move* campaign; and, be it further

RESOLVED, that California cities be encouraged to sign-up with the United States Department of Health and Human Services – Region IX office as a *Let's Move!* City; and, be it further

RESOLVED, that California cities are encouraged to: (1) help parents make healthy family choices; (2) create healthy schools; (3) provide access to healthy and affordable foods; and (4) promote physical activity.

/////////

Background Information on Resolution No. 2

Source: League Board of Directors
Title: Resolution Relating to the National Let's Move Campaign

Background:
According to the United States Department of Health and Human Services, Region 9:
In February, First Lady Michelle Obama launched the Let's Move! campaign to solve the childhood obesity epidemic within a generation. First Lady Obama is expanding the effort to include a call to action for mayors and other elected officials to join her Let's Move! Campaign ("Let's Move Cities and Towns") in an effort to leverage cities and communities unique ability to solve obesity locally and adopt long-term, sustainable, regional approaches to fight childhood obesity.

On February 2, 2010, President Barack Obama established the Task Force on Childhood Obesity, which includes senior administration officials. The Task Force developed an interagency plan after incorporating input from more than 2,500 public comments in 90 days. The plan details a coordinated strategy, identifies key benchmarks, and outlines an action plan to end the problem of childhood obesity within a generation.

League adopts resolution in 2004: This resolution related to "encouraging healthier lifestyles for children, adults, and seniors in cities throughout California." This resolution directed the League to encourage cities to embrace policies that facilitate activities that promote healthier lifestyles, including healthy diet and nutrition, and adopt city design and planning principles that enable citizens to undertake exercise with the goal of achieving a more active and healthy community.

League adopts resolution in 2006: This resolution related to "encouraging health and wellness in cities." This resolution directed that the League in cooperation with related League committees, departments, and the CCS Partnership, work together to develop a clearinghouse of information that cities can use to promote wellness policies and healthier cities. It also directed the League to develop a toolkit on the League's Website for cities to visit in order to share, find and develop successful models of health and wellness to use in their respective communities. It also established that health and wellness programs become a topic of the Helen Putnam Awards Program beginning in 2007.

Previous Legislation: SCR 31 was introduced by Senator Alex Padilla in 2007, which established Healthy Communities Awareness Month. This Senate Concurrent Resolution recognized the importance of health and wellness in communities and declared the month of May as Healthy Communities Awareness Month. This was a League sponsored resolution.

League Partners with the Healthy Eating Active Living (HEAL) Cities Campaign: The HEAL Cities Campaign provides training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments. The HEAL Cities Campaign, funded by Kaiser Permanente and the Vitamin Cases Consumer Settlement Fund, is a partnership of the League of California Cities, the California Center for Public Health Advocacy, and the Cities Counties and Schools Partnership. At its core the HEAL Cities Campaign believes that supporting healthy choices is essential to address the obesity epidemic among California's children and adults, which they purport currently costs the state nearly $50 billion annually in healthcare and lost productivity. Forty cities have adopted resolutions and adopted specific action steps and a timeline in one of the several key campaign areas (e.g., language in general plan, zoning ordinances governing street design or community gardens, joint use of recreational facilities, and employee wellness). The HEAL campaign goals are:

- To provide city officials information about the statewide obesity epidemic and demonstrate how the community food environment, physical activity environment, children's out-of-school environment(s), and soda consumption perpetuate the epidemics; and,

- To inform city officials about the role they can play locally to fight the obesity and inactivity epidemics through policy adoption, and to recommend those policies that would improve the physical activity and food environments of their cities and make their community healthier.

Existing League policy on Healthy Cities: The League encourages cities to embrace policies that facilitate activities that promote healthier lifestyles, including healthy diet and nutrition, and to adopt city design and planning principles that enable citizens to undertake exercise with the goal of achieving a more active and healthy community.

Institute for Local Government (ILG) On Healthy Neighborhoods: ILG heads the *Healthy Neighborhoods Project*, which provides support and resources local officials can use to protect and improve community health by integrating health considerations into their planning, land use and other decisions. The resources the ILG Website offers are geared to strengthen the efforts of local officials, staff, planning and development professionals, and community residents in creating healthier communities.

According to the Healthy Neighborhoods Project, healthy neighborhoods provide:
(1) Places where walking and bicycling are safe and convenient and where residents of all ages and abilities have the opportunity to be physically active; (2) Nutritious, fresh, culturally appropriate food – grown locally whenever possible – is affordable and accessible, promoting health and boosting the local economy; (3) A place where residents aren't exposed to environmental hazards or pollutants that endanger their present or future health or well-being. ILG's Healthy Neighborhoods' Website provides current, relevant resources to aid in adapting general policies and strategies to reverse the negative trends related to physical inactivity, unhealthy eating, and environmental hazards.

National League of Cities (NLC) Commends First Lady Michelle Obama for Including Cities and Towns in *Let's Move* Campaign: In a press release dated June 11, 2010, NLC commends First Lady Michelle Obama for her newest initiative to combat childhood obesity, *Let's Move Cities and Towns*. The release continued that "NLC looks forward to working with the First Lady in encouraging local leaders to be proactive in their approach against childhood obesity."

Through its Institute for Youth, Education and Families, NLC works to combat childhood obesity by raising awareness among municipal leaders and providing them with tools and resources to make changes in their communities. Most recently, NLC and the Foundation for the Mid South, with support from Leadership for Healthy Communities, a national program of the Robert Wood Johnson Foundation, launched the Municipal Leadership for Healthy Southern Cities project. This initiative will help local officials in Arkansas, Louisiana and Mississippi advance policies to promote healthy eating and active living in order to reduce childhood obesity. NLC also recently collaborated with the American Association of School Administrators on a report, Community Wellness: Comprehensive City-School Strategies to Reduce Childhood Obesity. For more information on this NLC initiative visit www.nlc.org/iyef.

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RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

◆3. RESOLUTION OPPOSING THE BOARD OF DIRECTORS' DECISION TO DEFER ACTION ON AB 32 AND SB 375 AND TO ADOPT THE BOARD-APPOINTED TASK FORCE RECOMMENDATIONS

Source: Desert/Mountain Division
Referred to: Environmental Quality Policy Committee; Housing, Community & Economic Development Policy Committee; Revenue and Taxation Policy Committee; and Transportation, Communication & Public Works Policy Committee
Recommendations to General Resolutions Committee:
◆ Environmental Quality Policy Committee:
◆ Housing, Community and Economic Development Policy Committee:
◆ Revenue and Taxation Policy Committee:
◆ Transportation, Communication & Public Works Policy Committee:

WHEREAS, the Desert/Mountain Division of the League of California Cities has broad concerns about the economy; and

WHEREAS, these concerns extend both to the ability of cities to deliver vital public services and the viability of businesses which are critical to the State's economic recovery; and

WHEREAS, the Desert/Mountain Division of the League of California Cities is concerned that cities lack the resources to implement existing State mandates imposed at either the regional or local level; and

WHEREAS, the League of California Cities Board of Directors appointed a Task Force to craft a recommendation regarding AB 32 and SB 375, based upon the recommendations developed by four policy committees; and

WHEREAS, the Task Force recommended that the League of California Cities Board of Directors request specific actions by Governor Schwarzenegger and the California Air Resources Board to delay certain deadlines and take other actions with respect to AB 32 and SB 375; and

WHEREAS, the League of California Cities Board of Directors rejected the specific recommendations of the Task Force and four policy committees by deferring action on AB 32 and SB 375; and

WHEREAS, the Desert/Mountain Division of the League of California Cities wishes to file an official protest of the Board of Directors' decision to defer action on a position regarding AB 32 and SB 375; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Diego, September 17, 2010, that the League of California Cities finds, determines and orders the adoption of the consolidated recommendations of four policy committees and the Board appointed Task Force, as follows:

1. Request that the Governor exercise his authority to delay individual AB 32 implementation deadlines.

2. Request that the California Air Resources Board take the following three actions:

   - Revisit and update economic and growth assumptions used to estimate 2020 business-as-usual emissions and recalculate AB 32 goal;

   - Consider local government costs in all future studies relating to AB 32 and SB 375; and

   - Request that the SB 375 targets be set in a way to reflect the economy and scarce local resources.

3. Support (but not sponsor) any legislation that would suspend or delay implementation of SB 375 until there is funding and resources in place to implement individual mandates and requirements associated with the bill; and, be it further,

RESOLVED, that the specific recommendations developed by the four policy committees and Task Force be considered by the General Assembly at the Annual Conference unless the Board of Directors reverses its deferred action stance on AB 32 and SB 375 and adopts the Task Force recommendations.

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Background Information on Resolution No. 3

Source: Desert/Mountain Division
Title: Resolution Opposing the Board of Directors Decision to Defer Action on AB 32 and SB 375 and to Adopt the Board-Appointed Task Force Recommendations

Background:
The Desert/Mountain Division adopted a Resolution formally opposing the Board of Directors decision to defer action on the Task Force's recommendations regarding AB 32 and SB 375. We took this action out of concern of the impact these regulations will have on our economy and our ability to serve our constituents, and do not want to be complicit by remaining silent on this issue.

The recommended revisions to the League's current positions on AB 32 and SB 375 were crafted by a Board-appointed Task Force after study of the issue by four League policy committees. The changes recommended specific actions by Governor Arnold Schwarzenegger and the California Air Resources Board to delay certain deadlines and take other actions with respect to AB 32 and to suspend or delay the implementation of SB 375 until state funding is provided for the implementation of its mandates.

The Desert/Mountain Division believes that the Board's decision to defer action on the specific recommendations developed by the four policy committees and Board-appointed Task Force does not represent the majority of the member cities. This Resolution is being presented for consideration by the General Assembly at the Annual Conference to allow the entire membership to weigh in on the decision of whether or not to adopt the Task Force recommendations regarding AB 32 and SB 375.

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RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

◆3. RESOLUTION OPPOSING THE BOARD OF DIRECTORS DECISION TO DEFER ACTION ON AB 32 AND SB 375 AND TO ADOPT THE BOARD-APPOINTED TASK FORCE RECOMMENDATIONS

Resolution #3 also referred to these policy committees: Environmental Quality; Revenue and Taxation; and Transportation, Communication & Public Works. **Please see Environmental Quality Policy Committee** section for the resolution and background information.

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◆4. RESOLUTION RELATING TO RESPONSIBLE BANKING

Source: Richard Alarcón, Council Member, Los Angeles and
Karen Avilla, City Treasurer, Carson
Referred to: Housing, Community & Economic Development Policy Committee; and
Revenue and Taxation Policy Committee
Recommendation to General Resolutions Committee:
◆ Housing, Community and Economic Development Policy Committee:
◆ Revenue and Taxation Policy Committee:

WHEREAS, cities strive to spend taxpayer dollars wisely on services; and

WHEREAS, cities invest taxpayer dollars with a range of institutions that provide financial service contracts each year; and

WHEREAS, it is important to ensure that taxpayer dollars are invested in institutions that are not just fiscally sound, but are committed to investing back into our communities, generating positive investment and lending in our cities; and

WHEREAS, cities can help support the nation's economic recovery by supporting financial institutions that in turn re-invest in our local communities; and

WHEREAS, the national Community Reinvestment Act, passed by the U.S. Congress in 1977, pioneered the use of transparent, responsible banking, by starting a federal rating system to measure banks' local lending and investment activity in the communities they take deposits from, providing accountability to the communities that institutions serve; and

WHEREAS, three decades have passed since the original passage of the Community Reinvestment Act (CRA), and due in part to the dramatic changes in the U.S. banking system since this time, CRA does not provide the level of detail needed for local municipalities to determine our financial partners' lending activity and investment within a single city alone; and

WHEREAS, on March 20, 2002, the City of Philadelphia signed into law a requirement that all banks authorized to receive deposits from the City submit an annual statement of community reinvestment goals within Philadelphia, including but not limited to a summary of the home loans, small business loans, and other lending and investment activity within Philadelphia, which independent studies have confirmed has resulted in increased access to credit among Philadelphia's minority and low- and moderate-income communities; and

WHEREAS, the City of Cleveland enacted into law a similar Community Reinvestment Depository Ordinance in 1991, and since that time has negotiated over $10 billion in lending commitments and investments through designated Community Reinvestment Initiative agreements with designated depository banks, with an independent study by the Brookings Institution confirming that compared to comparable midwestern cities Cleveland's CRA Ordinance has resulted in "more bang for the community development buck;" and

WHEREAS, on March 5, 2010, the Los Angeles City Council unanimously passed a Responsible Banking Initiative that requires financial institutions with which the City contracts to provide an annual "report card" detailing investment and lending activity within Los Angeles, to allow the City to reward institutions that re-invest in Los Angeles by adding extra points to these institutions' applications during the City's RFP process for financial service providers; and

WHEREAS, many municipalities could benefit from increased transparency about which of the financial institutions their city taxpayer dollars are invested in are in turn re-investing in their city's homes, businesses, and non-profits, which will allow cities to hold banks to a higher standard of re-investment by offering increased city business to those that are generating higher levels of investment, lending, and community service activity within their city; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Diego, September 17, 2010, that the League of California Cities strongly encourages municipalities to require transparent, responsible banking from the financial institutions receiving city funds; and, be it further

RESOLVED, that the League of California Cities serve as a clearinghouse of information on the responsible banking initiatives of municipalities across the country, such as those of Philadelphia, Cleveland, Los Angeles and Carson, California; in order to help California cities interested in taking steps to increase transparent, responsible banking in their own communities.

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Background Information on Resolution No. 4

Source: Richard Alarcón, Council Member, Los Angeles and Karen Avilla, City Treasurer, Carson
Title: Resolution Relating to Responsible Banking

Background:
As a Councilmember from the City of Los Angeles and a Treasurer from the City of Carson, we know that stewards of public funds must strive to ensure that taxpayer dollars are invested in businesses and institutions that are not just fiscally sound, but committed to investing back into our communities.

On Friday, March 5, 2010, the Los Angeles City Council unanimously passed a Responsible Banking Initiative that Councilmember Alarcón introduced last year, which will require financial institutions with which the City of Los Angeles does business to provide an annual "report card" detailing the institution's investment and lending activity within the City.

The purpose of the report card is to determine which institutions the City does business with are in turn reinvesting in the City, by extending credit to residents and businesses, and investing capital in communities and development projects. The report card will allow policy makers to reward institutions with above average rates of impact in the City, while decreasing business with those institutions that do not recycle dollars back into the local economy.

This effort could be likened to a local version of the federal Community Reinvestment Act, by allowing local policymakers to review the community reinvestment activity of the financial institutions with which the City invests. It builds on the work of existing law in the cities of Philadelphia and Cleveland. Both the City of Philadelphia, in 2002, and the City of Cleveland, in 1991, passed laws requiring annual statements of community reinvestment goals from the institutions that manage their City deposits.

The City of Cleveland reports that, from 1991 through 2008, Cleveland has negotiated over 10 billion dollars in lending commitments and investments with designated depository banks as a result of their responsible banking law. In a 2003 report, the independent Brookings Institution compared three Midwestern cities and praised the City of Cleveland for achieving "more bang for their community development buck" through the use of their Community Reinvestment and other innovative City laws.

We owe it to the current and future residents of our Cities to ensure that taxpayer dollars are invested in responsible banking institutions that are creating opportunities for investment and lending in our communities. That's why we urge the League of California Cities to encourage municipalities to require transparent, responsible banking from financial service providers. With the strength of our collective wallets combined, Cities will be sending a powerful message to banks: invest in us, and we will invest in you.

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RESOLUTIONS REFERRED TO REVENUE AND TAXATION POLICY COMMITTEE

◆3. RESOLUTION OPPOSING THE BOARD OF DIRECTORS DECISION TO DEFER ACTION ON AB 32 AND SB 375 AND TO ADOPT THE BOARD-APPOINTED TASK FORCE RECOMMENDATIONS

Resolution #3 also referred to these policy committees: Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication & Public Works. **Please see Environmental Quality Policy Committee** section for the resolution and background information.

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◆4. RESOLUTION RELATING TO RESPONSIBLE BANKING

Resolution #4 also referred to the Housing, Community & Economic Development Policy Committee. **Please see the Housing, Community & Economic Development Policy Committee** section for the resolution and background information.

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- Continued, Revenue and Taxation Resolutions -

5. RESOLUTION RELATING TO UNFUNDED STATE MANDATES

Source: City of Santa Clarita
Referred to: Revenue and Taxation Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, unfunded mandates imposed upon local governments, including cities, counties and special districts, by the State of California place a tremendous financial burden upon local governments; and

WHEREAS, some of the mandates placed upon local governments are the result of actions by Boards and Commissions not directly accountable to the electorate; and

WHEREAS, the State of California and many local governments within the state are under financial duress due to the continuing national economic crisis, and

WHEREAS, approximately twelve percent of Californians, are currently unemployed and struggling to pay for basic life necessities, well above the national average; and

WHEREAS, mandates enacted by the State of California may result in the need for local agencies to increase fees or taxes to satisfy the requirements of the mandate; and

WHEREAS, as citied in a 2005 report on state mandates published by the League of California Cities, the original intent of Property Tax Relief Act of 1972, which established the concept of state reimbursement of local agencies for state mandated activities, was to limit the ability of local agencies to levy taxes; and

WHEREAS, in 1979 the voters of the State of California approved Proposition 4 adding Article XIII B to the California Constitution, requiring the state to provide a subvention of funds to local governments for costs associated with state mandated programs, under specified conditions, and through subsequent legislation creating the Commission on state mandates; and

WHEREAS, in 2004, the voters of the State of California adopted Proposition 1A expanding the constitutional protections for local governments regarding state mandates; and

WHEREAS, the State of California has struggled to balance its budget for the past several years and has chosen to borrow funds from local governments, thus reducing traditional revenues to local governments, forcing additional local program and service reductions and cutbacks; and

WHEREAS, various federal and state laws and regulations may result in the imposition of state mandates on local governments; and

WHEREAS, an example of state imposed mandates are the establishment of Total Maximum Daily Loads (TMDL) for such things as bacteria, chloride, metals, and toxicity, and

WHEREAS, in order to meet the obligations imposed by Regional Water Quality Control Boards throughout California, local agencies may need to implement or increase fees and taxes to pay for new programs or facilities, in order to avoid penalties for non-compliance; and

WHEREAS, there appears to be no correlation between the imposition of state mandates, taxpayer funded resources to pay for the costs of state mandates, California's high unemployment rate, and the fiscal conditions of the State of California and local governments; now, therefore be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Diego, September 17, 2010, that:

1. The League of California Cities work with its member cities and other local government partners to identify situations in which local governments must increase fees or taxes to meet state mandated requirements; and

2. The League of California Cities petition the Governor of the State of California and Legislature of the State of California to suspend or eliminate certain state mandates until improvement of the national and California economy results in substantially lower statewide unemployment and fiscal solvency of the State of California and local governments; and

3. The League of California Cities work with Members of Congress and the government of the United States to suspend or eliminate certain federal mandates, passed along to the states for implementation, until the improvement of the national economy results in substantially lower national unemployment and fiscal solvency of the United States, the State of California and local governments; and

4. That the League of California Cities will support legislation to suspend, eliminate, or otherwise modify the negative impacts of state mandates on local agencies, particularly in which a new local tax or fee or tax or fee increase is necessary to implement the mandate.

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Background Information on Resolution No. 5

Source: City of Santa Clarita
Title: Resolution Relating to State Unfunded Mandates

Background:
Reaching back at least forty years, local governments, including cities, counties and special districts, have struggled with mandates placed upon them by the State of California. Under California law, whenever the Legislature, Governor, or a state agency enacts a new law, executive order, regulation, or rule that requires a local government to implement a new program or provide a higher level of service to an existing program, the state shall reimburse the local agency for the increased cost.

Over the past two decades, the California Legislature has made a practice of borrowing, transferring, shifting, or otherwise conveying from local governments to the State of California, as part of the state budget balancing process, what have historically been considered local revenues. The failure of the State of California, for the most part, to repay these funds to local governments has led to ballot measures restricting the ability of the state to use local revenues to balance its continual budget deficit.

Against this backdrop, state regulatory agencies continue to impose requirements upon local governments, which may result in the need to increase local fees or taxes. Failure to implement the regulatory requirements may result in the imposition of substantial financial penalties, which must be paid for by the local government and ultimately, taxpayers or rate payers within the jurisdiction.

At a time when California's unemployment rate is in excess of 12%, which is well above the national unemployment rate, and California businesses are struggling to stay afloat in the worst national recession since the great depression of the 1930s, the question of regulatory relief must be considered.

For example, many communities throughout the State of California are facing establishment of Total Maximum Daily Load (TMDL) requirements for such things as bacteria, chloride, metals, and toxicity. While the environmental or other goals that are sought to be achieved are laudable, regulatory requirements must be sensitive to the overlaying statewide and national economic climate and the ability of local governments to pay for new programs and enhancements. In the Santa Clarita area, the Los Angeles Regional Water Quality Control Board, through imposition of a Chloride TMDL mandate and its required implementation, is causing local sanitation district ratepayers to pay a 50% fee increase over four years for increased operational and new facility expenses and committing to long term additional increases. Failure to approve the increase will likely invite substantial fines, totaling in the millions of dollars collectively for the ratepayers.

In a time of economic uncertainty and high unemployment, is it appropriate to require California taxpayers to pay for new regulatory requirements or is it reasonable to suspend or eliminate certain state mandates until such time as unemployment levels return to more traditional levels and national, state and local governments return to financial stability?

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RESOLUTIONS REFERRED TO TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

◆3. RESOLUTION OPPOSING THE BOARD OF DIRECTORS DECISION TO DEFER ACTION ON AB 32 AND SB 375 AND TO ADOPT THE BOARD-APPOINTED TASK FORCE RECOMMENDATIONS

Resolution #3 also referred to these policy committees: Environmental Quality; Housing, Community & Economic Development; and Revenue and Taxation. **Please see Environmental Quality Policy Committee** section for the resolution and background information.

6. RESOLUTION RELATED TO ENHANCING PUBLIC SAFETY WHILE DRIVING A MOTOR VEHICLE

Source: City of Elk Grove
Referred to: Transportation, Communication & Public Works Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, cities throughout the State of California hold the health and safety of their residents as a paramount concern; and

WHEREAS, the use of text messages has grown exponentially in recent years; and

WHEREAS, any time a driver attempts to send an electronic text message while driving, his or her attention is diverted from the road; and

WHEREAS, a recent Virginia Tech study showed sending electronic text messages while driving makes an accident 23 times more likely; and

WHEREAS, a study conducted by The Transport Research Laboratory in the United Kingdom showed that sending text messages while driving is riskier than driving under the influence of alcohol or drugs; and

WHEREAS, Senate Bill 28 and California Vehicle Code Section 23123.5 ban writing, sending, or reading electronic text messages while operating a motor vehicle in the state of California; and

WHEREAS, the League supports this type of traffic safety enhancement as demonstrated through their support of motorcycle helmets, child restraints, seat belt and speed limit laws; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Diego, September 17, 2010, that the League encourages cities to promote safe driving across California and the education of the general public about the dangers of texting while driving.

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Background Information on Resolution No. 6

Source: City of Elk Grove
Title: Resolution Relating to Enhancing Public Safety While Driving a Motor Vehicle

Background:
On September 24, 2008, the Governor of California, Arnold Schwarzenegger, signed Senate Bill 28 ("SB 28") into law. SB 28 is codified in section 23123.5 of the California Vehicle Code and prohibits any person from driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. SB 28 complements an existing law which Governor Schwarzenegger signed in 2006 requiring motorists to use hands-free devices while talking on a mobile phone when driving a motor vehicle.

Many studies recognize that the distraction that occurs while using electronic devices while operating a motor vehicle is very dangerous:

- It is estimated that 28% of crashes — 1.6 million crashes per year — can be attributed to cell phone talking and texting while driving. (Source: National Safety Council)

- Drivers who use hand-held devices are four times as likely to get into crashes serious enough to injure themselves. (Source: Insurance Institute for Highway Safety)

- Using a cell phone while driving delays a driver's reactions as much as having a blood alcohol concentration at the legal limit of .08 percent. (Source: University of Utah)

Because the health and safety of the residents of Elk Grove is paramount to the members of the City Council; on May 12, 2010, the Elk Grove City Council unanimously adopted a resolution promoting awareness of the dangers of texting while driving. The City is embarking on an aggressive, yet economical, public outreach campaign to educate its residents about the dangers of texting while driving, which includes: educational links on the City's Web site, a flyer in the city's utility billing insert which reaches every household, free promotional items for residents specifically geared toward this topic, and a spotlight feature in the City's bimonthly newsletter.

Other cities in California are encouraged to enhance public safety in their community by educating residents about the dangers of texting while driving a motor vehicle. Educational outreach will benefit drivers, passengers, by-standards, bicyclists, walkers and runners. Local governments have the ability to implement cost-effective educational tools to communicate with residents about this important public safety issue.

All local government officials and employees in California want to protect their families, themselves, and others. Please put down your phone when you are driving or use a hands-free device and do not text. It's safe and it's the law.

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[NOTE: No resolutions were assigned to the following policy committees: Employee Relations and Public Safety.]

##########

ATTACHMENT -2-

Skip Navigation

U.S. Department of Health & Human Services

LET'S MOVE *Cities & Towns* WWW.LETSMOVE.GOV

Become a Let's Move! City or Town

The First Lady is calling on mayors and elected officials across the country to join her *Let's Move!* campaign. *Let's Move Cities and Towns* engages mayors and other municipal leaders in the campaign to solve the problem of childhood obesity within a generation. *Let's Move Cities and Towns* emphasizes the unique ability of communities to solve the challenge locally, and the critical leadership mayors and elected officials can provide to bring communities together and spur action.

Let's Move! for cities and towns is designed to encourage mayors and elected officials to adopt a long-term, sustainable, and holistic approach to fight childhood obesity. This initiative recognizes that every city is different, and every town will require a distinct approach to the issue. Once an elected official signs up as a prospective *Let's Move City* or a *Let's Move Town*, he or she will have the option of choosing at least one significant action to take over the following twelve months in each of the four pillar areas.

1. Help Parents Make Healthy Family Choices
2. Create Healthy Schools
3. Provide Access to Healthy and Affordable Food
4. Promote Physical Activity

If you are an elected official who is interested in participating in Let's Move Cities and Towns, let us know. Send an email to Letsmove@hhs.gov for creative ideas, recommendations, and different ways to get involved. Mayors and elected officials can help take a stand and be leaders on this effort across the country. With all of us working together, this problem can be solved.

Visit this page to read the Call to Action and view steps for mayors and elected officials.

Sign up to be a Let's Move City or Town

Elected Official Leading Effort:

Point of Contact Name:

Telephone Number:

Email Address:
(Please use official government email)

Office Mailing Address:

City or Town:

State:
Choose a state

Zipcode:

Send Message

LET'S MOVE Cities & Towns

Become a Let's Move City or Town

The First Lady is calling on mayors and elected officials across the country to join her *Let's Move!* campaign. *Let's Move Cities and Towns* engages mayors and other municipal leaders in the campaign to solve the problem of childhood obesity within a generation. *Let's Move Cities and Towns* emphasizes the unique ability of communities to solve the challenge locally, and the critical leadership mayors and elected officials can provide to bring communities together and spur action.

Let's Move Cities and Towns is designed to encourage mayors and elected officials to adopt a long-term, sustainable, and holistic approach to fight childhood obesity. This initiative recognizes that every city is different, and every town will require a distinct approach to the issue. Once an elected official signs up as a prospective *Let's Move City* or a *Let's Move Town*, he or she will choose at least one significant action to take over the following twelve months in each of the four pillar areas:

1. Help Parents Make Healthy Family Choices
2. Create Healthy Schools
3. Provide Access to Healthy and Affordable Food
4. Promote Physical Activity

Requirements:

Let's Move Cities and Towns must submit a first quarter and end-of-year update, describing the city's or town's plan, timeline, and actions. These reports will be posted online. Then, a city or town may become a *Let's Move City* or *Let's Move Town.*

Let's Move Cities and Towns for a given year may be recognized in the following ways:

> *Let's Move!* Intergovernmental Affairs representatives will seek out cities and towns to highlight and celebrate initiative.

Accomplishments and ideas for future action may be highlighted on the *Let's Move!* website.

Mayors from *Let's Move Cities and Towns* will be invited to participate in conference calls with White House and federal agency staff to share ideas, discuss barriers, celebrate progress.

Let's Move Cities and Towns will receive a certificate of acknowledgement confirming qualification as a *Let's Move City* or *Let's Move Town.*

Mayors from *Let's Move Cities and Towns* may be invited to attend events to celebrate collective success in combating childhood obesity.

Sign up to become a Let's Move City or Town GO ▶

A Call to Action

Over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children in America are overweight or obese. One-third of all children born in 2000 or later will suffer from diabetes at some point in their lives; many others will face chronic obesity-related health problems like heart disease, high blood pressure, cancer, and asthma. A recent study put the health care costs of obesity-related diseases at $147 billion per year. This epidemic also impacts the nation's security, as obesity is now one of the most common disqualifiers for military service.

In an address to mayors in January, 2010, First Lady Michelle Obama called them to take a leadership role in the *Let's Move!* campaign to solve the epidemic of childhood obesity within a generation. "The idea here is very simple: to put in place common sense, innovative solutions that empower families and communities to make healthy decisions for their kids," stated Mrs. Obama.

Steps for Mayors and Elected Officials

To become a prospective *Let's Move City* or *Let's Move Town*, mayors and elected officials can make an impact by:

1. **Helping Parents Make Healthy Family Choices:** Offer parents tools, support, and information to make healthier choices for their families.
2. **Improving the Health of Schools:** Promote healthier food in schools.
3. **Increasing Physical Activity Opportunities:** Promote physical activity in your schools, city, or town.
4. **Making Healthy Food Affordable and Accessible:** Eliminate food deserts in your community and improve the affordability of healthy food.

Mayors and elected officials are encouraged to take action in each of the four areas. The following sections outline ideas for strategies and programs to take a leadership role. These are some ideas to get started – this program should be tailored to the characteristics and needs of the particular city or town. *Let's Move Cities and Towns* welcomes your ideas, input, and feedback on efforts that are really working and those that aren't. Mayors and elected officials can be the leaders on this effort across the country and with all of us working together, this problem can be solved.

Agenda Date: 9-7-10

Agenda Item: 3a RDA

MINUTES
OF THE
REGULAR MEETING

CLAYTON REDEVELOPMENT AGENCY

August 3, 2010

1. **CALL TO ORDER & ROLL CALL** - the meeting was called to order at 8:25 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 and Stratford. Boardmembers absent: Boardmember Shuey. Staff present: Executive Director Napper, Secretary Jackson, and General Counsel Adams

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**- Chairman Medrano asked for Item 3(c) to be pulled for discussion. He stated he was fine with providing an extension but did not want to see continued delay on installing the flood gates in the Flora Square project. He stated that if by the November deadline there is not progress that penalties be considered.

   The Executive Director stated the property owner (NUCP, LLC) would be asked to come in front of the Board if they do not meet their deadlines. He noted the Disposition and Development Agreement has strict remedies and penalties for non-compliance.

   It was moved by Boardmember Geller, seconded by Boardmember Stratford to approve the Consent Calendar as submitted (Passed; 4-0 vote).

(a) Approved the minutes of the regular meeting of June 29, 2010.

(b) Adopted Resolution 05-2010 consenting to the transfer of General Partner interests in the Diamond Terrace Limited Partnership of David J. Michael and of Professional Apt. Management Inc. to Diamond Terrace – Michaels (PAM) LLC, for property known as Diamond Terrace – a Retirement Community.

(c) Adopted Resolution 06-2010 approving an Agreement with New Urban Communities Partners, Inc. (NUCP, LLC) for amendment and assumption of the Disposition and Development Agreement (DDA) and granting a time extension to the first week of November 2010 for completion of Certificate of Occupancy on the commercial project known as "Flora Square" located at 1026 Oak Street in the Clayton Town Center.

4. **PUBLIC HEARING** – None.

5. **ACTION ITEMS** – None.

6. **BOARD ITEMS** – None.

7. **ADJOURN** – on call by Chairman Medrano the meeting adjourned at 8:29 p.m.

Respectfully submitted,

Laci J. Jackson, Secretary

Clayton Redevelopment Agency Board

Joseph A. Medrano, Chairman

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 9-7-10

Agenda Item: 3b RDA

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARD MEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR DW

DATE: SEPTEMBER 7, 2010

SUBJECT: SALE OF 208 STRANAHAN CIRCLE - AFFORDABLE HOUSING UNIT

RECOMMENDATION

It is recommended the Board of Directors grant by minute motion authorization for the Executive Director to sign the attached Agreement of Purchase and Sale and Joint Escrow Instructions (Affordable Housing Program) and any other necessary documents for sale of the residence at 208 Stranahan Circle (APN 119-620-005) on behalf of the Clayton Redevelopment Agency to Mr. Jason Price and Mrs. Jacquelyn Price for $195,000, with the appropriate covenants and restrictions required by California Redevelopment Law.

BACKGROUND

On July 16, 2010, the Clayton Redevelopment Agency repurchased this single-family residence at 278 Stranahan Circle for $368,709, using Redevelopment Agency Low-Moderate Affordable Housing restricted funds. The purchase price was the restricted re-sale price in accordance with resale provisions of the Agency's Affordable Housing Program. The intent for this purchase by the Agency was to preserve this home as part of the City's affordable housing stock and to support the goals and requirements of the following: the City's Regional Housing Needs Allocation (RHNA), the City's Redevelopment Plan housing requirements, and provisions of the City's State-certified Housing Element.

This home has been an affordable housing unit in the moderate-income category. As discussed at the May 18, 2010 Agency Board meeting, when the repurchase of this home was authorized by the Agency, in this current housing market with substantially reduced home values, staff anticipated those households who could afford homes in the moderate-income category would find a broad 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, as anticipated, this home is being sold in the lower-income category. Staff had indicated the resale price in this lower income category would likely be under $200,000; the actual price determined based on the various factors involved, including applicant household size and household income, is $195,000. It should be noted the City's Housing Element identifies a need for 35 units in the lower-income category through 2014.

AGENCY RESALE OF UNIT

Staff advertised the availability of this residence as well as a second affordable housing unit at 278 Stranahan Circle using local newspapers, mailers, the City's website, and "For Sale" signs at the properties. Two applications were received, both qualifying in the low-income category. Staff evaluated these applications based on specified criteria including size of household, household income, and anticipated ability to satisfy payment obligations. Staff determined that both applications satisfied standard qualifications to receive a recommendation to be considered to purchase the homes available.

Mr. and Mrs. Price, the applicants for the home at 208 Stranahan Circle, have received and signed the Redevelopment Agency's Borrower Disclosure Statement and Agreement of Purchase and Sale and Joint Escrow Instructions to purchase this residence for $195,000 (see **Attachments**). The determined sales price was based on specified factors as mentioned above and applicable affordable housing requirements of California Redevelopment Law, including that not more than 30% of the total household income can be used for base housing costs.

In order to assure this home remains affordable for 45 years in accordance with California Redevelopment Law, Mr. and Mrs. Price must sign a Resale Restriction Agreement as well as a deed of trust and promissory note. The Resale Restriction Agreement stipulates that the homeowner and Agency are to share any equity appreciation in the future value of the residence. The sharing of equity would be in proportion to the respective parties' investment in the home's market value established at the time the Agency originally purchased the unit. The Agency originally purchased the home for $620,400. Assuming a re-sale price of $195,000, the Agency's investment in the property following the sale will be $425,400 or 68.6% of the Agency's purchase price. Mr. and Mrs. Price's investment will be $195,000 or 31.4% of the Agency's original purchase price. Consequently, the sharing of future equity growth above the base sale price would be 31.4% for Mr. and Mrs. Price and 68.6% for the Agency.

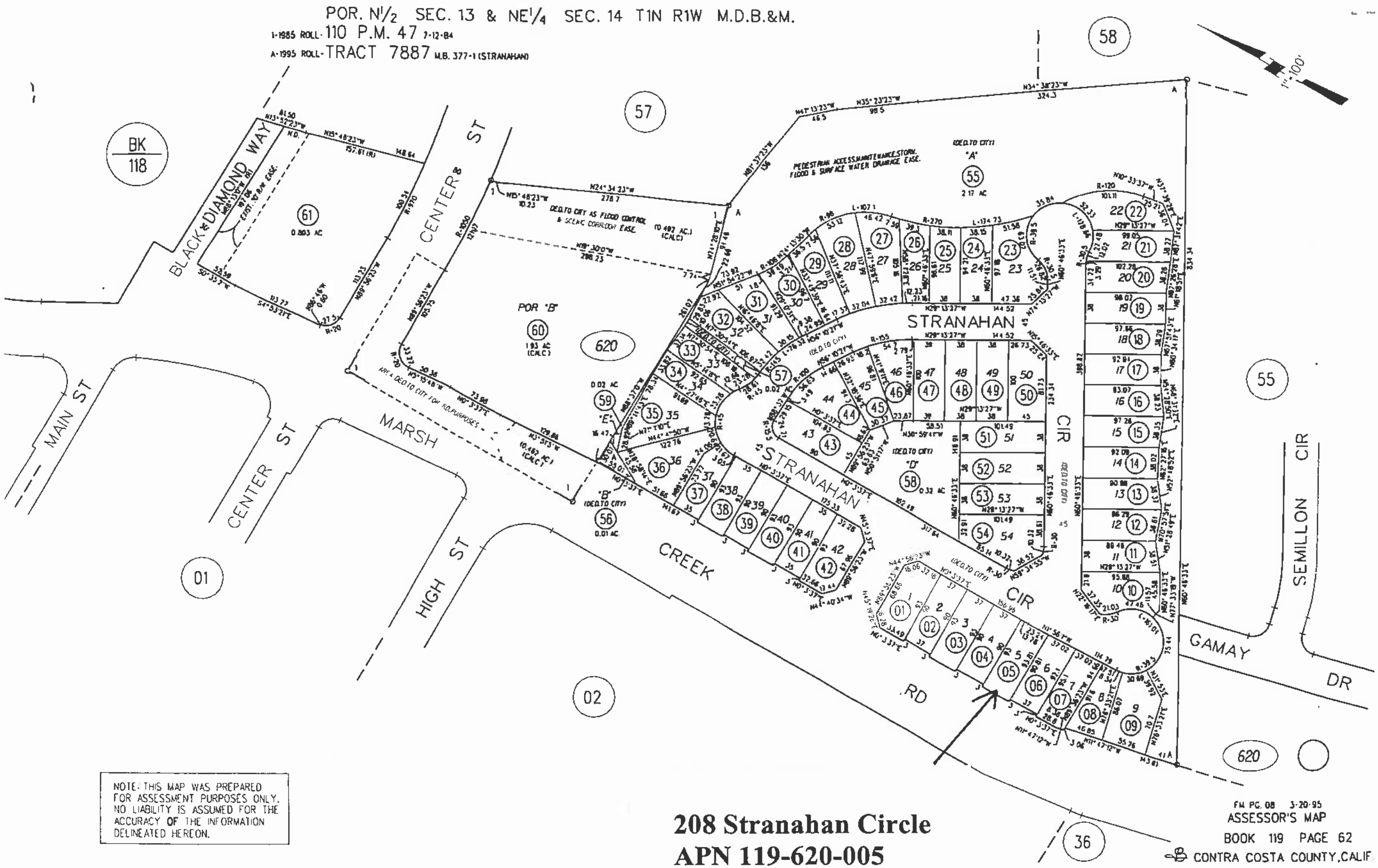
The proportional sharing of equity will allow homeowners to possibly realize a small financial gain from homeownership and facilitate homeowners who want to move to market rate housing to have funds toward a down payment.

FISCAL IMPACT

Proceeds from this sale of the housing unit will be returned to the Agency's Low-Moderate Affordable Housing fund. Funds in this account are restricted by law for the provision of affordable housing within the Agency's Project Area.

Attachments:

1. Location Map that depicts 208 Stranahan Circle
2. Agreement of Purchase and Sale and Joint Escrow Instructions between the Redevelopment Agency and Mr. and Mrs. Price
3. Borrower Disclosure Statement



208 Stranahan Circle
APN 119-620-005
Price Application

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This **AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS** (this "Agreement") is made as of the _______ day of September 2010 by and between the Redevelopment Agency of the City Of Clayton ("Seller"), and Mr. Jason Price and Mrs. Jacquelyn Price ("Buyer").

RECITALS

A. WHEREAS, Seller is the owner of certain land and improvements located in the City of Clayton, County of Contra Costa, State of California, commonly known as 208 Stranahan Circle, Clayton, California and legally described on Exhibit "A," attached hereto (the "Land"), together with all improvements thereon and appurtenances thereto ("Improvements"). (The Land and Improvements are hereinafter collectively referred to as the "Property.")

B. WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE.

The total purchase price ("Purchase Price") for the Property shall be one hundred and ninety-five thousand dollars ($195,000), payable by Buyer to Seller with Promissory note(s) secured by deed(s) of trust deposited in Escrow by Buyer prior to Close of Escrow.

3. CONDITION OF TITLE TO PROPERTY.

3.1 Title to the Property shall be conveyed to Buyer upon the Close of Escrow.

3.2 Title to the Property shall be conveyed to Buyer by Grant Deed (on the Title Company's standard form Grant Deed), free and clear of all liens except for (i) liens securing real property taxes and assessments (which constitute liens not yet due and payable); (ii) the Resale Restriction Agreement and Option to Purchase recorded in conjunction with this purchase; (iii) any deed of trust securing a promissory note which is executed in conjunction with this purchase; and (iv) such other exceptions shown on a Preliminary Title Report ("Preliminary Report") issued by Placer Title ("Title Company") which are approved by Buyer. (All exceptions to title permitted pursuant to this Paragraph 3.2 are referred to in this Agreement as "Permitted Exceptions.") Seller agrees to furnish Buyer with copies of the Preliminary Report within five (5) business days after the opening of escrow. Buyer shall have five (5) days after receipt of the Preliminary Report within which to notify Seller in writing of Buyer's disapproval of any exceptions set forth in the Preliminary Report. In the event of Buyer's disapproval of the Preliminary Report, Seller, at its sole election (to be exercised by written notice to Buyer in five (5) days after receipt of Buyer's said notice of disapproval), shall have five (5) days after Buyer's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If Seller cannot eliminate or otherwise remedy the disapproved exceptions within said five exceptions. If Seller cannot eliminate or otherwise remedy the disapproved exceptions within said five (5) day time period, this Agreement shall thereupon terminate and all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same. Failure of Buyer to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

3.3 Title to the Property shall be evidenced by the commitment of the title company to issue a standard Placer County Title policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in Buyer and, if applicable, insuring Seller's purchase-money lien as evidenced by the purchase-money Deed of Trust subject only to the Permitted Exceptions.

4. CONTINGENCIES.

4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (d), below in this Paragraph 4.1 ("Contingencies"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Buyer's obtaining one or more loans within thirty (30) days of the approval of this Agreement (secured by Deed(s) of Trust encumbering the Property) totaling not more than one hundred and ninety-five thousand dollars ($195,000), for a term of not less than thirty (30) years, at interest rates not to exceed seven percent (7.0%) per annum, with customary loan fees and costs.

(b) Buyer's review and approval of the Preliminary Report as described in Paragraph 3.2 above.

(c) Buyer's inspection and examination of the physical condition of the Property. Buyer shall have access to the Property at reasonable times and shall have a right to conduct, at Buyer's expense, soil tests, environmental investigations, and such other studies with respect to the physical condition of the Property as Buyer may desire. Buyer shall have fourteen (14) days after approval of this Agreement to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage of property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (c), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the physical condition of the Property.

(d) Buyer's determination that zoning, the Resale Restriction Agreement and Option to Purchase, and other governmental regulations affecting the use of Property are satisfactory for Buyer's intended use. Buyer shall have fourteen (14) days after approval of this Agreement to make such determination and to give written notice to Seller of any zoning, Resale Restrictions, or governmental regulations which are unacceptable to Buyer.

If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same.

4.2 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit(s) set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency shall conclusively be deemed satisfied.

5. REPRESENTATIONS AND WARRANTIES BY SELLER.

5.1 Seller makes the representations and warranties in this Paragraph 5, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

5.1.1 Seller is a public body, corporate and politic, and is duly organized, validly existing and in a good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller and the specific individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of Seller have the full legal power, authority and right to execute and deliver this Agreement.

5.1.2 Neither the entering into this Agreement nor the performance of any Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

5.1.3 To the best of Seller's knowledge, the Property is zoned Planned Development (PD) District.

5.1.4 Seller has not actually received any formal written notice of nor does Seller contemplate any pending widening, modification or realignment of any street or highway contiguous to the Property or any existing or proposed eminent domain proceeding which would result in taking of all or any part of the Property.

5.1.5 Seller has not actually received any formal written notice that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used and operated as a residence.

5.1.6 Seller has not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

5.1.7 Seller has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

5.1.8 There are not any written commitments to, or written agreements with, any governmental, quasi-governmental authority or agency materially affecting the Property which have not been heretofore disclosed by Seller to Buyer in writing, or are listed in this Agreement.

5.1.9 Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental, quasi-governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in Paragraph 5.1.10, below); or (ii) that the Seller has stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. In addition, to the best of Seller's knowledge, but without any specific investigation therefore, there are no Hazardous Materials in any way relating to all or any portion of the Property or the area surrounding the Property.

5.1.10 As used in this Agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirement, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) "Hazardous Materials" shall mean (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes", "hazardous substances", or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition, and (viii) polychlorinated biphenyls.

5.1.11 Seller has neither engaged nor dealt with any real estate broker or finder in connection with the sale contemplated by this Agreement.

5.1.12 Seller will not alter the physical condition of the Property from and after the date of this Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow as of the date of this Agreement, the terms and conditions of Paragraph 5.2, below shall apply.

5.1.13 To the extent required by law, Seller shall provide Buyer with copies of the natural hazard zone disclosure report, real estate transfer disclosure statement, federal lead-based paint disclosure, sex offender disclosure, and any other disclosure statements required by law arising from the Seller's purchase of the Property on 208 Stranahan Circle.

5.1.14 To the extent required by law, Seller shall install smoke detectors and water heater bracing.

5.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) days upon learning thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (i) to purchase the Property or (ii) terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Paragraph 5.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

5.3 Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties or merchantability and fitness for a particular purpose.

5.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

6. REPRESENTATION AND WARRANTIES BY BUYER.

6.1 · Buyer makes the following representation and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

6.1.1 Each and all of the information and any financial statement delivered by Buyer to Seller is true and correct.

6.1.2 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement.

6.1.3 Buyer has or will make its own investigation concerning the physical condition of the Property, condition of title or any other matter pertaining to the Property; and, other than specific representations and warranties made by Seller pursuant to this Agreement. Buyer is not relying on any representations, warranties or inducements of Seller with respect to the physical condition of the Property, condition of title to the Property, or any other matter pertaining to the Property, as the property is being offered "as is." Accordingly, except for those specific representations and warranties of Seller set forth in this Agreement. Buyer is purchasing the Property and each and every aspect thereof in an "as is" condition, and Seller makes no express or implied representation concerning (i) the status of title to the Property; (ii) the current or future real estate tax liability, assessment or valuation of the Property; (iii) the compliance of the Property in its current or future state with applicable laws or any violations thereof, including without limitation, those relating to access for the handicapped, environmental or zoning matters, or the ability to obtain a change in the zoning of the Property; (iv) the nature and extent of any right-of-way, lease, lien, encumbrance, license or reservation; (v) excepting any financing provided by Seller, the availability of any financing for the purchase, alteration or operation of the Property from any source, including, without limitation, any governmental authority or lender.

7. INDEMNIFICATION.

7.1 Subject to any other provisions of this Agreement to the contrary, each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from and against any claim, loss, damage or expense, including any reasonable attorney fees (including attorney fees on appeal), asserted against or suffered by the Indemnitee resulting from:

(a) Any breach by the Indemnitor of this Agreement;

(b) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

7.2 Indemnitee shall submit any claim for indemnification under this Agreement to Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 7 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such a claim, Indemnitee need not give Indemnitor such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonable acceptable to Indemnitee to defend any such claim or demand and Indemnitee shall make available to Indemnitee, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

8. ASSUMPTION OF LIABILITIES.

8.1 Effective as of the Close of Escrow, Buyer shall be deemed to have assumed all obligations and liabilities of Seller pertaining to the Property, except all obligations and liabilities with respect thereto which arise prior to the Close of Escrow or which arise as a result of events which occur prior to the Close of Escrow. Except for the foregoing assumption of obligations and liabilities by Buyer, Buyer does not assume and shall not be liable for any of the obligations or liabilities of Seller of any kind or nature affecting or otherwise relating to Seller, the Property, the Leases, the Other Contracts, or otherwise.

8.2 Seller shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Close of Escrow and arising from or relating to (i) the Property, including, but not limited to the use and ownership of the Property; and (ii) the operation of the Property.

9. LIQUIDATED DAMAGES.

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTYAS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSITS ACTUALLY MADE PURSUANT TO THIS AGREEMENT SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSITS WHICH AMOUNTS SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 *ET SEQ.* BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH 10, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

BUYER: JP JP **SELLER:** ____________

10. MEDIATION OF DISPUTES.

IF ANY CLAIM OR DISPUTE ARISES UNDER THIS AGREEMENT, THEN THE PARTIES SHALL, BEFORE THE FILING OF ANY LAW SUIT, FIRST ATTEMPT IN GOOD FAITH TO RESOLVE THE DISPUTE THROUGH MEDIATION BY A MEDIATOR AGREEABLE TO THE PARTIES. IF THE PARTIES CANNOT AGREE UPON A MEDIATOR, THEN THEY SHALL APPLY TO THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR SOME SIMILAR ENTITY FOR THE APPOINTMENT OF A MEDIATOR TO CONDUCT THE MEDIATION.

BUYER: JP JP **SELLER:** ____________

11. ESCROW AND CLOSING.

11.1 As soon as possible after the full execution of this Agreement, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Agreement ("Escrow") by depositing an executed copy of this Agreement with Placer Title, 1981 North Broadway, Walnut Creek, 94596 California ("Escrow Holder"). This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

11.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Contra Costa County, California, within sixty (60) days of the approval of this Agreement ("Close of Escrow").

11.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

(b) To Buyer, at the location of the Property, at Close of Escrow, all keys to the Property, adequately and properly labeled.

(c) To Buyer, within five (5) business days after the approval of this agreement, the prior December 3, 2009 termite and pest control reports prepared by a California licensed pest exterminator showing accessible areas of the Improvements to be free of visible infestation caused by wood destroying insects, fungi and dry rot. The reports identify those areas where infestation or infection were evident (i.e., Section 1) and those areas where conditions are likely to lead to infestation or infection (i.e., Section 2). The Buyer is responsible for work recommended to correct the Section 2 conditions listed in the reports, if such work is requested by the Buyer. The Buyer is responsible for any additional work identified in any subsequent termite and pest control reports prepared by a California licensed pest exterminator as part of this escrow.

(d) To Buyer, a twelve (12) month home warranty policy which is fully paid and provides coverage of major built-in appliances.

11.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow a sum sufficient to cover Buyer's closing costs as set forth in Paragraph 11.7.2, below.

11.5 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Agreement, only when the Title Company is in a position to issue its CLTA (or, if applicable, ALTA) policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the purchase price, showing title to the Property vested in Buyer ("Title Policy").

11.6 Upon Close of Escrow, possession of the Property shall be delivered to Buyer subject to the Permitted Exceptions and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2 as adjusted pursuant to this Agreement and reduced by the amount of Seller's closing costs as set forth in paragraph 11.7.1, below; the executed Resale Restriction Agreement and Option to Purchase; and the executed deed of trust and promissory note in favor of the Seller.

(b) To Buyer: the Title Policy, and copies of the Resale Restriction Agreement and Option to Purchase, deed of trusts, and promissory notes.

11.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

11.7.1 Seller shall:

(a) Pay all County documentary transfer taxes.

(b) One-half of the expense of all usual and customary Escrow Fees.

(c) Provide a twelve (12) month home warranty policy from the date of the Close of Escrow.

11.7.2 Buyer shall pay:

(a) The cost of the Title Policy.

(b) All recording fees.

(c) One-half of the expense of all usual and customary Escrow Fees.

(d) All costs, fees, or expenses associated with Buyer's procurement and placement of any lending or financing to purchase title.

11.8 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 11 shall be deemed to limit, and the provisions of this Paragraph 11 shall be in addition to, all other rights and remedied of the non-defaulting party.

11.9 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 11.7.1, above.

12. PRORATIONS.

12.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the case portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date".

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

(b) Expenses of operating the Property (other than insurance premiums, taxes and utility charges) which were prepaid by Seller for a period beyond the Proration Date.

12.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

13. DAMAGE OR DESTRUCTION PRIOR TO CLOSE OF ESCROW.

If the Property, or any portion thereof, is damaged or destroyed prior to the Close of Escrow from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than Five Thousand Dollars ($5,000.00) to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement, or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. If Buyer elects to purchase the Property, Buyer shall be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction and, in addition, Seller shall pay Buyer the amount of any deductible (which can be paid by Seller by means of a credit against the Purchase Price). In the event that Buyer's and Seller's best estimate of the cost of repair is Five Thousand Dollars ($5,000.00) or less, Buyer shall purchase the Property and be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction. In addition, the difference between the amount of insurance proceeds available and the cost of repair shall be deducted from the case portion of the Purchase Price. Should any damage or destruction occur prior to the Close of Escrow, the date scheduled for the Close of Escrow shall be extended for a period of time not to exceed thirty (30) days, for the purpose of allowing Buyer and Seller sufficient time to estimate the cost of repair. If Buyer fails to notify Seller of its election under this Paragraph 15, Buyer shall be deemed to have elected to purchase the Property.

14. SURVIVAL OF CLOSE OF ESCROW.

All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

15. NOTICES.

All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by fax transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via fax transmission, a confirming copy shall be sent to the sender, and receipt of the fax transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notice to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Seller: Gary A. Napper, Executive Director
Clayton Redevelopment Agency
6000 Heritage Trail
Clayton, CA 94517
Fax 925/672-4917

To Buyer: Jason Price and
Jacquelyn Price
1149 Peacock Creek Drive
Clayton, CA 94517

To Escrow Holder: Kathy Warner
Vice President – Special Projects
Senior Escrow Officer
Placer Title
1981 North Broadway, #100
Walnut Creek, CA 94596
Fax 925/939-9206

16. ENTIRE AGREEMENT.

This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements or any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's representative(s) in entering into this Agreement.

17. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns. Buyer may not assign this agreement and any rights thereunder without the express written consent of Seller.

18. WAIVER.

No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

19. CAPTIONS AND HEADINGS.

The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

20. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

21. GOVERNING LAW.

This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the

County of Contra Costa, or if a Federal action, in the United States District Court for the Northern District of California.

22. ATTORNEYS FEES.

If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs, including costs of experts and consultants, to be paid by the party not prevailing as fixed by the Court (or if applicable, the arbitrator).

23. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this Agreement.

24. DATE OF AGREEMENT.

All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

25. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this Agreement is held by a court of competent jurisdiction or, if applicable to the Agreement, "by an arbitrator" to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions (of the balance of each provision) shall not be affected thereby.

26. NO RECORDATION.

Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document that would cause a cloud on the title of the Property.

27. DRAFTING OF AGREEMENT.

Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsperson.

28. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of Buyer and Seller, No other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

29. INCORPORATION OF EXHIBITS.

Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

30. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.

The relationship between Buyer and Seller is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this Agreement.

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

"SELLER"

Redevelopment Agency of the City Of Clayton

____
Gary A. Napper, Executive Director

"BUYER"

____
Jason Price

"BUYER"

Jacquelyn Price
____
Jacquelyn Price

Purchase Agreement\Price

Exhibit "A"
Legal Description of Land

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

Lot 5, as shown on Subdivision 7887, filed December 20, 1994, in Book 377 of Maps, at Pages 1 through 9, Contra Costa County Records.

APN: 119-620-005

BORROWER DISCLOSURE STATEMENT

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

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

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

This Disclosure Statement explains the major provisions of the Agency Note, the Deed of Trust, and the Resale Restriction Agreement to help you understand their requirements. **You should, of course, read all of the Agency loan documents and become completely familiar with them**[1]

A. REQUIREMENTS IN EFFECT FOR FORTY FIVE-YEAR TERM

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

B. PRIMARY RESIDENCE AND LEASING YOUR HOME

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

Additionally, the acquisition by the Buyer of another residential property or any interest in another residential property shall be considered a default pursuant to Section 14 of the Resale

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[1] Numerical examples are included in this Disclosure Statement to help you better understand the concepts, terms and provisions of the Resale Restriction and related documents. Please be aware that these are simply to show how things work and they are not intended to represent your specific situation. If you follow along with a calculator, you may not get exactly the same answers. Any small differences may be due to how your calculator "rounds-off" numbers. Please note further that if there is an inconsistency between this document and your resale Restriction Agreement or related documents, the language in the latter documents prevails.

Restriction Agreement and entitle the Agency to exercise its purchase option granted pursuant to Section 16 of the Resale Restriction Agreement.

C. MAINTAINING YOUR HOME/ PROPERTY INSURANCE

By signing the Resale Restriction Agreement, you agree to keep your home and landscaping in good repair and in neat, clean, and orderly condition and to prevent deterioration of the home. You also agree to keep a standard homeowner's insurance policy, with the Agency named as an additional insured. The insurance policy shall be in an amount equal to the replacement value of the home. A copy of your homeowner insurance policy shall be filed with the Agency, including all renewals thereof, and the policy shall contain a 30-day cancellation notice to the Agency. Every five (5) years, the replacement value will be reviewed and adjusted as needed, if requested by the Agency.

D. NOTICES TO AGENCY

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

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

2. Delivery of Required Notices.

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

E. AGENCY HAS OPTION TO PURCHASE

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

Affordable Housing Program requirements and complies with Section 6 of the Resale Restriction Agreement.

1. Time Limits.

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

2. Preparing Home Upon City Exercise of Option.

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

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

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

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

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

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

Plus

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

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

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

EXAMPLE 1 You sell your house after having lived in it for eight (8) full years. The Original Purchase Price of your home at the time you entered into the Resale Restriction Agreement was Three Hundred Thousand Dollars ($300,000). The median income for a family of four when you purchased your home was Seventy-Five Thousand Dollars ($75,000), as published by HCD. Median income at the time of sale has increased to $82,500. While you lived in your home, you have kept your home in good condition and repair but you have not done any structural or permanent improvements.

[i]	Owners Base Price of Home	$ 300,000
	MULTIPLIED BY	
[ii]	Median Income Increases 10% over the eight years $82,500 - $75,000/$75,000= 10%	.10%
	EQUALS	$ 30,000
	RESTRICTED FUTURE SALES PRICE (Original Purchase Price plus 10%)	$330,000

2. Fair Market Value. The Resale Restriction Agreement allows the Fair Market Value to be determined in one of two ways. First, it can be established by an appraisal done by a real estate appraiser chosen by you, the owner. If the appraisal is used in connection with a sale, you are responsible for the full cost of the appraisal (except when the appraisal is obtained from the new purchaser who has already paid or is going to pay for the appraisal). If the appraisal is used in connection with a refinancing you will bear the full cost of the appraisal.

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

G. <u>SELLING YOUR HOME</u>

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

- You sell the home at a restricted sales price to someone who meets specific income requirements like you had to meet. This buyer is called an "Eligible Purchaser" in the Resale Restriction Agreement.

- The Agency chooses to use its option to purchase your house at the restricted sales price or assigns the option to a third party who purchases the house at the restricted sales price.

- You sell your home at an unrestricted (market) sales price to a "Market Purchaser". A Market Purchaser is a buyer with an income too high to qualify as an "Eligible Purchaser". You must pay the Agency any "Excess Sales Proceeds" that may result from this type of sale.

These three cases are described below.

1. <u>SALE TO AN "ELIGIBLE PURCHASER" AT THE RESTRICTED SALES PRICE</u>

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

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

If the Agency does not choose to buy your home, you have a sixty (60)-day "Marketing Period" in which to find an Eligible Purchaser to buy the home at the restricted sales price which the Agency will provide in the First Agency Response Notice. An Eligible Purchaser is a first time homebuyer individual or household who owns no other real estate or otherwise meets the Agency's Program for a first time homebuyer, who will live in the home, and whose income is equal to or less than one hundred twenty percent (120%) for moderate income or equal to or less than eighty percent (80%) for lower income of the area median income adjusted for household size. The Agency will provide you with the current income limits when you sell your home. See Section 8.B (Owner Sale at Restricted Sale Price to Eligible Purchaser) and Section 12 (Sale of Home By Owner If Agency Does Not Exercise Agency Option to Purchase) of the Resale Restriction Agreement.

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

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

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

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

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

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

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

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

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

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

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

H. **REPAYMENT OF AGENCY ASSISTANCE.**

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

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

1. **SHARED APPRECIATION.**

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

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

EXAMPLE 2 You sell your house at the end of eight (8) years. You purchased your home for $300,000. At the time of purchase the Fair Market value of the home was $500,000.

Shared Appreciation Percentage: $500,000 - $300,000 ÷ $500,000 = 60%

This means that the Agency will receive 40% of the appreciation on your home, which is the difference between the Fair Market Value of your home when you purchased it and the actual price you paid for it, with certain adjustments. If we use the Maximum Restricted Resale Price of $330,000, the following would result:

Resale Price	$330,000
Original Purchase Price	-300,000
Closing Costs (example estimate)	-2,000
Total Appreciation Amount	28,000
Agency Share of Appreciation (40% of $28,000)	$ -11,200
Share of Appreciation That You Keep	$16,800
SHARED APPRECIATION YOU OWE AGENCY	$11,200

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

2. **REDUCTION IN SALES PRICE OF HOME**.

Example 2 above shows what would happen if you sell your home and the price you receive is greater than the original purchase price you paid for the home. In other words, Example 2 shows what would occur when your home appreciates in value. If the opposite were to happen, however, and the price that you receive for your house is less than the original purchase price, instead of an "appreciation amount," there would be a "depreciation amount." For example, if the purchase price was $300,000 but you were only able to sell your house at a price of $250,000, the shared depreciation amount would be less than zero (a negative number) and equal to $20,000.

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

I. REFINANCING FIRST MORTGAGE LOAN; NEW JUNIOR LOANS

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

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

K. DEFAULT PROVISIONS

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

L. DATABASE OF AFFORDABLE HOUSING

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

* * * * * * * * * * * * * *

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

I have read and understand the above Borrower Disclosure Statement.

By: ______________________ Dated: 8/27/10
Signature of Borrower

Jason Price
Print Name of Borrower

By: jacquelyn Price Dated: 8/27/10
Signature of Co-Borrower

Jacquelyn Price
Print Name of Co-Borrower

CITY OF CLAYTON
Founded 1857 Incorporated 1964

Agenda Date: 9-7-10

Agenda Item: 3c RDA

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARD MEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR DW

DATE: SEPTEMBER 7, 2010

SUBJECT: SALE OF 278 STRANAHAN CIRCLE - AFFORDABLE HOUSING UNIT

RECOMMENDATION

It is recommended the Board of Directors grant by minute motion authorization for the Executive Director to sign the attached Agreement of Purchase and Sale and Joint Escrow Instructions (Affordable Housing Program) and any other necessary documents for sale of the residence at 278 Stranahan Circle (APN 119-620-040) on behalf of the Clayton Redevelopment Agency to Ms. Bonnie Slatkin for $195,000, with the appropriate covenants and restrictions required by California Redevelopment Law.

BACKGROUND

On July 12, 2010, the Clayton Redevelopment Agency repurchased this single-family residence at 278 Stranahan Circle for $290,360, using Redevelopment Agency Low-Moderate Affordable Housing restricted funds. The purchase price was the restricted resale price in accordance with resale provisions of the Agency's Affordable Housing Program. The intent for this purchase by the Agency was to preserve this home as part of the City's affordable housing stock and to support the goals and requirements of the following: the City's Regional Housing Needs Allocation (RHNA), the City's Redevelopment Plan housing requirements, and provisions of the City's State-certified Housing Element.

This home has been an affordable housing unit in the moderate-income category. As discussed at the May 18, 2010 Agency Board meeting, when the repurchase of this home was authorized by the Agency, in this current housing market with substantially reduced home values, staff anticipated those households who could afford homes in the moderate-income category would find a broad 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, as anticipated, this home is being sold in the lower-income category. Staff had indicated the resale price in this lower income category would likely be under $200,000; the actual price determined based on the various factors involved, including applicant household size and household income, is $195,000. It should be noted the City's Housing Element identifies a need for 35 units in the lower-income category through 2014.

AGENCY RESALE OF UNIT

Staff advertised the availability of this residence as well as a second affordable housing unit at 208 Stranahan Circle using local newspapers, mailers, the City's website, and "For Sale" signs at the properties. Two applications were received, both qualifying in the low-income category. Staff evaluated these applications based on specified criteria including size of household, household income, and anticipated ability to satisfy payment obligations. Staff determined that both applications satisfied standard qualifications to receive a recommendation to be considered to purchase the homes available.

Ms. Bonnie Slatkin, the applicant for the home at 278 Stranahan Circle, has received and signed the Redevelopment Agency's Borrower Disclosure Statement and Agreement of Purchase and Sale and Joint Escrow Instructions to purchase this residence for $195,000 (see **Attachments**). The determined sales price was based on specified factors as mentioned above and applicable affordable housing requirements of California Redevelopment Law, including that not more than 30% of the total household income can be used for base housing costs.

In order to assure this home remains affordable for 45 years in accordance with California Redevelopment Law, Ms. Slatkin must sign a Resale Restriction Agreement as well as a deed of trust and promissory note. The Resale Restriction Agreement stipulates that the homeowner and Agency are to share any equity appreciation in the future value of the residence. The sharing of equity would be in proportion to the respective parties' investment in the home's market value established at the time the Agency purchased the unit from the prior owners. The Agency's original purchase price for this home was $503,500. Assuming a re-sale price of $195,000, the Agency's investment in the property following the sale will be $308,500 or 61.3% of the Agency's original purchase price. Ms. Slatkin's investment will be $195,000 or 38.7% of the Agency's original purchase price. Consequently, the sharing of future equity growth above the base sale price would be 38.7% for Ms. Slatkin and 61.3% for the Agency.

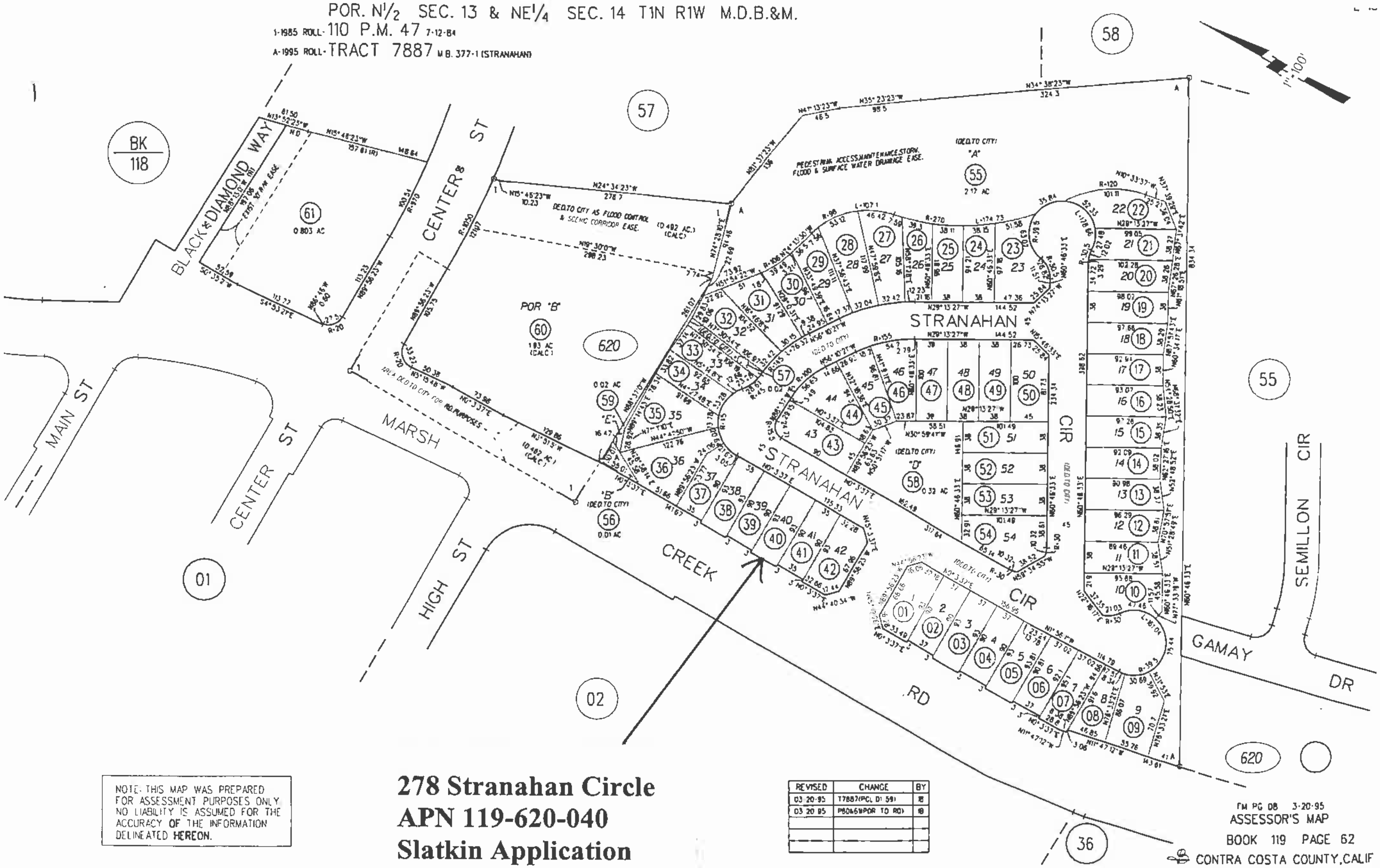
The proportional sharing of equity will allow homeowners to possibly realize a small financial gain from homeownership and facilitate homeowners who want to move to market rate housing to have funds toward a down payment.

FISCAL IMPACT

Proceeds from this sale of the housing unit will be returned to the Agency's Low-Moderate Affordable Housing fund. Funds in this account are restricted by law for the provision of affordable housing within the Agency's Project Area.

Attachments:

1. Location Map that depicts 278 Stranahan Circle
2. Agreement of Purchase and Sale and Joint Escrow Instructions between the Redevelopment Agency and Ms. Slatkin
3. Borrower Disclosure Statement



278 Stranahan Circle
APN 119-620-040
Slatkin Application

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This **AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS** (this "Agreement") is made as of the _______ day of September 2010 by and between the Redevelopment Agency of the City Of Clayton ("Seller"), and Bonnie Slatkin ("Buyer").

RECITALS

A. **WHEREAS**, Seller is the owner of certain land and improvements located in the City of Clayton, County of Contra Costa, State of California, commonly known as 278 Stranahan Circle, Clayton, California and legally described on Exhibit "A," attached hereto (the "Land"), together with all improvements thereon and appurtenances thereto ("Improvements"). (The Land and Improvements are hereinafter collectively referred to as the "Property.")

B. **WHEREAS**, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE.

The total purchase price ("Purchase Price") for the Property shall be one hundred and ninety-five thousand dollars ($195,000), payable by Buyer to Seller with Promissory note(s) secured by deed(s) of trust deposited in Escrow by Buyer prior to Close of Escrow.

3. CONDITION OF TITLE TO PROPERTY.

3.1 Title to the Property shall be conveyed to Buyer upon the Close of Escrow.

3.2 Title to the Property shall be conveyed to Buyer by Grant Deed (on the Title Company's standard form Grant Deed), free and clear of all liens except for (i) liens securing real property taxes and assessments (which constitute liens not yet due and payable); (ii) the Resale Restriction Agreement and Option to Purchase recorded in conjunction with this purchase; (iii) any deed of trust securing a promissory note which is executed in conjunction with this purchase; and (iv) such other exceptions shown on a Preliminary Title Report ("Preliminary Report") issued by Placer Title ("Title Company") which are approved by Buyer. (All exceptions to title permitted pursuant to this Paragraph 3.2 are referred to in this Agreement as "Permitted Exceptions.") Seller agrees to furnish Buyer with copies of the Preliminary Report within five (5) business days after the opening of escrow. Buyer shall have five (5) days after receipt of the Preliminary Report within which to notify Seller in writing of Buyer's disapproval of any exceptions set forth in the Preliminary Report. In the event of Buyer's disapproval of the Preliminary Report, Seller, at its sole election (to be exercised by written notice to Buyer in five (5) days after receipt of Buyer's said notice of disapproval), shall have five (5) days after Buyer's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If Seller cannot eliminate or otherwise remedy the disapproved exceptions within said five

(5) day time period, this Agreement shall thereupon terminate and all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same. Failure of Buyer to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

3.3 Title to the Property shall be evidenced by the commitment of the title company to issue a standard Placer County Title policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in Buyer and, if applicable, insuring Seller's purchase-money lien as evidenced by the purchase-money Deed of Trust subject only to the Permitted Exceptions.

4. CONTINGENCIES.

4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (d), below in this Paragraph 4.1 ("Contingencies"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Buyer's obtaining one or more loans within thirty (30) days of the approval of this Agreement (secured by Deed(s) of Trust encumbering the Property) totaling not more than one hundred and ninety-five thousand dollars ($195,000), for a term of not less than thirty (30) years, at interest rates not to exceed seven percent (7.0%) per annum, with customary loan fees and costs.

(b) Buyer's review and approval of the Preliminary Report as described in Paragraph 3.2 above.

(c) Buyer's inspection and examination of the physical condition of the Property. Buyer shall have access to the Property at reasonable times and shall have a right to conduct, at Buyer's expense, soil tests, environmental investigations, and such other studies with respect to the physical condition of the Property as Buyer may desire. Buyer shall have fourteen (14) days after approval of this Agreement to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage of property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (c), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the physical condition of the Property.

(d) Buyer's determination that zoning, the Resale Restriction Agreement and Option to Purchase, and other governmental regulations affecting the use of Property are satisfactory for Buyer's intended use. Buyer shall have fourteen (14) days after approval of this Agreement to make such determination and to give written notice to Seller of any zoning, Resale Restrictions, or governmental regulations which are unacceptable to Buyer.

If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same.

4.2 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit(s) set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency shall conclusively be deemed satisfied.

5. REPRESENTATIONS AND WARRANTIES BY SELLER.

5.1 Seller makes the representations and warranties in this Paragraph 5, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

5.1.1 Seller is a public body, corporate and politic, and is duly organized, validly existing and in a good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller and the specific individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of Seller have the full legal power, authority and right to execute and deliver this Agreement.

5.1.2 Neither the entering into this Agreement nor the performance of any Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

5.1.3 To the best of Seller's knowledge, the Property is zoned Planned Development (PD) District.

5.1.4 Seller has not actually received any formal written notice of nor does Seller contemplate any pending widening, modification or realignment of any street or highway contiguous to the Property or any existing or proposed eminent domain proceeding which would result in taking of all or any part of the Property.

5.1.5 Seller has not actually received any formal written notice that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used and operated as a residence.

5.1.6 Seller has not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

5.1.7 Seller has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

5.1.8 There are not any written commitments to, or written agreements with, any governmental, quasi-governmental authority or agency materially affecting the Property which have not been heretofore disclosed by Seller to Buyer in writing, or are listed in this Agreement.

5.1.9 Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental, quasi-governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in Paragraph 5.1.10, below); or (ii) that the Seller has stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. In addition, to the best of Seller's knowledge, but without any specific investigation therefore, there are no Hazardous Materials in any way relating to all or any portion of the Property or the area surrounding the Property.

5.1.10 As used in this Agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirement, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) "Hazardous Materials" shall mean (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes", "hazardous substances", or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition, and (viii) polychlorinated biphenyls.

5.1.11 Seller has neither engaged nor dealt with any real estate broker or finder in connection with the sale contemplated by this Agreement.

5.1.12 Seller will not alter the physical condition of the Property from and after the date of this Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow as of the date of this Agreement, the terms and conditions of Paragraph 5.2, below shall apply.

5.1.13 To the extent required by law, Seller shall provide Buyer with copies of the natural hazard zone disclosure report, real estate transfer disclosure statement, federal lead-based paint disclosure, sex offender disclosure, and any other disclosure statements required by law arising from the Seller's purchase of the Property on 278 Stranahan Circle.

5.1.14 To the extent required by law, Seller shall install smoke detectors and water heater bracing.

5.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) days upon learning thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (i) to purchase the Property or (ii) terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Paragraph 5.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

5.3 Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties or merchantability and fitness for a particular purpose.

5.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

6. REPRESENTATION AND WARRANTIES BY BUYER.

6.1 Buyer makes the following representation and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

6.1.1 Each and all of the information and any financial statement delivered by Buyer to Seller is true and correct.

6.1.2 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement.

6.1.3 Buyer has or will make its own investigation concerning the physical condition of the Property, condition of title or any other matter pertaining to the Property; and, other than specific representations and warranties made by Seller pursuant to this Agreement. Buyer is not relying on any representations, warranties or inducements of Seller with respect to the physical condition of the Property, condition of title to the Property, or any other matter pertaining to the Property, as the property is being offered "as is." Accordingly, except for those specific representations and warranties of Seller set forth in this Agreement. Buyer is purchasing the Property and each and every aspect thereof in an "as is" condition, and Seller makes no express or implied representation concerning (i) the status of title to the Property; (ii) the current or future real estate tax liability, assessment or valuation of the Property; (iii) the compliance of the Property in its current or future state with applicable laws or any violations thereof, including without limitation, those relating to access for the handicapped, environmental or zoning matters, or the ability to obtain a change in the zoning of the Property; (iv) the nature and extent of any right-of-way, lease, lien, encumbrance, license or reservation; (v) excepting any financing provided by Seller, the availability of any financing for the purchase, alteration or operation of the Property from any source, including, without limitation, any governmental authority or lender.

7. INDEMNIFICATION.

7.1 Subject to any other provisions of this Agreement to the contrary, each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from and against any claim, loss, damage or expense, including any reasonable attorney fees (including attorney fees on appeal), asserted against or suffered by the Indemnitee resulting from:

(a) Any breach by the Indemnitor of this Agreement;

(b) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

7.2 Indemnitee shall submit any claim for indemnification under this Agreement to Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 7 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such a claim, Indemnitee need not give Indemnitor such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonable acceptable to Indemnitee to defend any such claim or demand and Indemnitee shall make available to Indemnitee, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

8. ASSUMPTION OF LIABILITIES.

8.1 Effective as of the Close of Escrow, Buyer shall be deemed to have assumed all obligations and liabilities of Seller pertaining to the Property, except all obligations and liabilities with respect thereto which arise prior to the Close of Escrow or which arise as a result of events which occur prior to the Close of Escrow. Except for the foregoing assumption of obligations and liabilities by Buyer, Buyer does not assume and shall not be liable for any of the obligations or liabilities of Seller of any kind or nature affecting or otherwise relating to Seller, the Property, the Leases, the Other Contracts, or otherwise.

8.2 Seller shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Close of Escrow and arising from or relating to (i) the Property, including, but not limited to the use and ownership of the Property; and (ii) the operation of the Property.

9. LIQUIDATED DAMAGES.

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTYAS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSITS ACTUALLY MADE PURSUANT TO THIS AGREEMENT SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSITS WHICH AMOUNTS SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 *ET SEQ*. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH 10, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

BUYER: BS **SELLER:** ____________

10. MEDIATION OF DISPUTES.

IF ANY CLAIM OR DISPUTE ARISES UNDER THIS AGREEMENT, THEN THE PARTIES SHALL, BEFORE THE FILING OF ANY LAW SUIT, FIRST ATTEMPT IN GOOD FAITH TO RESOLVE THE DISPUTE THROUGH MEDIATION BY A MEDIATOR AGREEABLE TO THE PARTIES. IF THE PARTIES CANNOT AGREE UPON A MEDIATOR, THEN THEY SHALL APPLY TO THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR SOME SIMILAR ENTITY FOR THE APPOINTMENT OF A MEDIATOR TO CONDUCT THE MEDIATION.

BUYER: BS **SELLER:** ____________

11. ESCROW AND CLOSING.

11.1 As soon as possible after the full execution of this Agreement, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Agreement ("Escrow") by depositing an executed copy of this Agreement with Placer Title, 1981 North Broadway, Walnut Creek, 94596 California ("Escrow Holder"). This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

11.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Contra Costa County, California, within sixty (60) days of the approval of this Agreement ("Close of Escrow").

11.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

(b) To Buyer, at the location of the Property, at Close of Escrow, all keys to the Property, adequately and properly labeled.

(c) To Buyer, within five (5) business days after the approval of this agreement, the prior December 3, 2009 termite and pest control reports prepared by a California licensed pest exterminator showing accessible areas of the Improvements to be free of visible infestation caused by wood destroying insects, fungi and dry rot. The reports identify those areas where infestation or infection were evident (i.e., Section 1) and those areas where conditions are likely to lead to infestation or infection (i.e., Section 2). The Buyer is responsible for work recommended to correct the Section 2 conditions listed in the reports, if such work is requested by the Buyer. The Buyer is responsible for any additional work identified in any subsequent termite and pest control reports prepared by a California licensed pest exterminator as part of this escrow.

(d) To Buyer, a twelve (12) month home warranty policy which is fully paid and provides coverage of major built-in appliances.

11.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow a sum sufficient to cover Buyer's closing costs as set forth in Paragraph 11.7.2, below.

11.5 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Agreement, only when the Title Company is in a position to issue its CLTA (or, if applicable, ALTA) policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the purchase price, showing title to the Property vested in Buyer ("Title Policy").

11.6 Upon Close of Escrow, possession of the Property shall be delivered to Buyer subject to the Permitted Exceptions and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2 as adjusted pursuant to this Agreement and reduced by the amount of Seller's closing costs as set forth in paragraph 11.7.1, below; the executed Resale Restriction Agreement and Option to Purchase; and the executed deed of trust and promissory note in favor of the Seller.

(b) To Buyer: the Title Policy, and copies of the Resale Restriction Agreement and Option to Purchase, deed of trusts, and promissory notes.

11.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

11.7.1 Seller shall:

(a) Pay all County documentary transfer taxes.

(b) One-half of the expense of all usual and customary Escrow Fees.

(c) Provide a twelve (12) month home warranty policy from the date of the Close of Escrow.

11.7.2 Buyer shall pay:

(a) The cost of the Title Policy.

(b) All recording fees.

(c) One-half of the expense of all usual and customary Escrow Fees.

(d) All costs, fees, or expenses associated with Buyer's procurement and placement of any lending or financing to purchase title.

11.8 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 11 shall be deemed to limit, and the provisions of this Paragraph 11 shall be in addition to, all other rights and remedied of the non-defaulting party.

11.9 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 11.7.1, above.

12. PRORATIONS.

12.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the case portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date".

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

(b) Expenses of operating the Property (other than insurance premiums, taxes and utility charges) which were prepaid by Seller for a period beyond the Proration Date.

12.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

13. DAMAGE OR DESTRUCTION PRIOR TO CLOSE OF ESCROW.

If the Property, or any portion thereof, is damaged or destroyed prior to the Close of Escrow from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than Five Thousand Dollars ($5,000.00) to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement, or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. If Buyer elects to purchase the Property, Buyer shall be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction and, in addition, Seller shall pay Buyer the amount of any deductible (which can be paid by Seller by means of a credit against the Purchase Price). In the event that Buyer's and Seller's best estimate of the cost of repair is Five Thousand Dollars ($5,000.00) or less, Buyer shall purchase the Property and be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction. In addition, the difference between the amount of insurance proceeds available and the cost of repair shall be deducted from the case portion of the Purchase Price. Should any damage or destruction occur prior to the Close of Escrow, the date scheduled for the Close of Escrow shall be extended for a period of time not to exceed thirty (30) days, for the purpose of allowing Buyer and Seller sufficient time to estimate the cost of repair. If Buyer fails to notify Seller of its election under this Paragraph 15, Buyer shall be deemed to have elected to purchase the Property.

14. SURVIVAL OF CLOSE OF ESCROW.

All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

15. NOTICES.

All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by fax transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via fax transmission, a confirming copy shall be sent to the sender, and receipt of the fax transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notice to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Seller:
Gary A. Napper, Executive Director
Clayton Redevelopment Agency
6000 Heritage Trail
Clayton, CA 94517
Fax 925/672-4917

To Buyer:
Bonnie Slatkin
50 Cleaveland Road, Apt. 13
Pleasant Hill, CA 94523

To Escrow Holder: Kathy Warner
Vice President – Special Projects
Senior Escrow Officer
Placer Title
1981 North Broadway, #100
Walnut Creek, CA 94596
Fax 925/939-9206

16. ENTIRE AGREEMENT.

This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements or any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's representative(s) in entering into this Agreement.

17. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns. Buyer may not assign this agreement and any rights thereunder without the express written consent of Seller.

18. WAIVER.

No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

19. CAPTIONS AND HEADINGS.

The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

20. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

21. GOVERNING LAW.

This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the

County of Contra Costa, or if a Federal action, in the United States District Court for the Northern District of California.

22. ATTORNEYS FEES.

If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs, including costs of experts and consultants, to be paid by the party not prevailing as fixed by the Court (or if applicable, the arbitrator).

23. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this Agreement.

24. DATE OF AGREEMENT.

All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

25. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this Agreement is held by a court of competent jurisdiction or, if applicable to the Agreement, "by an arbitrator" to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions (of the balance of each provision) shall not be affected thereby.

26. NO RECORDATION.

Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document that would cause a cloud on the title of the Property.

27. DRAFTING OF AGREEMENT.

Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsperson.

28. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of Buyer and Seller, No other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

29. INCORPORATION OF EXHIBITS.

Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

30. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.

The relationship between Buyer and Seller is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this Agreement.

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

"SELLER"

Redevelopment Agency of the City Of Clayton

____
Gary A. Napper, Executive Director

"BUYER"

____
Bonnie Slatkin

Purchase Agreement\Slatkin

Exhibit "A"
Legal Description of Land

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF CLAYTON, AND IS DESCRIBED AS FOLLOWS:

Lot 40, as shown on Subdivision 7887, filed December 20, 1994, in Book 377 of Maps, at Pages 1 through 9, Contra Costa County Records.

APN: 119-620-040

BORROWER DISCLOSURE STATEMENT

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

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

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

This Disclosure Statement explains the major provisions of the Agency Note, the Deed of Trust, and the Resale Restriction Agreement to help you understand their requirements. **You should, of course, read all of the Agency loan documents and become completely familiar with them**[1]

A. REQUIREMENTS IN EFFECT FOR FORTY FIVE-YEAR TERM

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

B. PRIMARY RESIDENCE AND LEASING YOUR HOME

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

Additionally, the acquisition by the Buyer of another residential property or any interest in another residential property shall be considered a default pursuant to Section 14 of the Resale

[1] Numerical examples are included in this Disclosure Statement to help you better understand the concepts, terms and provisions of the Resale Restriction and related documents. Please be aware that these are simply to show how things work and they are not intended to represent your specific situation. If you follow along with a calculator, you may not get exactly the same answers. Any small differences may be due to how your calculator "rounds-off" numbers. Please note further that if there is an inconsistency between this document and your resale Restriction Agreement or related documents, the language in the latter documents prevails.

Restriction Agreement and entitle the Agency to exercise its purchase option granted pursuant to Section 16 of the Resale Restriction Agreement.

C. MAINTAINING YOUR HOME/ PROPERTY INSURANCE

By signing the Resale Restriction Agreement, you agree to keep your home and landscaping in good repair and in neat, clean, and orderly condition and to prevent deterioration of the home. You also agree to keep a standard homeowner's insurance policy, with the Agency named as an additional insured. The insurance policy shall be in an amount equal to the replacement value of the home. A copy of your homeowner insurance policy shall be filed with the Agency, including all renewals thereof, and the policy shall contain a 30-day cancellation notice to the Agency. Every five (5) years, the replacement value will be reviewed and adjusted as needed, if requested by the Agency.

D. NOTICES TO AGENCY

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

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

2. Delivery of Required Notices.

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

E. AGENCY HAS OPTION TO PURCHASE

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

Affordable Housing Program requirements and complies with Section 6 of the Resale Restriction Agreement.

1. Time Limits.

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

2. Preparing Home Upon City Exercise of Option.

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

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

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

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

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

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

Plus

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

<u>The Actual Sales Price You Receive May Be Considerably Less Than Restricted Future Sales Price</u>. The sales price you actually get for the home may be significantly less than the Restricted Future Sales Price because of conditions in the housing market. The Restricted Future Sales Price is the <u>maximum</u> price that you could receive for the home. It is <u>not</u> a guaranteed amount and you should not count on receiving that amount. If the Fair Market Value of your home is less than the Restricted Future Sales Price, then you will receive the Fair Market Value as the sales price of your home.

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

EXAMPLE 1 You sell your house after having lived in it for eight (8) full years. The Original Purchase Price of your home at the time you entered into the Resale Restriction Agreement was Three Hundred Thousand Dollars ($300,000). The median income for a family of four when you purchased your home was Seventy-Five Thousand Dollars ($75,000), as published by HCD. Median income at the time of sale has increased to $82,500. While you lived in your home, you have kept your home in good condition and repair but you have not done any structural or permanent improvements.

[i]	Owners Base Price of Home	$ 300,000
	MULTIPLIED BY	
[ii]	Median Income Increases 10% over the eight years $82,500 - $75,000/$75,000= 10%	.10%
	EQUALS	$ 30,000
	RESTRICTED FUTURE SALES PRICE (Original Purchase Price plus 10%)	$330,000

2. <u>Fair Market Value</u>. The Resale Restriction Agreement allows the Fair Market Value to be determined in one of two ways. First, it can be established by an appraisal done by a real estate appraiser chosen by you, the owner. If the appraisal is used in connection with a sale, you are responsible for the full cost of the appraisal (except when the appraisal is obtained from the new purchaser who has already paid or is going to pay for the appraisal). If the appraisal is used in connection with a refinancing you will bear the full cost of the appraisal.

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

G. SELLING YOUR HOME

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

- You sell the home at a restricted sales price to someone who meets specific income requirements like you had to meet. This buyer is called an "Eligible Purchaser" in the Resale Restriction Agreement.

- The Agency chooses to use its option to purchase your house at the restricted sales price or assigns the option to a third party who purchases the house at the restricted sales price.

- You sell your home at an unrestricted (market) sales price to a "Market Purchaser". A Market Purchaser is a buyer with an income too high to qualify as an "Eligible Purchaser". You must pay the Agency any "Excess Sales Proceeds" that may result from this type of sale.

These three cases are described below.

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

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

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

If the Agency does not choose to buy your home, you have a sixty (60)-day "Marketing Period" in which to find an Eligible Purchaser to buy the home at the restricted sales price which the Agency will provide in the First Agency Response Notice. An Eligible Purchaser is a first time homebuyer individual or household who owns no other real estate or otherwise meets the Agency's Program for a first time homebuyer, who will live in the home, and whose income is equal to or less than one hundred twenty percent (120%) for moderate income or equal to or less than eighty percent (80%) for lower income of the area median income adjusted for household size. The Agency will provide you with the current income limits when you sell your home. See Section 8.B (Owner Sale at Restricted Sale Price to Eligible Purchaser) and Section 12 (Sale of Home By Owner If Agency Does Not Exercise Agency Option to Purchase) of the Resale Restriction Agreement.

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

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

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

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

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

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

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

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

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

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

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

H. **REPAYMENT OF AGENCY ASSISTANCE.**

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

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

1. **SHARED APPRECIATION.**

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

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

EXAMPLE 2 You sell your house at the end of eight (8) years. You purchased your home for $300,000. At the time of purchase the Fair Market value of the home was $500,000.

Shared Appreciation Percentage: $500,000 - $300,000 ÷ $500,000 = 60%

This means that the Agency will receive 40% of the appreciation on your home, which is the difference between the Fair Market Value of your home when you purchased it and the actual price you paid for it, with certain adjustments. If we use the Maximum Restricted Resale Price of $330,000, the following would result:

Resale Price	$330,000
Original Purchase Price	-300,000
Closing Costs (example estimate)	-2,000
Total Appreciation Amount	28,000
Agency Share of Appreciation (40% of $28,000)	$ -11,200
Share of Appreciation That You Keep	$16,800
SHARED APPRECIATION YOU OWE AGENCY	$11,200

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

2. REDUCTION IN SALES PRICE OF HOME.

Example 2 above shows what would happen if you sell your home and the price you receive is greater than the original purchase price you paid for the home. In other words, Example 2 shows what would occur when your home appreciates in value. If the opposite were to happen, however, and the price that you receive for your house is less than the original purchase price, instead of an "appreciation amount," there would be a "depreciation amount." For example, if the purchase price was $300,000 but you were only able to sell your house at a price of $250,000, the shared depreciation amount would be less than zero (a negative number) and equal to $20,000.

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

I. REFINANCING FIRST MORTGAGE LOAN; NEW JUNIOR LOANS

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

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

K. DEFAULT PROVISIONS

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

L. DATABASE OF AFFORDABLE HOUSING

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

* * * * * * * * * * * * * *

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

I have read and understand the above Borrower Disclosure Statement.

By: Bonnie Slattkin Dated: 8/30/10
Signature of Borrower

Bonnie Slattkin
Print Name of Borrower

667\01\616535.1
8/24/10

Agenda Date: 9-7-10

MINUTES
REGULAR MEETING
OAKHURST GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)

Agenda Item: 3a GHAD

July 20, 2010

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order by Chairman Geller at 7:23 p.m. Boardmembers present: Chairman Geller, Vice Chairman Shuey, Medrano. Boardmembers absent: Pierce and Stratford. Staff present: City Manager Napper, General Counsel Adams, District Manager Rick Angrisani, and Secretary Jackson.

2. **PUBLIC COMMENTS** - None.

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

(a) Approved the Oakhurst Geologic Hazard Abatement District Board minutes for the regular meeting of June 15, 2010.

4. **PUBLIC HEARINGS**

(a) Public Hearing on the Geologic Hazard Abatement District (GHAD) proposed real property assessments for Fiscal Year 2010-2011.

The District Manager presented the staff report recommending increasing the annual real property assessment by the allowed amount of 1.72% per parcel, reflecting the adjustment of the Consumer Price Index (CPI).

Chairman Geller opened the Public Hearing at 7:24 p.m. No Public Comments were offered and he closed the Public Hearing at 7:24 p.m.

It was moved by Chairman Geller, seconded by Vice Chairman Shuey to adopt Resolution 02-2010 approving the District's levy of assessments for FY 2010-2011 (Passed; 3-0 vote).

5. **ACTION ITEMS** – None.

6. **BOARD ITEMS** – None.

7. **ADJOURN**- on call by Chairman Geller the meeting adjourned at 7:25 p.m.

Respectfully submitted,

Laci J. Jackson, Secretary

Approved by Board of Directors
Geologic Hazard Abatement District

Howard Geller, Chairman

Agenda Date: 9-7-10
Agenda Item: 3b GHAD

CITY OF CLAYTON
Founded 1857 Incorporated 1964

GHAD STAFF REPORT

TO: HONORABLE CHAIRPERSON AND BOARDMEMBERS

FROM: RICK ANGRISANI, DISTRICT MANAGER

DATE: SEPTEMBER 7, 2010

SUBJECT: AUTHORIZATION OF FUNDING FOR THE PAVEMENT REHABILITATION OF CERTAIN STREETS WITHIN THE OAKHURST COUNTRY CLUB DEVELOPMENT AS PART OF THE CITY'S 2010 PAVEMENT REHABILITATION PROJECT (CIP PROJECT NO. 10409)

RECOMMENDATION

Authorize the funding of pavement rehabilitation work on certain streets within the Oakhurst Country Club Development.

BACKGROUND

Due to ongoing land movement within the development, the City has not performed any significant pavement maintenance since the project was constructed. As part of the lawsuit settlement with Presley Homes, a significant amount of funds was set aside to allow for pavement rehabilitation upon cessation of the movement. Unfortunately, ongoing lawsuit and landslide monitoring costs have eaten away at the reserved funds and there is now approximately $217,000 remaining.

While considering which streets to include in the City's 2010 Pavement Rehabilitation Project, the City Council decided that it was time to begin utilizing the reserved funds and undertaking some pavement rehabilitation work within the project area. Using the Pavement Condition Index (PCI) ratings from the City's Pavement Management System, Staff recommended the inclusion of the following streets (ranked lowest PCI to highest) and their treatment in the 2010 Pavement Rehabilitation Project:

Golden Eagle Place (reconstruct paving)
Crow Place (overlay)
Hummingbird Way (overlay)
Hummingbird Place (overlay)
Windmill Canyon Place (overlay)
Raven Way (overlay)
Falcon Place (overlay)

Staff estimated the cost for this work at $165,000. However, due to an error in the pavement areas in the Pavement Management System report, the bid for this work came in at $188,856.00.

FISCAL IMPACT

At the Council's July 7th meeting, Staff recommended that the construction funding for these streets be taken from the Oakhurst Assessment District bond interest refund proceeds ($55,000) and the lawsuit settlement proceeds ($110,000).

Assuming the Board agrees with Staff's recommendations, it will be necessary to drop one street (Falcon Place) from the project. If the Board wishes to keep the treatment list unchanged, it will be necessary to allocate an additional $24,000 from the lawsuit settlement proceeds thereby reducing the fund balance to approximately $83,000.

CONCLUSION

Based upon the above, Staff requests direction from the Board and recommends that the Board authorize the transfer and utilization of a specified amount of funds from the GHAD's Oakhurst Assessment District bond interest refund proceeds and the lawsuit settlement proceeds.

2010 PAVEMENT REHABILITATION PROJECT

LIST OF STREETS

Following is a list of streets anticipated to be included with this project, along with the type of paving work, and estimated square foot quantities.

STREET	THIN OVERLAY (SF)	PAVE. RECON. (SF)
ALEF COURT	0	8,850
BLOCHING CIRCLE	53,840	0
CASEY GLEN COURT	0	8,815
CAUFIELD COURT	0	7,795
CHARDONNAY CIRCLE	48,235	0
CROW PLACE	0	24,270
DIABLO CREEK COURT	9,010	0
DIABLO CREEK PLACE	0	11,790
FALCON PLACE	22,960	0
GOLDEN EAGLE PLACE	0	17,490
HUMMINGBIRD PLACE	22,400	0
HUMMINGBIRD WAY	27,675	0
MOUNTAIRE PARKWAY	132,210	0
MOUNTAIRE PLACE	12,970	0
MT. ALPINE PLACE	0	12,820
MT. DELL DRIVE	59,765	0
MT. ETNA DRIVE	43,990	0
MT. McKINLEY COURT	24,030	0
MT. PALOMAR PLACE	24,135	0
MT. RAINIER COURT	0	11,785
MT. SEQUOIA COURT	24,030	0
MT. VERNON DRIVE	0	17,455
MT. WILSON PLACE	0	14,550
N. LYDIA LANE	34,320	0
OHMAN PLACE	0	18,380
PANADERO WAY	22,200	0
PETAR COURT	0	22,085
RAVEN WAY	29,625	0
RIALTO DRIVE	0	28,050
ROUNDHILL COURT	19,440	0
ROUNDHILL PLACE	36,230	0
SOUTHBROOK DRIVE	31,265	0
WHITT COURT	0	9,250
WINDMILL CANYON PLACE	28,810	0
TOTALS	**707,140**	**213,385**