



AGENDA

REGULAR MEETINGS

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CLAYTON CITY COUNCIL and CLAYTON SUCCESSOR & SUCCESSOR HOUSING AGENCIES

TUESDAY, September 18, 2012

6:00 p.m.

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

Mayor: Howard Geller

Vice Mayor: Joseph A. Medrano

Council Members

Julie K. Pierce

David T. Shuey

Hank Stratford

- 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 18, 2012

6:00 P.M.

1. **CALL TO ORDER THE CITY COUNCIL** – Mayor Geller.
CALL TO ORDER THE CLAYTON SUCCESSOR HOUSING AGENCY- Mayor Geller.

2. **CLOSED SESSIONS**

- (a) City Council

1. *Government Code Section 54956.9 (c)*, Conference with Legal Counsel.
Consider Initiation of Litigation: One (1) Potential Case.

2. *Government Code Section 54956.9 (a)*, Conference with Legal Counsel.
Pending Litigation: *City of Clayton and Oakhurst Geological Hazard Abatement District v. Municipal Pooling Authority of Northern California*, Case No. MSC10-03626, Superior Court of California, Contra Costa County.

3. *Government Code Section 54956.8*, Conference with Real Property Negotiator
Real Properties: 6055 Main Street, Clayton (APNs 118-560-010 & 119-011-003)
Instructions to City Negotiator (City Manager) concerning terms and conditions.
Negotiating Party: Clayton Community Church.

- (b) Clayton Successor Housing Agency

- Government Code Section 54956.8*, Conference with Real Property Negotiator
Real Property: 21 Long Creek Circle, Clayton, CA (APN 119-232-031-3).
Instructions to Agency negotiator (Executive Director) concerning terms and conditions.
Negotiating Parties: Roy and Heidi Ashworth.

Reports out of Closed Session: Mayor Geller.

3. **RECESS THE SUCCESSOR HOUSING AGENCY BOARD OF DIRECTORS MEETING**

Chairman Geller. (Until after the completion of the City Council's regular meeting)

7:00 P.M.

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

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 August 7, 2012. ([View Here](#))
- (b) Approve the Financial Demands and Obligations of the City. ([View Here](#))
- (c) Adopt a Resolution approving an amended City of Clayton Conflict of Interest Code pursuant to the Political Reform Act of 1974. ([View Here](#))
- (d) Adopt a Resolution approving a 9 month Addendum No. 5 to the base MOU with the Clayton Police Officers Association (CPOA) to end June 30, 2013. ([View Here](#))
- (e) Adopt a Resolution approving a Notice of Completion for the Clayton Road Median and Daffodil Hill Landscaping Projects (CIPs No. 10430 & 10431) and ordering the filing of the Notice of Completion. ([View Here](#))
- (f) Approve the rejection of a liability claim filed against the City by Mr. Jon Van Brusselen regarding stormwater inspection fees at 5851 Pine Hollow Road. ([View Here](#))
- (g) Adopt a Resolution awarding and approving a 3-year contract in the initial amount of \$49,188.00 through December 31, 2013 with Pinnacle Residential Services for the property management and maintenance services of the Diablo Estates at Clayton Development (Subd. 8719), funded by the Diablo Estates at Clayton Benefit Assessment District. ([View Here](#))

5. RECOGNITIONS AND PRESENTATIONS

- (a) Proclamation declaring September 22-28, 2012 as "Fall Prevention Awareness Week."

6. REPORTS

- (a) Planning Commission – Commissioner Gregg Manning.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff.
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.
- (e) Other – Introduction of candidates present for City Council elected office.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance 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 or you are recognized by the Mayor as wishing to speak, 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 at its discretion 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) Presentation of information by the Contra Costa County Fire Protection District regarding fire protection, suppression, and first-responder emergency medical services provided by the Fire District, and consideration of a City Council position on Ballot Measure Q, a special fire district parcel tax on the November 6, 2012 local ballot. ([View Here](#))
(District Fire Chief Daryl Louder)

Staff recommendation: That Council receive the presentation report and provide any policy action regarding Ballot Measure Q (Nov. 2012).

- (b) Consideration of the award of contract to Everbrite, LLC in the amount of \$18,449.05 for the purchase of three (3) replacement multi-sport scoreboards for installation at the three sports fields in Clayton Community Park. ([View Here](#))
(Maintenance Supervisor)

Staff recommendation: Following staff presentation and public comments, that Council adopt a motion awarding contract to Everbrite, LLC for three replacement multi-sport scoreboards at Clayton Community Park and appropriate the purchase monies in the amount of \$18,449.05 from the City's Deferred Maintenance Fund.

- (c) Consideration of a Council Member request for the City Council to authorize the City Attorney to prepare for state legislator submittal a written request to the state attorney general seeking a legal opinion on whether it is an incompatible office for an elected member of the Clayton City Council to concurrently serve on the Clayton Valley Charter High School Executive [governing] Board. ([View Here](#)) (Council Member Shuey)

Staff recommendation: Following Council discussion and public comment, that Council provide policy direction to staff.

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

11. **ADJOURNMENT**– the next regularly scheduled City Council meeting is October 2, 2012.

#

*** CLAYTON SUCCESSOR and SUCCESSOR HOUSING AGENCIES ***
September 18, 2012

4. RECONVENE THE MEETING – Chairperson Geller.

5. PUBLIC COMMENT ON NON - AGENDA ITEMS

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

6. CONSENT CALENDAR

- (a) Adopt a Resolution approving an amended Successor Agency's Recognized Obligation Payment Schedule for the time period of January 1, 2013 through June 30, 2013 (ROPS III) caused by new formatting required by the State Department of Finance (DOF). ([View Here](#))

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS – None.

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

10. ADJOURNMENT – the next regular Successor Agency meeting will be scheduled as needed.

#

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

TUESDAY, August 21, 2012

Agenda Date: 9-18-12

Agenda Item: 4.a

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:00 p.m. by Mayor Geller in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Geller, Vice Mayor Medrano (arrived at 6:08 p.m.), and Councilmembers Pierce and Stratford. Councilmembers absent: Councilmember Shuey. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, City Engineer Rick Angrisani (7:00 p.m.), and City Clerk Laci Jackson.
2. **JOINT CLOSED SESSION** – Mayor Geller announced the following purposes for Closed Session and then adjourned into Closed Session at 6:01 p.m.
 - (a) Conference with Labor Negotiator
Government Code Section 54957.6
Instructions to City-designated labor negotiator: City Manager
 1. Employee Organization: Clayton Police Officers Association (CPOA).
 - (b) Conference with Real Property Negotiator
Government Code Section 54956.8
Real Properties: 6055 Main Street, Clayton (APNs 118-560-010 & 119-011-003)
Instructions to City Negotiator (City Manager) concerning terms and conditions.
Negotiating Party: Clayton Community Church

Report Out from Closed Session 7:05 p.m.: Mayor Geller reported the Council received information and gave direction to staff.
3. **PLEDGE OF ALLEGIANCE** – led by Mayor Geller.
4. **CONSENT CALENDAR**- Damien Bibeau asked a question about Item 4(d) and how the Diablo Estate Benefit Assessment District was voted in when the homes were not sold at the time to the ultimate home buyers? The City Engineer stated the current owner of the property (the developer) voted and that process is the standard practice for a developer to establish this type of District.

Damien Bibeau asked a second question about the adoption of the easements. He stated one of the conditions was to set aside 150 feet worth of conservation easement. The Community Development Director stated the easements, including the one mentioned by Mr. Bibeau, have been recorded and they prohibit development in the uphill and downhill areas beyond the buildable pads of the lots within the subdivision.

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

- (a) Information Only
 - 1). General Resolutions for the League of California Cities' Annual Conference.
- (b) Approved the minutes of the regular meeting of July 17, 2012.
- (c) Approved the Financial Demands and Obligations of the City.

- (d) Adopted eleven (11) Resolutions accepting and rejecting various easements within the Diablo Pointe (aka Diablo Estates at Clayton) development, Subdivision 8719, as follows:

1. Resolution 47-2012 accepting easements dedicated to the public on the Final Map for Subdivision 8719 including public utility easements, sanitary sewer easements, storm drain easements, and emergency vehicle access easements, but rejecting the offers of dedication for the Landscape Maintenance Easements and Conservation Easements delineated thereon;
2. Five (5) Resolutions accepting various grants of easements over the property known as the "Seeno Strip" along Regency Drive and Rialto Drive including landscape maintenance easement (Resolution 48-2012), sanitary sewer easement (Resolution 49-2012), emergency vehicle access easement (Resolution 50-2012), storm drain easement (Resolution 51-2012) and public utility easement (Resolution 52-2012);
3. Four (4) Resolutions accepting various grants of easements over portions of the lots including an access easement across lot 1 (Resolution 53-2012) and storm drain easements on portions of Lots 6 (Resolution 54-2012), 9 (Resolution 55-2012) and 11 (Resolution 56-2012); and
4. Adopted Resolution 57-2012 summarily vacating the offers of dedication of a Landscape Maintenance Easement and Conservation Easements as shown on the Final Map of Subdivision 8719 in accordance with Section 8333(c) of the Streets and Highways Code as these easements have been superseded by other easements accepted above.

5. RECOGNITIONS AND PRESENTATIONS

- (b) Mayor Geller presented a Certificate of Recognition to retiring 94517 zip code U.S. Postal Service, Tony Oliver. Mr. Oliver thanked the people in Clayton for their support the past 22 years.
- (a) Mayor Geller recognized the new Clayton Valley Charter High School Executive Director David Linzey, Executive Staff, and the CVCHS Executive Board on commencement of its inaugural 2012-13 school year. Executive Director Linzey provided a PowerPoint presentation on the goals of the Charter High School. Executive Board President Neil McChesney presented information on the faulty expenditure analysis of the Mt. Diablo School District that the charter high school costs the District \$1.7 million per year

6. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) The City Manager reported the Secretary of State announced the alpha listing for the November elections. The City Clerk read the Clayton ballot order of the qualified candidates: Jim Diaz, Howard Geller, Joe Medrano, Kevin Liberman, and Julie Pierce.

(d) City Council

Councilmember Stratford stated the "Do the Right Thing" program is getting back to work in the local schools, and he attended a Habitat Conservancy meeting.

Vice Mayor Medrano stated at the Thursday night Concert in The Grove the PHD's will be performing.

Councilmember Pierce attended ABAG meetings, the Mayors Conference and the Concerts in The Grove.

Mayor Geller attended the Relay for Life for the American Cancer Society which raised over \$48,000. He attended the CBCA Rib Cook-off and thanked the CBCA and the Clayton Club Saloon for their work on the event. He attended the Clayton Valley Charter High School campus clean-up. He noted the crowd donations at the Diamond Dave concert were \$1,958.50, and Rolling Heads brought in \$1,161.00. He stated Olympian Kara Kohler was in attendance at the concert. He attended the Mayors Council meeting and the meet and greet with Senator Mark DeSaulnier. He stated Clayton is organizing a Parade to host the two Olympic Bronze medal winners on September 15th at 5 p.m. on Main Street. He stated the Olympians will be honored with a key to the City.

- (e) Other – Introduction of candidates present for City Council elected office. None present expect the incumbents on the dais, who declined to speak.

7. **PUBLIC COMMENTS**

Bruce Albrect stated he was frustrated with ABAG and its housing requirements mandated for the City. He asked for clarification on the requirements.

Councilmember Pierce stated the State Housing and Community Development (HCD) department was created to help allocate the growth that will happen in the State and require, through a process, that every jurisdiction provides for their fair share of affordable homes. The way they do that is divide it up into each region. She stated ABAG negotiated that number down by over 250,000 units, for 2014-2022. She stated she has served on the housing methodology committee and their goal is to put the majority of the units near transit and a focused growth pattern. She stated this year SB 375 and AB 32 required ABAG to put together a Sustainable Communities Strategy with the goal of reducing greenhouse gases. She stated the housing has to be zoned for but there is no responsibility to build the units. She stated if Clayton didn't provide for the zoning HCD could sue and revoke the City's approved Housing Element on top of the threat of stopping all development in the City. She stated currently Clayton has a 151 unit requirement and has met that requirement. She also noted it looks like Clayton will not have to add more units in the next round of changes.

Vice Mayor Medrano stated the legislation has to change because the City had to spend \$80,000 for the Housing Element update but has no power to put the plan into action by developing private land.

Councilmember Pierce stated this is planning for where our children and grandchildren will live.

8. **PUBLIC HEARINGS-** None.

9. **ACTION ITEMS**

- (a) Consideration of a petition by Toll Brothers, Inc. for relief from a Condition of Approval to allow the developer the issuance of the 20th and subsequent building permits (24 total) due to the delayed conveyance of Lot 25 as a mitigation conservation parcel to a suitable land trust steward (Diablo Estates at Clayton; Subdivision 8719).

The Community Development Director stated Lot 25 is approximately a 5-acre piece of property in the Diablo Estates subdivision. He stated the developer planted it with 125 oak trees and it is considered a conservation parcel. The goal was to have the developer convey this property to the State Parks, a qualified 3rd party or incorporate it into the subdivision's Benefit Assessment District. At this point staff has released 19 building permits and the developer is petitioning the City Council to allow the release of the 20th and subsequent building permits. He stated staff is supportive of the request up to 22 building permits. He stated the developer is working in good faith with the accepted 3rd party, Save Mt. Diablo and staff believes they are close to achieving the acceptance of this agreement. He also noted as part of the project's conditions of approval, three affordable dwelling units need to be provided by the developer. He stated the third unit has not yet been satisfied and the 20th certificate of occupancy will not be issued until that condition is met or the Planning Commission provides relief of that condition.

Liela Duncan, and Sandy and Patrick Penner requested the City allow for the additional building permits to be pulled as requested by Toll Brothers so they could build their dream homes.

Pete Laurence stated he supported Toll Brothers request but liked staff's recommendation to release up to the 22nd building permit, holding back two permits to assure the Lot 25 conveyance would be completed.

Andrew Warner, Toll Brothers, thanked the City Council for considering this petition. He stated he believes they are very close to transferring the property. He stated City staff is recommending only three more building permits be released, but he would like to pull all remaining permits. Mr. Warner offered that Toll Brothers put the Lot 25 deed into escrow. He stated Toll Brothers has been working diligently to transfer the land to Save Mt. Diablo and to satisfy the affordable housing requirements

Jim Parsons, PA Design Resources, stated the developer has been trying for over a year to satisfy this condition and urged the City Council to allow for the issuance of all 5 building permits.

Councilmember Pierce asked about putting the Lot 25 deed into escrow. The City Attorney stated she did not believe that would assure the proper conveyance of Lot 25 as intended by the condition.

Councilmember Pierce stated it seems conveyance is imminent and she is inclined to go with staff's recommendation.

Vice Mayor Medrano stated the Council should release the 22 permits.

Councilmember Stratford asked if the Council could approve all 24 to be released? The City Manager stated, yes, but another condition of approval on the affordable homes would prevent occupancy unless it is satisfied. He cautioned the Council about allowing the developer a full release on permits given the uncertainty of the other condition; it could cause a mess of occupied homes without certificates of occupancy.

It was moved by Vice Mayor Medrano, seconded by Councilmember Pierce, to authorize staff to issue up to and including the 22nd building permit at the Diablo Estates at Clayton residential subdivision (Passed; 4-0 vote).

- (b) Consideration and discussion of a request to approve the East Bay Economic Development Alliance's "Open for Business" Pledge.

The Community Development Director stated in May of this year, East Bay Economic Development Alliance (EDA) asked the City to adopt a business friendly pledge to encourage business in the East Bay. The pledge lists various measures to promote excellent customer service. The pledge suggested how local agencies must allocate their local resources. The pledge must be adopted verbatim. He stated Clayton staff is business friendly and takes direction from the City Manager through the Council as to how resources should be used to serve the public. The City can only provide the services possible within its limited resources.

Councilmember Pierce mentioned she spoke with Linda Best, the President of the Contra Costa Council, who works with the East Bay EDA, and she did not know about the stated in the Pledge and the subsequent email.

Vice Mayor Medrano stated allocation of resources and monitoring to assure excellent service should be handled locally.

In response to question, the City Manager stated the City of Concord has an economic development sub-committee reviewing this pledge, and the Town of Danville adopted the pledge, but added a comma and said "to the extent possible" for each measure.

Mayor Geller stated staff resources are limited and their allocation should be handled locally.

No public comments were received.

It was moved by Vice Mayor Medrano, seconded by Mayor Geller, to decline to adopt the EDA Pledge "as-is" and authorize the City Manager to communicate the City's concerns in writing to the East Bay EDA (Passed; 3-1 No- Pierce).

- (c) Consideration of draft City responses to Civil Grand Jury Reports No. 1209 (City Retirement Plans) and No. 1213 (Financial Transparency).

No public comments were provided.

It was moved by Councilmember Pierce, seconded by Vice Mayor Medrano, to approve the letters representing the City's submittal to the Civil Grand Jury on these topics (Passed; 4-0 vote).

10. **COUNCIL ITEMS** – None.

11. **ADJOURNMENT**– On call by Mayor Geller the meeting adjourned at 9:33 p.m.

Respectfully submitted,

Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Howard Geller, Mayor



Agenda Date: 9/18/2012

Agenda Item: 4b

STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MERRY PELLETIER, FINANCE MANAGER *mp*
DATE: September 18, 2012
SUBJECT: INVOICE SUMMARY

RECOMMENDATION

Approve the following Invoices.

9/14/12	Cash Requirements Report	\$760,120.23
9/14/12	Invoices Paid in Advance of Meeting	<u>\$ 10,095.00</u>
	1. Bob Castell-Blanch (PHD's) Thursday Concert	\$ 500.00
	2. Alameda County Sheriff (Training)	\$ 184.00
	3. PERMCO	\$ 9,411.00

TOTAL REQUEST

\$770,215.23

Attachments:

Cash Requirements Report dated 9/14/12 (6 pages)
Copy of check and invoice for prepaid items (7 pages)

City of Clayton

Cash Requirements Report

City Council 9/18/12

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Access One								
Access One	9/18/2012	9/2/2012	1291929	Long Distance	\$54.44	\$0.00		\$54.44
				Totals for Access One:	<u>\$54.44</u>	<u>\$0.00</u>		<u>\$54.44</u>
American Fidelity Assurance Company								
American Fidelity Assurance Company	9/18/2012	8/17/2012	A873190	September premium	\$256.82	\$0.00		\$256.82
American Fidelity Assurance Company	9/18/2012	7/17/2012	A859816	August Premium	\$256.82	\$0.00		\$256.82
				Totals for American Fidelity Assurance Company:	<u>\$513.64</u>	<u>\$0.00</u>		<u>\$513.64</u>
Arlene H. Kikkawa-Nielsen								
Arlene H. Kikkawa-Nielsen	9/18/2012	9/12/2012	9/12/12	September Library Volunteer Coordinator	\$900.00	\$0.00		\$900.00
				Totals for Arlene H. Kikkawa-Nielsen:	<u>\$900.00</u>	<u>\$0.00</u>		<u>\$900.00</u>
AT&T/ CalNet 2								
AT&T/ CalNet 2	9/18/2012	8/8/2012	3638921	7/8/12-8/7/12	\$1,792.91	\$0.00		\$1,792.91
				Totals for AT&T/ CalNet 2:	<u>\$1,792.91</u>	<u>\$0.00</u>		<u>\$1,792.91</u>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	9/18/2012	8/24/2012	0285536-IN	supplies	\$1,459.86	\$0.00		\$1,459.86
				Totals for Bay Area Barricade Serv.:	<u>\$1,459.86</u>	<u>\$0.00</u>		<u>\$1,459.86</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	9/18/2012	9/11/2012	685851-3	August Services	\$9,766.18	\$0.00		\$9,766.18
				Totals for Best Best & Kreiger LLP:	<u>\$9,766.18</u>	<u>\$0.00</u>		<u>\$9,766.18</u>
CalPERS Health								
CalPERS Health	9/18/2012	8/14/2012	759	CalPERS Health Premium September 2012	\$27,341.46	\$0.00		\$27,341.46
				Totals for CalPERS Health:	<u>\$27,341.46</u>	<u>\$0.00</u>		<u>\$27,341.46</u>
CalPERS Retirement								
CalPERS Retirement	9/18/2012	8/6/2012	13260016	Audit posting payroll for Jordan Swank #4212	\$570.98	\$0.00		\$570.98
CalPERS Retirement	9/18/2012	8/9/2012	PPE 8/5/12	Retirement PPE 8/5/12	\$22,286.43	\$0.00		\$22,286.43
CalPERS Retirement	9/18/2012	8/24/2012	PPE 8/19/12	Retirement PPE 8/19/12	\$22,234.96	\$0.00		\$22,234.96
				Totals for CalPERS Retirement:	<u>\$45,092.37</u>	<u>\$0.00</u>		<u>\$45,092.37</u>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	9/18/2012	8/24/2012	1146953	Konica contract	\$396.96	\$0.00		\$396.96
				Totals for Caltronics Business Systems, Inc:	<u>\$396.96</u>	<u>\$0.00</u>		<u>\$396.96</u>
CCC General Services (Traffic)								
CCC General Services (Traffic)	9/18/2012	8/22/2012	4654	traffic signals July 2012	\$1,999.98	\$0.00		\$1,999.98
				Totals for CCC General Services (Traffic):	<u>\$1,999.98</u>	<u>\$0.00</u>		<u>\$1,999.98</u>
CCC Law & Justice Systems (ACCJIN)								
CCC Law & Justice Systems (ACCJIN)	9/18/2012	8/2/2012	LJIS 11 -CLY	ACCJIN shared costs FY 2011/2012	\$1,307.56	\$0.00		\$1,307.56

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CCC Office of the Sheriff, Forensic Services Division								
CCC Office of the Sheriff, Forensic Se	9/18/2012	8/27/2012	CLPD-1207	Totals for CCC Law & Justice Systems (ACC-JIN):	\$1,307.56	\$0.00		\$1,307.56
City of Concord								
City of Concord	9/18/2012	8/17/2012	29441	blood/breath July 2012				
City of Concord	9/18/2012	8/17/2012	29428	vehicle maintenance	\$1,105.61	\$0.00		\$1,105.61
City of Concord	9/18/2012	8/17/2012	29424	live scan	\$96.00	\$0.00		\$96.00
				printing services	\$223.00	\$0.00		\$223.00
				Totals for City of Concord:	\$1,424.61	\$0.00		\$1,424.61
City of Pleasant Hill								
City of Pleasant Hill	9/18/2012	7/24/2012	900006314	transpac revenue	\$21,760.00	\$0.00		\$21,760.00
				Totals for City of Pleasant Hill:	\$21,760.00	\$0.00		\$21,760.00
Clean Street								
Clean Street	9/18/2012	8/31/2012	68304	monthly sweep fee August 2012	\$3,500.00	\$0.00		\$3,500.00
				Totals for Clean Street:	\$3,500.00	\$0.00		\$3,500.00
Cole Supply Company								
Cole Supply Company	9/18/2012	8/16/2012	866843	supplies	\$204.16	\$0.00		\$204.16
Cole Supply Company	9/18/2012	8/15/2012	863028	supplies	\$1,934.75	\$0.00		\$1,934.75
				Totals for Cole Supply Company:	\$2,138.91	\$0.00		\$2,138.91
Comcast								
Comcast	9/18/2012	8/5/2012	8/5/12	monthly internet	\$392.48	\$0.00		\$392.48
				Totals for Comcast:	\$392.48	\$0.00		\$392.48
Contra Costa Water Dist.								
Contra Costa Water Dist.	9/18/2012	9/11/2012	c series	water service	\$53,918.97	\$0.00		\$53,918.97
				Totals for Contra Costa Water Dist.:	\$53,918.97	\$0.00		\$53,918.97
CR Fireline Inc								
CR Fireline Inc	9/18/2012	8/21/2012	93259	endeavor hall testing	\$163.65	\$0.00		\$163.65
				Totals for CR Fireline Inc:	\$163.65	\$0.00		\$163.65
Crop Production Svcs								
Crop Production Svcs	9/18/2012	8/21/2012	230265	supplies	\$2,608.83	\$0.00		\$2,608.83
				Totals for Crop Production Svcs:	\$2,608.83	\$0.00		\$2,608.83
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	9/18/2012	9/8/2012	15031690	konica contract	\$431.68	\$0.00		\$431.68
				Totals for De Lage Landen Financial Services, Inc.:	\$431.68	\$0.00		\$431.68
Environtech Enterprises								

City of Clayton

Cash Requirements Report

City Council 9/18/12

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Environtech Enterprises	9/18/2012	8/28/2012	A001B-2B-12	mustard and yellow thistle abatement	\$21,999.25	\$0.00		\$21,999.25
				<i>Totals for Environtech Enterprises:</i>	<i>\$21,999.25</i>	<i>\$0.00</i>		<i>\$21,999.25</i>
Globalstar LLC								
Globalstar LLC	9/18/2012	8/16/2012	4116987	monthly service	\$43.59	\$0.00		\$43.59
				<i>Totals for Globalstar LLC:</i>	<i>\$43.59</i>	<i>\$0.00</i>		<i>\$43.59</i>
Health Care Dental Trust								
Health Care Dental Trust	9/18/2012	8/29/2012	08/29/12	October Premium	\$2,772.68	\$0.00		\$2,772.68
				<i>Totals for Health Care Dental Trust:</i>	<i>\$2,772.68</i>	<i>\$0.00</i>		<i>\$2,772.68</i>
Howard Geller								
Howard Geller	9/18/2012	9/12/2012	EH Rental	deposit refund EH 9/8/12	\$300.00	\$0.00		\$300.00
				<i>Totals for Howard Geller:</i>	<i>\$300.00</i>	<i>\$0.00</i>		<i>\$300.00</i>
HUB Inter of CA Ins Svc								
HUB Inter of CA Ins Svc	9/18/2012	8/29/2012	August 2012	event insurance	\$858.75	\$0.00		\$858.75
				<i>Totals for HUB Inter of CA Ins Svc:</i>	<i>\$858.75</i>	<i>\$0.00</i>		<i>\$858.75</i>
J & R Floor Services								
J & R Floor Services	9/18/2012	9/1/2012	August	August Services	\$4,879.99	\$0.00		\$4,879.99
				<i>Totals for J & R Floor Services:</i>	<i>\$4,879.99</i>	<i>\$0.00</i>		<i>\$4,879.99</i>
Jarvis Fay Doporto & Gibson, LLP								
Jarvis Fay Doporto & Gibson, LLP	9/18/2012	8/19/2012	July	Chevron dispute July 2012	\$28.91	\$0.00		\$28.91
				<i>Totals for Jarvis Fay Doporto & Gibson, LLP:</i>	<i>\$28.91</i>	<i>\$0.00</i>		<i>\$28.91</i>
Jason Delmar								
Jason Delmar	9/18/2012	8/22/2012	219	computer services	\$450.00	\$0.00		\$450.00
				<i>Totals for Jason Delmar:</i>	<i>\$450.00</i>	<i>\$0.00</i>		<i>\$450.00</i>
Jennifer Hall								
Jennifer Hall	9/18/2012	9/5/2012	EH Rental	EH Rental Deposit Refund	\$500.00	\$0.00		\$500.00
				<i>Totals for Jennifer Hall:</i>	<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
Jobs Available								
Jobs Available	9/18/2012	8/14/2012	1217011	display ad Chief of Police	\$567.00	\$0.00		\$567.00
				<i>Totals for Jobs Available:</i>	<i>\$567.00</i>	<i>\$0.00</i>		<i>\$567.00</i>
Joe Howard								
Joe Howard	9/18/2012	8/15/2012	CAP 0040	deposit refund	\$500.00	\$0.00		\$500.00
				<i>Totals for Joe Howard:</i>	<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
John Deere Landscapes Inc								
John Deere Landscapes Inc	9/18/2012	8/22/2012	62435889	supplies	\$3,184.44	\$0.00		\$3,184.44

City of Clayton

Cash Requirements Report

City Council 9/18/12

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Municipal Pooling Authority				<i>Totals for John Deere Landscapes Inc.:</i>	<u>\$3,184.44</u>	<u>\$0.00</u>		<u>\$3,184.44</u>
Municipal Pooling Authority	9/18/2012	9/1/2012	September 2012	September disability and life insurance premi				
Municipal Pooling Authority	9/18/2012	8/17/2012	L1203	Liability Premium 12-13	\$1,212.03	\$0.00		\$1,212.03
Municipal Pooling Authority	9/18/2012	8/20/2012	B1203	worker's compensation premium 2012-2013	\$72,985.00	\$0.00		\$72,985.00
Municipal Pooling Authority	9/18/2012	8/20/2012	K1203	wellness premium 2012-2013	\$32,743.00	\$0.00		\$32,743.00
				<i>Totals for Municipal Pooling Authority:</i>	<u>\$107,373.03</u>	<u>\$0.00</u>		<u>\$107,373.03</u>
NBS Govt. Finance Group				<i>Interim Arbitrage Rebate Analysis</i>				
NBS Govt. Finance Group	9/18/2012	8/15/2012	81200022	<i>Totals for NBS Govt. Finance Group:</i>	<u>\$1,200.00</u>	<u>\$0.00</u>		<u>\$1,200.00</u>
				<i>Neopost (add postage)</i>				
Neopost (add postage)	8/21/2012	7/19/2012	7/19	Neopost Postage added	\$300.00	\$0.00		\$300.00
Neopost (add postage)	9/18/2012	8/22/2012	8/21/12	postage added	\$300.00	\$0.00		\$300.00
				<i>Totals for Neopost (add postage):</i>	<u>\$600.00</u>	<u>\$0.00</u>		<u>\$600.00</u>
Neopost Leasing (Mail Finance)				<i>lease payment</i>				
Neopost Leasing (Mail Finance)	9/18/2012	8/24/2012	N384497	<i>Totals for Neopost Leasing (Mail Finance):</i>	<u>\$222.02</u>	<u>\$0.00</u>		<u>\$222.02</u>
				<i>Pacific Telemanagement Svc</i>				
Pacific Telemanagement Svc	9/18/2012	8/22/2012	433246	September Service	\$73.00	\$0.00		\$73.00
				<i>PERMCO, Inc.</i>				
PERMCO, Inc.	9/18/2012	9/10/2012	9827	General Retainer	\$2,014.00	\$0.00		\$2,014.00
PERMCO, Inc.	9/18/2012	9/10/2012	9828	General Stormwater annual report	\$76.25	\$0.00		\$76.25
PERMCO, Inc.	9/18/2012	9/10/2012	9829	Diablo Pointe Plan Check	\$806.00	\$0.00		\$806.00
PERMCO, Inc.	9/18/2012	9/10/2012	9830	Diablo Point Construction Inspections	\$1,535.50	\$0.00		\$1,535.50
PERMCO, Inc.	9/18/2012	9/10/2012	9831	CAP Inspections - 479 Obsidian Way	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	9/18/2012	9/10/2012	9832	Diablo Estates BAD Admin	\$975.00	\$0.00		\$975.00
PERMCO, Inc.	9/18/2012	9/10/2012	9833	GHAD Kelok Wells Notice	\$379.38	\$0.00		\$379.38
				<i>Totals for PERMCO, Inc.:</i>	<u>\$5,827.63</u>	<u>\$0.00</u>		<u>\$5,827.63</u>
PG&E				<i>service</i>				
PG&E	9/18/2012	8/22/2012	july/aug	service	\$2,892.22	\$0.00		\$2,892.22
PG&E	9/18/2012	8/15/2012	june-aug	service	\$17,984.93	\$0.00		\$17,984.93
PG&E	9/18/2012	8/16/2012	june-aug	service	\$538.90	\$0.00		\$538.90
PG&E	9/18/2012	8/21/2012	aug	service	\$467.19	\$0.00		\$467.19
				<i>Totals for PG&E:</i>	<u>\$21,883.24</u>	<u>\$0.00</u>		<u>\$21,883.24</u>
Rex Lock & Safe, Inc.				<i>Keys/Locks</i>				
Rex Lock & Safe, Inc.	9/18/2012	8/20/2012	99740		\$699.72	\$0.00		\$699.72

City of Clayton

Cash Requirements Report

City Council 9/18/12

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Riso Products of Sacramento				<i>Totals for Rex Lock & Safe, Inc.:</i>	\$699.72	\$0.00		\$699.72
Riso Products of Sacramento	9/18/2012	8/21/2012	95387	kyocera contract	\$404.11	\$0.00		\$404.11
Rock & Waterfall Co				<i>Totals for Riso Products of Sacramento:</i>	\$404.11	\$0.00		\$404.11
Rock & Waterfall Co	9/18/2012	8/28/2012	107-82	August waterfall maint	\$650.00	\$0.00		\$650.00
Rock & Waterfall Co	9/18/2012	8/8/2012	107-55	replace burned out breaker for filter pump	\$356.00	\$0.00		\$356.00
				<i>Totals for Rock & Waterfall Co:</i>	\$1,006.00	\$0.00		\$1,006.00
Ryan Smiley								
Ryan Smiley	9/18/2012	8/25/2012	8/25/12	computer system diagnosis/repair	\$75.00	\$0.00		\$75.00
				<i>Totals for Ryan Smiley:</i>	\$75.00	\$0.00		\$75.00
SonBright Window Cleaning Svc								
SonBright Window Cleaning Svc	9/18/2012	8/25/2012	5277	window cleaning City Hall	\$500.00	\$0.00		\$500.00
SonBright Window Cleaning Svc	9/18/2012	8/25/2012	5278	window cleaning Endeavor Hall	\$180.00	\$0.00		\$180.00
SonBright Window Cleaning Svc	9/18/2012	8/23/2012	5276	window cleaning Library	\$1,100.00	\$0.00		\$1,100.00
				<i>Totals for SonBright Window Cleaning Svc:</i>	\$1,780.00	\$0.00		\$1,780.00
SPRAYTEC (Sprayer Sales Co)								
SPRAYTEC (Sprayer Sales Co)	9/18/2012	8/29/2012	11386	monthly maintenance	\$225.00	\$0.00		\$225.00
				<i>Totals for SPRAYTEC (Sprayer Sales Co):</i>	\$225.00	\$0.00		\$225.00
Sprint Comm (PD)								
Sprint Comm (PD)	9/18/2012	8/29/2012	7033335311-129	August Service	\$295.50	\$0.00		\$295.50
				<i>Totals for Sprint Comm (PD):</i>	\$295.50	\$0.00		\$295.50
Sprint Comm (PW & ADM)								
Sprint Comm (PW & ADM)	9/18/2012	8/29/2012	531409315-124	August service	\$280.66	\$0.00		\$280.66
				<i>Totals for Sprint Comm (PW & ADM):</i>	\$280.66	\$0.00		\$280.66
Stericycle Inc								
Stericycle Inc	9/18/2012	9/1/2012	3001955309	supplies	\$206.82	\$0.00		\$206.82
				<i>Totals for Stericycle Inc:</i>	\$206.82	\$0.00		\$206.82
Stockbridge General Contracting, Inc								
Stockbridge General Contracting, Inc	9/18/2012	9/10/2012	4	Pay application #4	\$19,187.63	\$0.00		\$19,187.63
				<i>Totals for Stockbridge General Contracting, Inc:</i>	\$19,187.63	\$0.00		\$19,187.63
Sun Im								
Sun Im	9/18/2012	8/28/2012	025610	EH deposit refund	\$500.00	\$0.00		\$500.00
				<i>Totals for Sun Im:</i>	\$500.00	\$0.00		\$500.00
US Bank Trust National Assoc								

City of Clayton

Cash Requirements Report

City Council 9/18/12

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank Trust National Assoc	9/18/2012	8/15/2012	#1990-1 9/2/12	CFD District #1990-1 Special Tax BDS RFD	\$369,582.02	\$0.00		\$369,582.02
				Totals for US Bank Trust National Assoc:	\$369,582.02	\$0.00		\$369,582.02
Wells Fargo Bank, N.A.								
Wells Fargo Bank, N.A.	8/21/2012	7/24/2012	874882	lim obligation imp bonds Lydia Lane Sewer A:	\$10,649.75	\$0.00		\$10,649.75
				Totals for Wells Fargo Bank, N.A.:	\$10,649.75	\$0.00		\$10,649.75
Wildland Resource Management								
Wildland Resource Management	9/18/2012	9/11/2012	#2	oversight and monitoring weed abatement	\$4,400.00	\$0.00		\$4,400.00
				Totals for Wildland Resource Management:	\$4,400.00	\$0.00		\$4,400.00
				GRAND TOTALS:	\$760,120.23	\$0.00		\$760,120.23

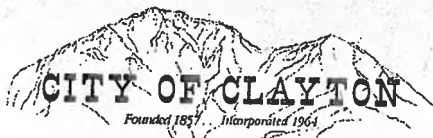
028809

To: Bob Castell-Blanch
 PHD's Band
 318 Ginger Way
 Napa, CA 94558

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
08/23/2012	8/22/2012	Concert in the Park 8/23/12	\$500.00	\$0.00	\$500.00
		Totals:	\$500.00	\$0.00	\$500.00

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6000 HERITAGE TRAIL, CLAYTON, CALIFORNIA 94517

BANK OF AMERICA, NA

11-35/1210

028809

CHECK DATE

CHECK NO.

8/22/2012

28809

CHECK AMOUNT

\$** 500.00

PAY

Five hundred and 00/100 Dollars

TO THE
ORDER
OF

Bob Castell-Blanch
 PHD's Band
 318 Ginger Way
 Napa, CA 94558

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

MP

⑈028809⑈ ⑆121000358⑆ 09825⑈04799⑈

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Security Features Included

San Jackson 8/22/12 #7015
AUTHORIZED BY DATE
3193 601-2750-00
VENDOR # ACCOUNT #
\$500
AMOUNT CITY MANAGER APPROVAL 08-22-12

CITY OF CLAYTON, CA
CONCERTS IN THE GROVE

MUSIC PERFORMANCE SERVICES AGREEMENT

CITY OF CLAYTON

(925) 673-7300

In entering into this Music Performance Service Agreement ("Agreement"), the City of Clayton ("City") and The PHD's ("Band") (collectively, the "parties" and each individually a "party"), do mutually agree and promise as follows:

1.) Performance Information

A. The Band shall perform as specified in this Agreement ("Performance") on Thursday August 23, 2012 ("Performance Date") in the "The Grove," which is an approximately 1-acre outdoor public park located at 6100 Main St., on (old) Marsh Creek Road between Main and Center Streets, in Clayton, California ("Property").

B. Performance Time: 6:00 p.m. ("Performance Start Time") to 8:30 p.m. ("Performance End Time").

C. Performance Requirements: 2 sets, at 60 minutes each; 1 break of 15 minutes in duration between the two sets; and one encore of 15 minutes.

D. General Description of Music Genre: (i.e., Classical, Jazz, Rock and Roll, etc.)

The PHDs

E. The Band includes: (i.e., singers/pieces/instruments/etc.) (6 pieces)
Bob Castell-Blanch, Mundi Drozoo, Fawiro Amaker
Syria T Barry, Leo Vigil, Rick Treat

F. Full Payment Amount: \$500 ("Performance Fee")
Payee name (must be same as that on W-9)

Payee Address (must be same as that on W-9)

G. Band Address: 318 Ginger Way, Napa CA 94558
Phone: _____
Band Primary Contact Person: 925-864-2646
Name Bob Castell-Blanch Phone _____ cell _____ email: _____

2.) Set Up and Clean Up. The Band shall arrive for set-up no earlier than 3:00 p.m. on the Performance Date. The Band shall completely remove all equipment from Property within one and one half hours following the Performance End Time, and in no event later than 10:00 p.m. on the Performance Date. The Band shall be solely responsible for its own set-up and tear-down of all personal property

028810

To: Alameda County Sheriff's Office
6289 Madigan Rd.
Dublin, CA 94568

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
9/18/12 class	9/4/2012	Firearms/Driver Simulator Course - Eddy	\$184.00	\$0.00	\$184.00
		Totals:	\$184.00	\$0.00	\$184.00

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11-35/1210

028810

6000 HERITAGE TRAIL, CLAYTON, CALIFORNIA 94517

CHECK DATE CHECK NO.

9/10/2012 28810

****One hundred eighty four and 00/100 Dollars****

CHECK AMOUNT

\$ 184.00**

PAY

TO THE
ORDER
OF

Alameda County Sheriff's Office
6289 Madigan Rd.
Dublin, CA 94568

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

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Security Features Included

Dansie, Lynn (Clayton PD)

Subject: Driving/Force Options Simulator
Location: Alameda County Sheriff Regional Training Center
Start: Tue 9/18/2012 8:00 AM
End: Tue 9/18/2012 5:00 PM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer: Clayton Police Calendar
Required Attendees: Dansie, Scott (Clayton PD); Shaw, Jason (Clayton PD); Billington, Daren (Clayton PD); Pike, Allan (Clayton PD); Sorrell, Todd; Eddy, Russ (Clayton PD); Dansie, Lynn (Clayton PD)

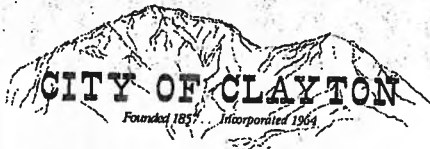
\$184⁰⁰ - Russ Eddy

To: PERMCO, Inc.
5375 Clayton Road
Concord, CA 94521

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
9814	8/27/2012	Retainer - General Services	\$2,423.00	\$0.00	\$2,423.00
9814	8/27/2012	Retainer - Genral Services	\$183.00	\$0.00	\$183.00
9815	8/27/2012	Diablo Pointe Plan Check	\$1,907.00	\$0.00	\$1,907.00
9816	8/27/2012	Diablo Pointe Construction Inspection	\$3,133.25	\$0.00	\$3,133.25
9817	8/27/2012	Stormwater Violations - CVS/Flora Square	\$586.50	\$0.00	\$586.50
9818	8/27/2012	CAP Inspections	\$62.25	\$0.00	\$62.25
9819	8/27/2012	128 Widmar Pl Notice iof Violation	\$225.00	\$0.00	\$225.00
9820	8/27/2012	GHAD - Kelok Wells Notice	\$891.00	\$0.00	\$891.00
Totals:			\$9,411.00	\$0.00	\$9,411.00

n # F935 To reorder, please call Blackbaud Forms at our toll free number, 866.425.3676

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BANK OF AMERICA, NA
11-35/1210

028811

6000 HERITAGE TRAIL, CLAYTON, CALIFORNIA 94517

CHECK DATE CHECK NO.

9/10/2012 28811

Nine thousand four hundred eleven and 00/100 Dollars

CHECK AMOUNT

\$** 9,411.00

PAY

TO THE
ORDER
OF

PERMCO, Inc.
5375 Clayton Road
Concord, CA 94521

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

MP

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Security Features Included



Agenda Date: 9-18-12

Agenda Item: 4.c

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laci J. Jackson, City Clerk

DATE: September 18, 2012

SUBJECT: Adopt a Resolution Amending Conflict of Interest Code and Filing of the Biennial Notice with the City Clerk.

RECOMMENDATION

Adopt a Resolution amending Clayton's Conflict of Interest Code and file the Biennial Notice with the City Clerk.

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.

The City Attorney's office reviewed the code for completeness and accuracy. Amendments were made to the Code as shown in the attached document. A notice was sent to individuals in all affected positions on September 5, 2012, and they were asked to provide comments in writing by 7:00 p.m. this night. The Notice of Intention to amend the Code was also posted on the City's posting boards. No comments were received at the time this staff report was prepared.

FISCAL IMPACT

None.

Attachments:

1. 2012 Local Biennial Notice
2. Clayton's Amended Conflict of Interest Code with changes in red
3. Resolution and final version of the Code.

BIENNIAL NOTICE
TO BE EXECUTED AND FILED

2012 Local Agency Biennial Notice

Name of Agency: CITY OF CLAYTON

Mailing Address: 6000 HERITAGE TRAIL, CLAYTON, CA 94517

Contact Person: LACI JACKSON Office Phone No: (925) 673-7300

E-mail: ljackson@ci.clayton.ca.us Fax No: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

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.
- ☒ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☒ Other *(describe)* delete titles in GC 87200; incorporate Standard FPPC provisions (Reg. 18730)

☐ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

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, 2012**, or the date specified by your agency, if earlier, to:

CITY CLERK'S OFFICE

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

LEGISLATIVE VERSION
TO SHOW CHANGES MADE
AND FOR RECORDS

LAW OFFICES OF
BEST BEST & KRIEGER LLP

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

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Centered + 6.5", Right

CONFLICT OF INTEREST CODE

OF THE

CITY OF CLAYTON

CONFLICT OF INTEREST CODE
OF THE
CITY OF CLAYTON

(Adopted September 18, 2012)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of Clayton (the "City").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the City Clerk as the City's Filing Officer. The City Clerk shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The City Clerk shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF CLAYTON

(Adopted September 18, 2012)

EXHIBIT "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18720, are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Reqs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Finance Manager

Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

APPENDIX "A"
CLAYTON CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS DISCLOSURE CATEGORY

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' **DISCLOSURE CATEGORIES**
TITLE OR FUNCTION **ASSIGNED**

Assistant to the City Manager	All categories 2, 3, 4
Assistant Planner	All categories 1, 2
Assistant City Attorney	All categories 1, 2
City Engineer	All categories 1, 2
City Clerk	All categories 5
Community Development Director	All categories 1, 2
Chief of Police	All categories 5
Police Sergeant	C, D5
Finance Manager	All categories
Maintenance Supervisor	All categories 5
Office Assistant/Code Enforcement Officer	6
Redevelopment Agency Successor Agency Special Legal Counsel	All categories 1, 2

BOARDS & COMMISSIONS

Oversight Board of Successor Agency	1, 2
Successor Agency	1, 2

Consultants and New Positions²

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

²

Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The City Manger'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. (Gov. Code Sec. 81008.)

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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)

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

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LAW OFFICES OF
BEST BEST & KRIEGER LLP

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

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RESOLUTION OF ADOPTION
FOR ADOPTION BY
CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDED CONFLICT
OF INTEREST CODE PURSUANT TO THE POLITICAL
REFORM ACT OF 1974**

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

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Clayton (the "City"), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on September 16, 2008, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review at the offices of the City; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on September 18, 2012, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clayton, California, as follows:

Section 1. The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular and business hours;

Section 2. The said amended Conflict of Interest Code shall become effective thirty (30) days after the date of its adoption and approval of the Resolution (Effective Date); and

Section 3. All previous Conflict of Interest Codes of the City of Clayton and amendments thereto, including Resolutions Nos. 69-94, 60-2002 and 53-2008, shall be rescinded as of the effective date of said amended Conflict of Interest Code as approved and adopted by the City Council.

PASSED AND ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 18th day of September, 2012, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON

HOWARD GELLER, MAYOR

ATTEST:

LACI J. JACKSON, CITY CLERK

CONFLICT OF INTEREST CODE

OF THE

CITY OF CLAYTON

CONFLICT OF INTEREST CODE OF THE CITY OF CLAYTON

(Adopted September 18, 2012)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Clayton (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF CLAYTON

(Adopted September 18, 2012)

EXHIBIT "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18720, are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Finance Manager

Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' **TITLE OR FUNCTION**

DISCLOSURE CATEGORIES **ASSIGNED**

Assistant City Attorney	1, 2
Assistant Planner	1, 2
Assistant to the City Manager	2, 3, 4
Chief of Police	5
City Clerk	5
City Engineer	1, 2
Community Development Director	1, 2
Maintenance Supervisor	5
Office Assistant/Code Enforcement Officer	6
Police Sergeant	5
Successor Agency Special Legal Counsel	1, 2

BOARDS & COMMISSIONS

Oversight Board of Successor Agency	1, 2
Successor Agency	1, 2

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manger'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. (Gov. Code Sec. 81008.)

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.



Agenda Date: 9-18-12

Agenda Item: 4d

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 18 SEPTEMBER 2012

SUBJECT: APPROVAL OF 9-MONTH COLLECTIVE BARGAINING AGREEMENT
CLAYTON POLICE OFFICERS ASSOCIATION (CPOA)

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution authorizing and approving the 9-month Addendum No. 5 to the base Memorandum of Understanding (MOU) with the Clayton Police Officers Association (CPOA) regarding certain terms and conditions of employment and compensation with the City of Clayton.

BACKGROUND

On 01 July 2012, a one year Agreement (Addendum No. 3) by and between the City and the Clayton Police Officers' Association (CPOA) expired. In order to continue existing terms and conditions of employment favorable to both parties while collective bargaining discussions ensued regarding a replacement Agreement, the City Council and the CPOA agreed to a 3- month extension (Addendum No. 4) concerning terms of employment and compensation for the ten (10) sworn members of this law enforcement unit. This action was in accord with California state laws that require a public employer and each of its organized or undesignated collective bargaining units to meet and confer over terms and conditions of employment and compensation (ref. *Government Code Section 3500*, et. seq.).

That 3-month Addendum No. 4 to the underlying MOU expires on 30 September 2012. Pursuant to City Council directions, the City Manager and a CPOA representative did meet and confer to craft a subsequent Agreement acceptable to each party. Given the unprecedented fiscal times for governments at all levels, over the last three years the City sought and obtained certain concessions by the CPOA to patch a local deficit budget. Similar concessions were requested and obtained for FY 2012-13.

A portion of the terms the previous three years included labor concessions amounting to an annual 4.2% reduction in pay (\$55,899 "savings" to City by ceasing Holiday premium pay) and no employee merit advancements (\$42,486 "savings" to City).

MEET AND CONFER DISCUSSIONS

Under City Council direction, the City Manager (as the Council's designated labor negotiator) and a CPOA representative met and conferred during the previous months to obtain a new Agreement. Once again, perennial fiscal constraints of the City guided much of the boundaries for negotiations, and these future uncertainties prompted both parties to focus on yet another short-term contract to bridge the tenuous financial situation. Maintaining prior concessions for the City was a guiding light in these discussions in recognition of a \$200,000 General Fund Budget gap. The CPOA recognized this financial difficulty and while it would desire restoration of previous concessions, the Unit acknowledged the overriding operating deficit, of which 51% of the General Fund Budget is allocated to Clayton Police Department operations.

For relativity, the San Francisco – Bay Area Consumer Price Index (CPI) rose by 2.64% during the latest full 12-month period of June 2011 to June 2012. Of paramount concern to both the City and the Unit were the sluggish economy, the State Budget chronic deficit, the State's elimination of the Clayton Redevelopment Agency, flat revenue growth of the City's General Fund revenues, escalated third-party contract service costs, heightened public interest in the pay and pension systems of all public employees, and comparable pay scales of other local law enforcement agencies.

Since the time (June 2009) both parties agreed to halt cost-of-living compensation increases due to financial issues, the CPI has increased by 6.25%. This cessation alone translates to a "savings" for the City, and a prospective loss in pay to the CPOA, of \$60,750.

SUMMATION OF NEW AGREEMENT

The City and the members of this Unit recognize these unparalleled times require unusual actions by both the employer and the employee to survive the fiscal year. Consequently, the parties agreed on continuing the status quo plus the addition of several new and essential terms as follows:

1. No cost-of-living (COLA) salary adjustments or increases for employees of this Unit for the 4th year in a row (\$25,661 annual "savings" to the City);
2. Salary advances for merit performance or other exemplary service are again suspended during this one year time period (\$42,486 "savings");
3. Employees of this Unit will again receive no Holiday premium pay for each of the eleven (11) City-observed holidays (i.e. 8 additional hours of pay per

holiday, plus an extra 4 hours pay for an employee actually working the holiday shift), resulting in a 4.2% pay reduction (\$55,899 "savings" to the City);

4. Medical and dental insurance premium rate increases effective January 2013 through 30 June 2013 will be absorbed by the City, up to a 9.5% increase in Medical and a 7% increase in Dental plans. Any premium increases beyond those caps shall be paid by the subscribed employee (cost to City of \$7,997 for the six months of January – June 2013).
5. Continuation of the cap on the accrual of unused paid vacation hours at 1.5 years' worth (18 months) of an employee's annual vacation rate.
6. All other terms and conditions contained in the expired 1-Year Agreement remain in full force and effect through 30 June 2013.

FISCAL IMPACT

Overall, the FY 2012-13 Agreement represents an annual "savings" to the City of \$124,046 caused by the yearly cessation of cost-of-living pay adjustments, the halt of employee performance (merit) pay advancements, and no Holiday premium pay when working City-observed Holidays. Members of the CPOA must also pay any insurance premium rate increases beyond the 7% for dental and the 9.5% for medical plan enrollments, effective in January 2013.

The City will incur a 6-month expense of \$7,997 by agreeing to pay the first 7% premium increase in dental and the first 9.5% increase in medical premium plans for enrolled employees of this Unit.

All cost "savings" and expenses are borne by the City's General Fund as law enforcement operations of the City are paid by that source of general tax revenue.

Attachment: 1. Resolution approving a 9-month Addendum No. 5 [7 pp.]

RESOLUTION NO. - 2012

**A RESOLUTION APPROVING A NINE (9) MONTH ADDENDUM NO. 5
TO THE BASE MEMORANDUM OF UNDERSTANDING WITH
THE CLAYTON POLICE OFFICERS ASSOCIATION
EFFECTIVE THE REMAINDER OF FISCAL YEAR 2012-2013**

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

WHEREAS, authorized representatives of the City of Clayton and the Clayton Police Officers Association (CPOA) did meet and confer in good faith regarding certain matters including, but not limited to, wages, hours, and terms and conditions of employment with the City, pursuant to *California Government Code* Section 3500, et. seq.; and

WHEREAS, the parties to the aforementioned negotiations have set forth a nine (9) month Addendum to expiring three (3) month Addendum No. 4 of the base Memorandum of Understanding (MOU) that encompasses the full and complete agreements reached between the parties as a result of said good faith negotiations; and

WHEREAS, the proposed Addendum No. 5 to the underlying MOU, contained and described in its entirety as Exhibit "A", incorporated herein by reference to this Resolution, was presented to the members of the Clayton Police Officers Association and they have subsequently represented to the City's designated labor negotiator of its ratification and approval, witnessed by the signature of the authorized representative of the CPOA; and

WHEREAS, the City Manager, as the City's designated labor negotiator, does herein recommend approval of proposed Addendum No. 5 to the base MOU, as outlined in its entirety in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby accept and approve Addendum No. 5 (Exhibit "A") to the underlying Memorandum of Understanding between the City and the Clayton Police Officers Association during the term hereof, effective the balance of Fiscal Year 2012-2013, and does duly authorize and instruct its City Manager to implement the agreed-upon terms and conditions accordingly.

Resolution No. - 2012
9-Month Addendum No. 5 to Base MOU with Clayton Police Officers Association
18 September 2012

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 18th day of September 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Howard Geller, Mayor

ATTEST:

Laci J. Jackson, City Clerk

ADDENDUM NO. 5

This Addendum No. 5 is a modification to a 1-year underlying Memorandum of Understanding (MOU) entered into by and between the City of Clayton ("City") and the Clayton Police Officers Association (CPOA), previously approved and authorized by the Clayton City Council at a regular public meeting thereof held the 1st day of July 2008, and as subsequently extended and modified by Addenda No. 4 effective 01 July 2012. Addendum No. 5 has been negotiated in good faith between the two named parties, pursuant to Section 3500, et. seq. of the *California Government Code*, and intends to and does hereby modify or restate the following specific employment terms and conditions sections of the underlying MOU and various Addenda, as herein contained below:

ARTICLE 20: TERM

Addendum No. 5 is effective on 01 October 2012 and expires after 30 June 2013.

ARTICLE 7: COMPENSATION

Section 7.1 Wages

No cost-of-living increase (COLA) or further employee wage reduction shall occur during the term of this Addendum.

Section 7.2 Salary Advancement

During the term of this Addendum, salary advancement for merit or exemplary service by an eligible employee is hereby suspended and no individual shall receive a salary step increase during its term.

Employees eligible for merit step advancement yet prohibited from receipt thereof shall not have their salary review (anniversary) date altered or deferred by this freeze on merit increases. Upon expiration of this Addendum commencing 01 July 2013, unless otherwise mutually agreed on between the parties in advance, an employee deemed eligible for a merit step increase during this term shall automatically advance to the merit salary step they would have attained and earned had the extended merit increase freeze not been in effect. No retroactive merit pay, premium pay or overtime pay is due the eligible employee for hours worked during a missed merit salary range.

Example:

An employee was declared eligible by the City for a merit step increase to Step C on 04 August 2009 and became eligible for Step D on 04 August 2010. Said employee shall not receive an approved merit increase to Step C or D until expiration of this Agreement. On 01 July 2012, the employee shall automatically advance to Step D (unless otherwise agreed upon by the parties in a new Agreement) but receives no Step C or Step D retroactive merit pay. On 04 August 2012, said employee is eligible to advance to merit Step E.

Section 7.9 Shift Differential

Both parties acknowledge and agree the current language in the underlying MOU does not adequately or properly address shift differential pay reflecting an assigned shift schedule for an employee working a 10-hour or 12-hour work period. During the term of this agreement, the City and the Association agree to mutually consider and agree upon prospective terms and conditions of this Section for potential revision to address 8-hour, 10-hour and 12-hour work shifts.

ARTICLE 8: MEDICAL, DENTAL, LIFE/ACCIDENTAL DEATH DISMEMBERMENT INSURANCE

Section 8.1 City Contribution To Premiums

Effective 01 January 2013 and ending through 30 June 2013, the current monthly City-paid premium contribution caps for combined medical, dental, life/accidental death/dismemberment insurance through the City shall be increased by the following amounts, as subscribed to and enrolled in by employees of this Unit:

1. The City's monthly premium contribution cap shall be increased by the actual dental premium rate dollar increase up to and including a seven percent (7%) rate increase for each enrolled subscription category (i.e., Employee Only; Employee + One Dependent; or Employee + Family coverage) with the Delta Dental Health Care Employees/Employers Dental Trust. Actual dental premium rate dollar increases above 7% shall be paid solely by the enrolled employee; and
2. The City's monthly premium contribution cap shall be increased by the actual medical premium rate dollar increase up to and including a nine and one-half percent (9.5%) rate increase for each enrolled Health Plan and subscription category (i.e., Employee Only; Employee + One Dependent; or Employee + Family coverage) with the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). Actual medical premium rate dollar increases above 9.5% shall be paid solely by the enrolled employee.

Said City premium cap contribution shall not and does not increase the following non-enrollment plan categories:

No Enrollment/Unused Benefit (enrollments after 30 June 2010): \$ -0-

No Enrollment/Unused Benefit (existing eligible employees): \$ 250.00/mo.

(Provided proof of similar medical and dental coverage is available to the employee, is placed and maintained via another qualified third party insurance provider. Ref. Section 8.2).

ARTICLE 10: HOLIDAYS AND LEAVES

Section 10.2 Holiday Pay

During the Term of this extension, employee Holiday Pay is hereby suspended for each of the eleven (11) recognized City holidays (ref. Section 10.1).

An employee that does not work on one or more of the eleven (11) City holidays shall not receive any Holiday Pay as outlined in Section 10.2. An employee assigned to work a regularly scheduled shift on one of the holidays specified in Section 10.1 shall only receive that individual's base hourly rate of pay for each hour worked on the City holiday, whether worked or absent from shift due to sick leave or approved compensatory time off. All additional pay as outlined in Section 10.2 is suspended for the term of this Addendum. Upon expiration of this Addendum and commencing 01 July 2012, unless otherwise mutually agreed to between the parties in advance, all Holiday Pay provisions of Section 10.2 are reinstated.

During the term of this Addendum, both parties agree to mutually consider and agree upon prospective terms and conditions for potential revision of this Holiday Pay language to adequately and properly reflect Holiday Pay application when an employee works a 10-hour or 12-hour shift covering City-designated holiday hours.

Section 10.4 Vacation Leave

Terms and conditions involving Vacation Leave are hereby amended to read in their entirety as follows:

A. Vacation leave credit for an 80-hour biweekly work week employee shall be accrued on the following basis, subject to a not-to-exceed accrual cap of eighteen (18) times one's current monthly accrual rate ("the cap"):

1. 6.67 hours per month from the date of initial hire through month 24.
2. 8.00 hours per month from month 25 through month 48.

3. 10.00 hours per month from month 49 through month 96.
4. 13.33 hours per month from month 97 through month 180.
5. 16.67 hours per month from month 181 and beyond.

An employee having earned an accrued, unused vacation leave hour balance above eighteen (18) times one's current monthly accrual cap as of 24 July 2011 is hereafter ineligible to accrue further vacation leave hours until such time said employee's accrued, unused vacation leave hours balance drops below the eighteen (18) times cap, and thereafter may again accrue further vacation leave hours only to the extent such accrual balance never exceeds the employee's eighteen (18) times applicable cap.

F. Upon leave of City employment, an employee will be paid for all accrued, unused vacation leave hours up to and including the maximum cap of eighteen (18) times one's current monthly accrual rate. An employee who has earned and thereafter maintained an accrued, unused vacation leave hour balance in excess of eighteen (18) times one's current monthly accrual rate as of 24 July 2011 will be paid for all accrued, unused vacation leave hours upon leave of City employment.

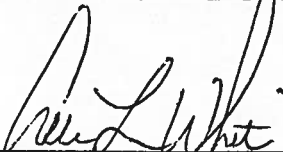
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All other and existing terms and conditions of the underlying MOU and Addenda Nos. 1-4 by and between the parties remain in full force and effect through 30 June 2013, to the extent each are not in conflict with Addendum No. 5 provisions recited above. In the event such a conflict arises, Addendum No. 5 does and shall prevail in effect and implementation.

IN WITNESS THEREOF, this Addendum No. 5 is entered into this ____ day of September 2012, pursuant to the provisions of *California Government Code* Section 3500, et. seq., for presentation and recommendation to the City Council of the City of Clayton, CA.

CLAYTON POLICE OFFICERS ASSOCIATION (CPOA)

By:



Allen White, CPOA President

Date: 9/10/12

CITY OF CLAYTON, CA
By:



Gary A. Napper, City Manager

Date: 05 SEPT. 2012

#####



Agenda Date: 9-18-12

Agenda Item: 4e

STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: SEPTEMBER 18, 2012

SUBJECT: RESOLUTION ACCEPTING THE CLAYTON ROAD MEDIAN LANDSCAPING PROJECT (CIP No. 10430) AND THE DAFFODIL HILL LANDSCAPING PROJECT (CIP No. 10431) AS COMPLETE, AND ORDERING THE FILING OF A NOTICE OF COMPLETION.

RECOMMENDATION

Adopt Resolution.

BACKGROUND

The contractor, Stockbridge General Contracting, Inc. has completed the construction of the Clayton Road Median Landscaping Project (CIP No. 10430) and the Daffodil Hill Landscaping Project (CIP No. 10431) and has requested acceptance of the work. Acceptance of the work at this time does not affect the contractor's maintenance obligations for the 60 working day plant establishment period (ends November 28, 2012).

The Engineering and Maintenance Departments have now completed inspection of the new improvements and recommend acceptance of the work as complete. I would also like to commend both John Johnston, our Maintenance Supervisor, and the contractor for jobs well done. The finished projects are excellent additions to the City infrastructure and were completed on time and within budget. Mr. Johnston oversaw the construction work and kept the project on track. The contractor was extremely cooperative and willing to take responsibility for and to correct errors and problems in the field.

FISCAL IMPACT

The original approved project budget amount for both projects was \$367,211.50, which was being funded by the Landscape Maintenance District (\$343,461.50) and the CBCA (\$23,750.00). As shown in the Final Project Report, the Daffodil Hill Project came in right on budget and the Clayton Road Median Landscaping Project came in at almost 5% under

Subject: Acceptance of Clayton Road Median Landscaping and Daffodil Hill Landscaping Projects

Date: September 18, 2012

Page 2 of 2

budget for a total savings of over \$15,000. The Project monies saved remain in the Citywide Landscape District Fund.

CONCLUSION

The project is complete and the work has satisfied the project's specifications. Therefore, Staff recommends approval of this Resolution accepting the work as complete, ordering the filing of a Notice of Completion and the payment of all retained funds 35 days after filing of the notice.

Attachments: Resolution
 Notice of Completion
 Final Project Report

RESOLUTION NO. - 2012

**A RESOLUTION ACCEPTING THE CONSTRUCTION OF THE CLAYTON ROAD
MEDIAN LANDSCAPING PROJECT (CIP NO. #10430) AND THE DAFFODIL HILL
LANDSCAPING PROJECT (CIP #10431) AS COMPLETE AND ORDERING THE FILING
OF A NOTICE OF COMPLETION**

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

WHEREAS, on April 3, 2012 the City Council of Clayton, California did award a contract to Stockbridge General Contracting, Inc. for the construction of the Clayton Road Median Landscaping Project (CIP #10430); and

WHEREAS, at the direction of the City Council, staff negotiated a change order with the contractor for the inclusion of the Daffodil Hill Landscaping Project (CIP #10431); and

WHEREAS, Stockbridge General Contracting, Inc. has now represented their work is complete and they are requesting acceptance by the City; and

WHEREAS, the City Council must accept the work as complete and order the filing of a Notice of Completion prior to release of the retained funds; and

WHEREAS, the Maintenance Supervisor has inspected the work, declares the contract and related project specifications have been fulfilled, and the City Engineer now requests the City Council to accept the work and authorize the filing of a Notice of Completion;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby accept as completed, as of the date of adoption of this Resolution, the construction of the Clayton Road Median Landscaping Project (CIP No. 10430) and the Daffodil Hill Landscaping Project (CIP No. 10431), hereby authorizes the City Engineer to file a Notice of Completion with the County Recorder, and further authorizes the release of the contract retention funds after the required 35 day waiting period.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 18th day of September, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

ATTEST:

Howard Geller, Mayor

Laci Jackson, City Clerk

#

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at its regular public meeting held on September 18, 2012.

Laci J. Jackson, City Clerk

Recorded at the request of:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517

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

NOTICE IS HEREBY GIVEN that the City of Clayton did, on or about April 3, 2012, contract with Stockbridge General Contracting, Inc., 2972 Larkin Avenue, Clovis, California, 93612, for the construction of the Clayton Road Median Landscaping Project (CIP # 10430) and the Daffodil Hill Landscaping Project (CIP #10431) in accordance with the plans and specifications prepared by the City of Clayton and said contractor's surety was and is Travelers Casualty and Surety Company of America, c/o Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505.

NOTICE IS FURTHER GIVEN that the Clayton City Engineer has inspected said work of the Contractor and reported that the work complies with the approved plans and specifications and recommended its acceptance as complete; also that the City Council of the City of Clayton, California, by adopting Resolution No. XX-2012 on September 18, 2012, accepted said public work as complete.

I hereby certify that the foregoing is true and correct and that the aforesaid action of the City Council of the City of Clayton, in accepting said public work as completed, was duly entered on the minutes of said Council's meeting of September 18, 2012. I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 19, 2012, at Clayton, California.

Laci Jackson, City Clerk

**CITY OF CLAYTON
ENGINEERING DEPARTMENT
925/343-7433**

FINAL PROJECT REPORT

**CLAYTON ROAD MEDIAN LANDSCAPING PROJECT (CIP 10430)
AND DAFFODIL HILL LANDSCAPING PROJECT (CIP 10431)**

Project Description

The original contract covered the installation of new hardscape, irrigation, trees and vegetation in the median islands of Clayton Road between Mitchell Canyon Road and Oakhurst Drive.

Scope Changes During Construction

Per the direction received from the City Council, staff negotiated a contract change order in the amount of \$44,500 for inclusion of the Daffodil Hill Landscaping Project (CIP 10431).

CIP Budget and Funding Sources – Daffodil Hill Landscaping Project (CIP 10431)

Approved CO:

Construction	44,500
Inspection/Admin.	<u>3,000</u>
Total	\$47,500

Sources:

Landscape Maintenance District	\$23,750
CBCA	<u>23,750</u>
Total	\$47,500

Final Costs

Permco thru 8/10/12 (Drafting and Administration)	\$2,193.01
Permco (administration – est. to complete)	250.00
Public Works (inspection)	38.62
Public Works (inspection – est. to complete)	518.37
Stockbridge General Contracting	42,275.00
Stockbridge General Contracting (retention & completion)	<u>2,225.00</u>

Total Project Costs ***\$47,500.00***

Budget Variance: over (under) \$0.00 (0.0%)

CITY OF CLAYTON
ENGINEERING DEPARTMENT
925/343-7433

CIP Budget and Funding Sources – Clayton Road Median Landscaping Project (CIP 10430)

Approved budget by City Council on April 3, 2012: \$319,711.50.

Sources:

Landscape Maintenance District \$319,711.50

Final Costs

Permco thru 8/10/12 (Drafting and Administration)	\$14,174.871
Permco (administration – est. to complete)	1,000.00
Public Works (design and inspection)	5,882.44
Public Works (inspection – est. to complete)	1,500.00
Bay Area News Group (bid advertisement)	1,453.20
Graphic Reproduction (printing)	713.43
US Bank	620.34
Stockbridge General Contracting	261,591.53
Stockbridge General Contracting (retention & completion)	<u>17,237.97</u>

Total Project Costs ***\$304,173.78***

Budget Variance: over (under) (\$15,537.72) (-4.9%)



Agenda Date: 9-18-12

Agenda Item: 4F

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY CLERK

DATE: September 18, 2012

SUBJECT: REJECTION OF LIABILITY CLAIM FILED BY JON VAN BRUSSELEN

RECOMMENDATION

Approve the rejection of liability claim against the City filed by Jon Van Brusselen (MPA Claim No. GL -020646) for expenses incurred in 2011 and 2012.

BACKGROUND

On August 1, 2012 the City received a liability claim filed by Jon Van Brusselen for alleged expenses incurred during routine storm water inspections on a project at his home. The City is self-insured for general liability purpose and the Municipal Pooling Authority of Northern California (MPA) administers the self-insured program. On August 2, 2012 the liability claim was transmitted to the Municipal Pooling Authority for processing. The MPA notified the City this type of claim is not covered by the MPA yet the MPA would administer the investigation of it under the City's self-insured deductible tier.

Liability adjusters for the Municipal Pooling Authority investigated the claim, reviewed submittals by the claimant, and spoke with the City Engineer's Office. Following the investigation the Municipal Pooling Authority advised the City to issue a notice of rejection for the claim. On August 23, 2012 the MPA sent Mr. Van Brusselen a letter outlining their recommendation for rejection partially based upon the City's immunity under CA Government Code 818.6. (law involving inspections).

FISCAL IMPACT

None.

Attachment: 1. Letter to Mr. Van Brusselen from MPA Liability Claims Adjustor
2. Copy of Claim



Municipal Pooling Authority of Northern California

August 23, 2012

Jon Van Brusselen
5851 Pine Hollow Road
Clayton, CA 94517

RE: CASE:
CLAIM NUMBER: GL-010646
OUR PRINCIPAL: City of Clayton
DATE OF INCIDENT: 07/19/2012

Dear Jon Van Brusselen:

The City of Clayton is self-insured and this agency administers its self-insured program. The claim you filed has been assigned to me for investigation. Please address all future correspondence to my attention.

It is your claim that unnecessary inspections were conducted of your room addition project resulting in withholding of \$668.15 from your \$2000 inspection deposit for Stormwater Inspection Services. Your claim is for the entire withholding of \$668.15. It is your claim that inspections were not required and were unnecessary since the stormwater drains are uphill of your project and that it would have been physically impossible for any debris to runoff and contaminate the water system. In addition, you claim that 9 inspections occurred prior to any work starting and 15 other inspections occurred during the rainy season while no work was being done. You claim that it was noted on the first Construction Site Inspection report that none of the items listed on the report were applicable to your project.

The City Engineering Department was required pursuant to its permit with the Regional Water Quality Control Board to perform weekly inspections of all construction sites plus additional inspections before, during and after rain events. To avoid unnecessary inspection costs, staff depends on property owners to notify staff when work begins, ends, or is interrupted for a significant time period. There is a statement in the City permit that is signed by the permit holder that failure to notify the City of the beginning and completion of construction activities may result in a reduced deposit refund due to increased inspection and administrative fees.

It is my understanding that you received a permit on May 9, 2011. It is now known that work did not begin until Sept 2011. City staff had no discretion to not inspect during the construction process due to the physical location of your project vs the storm drain location. Also, the City has an immunity under CA Government Code 818.6 for failure to inspect, or for inadequate inspection or for negligent inspection. City employees are immune for the same reasons under CA Government Code 821.4. Since the City can only honor claims for which it has legal liability, you can expect to receive a Notice of Rejection of your claim directly from the City of Clayton in the near future. If you have any questions, please call me at 925-943-1100 ext 110.

Sincerely,

Anthony Allenza
Anthony Allenza
Liability Claims Adjuster

CLAIM PRESENTED TO THE CITY OF CLAYTON

*Please read the instructions on the back before completing.

Reserve for Filing Stamp

Received

AUG 01 2012

City of Clayton

cc:

City Claim #

1. Claimant's Name: (PLEASE PRINT) JOH VAN BRUSSELENClaimant's Address: 5451 PINE HOLLOW ROADCity, State, Zip: CLAYTON, CA 94517Day Phone: 925 633-1962 Eve Phone: () SAME

2. When did the damage or injury occur?

Month: JULY Day: 19 Year: 2012 Time: a.m. p.m.

3. At which location did the damage or injury occur?

5451 PINE HOLLOW ROAD
CLAYTON, CA 94517

Police Report #

N/A

4. What happened and why is the City responsible?

a. UNNECESSARY INSPECTIONS

Name and position of responsible City Employee(s), if known:

b. CITY OF CLAYTON

5. What damage or injury occurred?

CHARGED FOR UNNECESSARY
INSPECTIONS

6. Claim amount (only if less than \$10,000):

\$668.15

If the amount exceeds \$10,000, please check (X) the court of appropriate jurisdiction:

☐ Municipal Court (claims up to \$25,000) ☐ Superior Court (claims over \$25,000)

7. How did you arrive at the amount claimed? Please attach documentation.

FULL REFUND8. I declare under penalty of perjury under the laws of the State of California that the following information is true and correct, and that this declaration was executed on JULY 23, 2012 at CLAYTON, CA.[Signature]
Signature of Claimant or Representative's Signature

9. Official Notices and Correspondence

If represented by an insurance company or an attorney, please provide the information requested below.

Name and Capacity: (PLEASE PRINT) _____

Address: _____

N/A

City, State, Zip: _____

Daytime Telephone: () _____

Evening Phone: () _____

Jon and Lisa Van Brusselen
5851 Pine Hollow Road
Clayton, California 94517

July 30, 2012

City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Received
AUG 01 2012
City of Clayton

To whom it may concern:

We hereby request a full refund of our Stormwater Inspection Service Deposit of \$2,000 on the bases that inspections were not required and unnecessary.

Surveying reports indicate that the stormwater drains are located approximately 80' away and on a 2' uphill slope from the construction project. We contend that because of the vicinity of the project in relation to the stormdrains it would have been physically impossible for any debris to runoff and contaminate the water system.

As shown in the timeline below, 9 inspections occurred prior to any work starting on the project and 15 other inspections are dated during the rainy season while no work was being done. Furthermore, inspections continued after it was noted on the first Construction Site Inspection Report dated May 18, 2011 that none of the items listed on the report were applicable to our project.

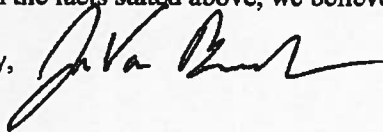
05/05/2011	Applied for Stormwater Permit
05/09/2011	Received Contra Costa County Building Permit
05/18/2011	1 st Stormwater Drain Inspection
05/31/2011	2 nd Stormwater Drain Inspection
06/06/2011	3 rd Stormwater Drain Inspection
06/22/2011	4 th Stormwater Drain Inspection
07/17/2011	5 th Stormwater Drain Inspection
07/23/2011	6 th Stormwater Drain Inspection
08/05/2011	7 th Stormwater Drain Inspection
08/13/2011	8 th Stormwater Drain Inspection
08/26/2011	9 th Stormwater Drain Inspection
09/01/2011	Started Excavation and Formwork
09/11/2011	10 th Stormwater Drain Inspection
10/03/2011	11 th Stormwater Drain Inspection
10/11/2011	12 th Stormwater Drain Inspection
10/18/2011	Received approval to pour foundation concrete
10/19/2011	Poured foundation concrete – STOPPED WORK – NOTIFIED PEMCO
10/28/2011	13 th Stormwater Drain Inspection
11/04/2011	14 th Stormwater Drain Inspection
11/12/2011	15 th Stormwater Drain Inspection
11/20/2011	16 th Stormwater Drain Inspection
11/25/2011	17 th Stormwater Drain Inspection

11/30/2011	18 th Stormwater Drain Inspection
12/09/2011	19 th Stormwater Drain Inspection
12/15/2011	20 th Stormwater Drain Inspection
12/27/2011	21 st Stormwater Drain Inspection
01/13/2012	22 nd Stormwater Drain Inspection
01/23/2012	23 rd Stormwater Drain Inspection
02/06/2012	24 th Stormwater Drain Inspection
02/17/2012	25 th Stormwater Drain Inspection
02/24/2012	26 th Stormwater Drain Inspection
03/01/2012	27 th Stormwater Drain Inspection
04/01/2012	Began construction of floor joists
07/20/2012	Received partial refund of \$1,331.85

In May, 2012, I spoke to Rob Booth, the inspector who performed the inspections to inquire about the timing of our refund and was told the refund would be sent out when the project was painted. Following the conversation with Mr. Booth, I met with Rick Agrisani at the construction site and asked him the same question to which he replied that a refund would be issued once there was no longer exposed dirt. It would appear that the guidelines in this process are not clear.

Based on the facts stated above, we believe we are entitled to a full refund of our deposit.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Booth", written over the word "Sincerely,".

The intent of this Chapter is to protect and enhance the water quality in the City of Clayton's watercourses pursuant to, and consistent with the Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) and the Federal Clean Water Act (33 U.S.C. section 1251 et seq.).

It is the purpose of the City Council in enacting this chapter to protect the health, safety and general welfare of Clayton's citizens by:

- o Minimizing non-stormwater discharges, whose pollutants would otherwise degrade the water quality of local streams, to the stormwater system.
- o Minimizing increases in non-point source pollution caused by stormwater runoff from development that would otherwise degrade local water quality.
- o Controlling the discharge to the City's stormwater system from spills, dumping or disposal of materials other than stormwater.
- o Reducing stormwater run-off rates and volumes and nonpoint source pollution whenever possible, through stormwater management controls and ensuring that these management controls are properly maintained and pose no threat to public safety.

Permits

Every application for a development project, including but not limited to a rezoning, tentative map, parcel map, use permit, variance, site plan review permit, grading permit, encroachment permit, or building permit that is subject to the development runoff requirements in the City's NPDES permit, shall be accompanied by a stormwater control plan that meets the criteria in the most recent version of the State permit and Contra Costa Clean Water Program Stormwater Guidebook (C-3 Guidebook).

Inspections

Inspections will be routine or scheduled based on necessity to carry out the intent of the Stormwater Management Program. In the rainy season, an inspection is required every time it rains, therefore; if possible, perform construction in dry seasons to avoid extra cost associated with inspection fees.

Inspections may include random sampling or sampling in areas with evidence of stormwater contamination, evidence of the discharge of non-stormwater to the stormwater system, or similar activities. Inspections may also be conducted in conjunction with routine or scheduled inspections conducted by other public agencies or special districts, including but not limited to the Central

Contra Costa Sanitary District, the Contra Costa County Fire Protection District, County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, or the Regional Water Quality Control Board.

Violations

The violation of any provision or failure to comply with any of the mandatory requirements shall constitute a misdemeanor at the discretion of the Enforcement Officer or city attorney. A violation may also be charged and prosecuted as an infraction.

- o Upon conviction of a misdemeanor, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth in California Government Code section 36901.
- o Upon conviction of an infraction, a person shall be subject to payment of a fine, not to exceed the limits set forth in California Government Code section 36900.
- o Section 13.12.140 Continuing Violation. Every day that any violation of this Chapter shall continue shall constitute a separate offense.

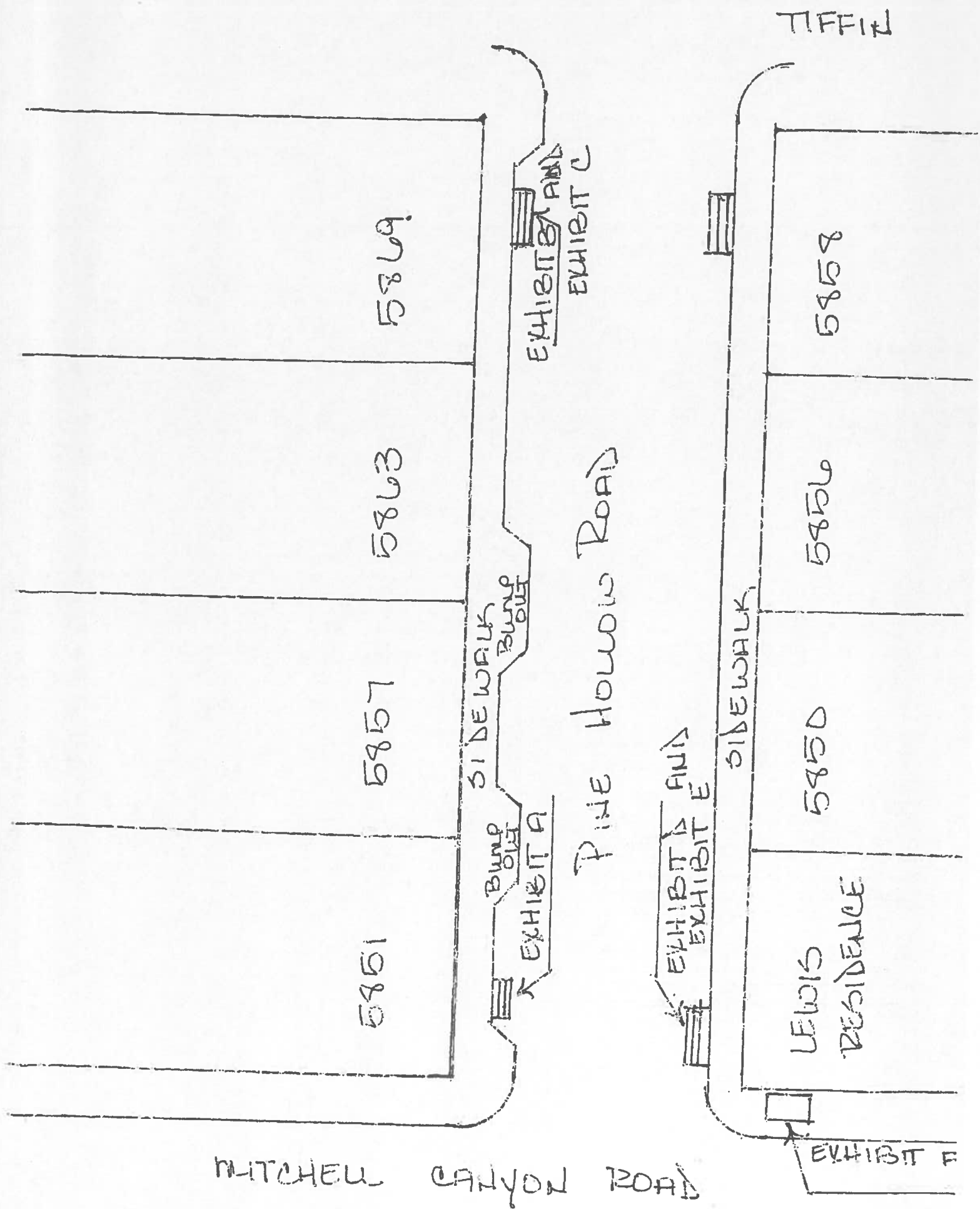


EXHIBIT A

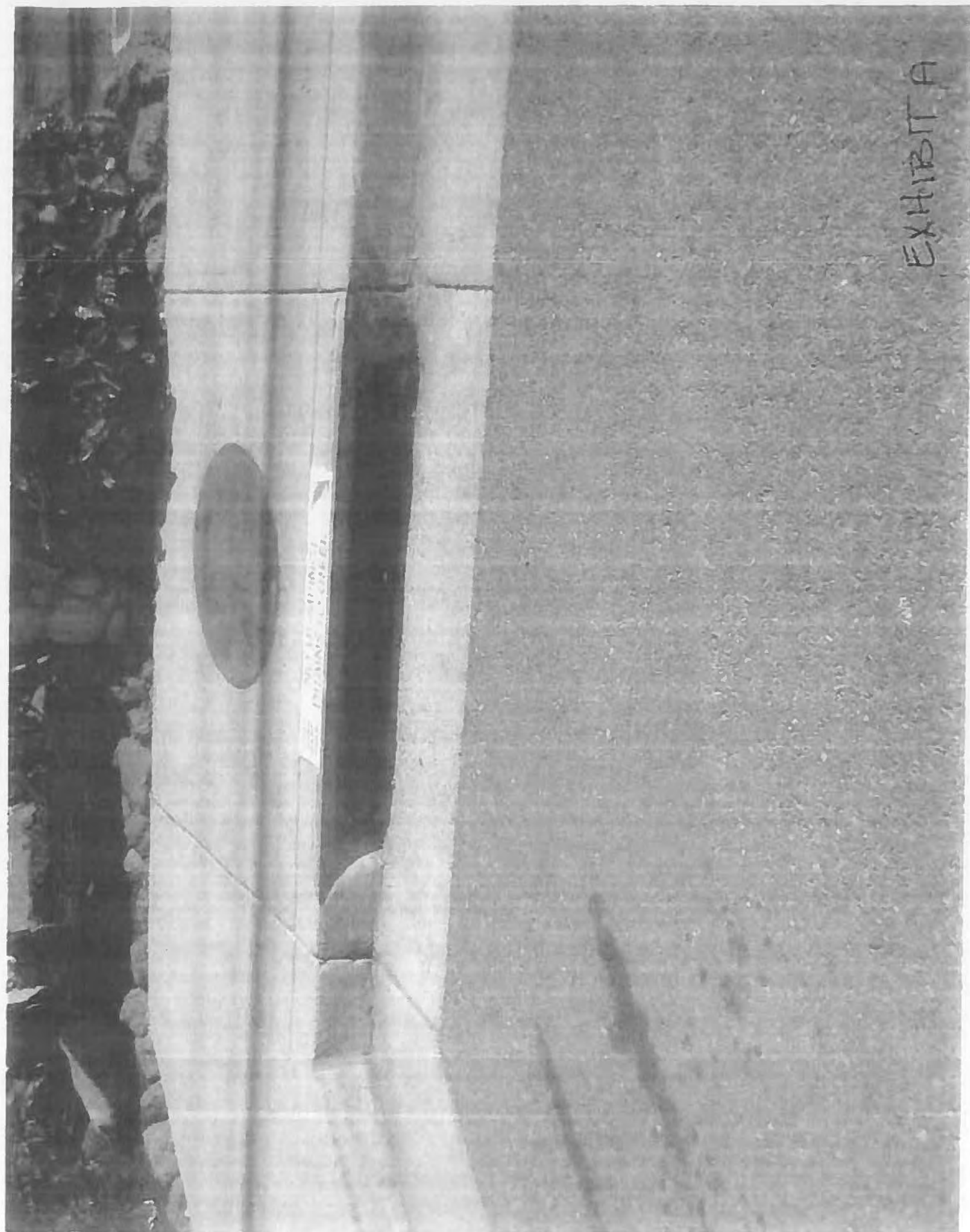
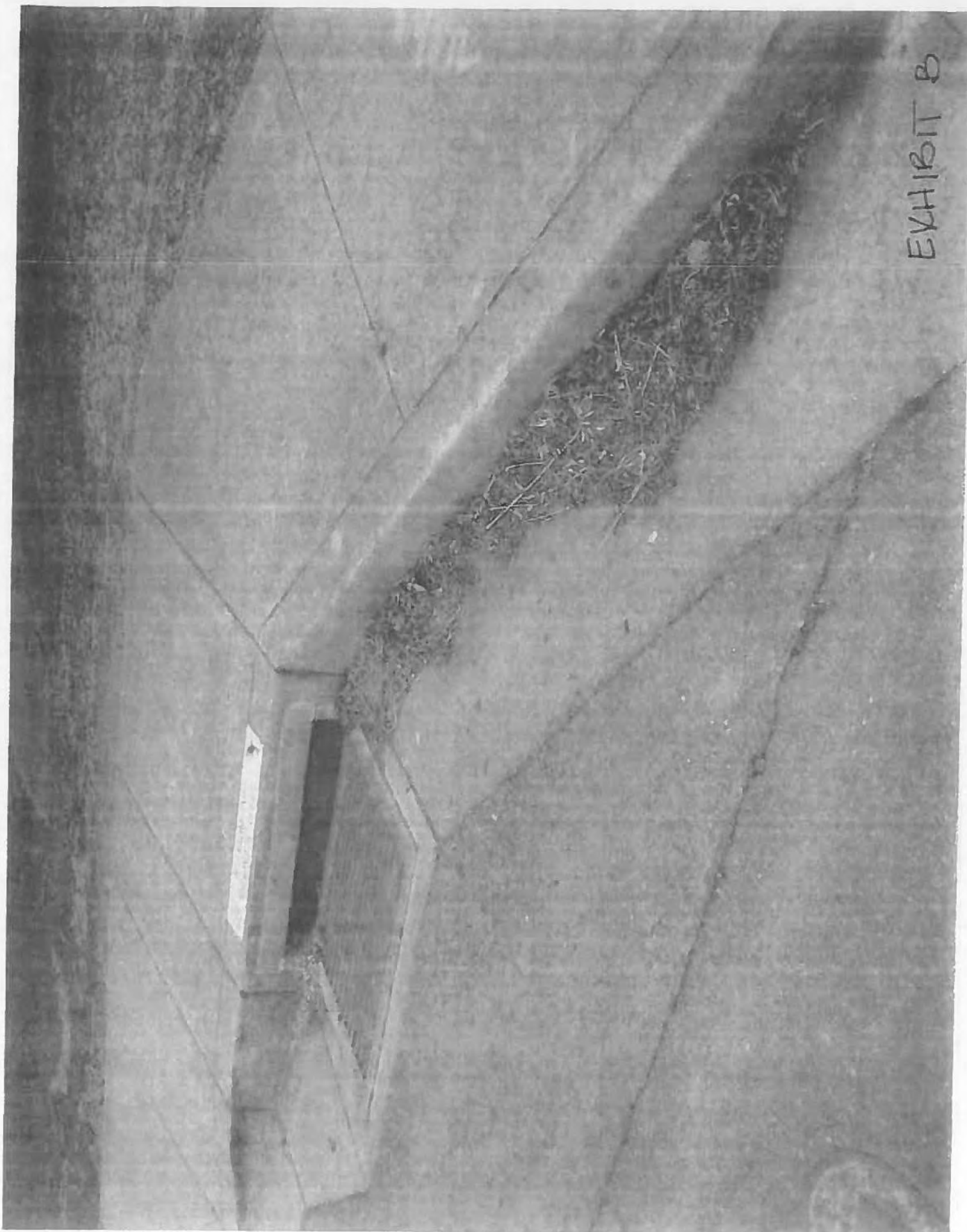


EXHIBIT 8





DRAINS TO CREEK

EXHIBIT C





EXHIBIT F



CONTRA COSTA COUNTY BUILDING INSPECTION INSPECTION RECORD CARD

(See reverse side of this card for permit-specific information)

Notice and Warning: Do not cover any work until it has been inspected and approved. This card must be posted on the job site, and in a manner as to be visible from the street. The card and the approved plans must be available for each inspection, or the inspection will not be made.

Inspections may be scheduled by phone 6:30 a.m. to midnight, Monday through Saturday. Call **645-4108** and follow instructions. Requests for same-day inspections are not accepted.

A reinspection fee will be charged when a return trip is necessary due to the following: 1) Work not ready for the inspection called for; 2) Deficiencies found in the previous inspection still not corrected, or new deficiencies were created; 3) Lack of access to the work to be inspected; 4) Lack of approved plans or this card on the job site.

Insp Codes	Inspector's Initials	Date	Insp Codes	Inspector's Initials	Date
FOUNDATION			INSULATION		
100	☒ Survey Cert. Rec'd	<u>JJC</u> <u>10/13/11</u>	107	☐ Underfloor Insul	
406	☐ Set Backs		110	☐ Framing Insul	
101	☒ Ufer Ground		117	☐ Ceiling Insul	
102	☒ Piers	<u>JJC</u>	PLUMBING		
103	☐ Forms		301	☐ Ground Plumbing	
103	☐ Slab Foundation		302	☐ Water Service	
125	☐ Slab Garage		303	☐ Shower Pan Test	
604	☐ Driveway		304	☐ Rough Plumbing	
GRADING PERMIT INSP.			305	☒ Undfl. Plumbing	
600	☐ Pre-Const. insp		306	☐ Water Heater	
601	☐ Rough Grading		309	☐ Gas Test	
602	☐ SUB/MS in Prog		310	☐ T-Bar Plumbing	
608	☐ Gen Bldg Site / In Prog		312	☐ Gas Meter Release	
MOBILE HOMES			BLOCK / CONCRETE		
701	☐ MH Set-Up		113	☐ Fireplace/Rebar/ Foundation	
703	☐ MH Accessory Insp		POOLS / SPA		
707	☐ MH Permanent FD		201	☐ Site Check / Pregunite	
720	☐ MH Final		202	☐ Bonding-Cavity / Deck	
STRUCTURAL			203	☐ Pre - Final	
104	☒ Shear Nailing - Int		204	☐ Final - Pool	
126	☒ Shear Nailing <u>Ext</u>	<u>JJC</u> <u>6/12/12</u>	MECHANICAL		
106	☒ Underfloor	<u>JJC</u>	501	☐ Furnace Compt	
108	☒ Roof Deck Nail	<u>JJC</u> <u>6/12/12</u>	502	☐ Combustion Air	
109	☐ Framing		503	☐ Rough Mechanical	
111	☐ Firewall		504	☐ Fire Damper	
127	☐ Drywall		506	☐ Commercial Hood	
114	☐ Ext Lath / Int Lath		508	☐ T-Bar - Mech	
115	☐ Structural-Misc / T-Bar		AGENCY APPROVALS		
118	☐ Wet Wall		☐ Fire Dist	UTL	Final
123	☐ Roof / In Progress		☐ Pub Works	UTL	Final
124	☐ Window Replacement		☐ Planning / CDD	UTL	Final
128	☐ Fire Penetration		☐ San Dist	UTL	Final
ELECTRICAL			☐ Env Health	UTL	Final
401	☐ Power Pole		☐ Haz Mat	UTL	Final
402	☐ Conduit / Underground		FINAL INSPECTIONS		
403	☐ Service Entrance		120	☐ BUILDING	
404	☐ Rough Elect		320	☐ Plumbing	
405	☐ Bonding		420	☐ Electrical	
407	☐ Restore Svce / 90-Day		520	☐ Mechanical	
408	☐ T-Bar Elect		620	☐ Grading / Drainage	
409	☐ Electric Meter Release		820	☐ Disabled Access	

Other: _____

Comments: _____

This card will serve as Certificate of Occupancy / Completion upon authorized signature.

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>10/28/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		
High Priority Site? ☐ Yes ☒ No		

CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Jute Netting/Fiber Blankets	☒	☐	☐	☐	Comments
Mulch	☒	☐	☐	☐	
Hydroseed/Soil Binder/Compost Blanket	☒	☐	☐	☐	
Mark Areas to be Preserved	☒	☐	☐	☐	
Tree Protection Fencing	☒	☐	☐	☐	
Riparian Area Barrier	☒	☐	☐	☐	
Sediment Control Measures					Comments
Wattles/Fiber Rolls/Compost Socks	☒	☐	☐	☐	
Silt Fences/Compost Berms	☒	☐	☐	☐	
Sedimentation Basin	☒	☐	☐	☐	
Inlet Filters (bags, sand, gravel)	☒	☐	☐	☐	
Dust Control	☒	☐	☐	☐	
Stabilized Construction Entrance	☒	☐	☐	☐	
Check Dams	☒	☐	☐	☐	
Street Sweeping	☒	☐	☐	☐	
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Run-on and Run-off Control					Comments
Earth Dikes/Drainage Swales	☐	☒	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Active Treatment System					Comments
	☒	☐	☐	☐	
Good Site Management					Comments
Construction Materials (wood, cement, etc.)	☒	☐	☐	☐	
Petroleum Products (oil, fuel)	☒	☐	☐	☐	
Hazardous Materials ((paint, solvents)	☒	☐	☐	☐	
Waste Systems Management	☒	☐	☐	☐	
Soil Stockpiles	☒	☐	☐	☐	
Vehicle Servicing	☒	☐	☐	☐	
Non-Stormwater Management					Comments
Concrete Washout Area	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Discharge Points					Comments
Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments		
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement		☐ Date Problem Resolved:
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☐ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>11/4/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No.: <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project <i>Add.</i>	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NCI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

	Not Applicable	Adequate	Needs Attention	Violation	
 CONTRA COSTA CLEAN WATER PROGRAM					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐ ☒	☒ ☐	☐ ☐	☐ ☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No	Comments				

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector: <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 11/12/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading Add. ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

	Not Applicable	Adequate	Needs Attention	Violation	
 CONTRA COSTA CLEAN WATER PROGRAM					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐ ☒	☒ ☐	☐ ☐	☐ ☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 11/20/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☐ Sunny ☐ Cloudy ☐ Windy ☒ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading Add. ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No Reason for inspection: ☐ Routine ☐ Pre-Rain ☒ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No	Erosion Control Plan on site? ☐ Yes ☒ No	
SWPPP on site? ☐ Yes ☒ No Date on SWPPP: _____		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

	Not Applicable	Adequate	Needs Attention	Violation	
					
If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.					
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Sediment Control Measures Watties/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐ ☒	☒ ☐	☐ ☐	☐ ☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No	Comments				

Enforcement and Follow-up N/A	Date Problem First Identified: _____	Next Follow Up Inspection Date: _____
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved: _____		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature _____	Date _____

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 11/25/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply): ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

	Not Applicable	Adequate	Needs Attention	Violation	
					
If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.					
Erosion Control Measures					Comments
Jute Netting/Fiber Blankets	☒	☐	☐	☐	
Mulch	☒	☐	☐	☐	
Hydroseed/Soil Binder/Compost Blanket	☒	☐	☐	☐	
Mark Areas to be Preserved	☒	☐	☐	☐	
Tree Protection Fencing	☒	☐	☐	☐	
Riparian Area Barrier	☒	☐	☐	☐	
Sediment Control Measures					Comments
Wattles/Fiber Rolls/Compost Socks	☒	☐	☐	☐	
Silt Fences/Compost Berms	☒	☐	☐	☐	
Sedimentation Basin	☒	☐	☐	☐	
Inlet Filters (bags, sand, gravel)	☒	☐	☐	☐	
Dust Control	☒	☐	☐	☐	
Stabilized Construction Entrance	☒	☐	☐	☐	
Check Dams	☒	☐	☐	☐	
Street Sweeping	☒	☐	☐	☐	
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Run-on and Run-off Control					Comments
Earth Dikes/Drainage Swales	☐	☒	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Active Treatment System:					Comments
	☒	☐	☐	☐	
Good Site Management					Comments
Construction Materials (wood, cement, etc.)	☒	☐	☐	☐	
Petroleum Products (oil, fuel)	☒	☐	☐	☐	
Hazardous Materials (paint, solvents)	☒	☐	☐	☐	
Waste Systems Management	☒	☐	☐	☐	
Soil Stockpiles	☒	☐	☐	☐	
Vehicle Servicing	☒	☐	☐	☐	
Non-Stormwater Management					Comments
Concrete Washout Area	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Discharge Points					Comments
Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					

Enforcement and Follow-up	N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments:			
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine			
Resolution: ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:			
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No			
Inspector: R. BOUTIN	Signature:	Date:	

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>11/30/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project <i>Add.</i>	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
Copy of NOI submitted? ☐ Yes ☒ No		Date on Erosion Control Plan:
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments. Comments
Jute Netting/Fiber Blankets	☒	☐	☐	☐	
Mulch	☒	☐	☐	☐	
Hydroseed/Soil Binder/Compost Blanket	☒	☐	☐	☐	
Mark Areas to be Preserved	☒	☐	☐	☐	
Tree Protection Fencing	☒	☐	☐	☐	
Riparian Area Barrier	☒	☐	☐	☐	
Sediment Control Measures					Comments
Wattles/Fiber Rolls/Compost Socks	☒	☐	☐	☐	
Silt Fences/Compost Berms	☒	☐	☐	☐	
Sedimentation Basin	☒	☐	☐	☐	
Inlet Filters (bags, sand, gravel)	☒	☐	☐	☐	
Dust Control	☒	☐	☐	☐	
Stabilized Construction Entrance	☒	☐	☐	☐	
Check Dams	☒	☐	☐	☐	
Street Sweeping	☒	☐	☐	☐	
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Run-on and Run-off Control					Comments
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Active Treatment System					Comments
Good Site Management					Comments
Construction Materials (wood, cement, etc.)	☒	☐	☐	☐	
Petroleum Products (oil, fuel)	☒	☐	☐	☐	
Hazardous Materials ((paint, solvents)	☒	☐	☐	☐	
Waste Systems Management	☒	☐	☐	☐	
Soil Stockpiles	☒	☐	☐	☐	
Vehicle Servicing	☒	☐	☐	☐	
Non-Stormwater Management					Comments
Concrete Washout Area	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Discharge Points					Comments
Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments		
Enforcement Action: ☒ No action in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 12/9/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading Add. ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		
High Priority Site? ☐ Yes ☒ No		

	Not Applicable	Adequate	Needs Attention	Violation	
					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydrossed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No	Comments				

Enforcement and Follow-up N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature	Date

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>12/15/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		
High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>12/27/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply): ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		
SWPPP on site? ☐ Yes ☒ No Date on SWPPP: _____		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan: _____		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		
High Priority Site? ☐ Yes ☒ No		

	Not Applicable	Adequate	Needs Attention	Violation	
 CONTRA COSTA CLEAN WATER PROGRAM					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒ ☒	☐ ☐	☐ ☐	☐ ☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified: _____	Next Follow Up Inspection Date: _____
Comments Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved: _____		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector <i>R. BOOTH</i>	Signature _____	Date _____

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 1/13/12
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		
Does the project disturb one acre or more? ☐ Yes ☒ No		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Copy of NOI submitted? ☐ Yes ☒ No		
SWPPP on site? ☐ Yes ☒ No Date on SWPPP: _____		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified: _____	Next Follow Up Inspection Date: _____
Comments Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved: _____		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature _____	Date _____

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 1/23/12
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☐ Sunny ☒ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		Erosion Control Plan on site? ☐ Yes ☒ No
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		Date on Erosion Control Plan:
		High Priority Site? ☐ Yes ☒ No

	Not Applicable	Adequate	Needs Attention	Violation	
 CONTRA COSTA CLEAN WATER PROGRAM					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures					Comments
Jute Netting/Fiber Blankets	☒	☐	☐	☐	
Mulch	☒	☐	☐	☐	
Hydroseed/Soil Binder/Compost Blanket	☒	☐	☐	☐	
Mark Areas to be Preserved	☒	☐	☐	☐	
Tree Protection Fencing	☒	☐	☐	☐	
Riparian Area Barrier	☒	☐	☐	☐	
Sediment Control Measures					Comments
Wattles/Fiber Rolls/Compost Socks	☒	☐	☐	☐	
Silt Fences/Compost Berms	☒	☐	☐	☐	
Sedimentation Basin	☒	☐	☐	☐	
Inlet Filters (bags, sand, gravel)	☒	☐	☐	☐	
Dust Control	☒	☐	☐	☐	
Stabilized Construction Entrance	☒	☐	☐	☐	
Check Dams	☒	☐	☐	☐	
Street Sweeping	☒	☐	☐	☐	
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Run-on and Run-off Control					Comments
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Active Treatment System					Comments
	☒	☐	☐	☐	
Good Site Management					Comments
Construction Materials (wood, cement, etc.)	☒	☐	☐	☐	
Petroleum Products (oil, fuel)	☒	☐	☐	☐	
Hazardous Materials (paint, solvents)	☒	☐	☐	☐	
Waste Systems Management	☒	☐	☐	☐	
Soil Stockpiles	☒	☐	☐	☐	
Vehicle Servicing	☒	☐	☐	☐	
Non-Stormwater Management					Comments
Concrete Washout Area	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Discharge Points					Comments
Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					

Enforcement and Follow-up		Date Problem First Identified:	Next Follow Up Inspection Date:
Comments: N/A			
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine			
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:			
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No			
Inspector: R. BOOTH	Signature	Date	

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>2/6/12</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☐ Sunny ☒ Cloudy ☐ Windy ☐ Rainy
Permit No.: <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☒ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments:		
Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☐ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 2/17/12
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☒ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
Copy of NOI submitted? ☐ Yes ☒ No		Date on Erosion Control Plan:
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up: N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments		
Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement		☐ Date Problem Resolved:
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector: R. BOOTH	Signature	Date

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>2/24/12</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No.: <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		Date on Erosion Control Plan:
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		

Inspector: <i>R. BOOTH</i>	Signature	Date
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Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>3/1/12</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☐ Sunny ☐ Cloudy ☐ Windy ☒ Rain
Permit No.: <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☒ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		
High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 10/11/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		
SWPPP on site? ☐ Yes ☒ No Date on SWPPP: _____		Erosion Control Plan on site? ☐ Yes ☒ No
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		Date on Erosion Control Plan: _____
		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM		Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures						If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Jute Netting/Fiber Blankets		☒	☐	☐	☐	Comments
Mulch		☒	☐	☐	☐	
Hydroseed/Soil Binder/Compost Blanket		☒	☐	☐	☐	
Mark Areas to be Preserved		☒	☐	☐	☐	
Tree Protection Fencing		☒	☐	☐	☐	
Riparian Area Barrier		☒	☐	☐	☐	
Sediment Control Measures						Comments
Wattles/Fiber Rolls/Compost Socks		☒	☐	☐	☐	
Silt Fences/Compost Berms		☒	☐	☐	☐	
Sedimentation Basin		☒	☐	☐	☐	
Inlet Filters (bags, sand, gravel)		☒	☐	☐	☐	
Dust Control		☒	☐	☐	☐	
Stabilized Construction Entrance		☒	☐	☐	☐	
Check Dams		☒	☐	☐	☐	
Street Sweeping		☒	☐	☐	☐	
Earth Dikes/Drainage Swales		☒	☐	☐	☐	
Run-on and Run-off Control						Comments
Earth Dikes/Drainage Swales		☐	☒	☐	☐	
Sampling is conducted if required (CIPs only)		☒	☐	☐	☐	
Active Treatment System		☒	☐	☐	☐	Comments
Good Site Management						Comments
Construction Materials (wood, cement, etc.)		☒	☐	☐	☐	
Petroleum Products (oil, fuel)		☒	☐	☐	☐	
Hazardous Materials ((paint, solvents)		☒	☐	☐	☐	
Waste Systems Management		☒	☐	☐	☐	
Soil Stockpiles		☒	☐	☐	☐	
Vehicle Servicing		☒	☐	☐	☐	
Non-Stormwater Management						Comments
Concrete Washout Area		☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)		☒	☐	☐	☐	
Discharge Points						Comments
Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No						
Enforcement and Follow-up		N/A		Date Problem First Identified: _____		Next Follow Up Inspection Date: _____
Comments						
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine						
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved: _____						
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No						
Inspector R. BOOTH		Signature _____				Date _____

Construction Site Inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>9/11/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rain
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
Copy of NOI submitted? ☐ Yes ☒ No		Date on Erosion Control Plan:
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments. Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	
Active Treatment System	☒	☐	☐	☐	
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		

Inspector: <i>R. BOOTH</i>	Signature	Date
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Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 5/18/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☐ Sunny ☒ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up
Does the project disturb one acre or more? ☐ Yes ☒ No		Other (state): "Pre-Insp."
Copy of NCI submitted? ☐ Yes ☒ No		
SWPPP on site? ☐ Yes ☒ No Date on SWPPP: _____		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	h, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified: _____	Next Follow Up Inspection Date: _____
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved: _____		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature _____	Date _____

Construction Site Inspection Report

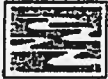
Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>5/31/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☐ Sunny ☒ Cloudy ☐ Windy ☒ Rainy
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading <i>Add.</i> ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☒ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
Copy of NOI submitted? ☐ Yes ☒ No		Date on Erosion Control Plan:
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments:		
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 6/6/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☐ Sunny ☒ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Developer ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☒ Yes ☐ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☒ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
Copy of NOI submitted? ☐ Yes ☒ No		Date on Erosion Control Plan:
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No	Comments				

Enforcement and Follow-up N/A	Date Problem First Identified:	Next Follow Up Inspection Date
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		

Inspector R. BOOTH	Signature	Date
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Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 6/22/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain
Does the project disturb one acre or more? ☐ Yes ☒ No		☐ During Rain ☐ After Rain ☐ Follow-up
Copy of NOI submitted? ☐ Yes ☒ No		☐ Other (state):
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		
High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
	Erosion Control Measures				
Jute Netting/Fiber Blankets	☒	☐	☐	☐	
Mulch	☒	☐	☐	☐	
Hydroseed/Soil Binder/Compost Blanket	☒	☐	☐	☐	
Mark Areas to be Preserved	☒	☐	☐	☐	
Tree Protection Fencing	☒	☐	☐	☐	
Riparian Area Barrier	☒	☐	☐	☐	
Sediment Control Measures					Comments
Wattles/Fiber Rolls/Compost Socks	☒	☐	☐	☐	
Silt Fences/Compost Berms	☒	☐	☐	☐	
Sedimentation Basin	☒	☐	☐	☐	
Inlet Filters (bags, sand, gravel)	☒	☐	☐	☐	
Dust Control	☒	☐	☐	☐	
Stabilized Construction Entrances	☒	☐	☐	☐	
Check Dams	☒	☐	☐	☐	
Street Sweeping	☒	☐	☐	☐	
Earth Dikes/Drainage Swales	☒	☐	☐	☐	
Run-on and Run-off Control					Comments
Earth Dikes/Drainage Swales	☐	☒	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Active Treatment System					Comments
☒	☐	☐	☐	☐	
Good Site Management					
Construction Materials (wood, cement, etc.)	☒	☐	☐	☐	
Petroleum Products (oil, fuel)	☒	☐	☐	☐	
Hazardous Materials (paint, solvents)	☒	☐	☐	☐	
Waste Systems Management	☒	☐	☐	☐	
Soil Stockpiles	☒	☐	☐	☐	
Vehicle Servicing	☒	☐	☐	☐	
Non-Stormwater Management					Comments
Concrete Washout Area	☒	☐	☐	☐	
Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	
Discharge Points					Comments
Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					

Enforcement and Follow-up	N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments			
Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine			
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:			
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No			
Inspector R. BOOTH	Signature		Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 7/17/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		Date on Erosion Control Plan:
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

	Not Applicable	Adequate	Needs Attention	Violation	
 CONTRA COSTA CLEAN WATER PROGRAM					
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier					If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments. Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales					Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)					Comments
Active Treatment System					Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing					Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)					Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 7/23/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading Add. ☒ Site Development ☐ CIP Project	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		
SWPPP on site? ☒ Yes ☐ No Date on SWPPP:		
Erosion Control Plan on site? ☐ Yes ☒ No		
Date on Erosion Control Plan:		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials ((paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments:		
Enforcement Action: ☒ None/in compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		

Inspector R. BOOTH	Signature	Date
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Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 8/5/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply): ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No.: CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with run off since last inspection? ☐ Yes ☒ No Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		
Does the project disturb one acre or more? ☐ Yes ☒ No		
Erosion Control Plan on site? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No	Date on SWPPP: _____	Date on Erosion Control Plan: _____
SWPPP on site? ☐ Yes ☒ No		
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	Comments
Active Treatment System	☒	☐	☐	☐	Comments
Good Site Management Construction Materials (wood, cement, etc.) Petroleum Products (oil, fuel) Hazardous Materials (paint, solvents) Waste Systems Management Soil Stockpiles Vehicle Servicing	☒	☐	☐	☐	Comments
Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified: _____	Next Follow Up Inspection Date: _____
Comments: _____		
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution: ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Data Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector R. BOOTH	Signature _____	Date _____

Construction Site inspection Report

Project Name: <i>Jon Van Brusselen</i>		Inspection Date: <i>8/13/11</i>
Location: <i>5851 Pine Hollow Road</i>		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. <i>CAP 0010</i>	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project <i>Add.</i>	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project Type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No	Erosion Control Plan on site? ☐ Yes ☒ No	
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:	Date on Erosion Control Plan:	
Covered by Statewide Construction General Permit? ☒ Yes ☐ No High Priority Site? ☐ Yes ☒ No		

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	If, following discovery of a violation, more than 10 business days will be required to achieve compliance, then include a rationale for that schedule in the comments.
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
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Run-on and Run-off Control Earth Dikes/Drainage Swales Sampling is conducted if required (CIPs only)	☐	☒	☐	☐	Comments
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Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up <i>N/A</i>	Date Problem First Identified:	Next Follow Up Inspection Date:
Comments Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☒ No		
Inspector <i>R. BOOTH</i>	Signature	Date

Construction Site Inspection Report

Project Name: Jon Van Brusselen		Inspection Date: 8/26/11
Location: 5851 Pine Hollow Road		Current weather (check all that apply) ☒ Sunny ☐ Cloudy ☐ Windy ☐ Rainy
Permit No. CAP 0010	Permit Type: ☒ Building ☒ Grading ☒ Site Development ☐ CIP Project Add.	Has there been rainfall with runoff since last inspection? ☐ Yes ☒ No
Project type: ☐ Commercial/Industrial ☒ Residential ☐ Street Improvement ☐ Landscaping		Reason for inspection: ☒ Routine ☐ Pre-Rain ☐ During Rain ☐ After Rain ☐ Follow-up ☐ Other (state):
Does the project disturb one acre or more? ☐ Yes ☒ No		
Copy of NOI submitted? ☐ Yes ☒ No		Erosion Control Plan on site? ☐ Yes ☒ No
SWPPP on site? ☐ Yes ☒ No Date on SWPPP:		Date on Erosion Control Plan:
Covered by Statewide Construction General Permit? ☒ Yes ☐ No		High Priority Site? ☐ Yes ☒ No

 CONTRA COSTA CLEAN WATER PROGRAM	Not Applicable	Adequate	Needs Attention	Violation	
Erosion Control Measures Jute Netting/Fiber Blankets Mulch Hydroseed/Soil Binder/Compost Blanket Mark Areas to be Preserved Tree Protection Fencing Riparian Area Barrier	☒	☐	☐	☐	Comments
Sediment Control Measures Wattles/Fiber Rolls/Compost Socks Silt Fences/Compost Berms Sedimentation Basin Inlet Filters (bags, sand, gravel) Dust Control Stabilized Construction Entrance Check Dams Street Sweeping Earth Dikes/Drainage Swales	☒	☐	☐	☐	Comments
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Non-Stormwater Management Concrete Washout Area Sampling is conducted if required (CIPs only)	☒	☐	☐	☐	Comments
Discharge Points Are the discharge points free of evidence of illicit discharge? ☒ Yes ☐ No					Comments

Enforcement and Follow-up N/A	Date Problem First Identified:	Next Follow Up Inspection Date:
Enforcement Action: ☒ None/In compliance ☐ Verbal Notice ☐ Notice to Comply ☐ Notice of Violation ☐ Stop Work ☐ Administrative Fine		
Resolution ☐ Problem Fixed ☐ Need More Time ☐ Escalate Enforcement ☐ Date Problem Resolved:		
Was there rain with runoff after the problem was identified and before it was resolved? ☐ Yes ☐ No		
Inspector R. BOOTH	Signature	Date



Agenda Date: 9-18-12

Agenda Item: 49

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: SEPTEMBER 18, 2012

SUBJECT: CONSIDERATION OF A RESOLUTION AWARDING A PROPERTY MANAGEMENT AND MAINTENANCE CONTRACT (THRU DECEMBER 31, 2015) TO PINNACLE RESIDENTIAL SERVICES FOR THE DIABLO ESTATES AT CLAYTON DEVELOPMENT BEING FUNDED BY THE DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT.

RECOMMENDATION

Approve the attached Resolution.

BACKGROUND

The City Council, by adoption of Resolution No. 04-2012, approved the formation of the Diablo Estates at Clayton Benefit Assessment District ("District") at its February 7, 2012 meeting. The Engineer's Report, including the proposed assessment amounts, was approved at the City Council's March 20th meeting by the adoption of Resolution No. 08-2012. On May 15th, the Council approved the levying of assessments for FY 2012-13 in the amount of \$72,662.88 (\$3,027.62 per lot).

The assessment amount was based upon the following cost estimate presented in the approved Engineer's Report:

Subject: Diablo Estates at Clayton - Property Management and Maintenance Services Contract Award

Date: September 18, 2012

Page 2 of 4

	Item	Amount
1	Maintenance (Landscape & Irrigation)	\$12,718.13
2	Maintenance (Weed Abatement)	11,910.00
3	Maintenance (Storm Drain System)	9,576.00
4	Maintenance (Street Lighting)	500.00
5	Maintenance (Fencing)	1,215.50
6	Maintenance (Entry Monument)	500.00
7	Stormwater Inspection & Reporting	5,000.00
8	Property Management	7,200.00
	Total Annual Maintenance Costs	\$48,619.63
9	Capital Replacement (reserves)	\$11,550.00
10	PG&E (streetlights)	960.00
11	CCWD (irrigation water & meter charges)	4,833.36
12	City SW Report fee	2,000.00
13	City Engineer Services	2,500.00
14	Notice/ Mailings	100.00
15	County Collection Fees	100.00
16	Contingency	2,000.00
	Miscellaneous Costs	\$24,043.36
	Total Annual Assessment	\$72,662.99

Request For Proposal ("RFP") Process

In order to minimize the City's administrative costs, it was decided to request proposals from property management firms who would contract out for the required services. This procedure would also avoid the need to meet the requirements of the Public Contract Code (e.g., prevailing wages, public bidding, etc.)

Staff prepared a detailed RFP specifying all of the maintenance activities required. Staff then researched approximately twenty potential firms and sent notices to eight firms thought to be able to respond. We received four requests for the complete RFP. Of the four, only one firm, Matrix Association Management, decided to submit a proposal. Staff contacted the three firms that did not submit a proposal. One firm stated that the RFP was "so well written and detailed as to be onerous in relation to the potential revenue for the property management firm". Another said that the RFP was "vague and unclear". The third firm did not respond to our query.

Matrix Association Management ("Matrix") Proposal

The Matrix proposal includes, along with contracting for and overseeing the required maintenance activities, monthly inspections of the property and improvements, as well as submittal of a monthly report to the City describing the findings of the inspections, the maintenance work completed that month and anticipated for the following month.

Date: September 18, 2012

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The Matrix cost proposal is as follows (arranged slightly differently than the budget presented above):

	Item	Annual Cost
1	Property Management Service	\$7,188.00
2	Common Landscaping Maintenance, Weed Abatement, Tree Maintenance, Irrigation Maintenance, V Ditch Cleaning, etc.	25,800.00
3	Filtration Planter System Testing & reporting	1,800.00
4	Storm Drain System Maintenance	13,200.00
5	Street Light Maintenance	1,200.00
	Total Annual Cost:	\$49,188.00
	Monthly Cost:	\$4,099.00

The amount is slightly higher than that stated in the Assessment District's budget (\$48,619.63) but well within the contingency amount (\$568.37 vs. the \$2,000 contingency). The contract does call for annual increases identical to the allowable increase in the annual assessments (annual CPI increase with a 4% maximum).

The Matrix proposal also raised three concerns regarding the proposed contract:

- 1) Matrix is concerned that a management firm (which normally acts as a go-between where an owner [e.g., Homeowners Association] would contract directly with the maintenance firms), contracting directly for services could conceivably create a liability for the City.
- 2) Section 3.5.8.2, "Additional Indemnity Obligations", requires Matrix to defend the City with Counsel of the City's choosing, etc. Matrix recognizes their obligation to defend the City (which is defined in the preceding contract Section 3.5.8.1, "Scope of Indemnity"), but their insurance company is insistent on using their own attorney and Matrix is requesting deletion of Section 3.5.8.2.
- 3) Matrix is also requesting that the time frame for compensation in Section 3.3.2 be reduced from 30 days to 15 days.

Staff met with Matrix to address their concerns and recommend the following changes for the Council's consideration:

- 1) Matrix (a dba for Matrix Real Estate Services, Inc.) is a California Corporation wholly owned by Ed Szaky. Mr. Szaky also owns Pinnacle Residential Services ("Pinnacle"), a sole proprietorship, which operates under his General Contractors License (#94819). Mr. Szaky's license allows him to subcontract for any needed services. Therefore, My Szaky suggested that this contract be placed in Pinnacle's name to avoid any contracting issues.
- 2) The current contract calls for limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. We have been assured by Mr. Szaky's insurance agent that all of his subcontractors are required to provide the same types and limits of insurance as Matrix and that the subcontractors insurance would be in a primary position. Matrix's coverage is then secondary and in addition to the subcontractor's insurance effectively doubling the coverage limits.

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- 3) In order to minimize the paperwork and provide a smooth cash flow for Matrix, it is recommended that Matrix be paid 1/12 of the annual cost on a regular monthly basis. This would make Matrix's third concern moot. Matrix will be providing lien releases on a regular basis from itself and all of its subcontractors.

Matrix Experience

Matrix has been in business since 2005. Matrix currently provides property management services to 23 clients for projects ranging in size from single family houses to commercial properties and condominium and single family developments. They are managing a 115 unit development in San Jose. In addition, they currently manage two projects for KB Homes with 75 units in one and 128 units in the second. They are currently negotiating with KB Homes for a third project in the Dublin area.

FISCAL IMPACT

There will be no impact to the City's General Fund as the contract cost is fully covered by assessments in the Diablo Estates at Clayton Benefit Assessment District and includes allowances for capital replacement, City fees and overhead. Further, increases in the contract costs are limited to similar increases in the annual assessments.

CONCLUSION

Based upon the above, staff recommends the City Council approve this Resolution awarding a contract for property management and maintenance services for the Diablo Estates at Clayton development to Pinnacle Residential Services.

Attachments: Resolution [3 pp.]
Contract [19 pp.]

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THREE YEAR CONTRACT IN THE AMOUNT OF \$49,188.00 THROUGH DECEMBER 31, 2013 WITH PINNACLE RESIDENTIAL SERVICES FOR PROPERTY MANAGEMENT AND MAINTENANCE SERVICES FOR THE DIABLO ESTATES AT CLAYTON DEVELOPMENT (SUBD. 8719) BEING FUNDED BY THE DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT

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

WHEREAS, the duties of the Diablo Estates at Clayton Benefit Assessment District ("BAD") include the maintenance of the "common" landscaping and irrigation along portions of Regency and Rialto Drives, various storm drainage conveyance and treatment facilities, weed abatement on large undeveloped slopes, and street lighting; and

WHEREAS, in order to minimize the City's administrative costs, the decision was made to contract with a property management type firm which would contract with and oversee the licensed contractors performing the duties of the BAD; and

WHEREAS, the City prepared a detailed Request for Proposals and solicited proposals from several likely firms; and

WHEREAS, the City received only one proposal from Pinnacle Residential Services ("Pinnacle"); and

WHEREAS, the City Engineer has reviewed the proposal and the qualifications of Pinnacle, found them to be satisfactory and has recommended that the City Council award this contract to Pinnacle;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Clayton, California does hereby name Pinnacle Residential Services as the successful Proposer and does herein authorize the City Manager to execute a three year contract in the amount of \$49,188 through December 31, 2013, with annual increases thereafter as described in the contract, for the Diablo Estates at Clayton Benefit Assessment District.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 18th day of September 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Howard Geller, 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 18, 2012.

Laci J. Jackson, City Clerk

CITY OF CLAYTON

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2012, by and between the City of Clayton, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City") and Pinnacle Residential Services, a Sole Proprietorship, with its principal place of business at 4861 Sunrise Drive, Suite 104, Martinez, CA 94553 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional Property Management and maintenance services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Property Management and maintenance services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional Property Management and maintenance services for the management and maintenance of certain facilities and improvements within the limits of the Diablo Estates at Clayton Benefit Assessment District as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Property Management services necessary, including but not limited to, the procurement and management all contractors necessary to maintain certain facilities and improvements within the limits of the Diablo Estates at Clayton Benefit Assessment District ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date of execution of this Agreement to December 31, 2015, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than five (5) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates and Contractors. The Services shall be performed by Consultant or by Contractors under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel, including contractors, performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its elected officials, officers, employees, volunteers or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, invoices, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant, its Subordinates and/or contractors, shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to manage and oversee the contractors Consultant employs to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City, and conform to the following requirements:

3.2.3.1 Procurement of Contractors. Consultant shall ensure that the contractors for all of the Services as described in Exhibit "A" are retained pursuant to a competitive process(es) that ensure that at least two or more quotes/bids are obtained prior to award of any contract. Consultant shall also ensure that all such contractors obtain and/or possess all required licenses, permits, and/or approvals necessary to complete such work in accordance with applicable California law.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, or contractors, who

fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from the work by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Edward Szaky, Principal.

3.2.5 City's Representative. The City hereby designates Rick Angrisani, City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all services and products provided by Consultant, but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Edward Szaky, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and contractors it employs shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the work by the Consultant and shall not be re-employed to perform any of the Services

3.2.9 Laws and Regulations. Consultant and its contractors shall keep themselves fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its elected officials, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance. [

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) *Commercial General Liability:* Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) *Automobile Liability Insurance:* Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence

(c) *Workers' Compensation:* Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(d) *Professional Liability:* N/A

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (A) The policy or policies of insurance required by Sections 3.2.10.2(a) and 3.2.10.2(c), Commercial General Liability, shall be endorsed to provide the following:

- (1) Additional Insured: The City, its elected officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (B) The policy or policies of insurance required by Section 3.2.10.2(b) Automobile Liability, and Section 3.2.10.2(e) Professional Liability, shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (C) The policy or policies of insurance required by Section 3.2.10.2(d), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Contractors. All Contractors employed by Consultant shall either be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Contractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

3.2.10.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall

protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation paid through December 31, 2013 shall not exceed Forty-nine Thousand One Hundred and Eighty-eight Dollars (\$49,188.00) without written approval of the City Council, City Manager or City Engineer as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice for 1/12th of the total annual fee along with a report of inspection findings, maintenance accomplished and maintenance anticipated for the following month. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. For agreements in excess of \$30,000.00, the City Manager may approve additional work no more than one time in an amount not to exceed 10% of the last increase to compensation. Any additional work in excess of this amount must be approved by the City Council.

3.3.5 Emergency Work. In the case of emergency work required to mitigate an immediate threat to life or property and where Consultant's subordinates and/or contractors cannot or will not provide the necessary services in a timely manner, the City may, at its sole discretion, cause such work to be undertaken and completed by the City's own personnel or contractor. In such case, the Consultant shall, upon receipt of an invoice from the City for such work, provide payment to the City within 15 days of receipt. Charges shall include City standard overhead and administrative costs. If the City determines that the emergency work was not due to work either performed or not performed by the Consultant or its contractors, Consultant may then invoice the City for reimbursement.

3.3.6 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" may be adjusted each year at the time of renewal in accordance with the annual change in Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April each year, with a maximum increase in any single year limited 4%, as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Pinnacle Residential Services
4861 Sunrise Drive, Ste. 104
Martinez, CA 94553
ATTN: Edward Szaky

City: City of Clayton
6000 Heritage Trail
Clayton, CA 94517
ATTN: Rick Angrisani, City Engineer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality: N/A.

3.5.4 Harassment Policy. N/A

3.5.5 Fraud Policy. N/A

3.5.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Indemnification.

3.5.8.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, related to, or incident to any alleged acts, errors, omissions, active or passive negligence or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.8.2 Additional Indemnity Obligations. Consultant shall defend at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against City or its elected officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its elected officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its elected officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its elected officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials officers, employees, agents, or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no elected official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, sexual orientation or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF CLAYTON

By: _____
Gary Napper, City Manager

Attest:

By: _____
Laci Jackson
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

PINNACLE RESIDENTIAL SERVICES

By: _____
Edward Szaky, Principal

[If Corporation, TWO SIGNATURES, President OR Vice President
AND Secretary OR Treasurer REQUIRED]

By: _____
[INSERT NAME AND TITLE]

EXHIBIT "A"

SCOPE OF SERVICES

PROPERTY MANAGEMENT SERVICES

The property management duties to be included in this contract shall generally include, but not necessarily limited to, the following:

- a) Contracting with, overseeing and being responsible for, various State-licensed contractors as needed to complete the maintenance services specified below. Consultant shall provide copies of all executed contracts (including detailed scopes of work, and work, manpower and payment schedules) and contractor insurance certificates;
- b) Periodic inspections of the property and improvements to verify current conditions and to ensure satisfactory performance of the various contractors hired by the Proposer to complete the maintenance duties specified in the maintenance document;
- c) Periodic inspections of the property and improvements to ensure satisfactory performance of the homeowners in providing the maintenance services specified below as being the homeowners' responsibility.;
- d) Preparation and submittal of a monthly report to the City Engineer describing the findings of the periodic inspections, the maintenance work completed that month and anticipated for the following month;
- e) Satisfaction of Regional Water Quality Control Board requirements relating to the operation and maintenance of stormwater treatment facilities, including the preparation and submittal of annual reports.

COMMON LANDSCAPING (ALONG REGENCY AND RIALTO DRIVES)

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the projects approval conditions, the Developer was required to install landscaping and irrigation over a strip of land adjacent to the sidewalks along the project's frontage on Regency and Rialto Drives. The strip of land is variable in width (but generally 25 feet wide, more or less, from the back of sidewalk) and is delineated by an open wire fence except along the frontage of Lot 9 where it is delineated by a wooden "Good Neighbor" fence.

Along with the perimeter fencing, the improvements include trees, shrubs, groundcover and a complete automatic irrigation system. In addition, a subdivision entry monument has been constructed on Lot 8. All of the land covered by the improvements has been encumbered by a recorded landscape maintenance easement in favor of the City of Clayton.

Detailed Scope of Work – City's Responsibility

Maintenance of the Common Landscaping shall occur twice a month by a maintenance crew comprised of at least 3 men for a period of at least 4 hours on each visit.

Trees

The scope of normal tree care shall include, but not be limited to, the following:

- Pruning will be performed under the direction of a qualified maintenance supervisor using appropriate tools and equipment in general accordance with industry standards.

- Pruning shall promote structural strength and accentuate the plants natural forms and features within the limitation of space.
- Trees stakes and guides will be checked regularly and removed or replaced as necessary.
- Minor pesticide application.
- Tree pruning over the 12 foot height.
- Insect and disease control including pest control spraying.
- Deep root feeding on an annual basis.
- Replacement of dead trees.

Shrubs and Groundcover

The scope of shrub and groundcover care shall include, but not be limited to, the following:

- On a continual basis, shrubs shall be checked for appropriate pruning and thinning, shearing or hedging. Hard pruning or cutting back will be done in winter to allow new growth or flushing out during the oncoming spring season.
- On a continual basis, ground covers shall be checked for proper coverage within the planting areas, and general health and condition. Required mowing or shearing of ground covers will be done in the winter to allow new growth during the spring season.
- Shrub pruning, thinning and trimming shall be accomplished on a regular basis to maintain a neat appearance.
- Shrubs shall be pruned to promote strength and accentuate the shrubs natural forms and features, minimize balling, shearing, etc.
- Ground covers shall be mowed on an annual basis as necessary.
- Plant material shall be fertilized on a regular basis before showing any sign of nutritional deficiencies.
- Minor pesticide application.
- Replacement of dead shrubs and groundcover plantings.

Irrigation

The scope of the irrigation check shall include, but not be limited to, the following:

- The system shall be routinely checked twice each month.
- Adjust programming to apply water in accordance with plant requirements based upon weather and soil conditions, and to minimize water runoff.
- Clean and adjust the sprinkler heads and nozzles as needed. Adjust spray patterns to insure coverage and prevent overspray on to the paved areas and buildings.
- Remote control valves shall be checked for proper operation. Valve boxes shall be cleared on top and clean on the inside.
- Minor irrigation repairs (e.g., pipe cracks, joint leaks, damaged spray heads or nozzles, etc.) shall be repaired immediately. The need for more significant repairs shall be brought to the attention of the City for authorization prior to the work being undertaken.

WEED ABATEMENT

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

The City has placed significant restrictions on the use of the large sloped areas within each of the lots. These areas are intended to remain unimproved and covered with "native" vegetation installed by the Developer. Such vegetation tends to become a fire hazard during the summer months if left unchecked.

The Contra Costa Fire District requires that all vegetation be maintained at a height of no more than 3 inches. Weeds and grasses must be mowed with the material raked, bagged, and removed from the property. This work must be accomplished by the end of June, at the very latest. Re-growth could

necessitate additional abatement during the fire season.

Detailed Scope of Work – City's Responsibility

The scope of weed abatement work shall include, but not be limited to, the following:

- Each spring, prior to the date established by the Contra Costa Fire District, all sloped areas between the open wire fences at the rear of each building pad and the lot property line, shall be mowed by hand to a height of less than 3 inches. The excess materials generated by the mowing shall be raked, placed in bags, and legally disposed of offsite.
- When needed due to re-growth of the vegetation, the process as specified shall be repeated.

STORM DRAINAGE FACILITIES

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the subdivision construction, a storm drainage system has been constructed within the streets of the project. The system includes concrete collection ditches (known as "J" and "V" ditches), storm drain pipes interconnecting and running between manholes and catch basins. The system also includes five large storage pipes (36" and 48" in diameter with a total length of 728 feet). The storage pipes also include observation structures for inspection and cleaning, if required. These storage pipes have been designed to collect the storm runoff from the streets and delay the discharge of the runoff into the remainder of the storm drain system by metering the discharge flows. The intent of this delay is to keep the peak flow rate of the storm water discharge leaving the project at the same or lower rate that existed prior to construction of the project.

In order to continue to work as designed, the system must be kept clear of sediment, trash and debris.

Detailed Scope of Work – City's Responsibility

The scope of storm drain facility maintenance work shall include, but not be limited to, the following:

- Each year, by October 15th, each storm drain structure and facility (concrete ditches, manholes, catch basins, and storage pipes) shall be inspected for build-up of sediment and debris.
- Each structure shall be cleaned as necessary using a truck-mounted vacuum system.
- The concrete ditches shall be cleaned of all weeds and trash by hand. The materials generated shall be placed in bags, and legally disposed of offsite.
- Cracks in the concrete ditches and structures shall be repaired.
- If necessary, the structures shall be treated for vector (mosquitoes) infestation as necessary with Larvicide dunks.
- Upon completion of the inspection and work, the contractor shall file a written report, including photos of the findings and maintenance work, with the City indicating the results of the inspection and work, including a description of amount and type of debris removed, depth of sediment observed in the structures, and a description of repairs that the Contractor believes necessary to maintain the integrity of the storm drainage facilities.
- Any major repairs deemed necessary by the City shall be performed under separate written authorization.

STORMWATER TREATMENT FACILITIES

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the subdivision construction, stormwater treatment facilities have been constructed both in the street and on each lot. The in-street facility consists of a single Vortech 3000 Hydrodynamic Separator unit located near Rialto Drive. The on-lot treatment facilities consist of one or two bioretention filtration planters ("planters") on each lot as well as small collection pipes which convey the runoff to the planters. In addition, the collection systems on some lots may include trench drains adjacent to the end of the driveways to collect runoff from the driveways.

The planters have been sized to accept and treat all of the on-lot runoff from impervious surfaces. The planters include 18" of filter soils placed on top of a thick layer of permeable rock. The runoff that enters the planter is cleaned as it percolates through the filter soils and into the permeable rock. The permeable rock layer includes a 24" storage pipe and smaller perforated drains to collect the runoff. The outflow from the storage pipes is metered by a small orifice opening to limit the rate of discharge as required by the latest stormwater regulation.

In addition to the filter soils, treatment of the runoff is accomplished by the vegetation planted in the filter soils. It is the responsibility of the individual property owners to maintain the vegetation and surface condition of the planters as well as the on-lot collection pipe system. It should be understood that the types of plantings installed by the Developer were selected from a pre-approved list of plant materials published by the Contra Costa Clean Water Program. Any vegetation that must be replaced, at any time, can only be replaced with the same or another pre-approved plant.

The stormwater treatment regulations require routine and annual inspections of all facilities, the results of which are required to be reported to the Regional Water Quality Control Board. If these inspections note that the property owner has not properly maintained the on-lot collection system, planters or vegetation, or replaced any plantings with non-approved types, a notice of deficiency will be issued to the property owner. If the property owner fails to satisfy the notice of deficiency within the time period specified on the notice, such failure shall be reported to the Regional Water Quality Control Board and may subject the property owner to fines as high as \$10,000 per day.

Detailed Scope of Work – Homeowners' Responsibility

The scope of the property owners' responsibility shall include, but not be limited to, the following routine work:

- Inspect the driveway trench drain, its entrances (grates) and exits. Look for obstructions, vegetation, debris, litter, sediment, etc., blocking the entrances and exits of the trench drain. If necessary, clear trench drain, exits and entrances by hand and with hand tools. Ensure that water flows freely into and out of the trench drain.
- Inspect for large vegetation growing within 4" of the trench drain entrance or exit. Remove any invasive plants, weeds, shrubs, or any plant with a woody stem within 4" of trench drain entrance or exit.
- Inspect the outlets of the collection system in each of the planters for plugging caused by debris. Look for evidence of erosion in the planter surface. Inspect side soils and/or rocks placed around the edges of the planters. Repair and/or replace any erosion or missing rocks. Clear outlets as necessary.
- Examine vegetation to ensure it is healthy and dense enough to provide filtering and to protect soils from erosion. Replenish mulch as necessary, remove fallen leaves and debris, prune large shrubs or trees. Replace dead plants and remove invasive vegetation. Confirm that the irrigation is adequate and not excessive.

Detailed Scope of Work – City's Responsibility

The scope of the City's responsibility shall include, but not be limited to, the following:

- Each year, prior to the rainy season, the City, or its contractor, shall undertake a complete inspection and testing of the in-street and on-lot stormwater treatment systems in accordance with the project's Stormwater Control Operation & Maintenance Manual.
- Maintain Vortech 3000 Hydrodynamic Separator unit in accordance with the manufacturer's operation and maintenance requirements. This work shall include removal and disposal of accumulated sediment. Monitor and treat for vector (mosquitoes) infestation as necessary with Larvicide dunks.
- Upon completion of the inspection and work, the contractor shall file a written report, including photos of the findings and the maintenance work, with the City indicating the results of the inspection and work, including a description of amount and type of debris removed, depth of sediment observed in the structures, and a description of repairs that the Contractor believes necessary to maintain the integrity of the stormwater treatment facilities.
- Standard City fees will be paid to the City directly by the BAD and are not a part of this contract.
- Any major repairs deemed necessary by the City shall be performed under separate written authorization.

STREET LIGHTING FACILITIES

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the subdivision construction, a street lighting system, consisting of four street lights and associated wiring and boxes, was installed.

Detailed Scope of Work – City's Responsibility

The scope of streetlighting system work shall include, but not be limited to, the following:

- Routinely inspect and replace parts as needed
- Payment for the supply of electricity from PG&E. (Note: the electrical billing for the street lights will be paid by the City directly to PG&E and is not a part of the contract)

EXHIBIT "B"
SCHEDULE OF SERVICES

SERVICES WILL BE PROVIDED CONTINUOUSLY OR PERIODICALLY AS NEEDED AND/OR AS DESCRIBED IN EXHIBIT "A".

EXHIBIT "C"
COMPENSATION

Compensation for the period through December 31, 2013 shall be as follows:

	Item	Annual Cost
1	Property Management Service	\$7,188.00
2	Common Landscaping Maintenance, Weed Abatement, Tree Maintenance, Irrigation Maintenance, V Ditch Cleaning, etc.	25,800.00
3	Filtration Planter System Testing & reporting	1,800.00
4	Storm Drain System Maintenance	13,200.00
5	Street Light Maintenance	1,200.00
Total Annual Cost:		\$49,188.00
Monthly Cost:		\$4,099.00

As of January 1, 2014, annual costs shall be increased in an amount not to exceed the annual increase in the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April of each year, subject to a maximum increase of 4% in any single year.

Declaring
September 22– 28, 2012
“Fall Prevention Awareness Week”

Agenda Date: 9-18-12

Agenda Item: 5a

WHEREAS, nearly 190,000 people, or 18 percent, of Contra Costa County's 1,049,000 population are age 60 or older; and

WHEREAS, each year nationally, one in every three adults age 65 and older falls; and falls are the leading cause of injury death among seniors; and every 35 minutes, an older adult dies from a fall; and

WHEREAS, falls are the most common cause of nonfatal injuries and hospital admissions for trauma, causing injuries such as hip fractures and head traumas; and fall-related injury is one of the 20 most expensive medical conditions; and

WHEREAS, according to a 2010 report, almost half (49.3%) of Contra Costa County's unintentional injury hospitalizations occurred among residents 65 years and older; and over three-quarters (75.9%) of these hospitalizations were due to falls; and

WHEREAS, county residents 65 years and older had the highest unintentional injury hospitalization rate (2214.7 per 100,000); higher than the rates for the county overall and for all other age groups listed; and

WHEREAS, more than half (53.5%) of unintentional injury hospitalizations in the county were due to falls, followed by motor vehicle traffic accidents (13.5%) and poisonings (7.5%); and

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

WHEREAS, falls are a public health problem that is largely preventable; and

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

WHEREAS, by Senate Concurrent Resolution SCR 77 of May 28, 2008 declares the first week of fall each year as Fall Prevention Awareness Week in California, and the Federal Safety of Seniors Act of 2007 calls for the expansion of public health programs, educational outreach, and research activities related to fall prevention.

NOW, THEREFORE BE IT RESOLVED, that I, Howard Geller, as Mayor of the City of Clayton, on behalf of the City Council, do hereby proclaim the week of **September 22 through 28, 2012**, 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: 9-18-12

Agenda Item: 9 a

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Fire and EMS

Special Tax

Presentation:

What We Do – “All Hazards” Organization

- ❑ Population Served – 600,000
- ❑ Service Area – 304 square miles.

Con Fire is first to respond to:

- ❑ Medical Emergencies
- ❑ Structure Fires
- ❑ Vehicle Accidents
- ❑ Vegetation Fires
- ❑ Other Emergencies



Community Risks/Threats:

- ❑ Refineries and Chemical Plants
- ❑ Wildland/Vegetation Fires
- ❑ Hazardous Materials (Pipelines, Rail, Highway)
- ❑ BART and Passenger Railroad (Mass Casualty Incidents)
- ❑ High-Rise Buildings, Industrial, Commercial/Malls, and Large Apartment Complexes
- ❑ Airport
- ❑ Interstate Highways
- ❑ Ships and Water Rescue
- ❑ Specialized Rescue – Confined Space, Trench, Swift Water
- ❑ Earthquakes, Floods, Mudslides



What We Do

- Fire Prevention:
 - Code Enforcement Inspections
 - Engineering – Plan Review/Approval
 - Fire System Testing
 - Vegetation Management/Enforcement
- Life Safety Education for “at risk” (young children and mature adults) population
- Smoke Detector Program
- Maintain Fire Trails for Access/Fire Suppression
- Community Emergency Response Teams (CERT)
- Water Safety and Drowning Prevention Program

Financial Outlook

- The District's revenue is primarily based (approximately 90%) on property tax assessments
- The District does not receive Prop-172 or other sales tax revenue
- This revenue has decreased by approximately \$32 million dollars from 2008 to 2012
- Health care costs increased
- Pension contributions increased due to de-pooling and market losses
- Chevron payment of almost \$1M
- Diversion of \$12M per year to RDAs

How Have We Reduced Expenditures?

- ❑ Concessions by all personnel - (10% salary reduction, lower starting salaries, increased health care and pension contributions)
- ❑ Non-operational positions held vacant
- ❑ Eliminated positions and laid off employees
- ❑ Controlled non-minimum staffing overtime
- ❑ Deferred capital (fleet and facilities) purchases
- ❑ Reduced operating costs and discretionary spending
- ❑ Leveraged grants for staffing and equipment
- ❑ De-staffed two operational units
- ❑ Local-1230 negotiating new pension tier

What Will Happen Without Additional Revenue?

- ❑ Reserve funds have been exhausted. The District is unable to maintain current service levels.
- ❑ Fire Stations – 7 to 10 Closed
- ❑ On-Duty Staffing – 30% Fewer Firefighters/Paramedics
- ❑ Response Times – Critical Delays in Emergency Response
- ❑ ISO Rating – 5?
- ❑ Insurance Increases - \$230 annually for a \$250,000 home (GA study) Increase 4-11% (SC study)

Response Times Are Critical:

- Goal: Arrive on the scene within 5-minutes 90 % of the time.
- NFPA recommends a response time of 6-minutes 90% of the time.
- NFPA requires an adequate firefighting force (16-personnel) on-scene within 8-minutes.
- Current response time with 28 companies is 6:36 minutes. 90 percentile time is over 8:30 minutes.

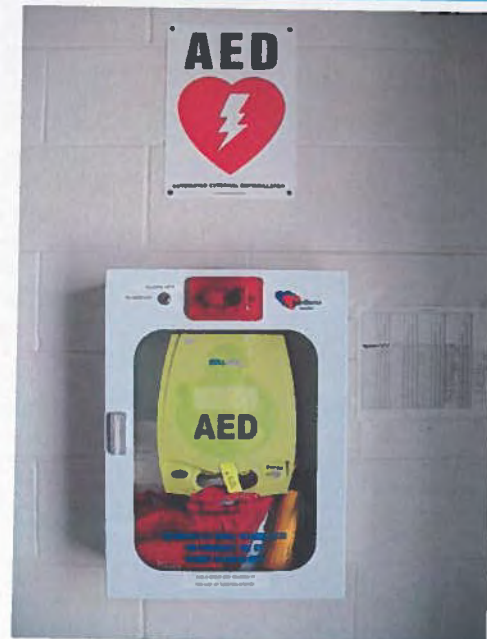
Response Time is Critical - Fires

- ❑ Fires double in size every 2-minutes
- ❑ Structure fires reach “flashover” in less than 8-minutes.
- ❑ Rapid fire growth to complete involvement.
- ❑ Victims will not survive.
- ❑ Fires will extend to surrounding structures.



Response Time is Critical - EMS

- ❑ Fire-based paramedics are an integral part of the County EMS Plan.
- ❑ Clinical brain damage occurs in 4–6 minutes without oxygen.
- ❑ Emphasis on STEMI and Stroke response.
- ❑ Medical emergencies
- ❑ Trauma – Golden Hour



Industry Standards and Best Practices:

- ICMA recommends 1-firefighter per 1,000 population or 600 personnel. Current staffing is 265 or 44% of recommended staffing level.
- NFPA recommends 4-person staffing per unit. The District currently has 3-person staffing.
- NIST (structure fire) and San Diego State University (wildland fire) studies show that it takes 30% longer to complete critical tasks with 2-person staffing.

Measure Q - November 6th Election:

- ❑ Type – Parcel Tax
- ❑ Methodology – Flat for residential properties and tiered per quarter acre of land area for commercial and industrial properties
- ❑ Amount - \$75
- ❑ Sunset Provision – 7- years
- ❑ Revenue Generated – \$16.8M Annually
- ❑ By law, all money generated must stay in the District to fund Fire and Emergency Medical Services

Criticality of Measure Q

With Parcel Tax Approval:

- Revenue - \$103M
- Fire Stations – 28
- On-Duty Staffing – 89 fire fighters/paramedics per shift
- Response Times – 6:36 average. Achieve 6-minute goal < 21% of time.
- ISO Rating – 3
- Not all needs will be met

Without Parcel Tax Approval:

- Revenue - \$86M
- Fire Stations – 7 to 10 Closed
- On-Duty Staffing – 30% Fewer Firefighters/Paramedics
- Response Times – Critical Delays in Emergency Response
- ISO Rating – 5?
- Insurance Increases - \$230 annually for a \$250,000 home (GA study) Increase 4-11% (SC study)

Summary:

- Sharply declining property tax revenue and increasing costs have created a “fiscal crisis.”
- Numerous cost-cutting efforts have already been implemented. Reserve funds are exhausted.
- Up to 7 fire stations could be closed in FY-13/14 and 10 in subsequent years. Service delivery will drop significantly.
- Response times will increase dramatically.
- Staffing will be inadequate to protect the community.
- Fire insurance rates may be impacted.
- **Adequate fire and EMS protection and service cannot be maintained without additional revenue.**

Ballot Measure Q

Information

From: Kris Hunt [<mailto:krishunt@cocotax.org>]

Sent: Thursday, September 06, 2012 1:28 PM

To: Kris Hunt, Executive Director

Subject: CoCoTAX Issues Update: this is an article by former County Treasurer-Tax Collector Bill Pollacek regarding Measure Q



Good Afternoon:

With the election season heating up, probably the most controversial Contra Costa ballot measure will be Measure Q, the Contra Costa Fire Protection District Parcel Tax. The issue was placed on the ballot with a 4 to 1 vote, with Supervisor Candace Andersen voting no. The CoCoTAX board unanimously opposed the measure and authorized me, as Executive Director, to prepare the ballot arguments. It comes down to a math problem – due to pension, repayment of pension obligation bonds, retiree health care, and other personnel costs, this measure does not solve the District's problems.

To help educate everyone on the background of the, here an article by former Treasurer-Tax Collector Bill Pollacek who shares his knowledge regarding the impression being given that firefighters pay most, if not all, of their pension costs.

Exposing Contra Costa County's Pension Myths

by Bill Pollacek on August 7, 2012

During the current debate over a proposed parcel tax for Contra Costa Fire Protection District, firefighters and their allies have claimed that firefighters pay most, if not all, of their pension costs.

Nothing could be further from the truth.

Based upon approved Employer contribution rates by the Contra Costa County Employees' Retirement Association (CCCERA) Board of Trustees on October 12, 2011, Con Fire's employer contribution rate, which is paid by the taxpayers, will be 49.56% of salary while firefighters will pay 15.14% of salary for fiscal 2012-13.

Firefighters claim they pay 9% of the Employer's share, and while this is a technically correct statement, they fail to disclose all the facts. In late 2002 the Board of Supervisors approved the 2% at 55 for General members (2% of salary for each year worked), and 3% at 50 for Safety members (3% of salary for each year worked) enhanced retirement benefits

As part of the agreement, General members received pay raises of 2%-3% per year while Safety members were granted four annual pay raises of 5% less a 2.25% deduction for retirement benefits. In other words, the Board of Supervisors gave the firefighters the raise to pay for those enhanced retirement benefits (See Board Resolution 2002/608 dated October 1, 2002).

The upcoming Pension Obligation Bond payment of \$11.5 million comes directly from taxpayers through Con Fire's property tax allocation.

Looking at the big picture, in 2010 all of CCCERA's employers paid a total of \$183,950,930 as their contribution into the retirement system while employees paid \$64,330,484. Employers, and ultimately the taxpayers, paid 74.09% of all contributions (See CCCERA's 2010 Actuarial Valuation, pg 71).

Management has known about the implosion of Con Fire's finances for over three years, yet nothing has been done to fix the pension and employee benefit debacle. Based on Con Fire's own financial projections, the proposed parcel tax is only a short term solution. By fiscal 2015-16, Con Fire will be back in the red and will need more of your tax dollars to maintain current service levels.

Instead of a parcel tax, what is needed is a serious discussion on how we solve Con Fire's financial crisis. Until that is done and the union completely agrees to benefit and wage concessions, including a new retirement tier for new employees, any short term funding solution only allows them and current Supervisors to kick the can down the road.

~ Bill Pollacek, served as Contra Costa County Treasurer-Tax Collector, and is retired.

This article first appeared on [halfwaytoconcord.com](http://www.halfwaytoconcord.com) Used by permission

<http://www.halfwaytoconcord.com/exposing-contra-costa-countys-pension-myths/>

Contra Costa County Fire Protection District Service Delivery Model Evaluation

Since 2007, the nation has been gripped by an unprecedented recession. The Contra Costa County Fire Protection District (District) has not been immune from this challenging economic environment. From 2007 to 2011, the District's revenue which is primarily based on property tax assessments has decreased by approximately \$32M. Additionally, approximately \$12M per year of property tax revenue was diverted to various Redevelopment Agencies prior to dissolution by the Legislature. During this period, the District has been utilizing reserve funds in an effort to continue to provide critical emergency services to the community. Unfortunately, at the current "burn rate" of the reserve fund, the District will deplete the entire reserve fund during the FY-2013-2014 budget period.

The budget process is very dynamic and has many variables. Tax revenue projections continue to decline gradually or remain flat. Pension costs continue to rise as a result of investment losses and de-pooling. Health care costs increase 5 – 10% annually.

As a result of these tax revenue decreases, the District has enacted efficiencies and reduced expenditures by millions of dollars. To achieve these savings, the District has eliminated 15 positions and laid off non-operational staff, managed vacancies, controlled overtime costs, reduced discretionary spending in all areas, deferred capital purchases and improvements (i.e., replacement apparatus, fire station repairs and remodeling), leveraged federal grants, and eliminated entire programs. As a last resort, a functional unit was de-staffed in January 2011 and a second unit was de-staffed in July 2012. De-staffing the two units has reduced the overall capacity of the response system and reduced the number of firefighters/paramedics that are on-duty to respond to emergency incidents. In June of 2011, the International Association of Firefighters Local 1230 agreed to eliminate two awarded 2.5% raises and accept an additional two 2.5% salary reductions. Two new lower starting salary steps were also implemented for new employees. Local-1230 is currently in negotiations to accept a new pension tier for new employees that will begin to reduce current and further costs. Other labor groups have taken similar concessions that include salary reductions, increased payments for health care, increased pension contributions, etc. Additionally, the County has eliminated the ability to sell terminal leave, reduced the "leave sell back" option and continues to reduce the unfunded liability for other post employment benefits. Admittedly, there is a "structural imbalance" between revenue and expenditures for the District. However, a combination of current cost saving efforts, temporary revenue enhancements, an improvement in the general economy, and longer-term solutions such as benefit cost controls are necessary to ensure the long-term sustainability of the District.

Prior to any discussion regarding service alternatives or cuts, community threat/risk must be addressed. The area served by the District contains a number of high risk occupancies including, refineries and bulk storage facilities, chemical plants, hazardous materials transportation (rail, ship, pipeline, and highway), high rise buildings, large commercial and industrial buildings,

multiple family dwellings, health care facilities, and institutional and educational facilities. Additionally, the area presents a significant wildland fire-urban interface threat, as well as potential for natural disasters such as floods and earthquakes. The District also routinely responds to residential structure fires, medical emergencies, vehicle accidents, rescue calls, utility emergencies, etc. To this end, the District is an "all-hazards" organization that provides structural and wildland fire suppression, rescue, emergency medical services, hazardous material response, fire prevention, and dispatch services.

Salaries and benefits account for over 85% of the District budget. The only methodology available to achieve savings and balance the budget without additional revenue is to further reduce personnel costs. Unfortunately, due to previous cuts in every sector, any additional cuts will translate to front-line service delivery reductions. Obviously, the goal during any reductions is to minimize the adverse impact on service delivery and maintain the capacity to respond to significant and multiple emergency incidents. Any reduction in front-line fire companies will have a substantial impact on the District's ability to protect the community and provide essential services.

It is important to note that while cost-cutting measures have been implemented, the District must still maintain both civilian and uniformed staff in a number of administrative positions in order to protect the public, meet statutory requirements, and support field operations personnel. This includes positions in the Fire Prevention Bureau, Training Division, Apparatus Shop, Supply, the Communications Center, etc. All of these areas have been targeted for reductions in the past and are at the minimum level necessary to perform critical external and internal services.

Fire and emergency medical service delivery is predicated on community threat/risk, local standards, industry standards, and best practices. Based on the County's General Plan, the current performance measure for the District is to respond within five minutes 90 percent of the time for urban areas. This measure relates to travel time only. The Contra Costa County EMS Agency requires a 7.5 minute response time for medical emergencies. The National Fire Protection Association (NFPA) recommends a response time of six minutes 90 percent of the time. This includes dispatch, turnout, and travel time. In 2010 with 30 fire companies, our response time 6:16. Currently, with 28 companies, our average response time is 6:36. Although the time has increased by 20-seconds, more significant impacts have not been realized yet due to all 28 fire stations remaining open and staffed. These statistics also indicate that we do not meet the performance standards established by the General Plan or national standards.

Response times are a critical element for public safety. A standard time-temperature curve model indicates that a fire will double in size every two (2) minutes and flashover (rapid fire growth to full involvement of the structure with no chance of survival) will occur in less than eight (8) minutes. From an emergency medical services perspective, clinical brain damage occurs in four to six (4 – 6) minutes without oxygen and brain death occurs in eight (8) minutes. Certainly,

multiple incidents occurring simultaneously or large scale/long-term (multiple alarm) incidents will quickly deplete available resources and exacerbate the extended response times. Another factor that could adversely affect our response time and overall capacity is neighboring jurisdictions that are also reducing services at the same time. The East Contra Costa County Fire Protection District has recently taken three units out of service and reduced their capacity from a high of eight units to their current level of three. Additionally, both the City of Pinole and the Rodeo-Hercules Fire Protection District have de-staffed one engine company per agency and reduced their capabilities by 50%.

When discussing service delivery options, it is important to review industry standards and best practices and benchmark against other similar jurisdictions when evaluating staffing requirements and models. The International City/County Management Association (ICMA) recommends one firefighter per 1,000 population as a standard for adequate staffing levels. The LAFCO Municipal Service Review from August of 2009 indicated that the CCCFPD staffing level was .6 per 1,000 residents. This is below the County average of .7/1000 and the Bay area average of .9/1,000 residents. Due to the de-staffing of two units, the current ratio is .44 firefighters/1,000 residents. This is an extremely low percentage to try and protect 600,000 people especially considering the community risk and urban setting. Any reduction in fire companies and staffing will only exacerbate our current staffing deficiencies. Cities of comparable populations, (i.e., Denver, Portland, and Tucson) all have a ratio of 1.3 uniformed personnel per 1,000 residents. Smaller cities of approximately 500,000 population including Fresno, Oakland, Sacramento, Tulsa, Virginia Beach, Long Beach, Cleveland, and Kansas City all had ratios of 1.4 firefighters per 1,000 residents. This demonstrates the significant staffing shortages and lack of capacity that already exists within the District. A number of other jurisdictions across the nation have been forced to remove fire companies from service due to budget constraints; however, as noted, many of those jurisdictions have much greater depth and capacity as a baseline so the impact is not as severe. Organizationally, the District is flat and lean and does not meet industry standards or best practices. Although we provide excellent service to the community, there are a significant number of capacity and infrastructure needs that are unmet.

Any reduction in service delivery is a serious threat to the community. Every effort should be made to prevent this to the extent possible. If service delivery models change or reductions are unavoidable, it is important to note that a deliberative analytical process was utilized to determine the option that would have the least adverse impact. To this end, the District has explored the following service delivery options:

Service Delivery Model Evaluation
Page Four

- Service adjustment based on emergency incidents that occur during different times of day and days of the week.
- Reduction in staffing per unit
- Different configurations to respond to emergency medical incidents
- Use of volunteers or reserve firefighters
- Station closures

It should be noted that every option reduces the protection and service to the community and diminishes an already insufficient response capability.

Service Adjustment Model (SAM):

The SAM would maintain minimum protection/service to all portions of the community until funding is available to restore full service. The statistics and data for the District indicate that 83% of our incidents were EMS related in 2010. Additionally, the majority of incidents occur from approximately 0800 hrs to 2000 hours on Monday through Friday with some peak periods on Saturday as well. Similar to many businesses, it is possible to align our resources with service delivery demands. However, this is not the ideal model for public safety agencies as the risk of miscalculations, deviations from statistical norms, or outliers will suffer much greater consequences than in the private sector. Additionally, the District must maintain some additional capacity in the event of significant incidents or multiple emergencies occurring simultaneously. Additionally, many residential fires occur during non-peak night time and early morning hours when the residents are most vulnerable. The District has experienced a number of fires where rescues were required during the time periods identified below. However, it is critical to maintain a presence in all areas of our community in order to provide protection and service and maintain acceptable response times. This is not a traditional approach for the fire service in light of our fixed resources and 24-hour shift. However, compared to station closures, it does demonstrate to the public that the District is trying to be responsive to their best interests and needs. It also demonstrates the ability to adapt to changing environments and subscribe to business principles. This model should only be a temporary solution that avoids fully closing fire stations. The five versions of the SAM provide financial savings ranging from \$1.5M to almost \$1.9M which is the equivalent to the closure of a fire station.

Certainly there are a number of specific challenges and risks related to the SAM. However, the basic concept of the SAM is outlined below:

- The SAM will not affect the number of permanent budgeted positions.

- This is a temporary solution to a severe fiscal challenge. All units will be restored to a 3-person engine based platform as soon as fiscal conditions permit.
- All field operational positions will be filled to the best of our ability, i.e. recruitment, hiring process, etc.
- 28-Functional units will be staffed during peak service demand periods on Monday through Saturday from 0800 hours to 2000 hours.
- At 2000 hours on Monday through Saturday and all day Sunday, five (5) units will transition from engine companies to "squads" and be reduced to 2-person staffing. This service adjustment is based on service demands (call volume and type of incidents) in the affected areas.
- The reduction in staffing will be facilitated by releasing personnel on overtime at 2000 hours.
- All squads will be staffed with a minimum of one paramedic.
- Policies, procedures, training and management controls would be implemented to limit the risk and ensure the safety of the 2-person units.
- Squads will be prohibited from engaging in any interior fire operations (search and rescue and suppression) until the arrival of a fully-staffed engine company.

Pro:

- All stations remain staffed at some level 24/7
- Savings of \$1.5 - \$1.9M

Con:

- Many residential structure fires occur at night or non-peak hours. Residents are typically sleeping and at their most vulnerable time during this period. Recognition that the fire is occurring and subsequent notification may be delayed due to the public sleeping. This leads to more significant fire growth and need for search and rescue operations.
- 2-person squads are not permitted to conduct interior search and rescue or fire suppression operations.
- It will take a longer time period to assemble an adequate firefighting force and meet NFPA-1719 recommendations.

Reduction in Staffing Levels from 3 to 2 per Unit:

Pro:

- Each of the three positions on the apparatus equates to approximately \$500K to staff for a year. Reduction in staffing on all 28 functional units would save a maximum of \$14M per year.

Con:

NFPA-1710 recommends a staffing level of four persons per unit in order to provide safe and effective operations and assemble an adequate firefighting capability. Currently, the District staffs all functional units with three firefighters/paramedics.

In 2010, the National Institute of Standards and Technology (NIST) issued a study entitled Report on Residential Fireground Field Experiments. The study addressed 22 operational performance tasks based on staffing levels and response time to structure fires in a "typical" 2,000 square foot single family dwelling. The study concluded the following:

- A 2-person crew took 10% longer than a 3-person crew to apply hose streams to the seat of the fire.
- A 2-person crew took 25% longer than a 3-person crew to ladder and ventilate the structure.
- A 2-person crew took 25% longer than a 3-person crew to conduct search and rescue operations.
- A 2-person crew took 57-seconds longer than a 3-person crew to advance hose lines to the building.
- Both 3-person and 2-person crews failed to meet the NFPA-1710 recommendations of assembling an adequate firefighting force of 15-personnel on-scene within 8-minutes. However, the 2-person crew took a longer time period and required more units to assemble the 15-personnel. The 8-minute time frame is a critical factor in order to intervene before flashover of the structure when rapid fire spread with no chance of victim survival occurs.

- The fire will grow and intensify and the safety of the public and responders will be compromised as additional units and response time is required to attach the fire. Currently, we dedicate five units and a command officer to obtain the required firefighting force. With 2-person staffing, eight units and a command officer would be required to obtain the same staffing. Since these units would be required to respond from further distances so overall fire operations will be delayed.
- The NIST study only addresses residential fires in an average sized single family dwelling. The District serves a highly urban area with significant risk levels including heavy industry, hazardous materials, large commercial and high rise buildings, multiple family dwellings, etc. Currently, the Districts operates with only 44% of the recommended staffing levels and I am unaware of any urban department that protects a population of 600,000 that operates with this staffing level or 2-person fire crews.
- A study conducted by the San Diego State University in 2010 entitled Initial Attack Effectiveness addressed staffing for wildland firefighting. The study evaluated 2, 3, 4, and 5 persons on each hose line. This did not include the pump operator/officer in charge. They did not even attempt to study one person advancing the hose line which is what would occur with a 2-person crew due to safety concerns and failure to execute the task.

Different Configurations to Respond to Emergency Medical Incidents:

The Contra Costa County Emergency Medical Services (EMS) Plan identifies an integrated response with fire based first responders and private transportation providers. The two entities collaborate and complement each other to provide the highest quality and most reliable service to the public with acceptable response times. While this mission for the fire service is clearly articulated in the County EMS plan, it also provides added value by fire resources that are geographically distributed to provide fire protection for the community. All life-threatening medical emergencies such as cardiac arrest, heart attacks, difficulty breathing, allergic reactions, trauma, stroke, etc. require rapid response and medical intervention. Fire based EMS provides highly trained paramedics and EMTs for these patients in a timely manner. Additionally, the fire units stay in the community and are available for subsequent emergencies while the medic unit transports the patient to the hospital. In many cases, it can take an hour for the medic unit to transfer the patient to hospital staff, complete reports, clean and restock the units, etc. The fire based EMS units continues to provide services during this time period.

It is important to note that any transfer of service from the public sector to the private sector will result in additional costs for the consumers. None of the stakeholders have the additional capacity to absorb a loss of resources. Additionally, increases in private EMS units will be single dimensional as they cannot provide fire and rescue services.

The District is often asked why large fire apparatus is dispatched to emergency medical incidents. The justification for the response has articulated in the previous paragraph. However, some residents question the use of a fire engine or ladder truck for this response as opposed to a smaller more fuel efficient model. The large fire apparatus provides a very flexible and versatile platform to conduct our "all-hazards" mission. The entire team can respond to an incident and provide medical care. In many life threatening emergencies (cardiac arrest, trauma, etc.), when carrying heavy patients, or when dealing with limited access all three members of the crew as well as the medic unit personnel are needed to provide care. If another serious emergency occurs, (structure fire, rescue, etc.) while they are on the scene of the initial emergency, the entire crew can respond once the initial patient is stabilized and care is transferred to the medic unit. Again, this highlights the flexibility of the system when limited and inadequate resources are available.

Pro:

- Smaller units are more fuel efficient.
- Less mileage and maintenance on the large apparatus
- 2-person crews can treat many of the non-life threatening patients
- This is an effective model if the 2-person units are in addition to and augment the fire suppression units. These units could handle the majority of the EMS incidents and the suppressions would assist for life-threatening emergencies. During fire and rescue incidents both units may be available to respond to provide adequate staffing for operations.

Con:

- Need to purchase 28 light response vehicles equipped with emergency warning devices, radios, etc.
- Significant increase in fleet size, maintenance, insurance, etc.
- When a subsequent incident occurs, the crew will be fragmented. The smaller EMS vehicle may not be available and the fire apparatus will have to respond with one crew member. It is unsafe for a lone operator to drive under emergency conditions, talk on the radio, look at the map on the CAD display, etc. Additionally, once he/she arrives, operational effectiveness is either non-existent or delayed until the rest of the crew arrives.
- With a very low and lean baseline, the existing units must be flexible and able to respond from incident to incident and perform our all-hazard mission. Other jurisdictions have been able to implement innovative solutions; however, all of them are starting with a greater number of resources so the baseline is not eroded.

Use of Volunteers or Reserve Firefighters:

Volunteers or reserve firefighters could be utilized to staff out of service units, reduce overtime costs, or augment existing staffing levels. The District currently sponsors a reserve program; however, participation has been limited and unreliable.

Pro:

- Volunteers provide their services for free and reserves function at a lower per hour rate for training and emergency response.
- Additional resources or units may be available if the revenue measure fails and 7 – 10 fire stations are closed.
- Residents have an opportunity to contribute to and serve their community.
- Volunteers should be recruited to assist with administrative and other support functions that will reduce costs or free uniformed staff to work in front-line operational positions.

Con:

- Beginning in 2004, Senate Bill (SB) 1207 and Assembly Bill (AB) 2118 required extensive training for volunteers/reserves. SB 1207 mandates that all training required by Cal-OSHA for career personnel also applies to volunteer/reserve firefighters. AB 2118 provides for penalties for non-compliance. This includes initial as well as on-going refresher training which is required on an annual basis.
- Each volunteer/reserve must complete a physical examination prior to participating. The physicals cost \$750 each.
- Each volunteer/reserve must be equipped with structural and wildland personal protective clothing, fitted SCBA face piece, etc. The approximate cost is \$5,000 per person.
- Inconsistent attendance to training by our current reserve participants affects our ability to adequately train the personnel and maintain required standards.
- Generally, the number of volunteer and reserve programs have been declining across the nation. Due to training requirements, legal liability, general economic conditions and pressures, societal norms, the volunteer/reserve programs have not been reliable or cost effective in many instances.
- Again, this is an urban area with significant community threats/risks, and significant service delivery demands. Full-time, reliable resources are necessary to ensure a safe and effective public safety system.

Station Closures:

Due to the community threat/risk, current staffing levels, and system capacity, any station closures or additional service delivery cuts will adversely impact the safety of District residents and firefighters. As noted before, in 2010 with 30 fire companies in service, the average response time was 6 minutes and 16 seconds. However, response time in less than 5-minutes occurred only 25.5% of the time and less than 6-minutes only 47.3% of the time.

Our 90 percentile response time was almost 8.5 minutes. Obviously, any reduction of resources will have an adverse impact on response times which currently do not meet performance standards. Excessive response times and the inability to assemble an effective firefighting force within 8-minutes will allow exponential fire growth, reduce victim survivability, allow the fire to spread to adjoining structures or wildland acreage, and increase the dangers to firefighters. For medical emergencies, increased response time will result in a significant delay in providing medical intervention for life-threatening emergencies. The chart below depicts the impact of station closures and not meeting response goals necessary to protect and serve the community. It is important to note that station closures have an exponential effect on the response system as the remainder of the fire stations tries to absorb the emergency incidents. It is also important to note that the District has experienced numerous instances of simultaneous fires and/or greater alarm fires that require a substantial resource commitment concurrently.

Impact of Closures on Fire Incidents

Fire Station	Response Time Open	Response Time Closed	Reduction in Ability to Meet Response Goals	Additional Factors
16 (Lafayette)	58%	8%	-50	Wildland
87 (Pittsburg)	66%	44%	-22	BART
22 (Concord)	46%	25%	-21	Wildland
12 (Martinez)	71%	49%	-21	Refinery
82 (Antioch)	51%	10%	-41	Apartments
69 (El Sobrante)	90%	23%	-67	Wildland
7 (Walnut Creek)	86%	19%	-67	Assisted Living
				* 6-minute

If it is absolutely necessary to close fire stations due to fiscal constraints, a number of factors must be considered. The factors include the impact on response time, call volume, proximity of automatic and mutual aid companies, and special threats or risks to the community.

Service Delivery Model Evaluation
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In summary, the Contra Costa County Fire Protection District is facing a very challenging economic environment. At the same time, community threats/risk and calls for services continue to increase. The District is currently significantly understaffed and does not meet response time goals. Any degradation in resources and capability will endanger the public and the firefighting personnel.



Emergency Medical Services Agency

August 8, 2012

Report to the Local Agency Formation Commission

The Relationship of Fire First Response to Emergency Medical Services

On September 26, 2011, the Contra Costa Emergency Medical Services (EMS) Agency submitted a report to LAFCO on the accomplishments and challenges facing the EMS System. Since then the EMS agency has become actively involved in mitigating consequences of fire station closures in East Contra Costa County and is concerned about the potential erosion of fire first response countywide. In preparation for the August 8, 2012 LAFCO meeting the EMS Agency has been requested to submit the following report.

The Challenge

Fire services play a vital role in providing an engine "first response" to 9-1-1 medical emergencies. In some areas (Moraga-Orinda and San Ramon Valley) fire services also provide emergency ambulance response. In other areas of Contra Costa County, emergency ambulance response to 9-1-1 calls is provided by a private company, American Medical Response (AMR). The Contra Costa EMS Agency, a division of Contra Costa Health Services, is charged with overall coordination of the EMS system and administration of ambulance service contracts, as well as contracts with fire services providing paramedic service and with hospitals providing specialized emergency service. With significant budgetary pressures currently affecting nearly all public sector entities, Contra Costa County has already been impacted by cutbacks in fire service in some areas, and may see more cutbacks in service in the months ahead. Fire station closures mean fewer fire engines available for medical first response. The purpose of this document is to discuss the structure of the EMS system and the potential impacts of fire station closures.

The EMS System at Work and the Role of First Responders

When a medically-related 9-1-1 call occurs in Contra Costa, the call is routed to one of three designated fire/medical dispatch centers located at Contra Costa County Fire, San Ramon Valley Fire, and Richmond Police. There, specially-trained dispatchers systematically assess the medical needs based on information the caller provides, assigns a dispatch priority to the call, dispatches the appropriate EMS resources and may provide emergency first aid directions to the caller. A typical emergency call receives a fire engine first response and an ambulance, both dispatched immediately with lights and siren (Code 3). In some cases, where the dispatcher determines the call is less urgent and less complex, an ambulance alone may be dispatched without lights and siren.



All emergency ambulances and most fire first responder units are staffed with at least one paramedic-trained crewmember.¹ Other crewmembers are trained at the Emergency Medical Technician I (EMT-I) level. All responders, whether paramedic or EMT-I, are trained and equipped to perform most immediately needed life-saving first aid measures such as controlling bleeding, opening and maintaining an airway, providing cardio-pulmonary resuscitation (CPR), and performing cardiac defibrillation. Only paramedics can administer drugs and perform certain other advanced medical procedures.

Fire first responders typically arrive 2-5 minutes before an ambulance, but, depending on the location of the call and the location of the responding units, that interval can be 10 minutes or more. While a few minutes difference in response times do not affect the outcome for most patients, in certain critical cases – cardiac arrest, breathing difficulty, profuse bleeding – minutes, or even seconds, can make a difference in saving a life or avoiding serious complications. Fire first-responders provide emergency treatment on scene until care can be transferred to the ambulance crew, continue to assist in patient care when needed both on the scene and, in some cases, en route to the hospital. Importantly, fire first responders provide scene management, safety oversight, and rescue services (e.g., extricating patients from motor vehicle accidents). When patients require transport by helicopter (most often critical trauma patients), fire responders are required to manage the landing site. Fire personnel have all hazard capabilities not easily duplicated or replaced by other personnel.

While fire resources generally are station-based, AMR ambulance resources are “dynamically” deployed. Using a system known as “system status management,” ambulance units are moved to predefined post locations based on system status (number of units available) at any given time. Thus, when one ambulance is dispatched to a call, one or more other ambulance units may be moved to best cover the area. The goal is to post to locations where the best response times can be achieved for the next expected calls based on history, time of day, and day of week. While this system maximizes use of available resources, it does not provide the depth of resources generally associated with the fire services.

Potential Patient Care Impacts of Reductions in Fire Service Resources

Ambulance response time is unaffected by the changes in fire first response as emergency ambulance response time requirements are set by County contract. First responder response times are obviously affected in those areas where a fire station closure increases the response time from the next closest station. Additionally, first responder response times may be negatively impacted in all areas when the engine from the closest station is occupied on another call. Where first responder response times are delayed, critical interventions needed in the early stages of some calls may be delayed and, in the most serious cases, treatment delays may affect patient outcome. Also, transport times (time from 9-1-1 call

¹ In areas without paramedic first response (East Contra Costa County Fire, Richmond, Crockett-Carquinez Fire), the County through its ambulance contract has required AMR to provide additional ambulance units or single-paramedic-staffed non-transporting “Quick Response Vehicles” to respond with the fire first responders.



until patient arrival at hospital) may be negatively impacted when the ambulance crew is required to spend more time treating the patient on the scene due to the delayed arrival of the first responder.

Disaster and Multi-Casualty Events

Contra Costa County, like many communities in the Bay Area, has hazards related to industry, transportation, flood and wildfire, as well as urban and rural demographics. The Contra Costa EMS Agency plays a role in supporting emergency operations as part of a system of strong "all hazards" emergency response. Although large-scale emergency events occur infrequently, they predictably require numerous fire, ambulance and hospital resources to rapidly respond, triage, treat and transport victims. In these scenarios the importance of having an adequate first response capability to effectively mitigate these risks cannot be minimized. The "all hazard" capabilities of the fire services are part of the county's critical infrastructure to respond to a mass casualty event or disaster.

EMS Agency Role and Changes in Fire First Response

Fire first response is provided by the county's six fire districts and three municipal fire departments and is supported primarily through local funding. Each of these services through its governing body, determines the level of service to be provided. The EMS Agency works in collaboration with Fire-EMS and Ambulance provider agencies to support a coordinated system of patient care pursuant to Section 1797.103 of the California Health and Safety Code.

Measure H Support for Fire First Responders and Fire Paramedic First Response

In 1988, a countywide ballot measure (Measure H aka CSA-EM-1) enabled the Board of Supervisors (BOS) to establish an annual parcel charge (\$10 for a single family residence) to pay for enhancements to the County EMS system, including providing increased paramedic availability. From 1989-2004 this funding was primarily used to provide more paramedic ambulance availability.

In 2004 a County EMS system redesign plan was approved by the Board of Supervisors and since then Measure H funding has been used to subsidize the added cost of providing fire first responder paramedic service. The available Measure H funding has enabled the County to provide an annual subsidy of \$30,000 for paramedic-staffed fire engines. Since 2004 the majority of Measure H funding has been used to support Fire-EMS paramedic programs.

Measure H partially offsets the added cost to a fire service to upgrade its first responder units to the paramedic level, but, obviously, represents a small fraction of the actual cost of maintaining a station. In areas without paramedic engines, the County has provided additional paramedic coverage through AMR. In Emergency Response Zone A (Richmond) this is accomplished with AMR providing dual paramedic ambulances and in Emergency Response Zone E (East County) by providing single medic Quick Response Vehicles (QRVs) co-located with fire to provide a level of paramedic first response.



These accommodations were instituted in 2004 to provide an “equitable level” of prehospital care to all communities.

In 2010 the Contra Costa BOS approved a provision to preserve Measure H paramedic first response funding for fire agencies faced with “browning out or closing” fire stations due to budgetary constraints. Under this provision fire agencies continue to receive their same level of paramedic engine funding as long as “paramedic first response service” continues to the affected community. As the fire agencies are forced to reduce “paramedic engines,” funding for paramedic first response may be affected under the current paramedic first responder fund requirements. The EMS Agency believes that funding to preserve fire first response, regardless of level, is a priority for the Contra Costa EMS system.

Other Support for Fire First Response from Measure H

Measure H funds directly support the practice of medicine by prehospital personnel with the goal of improving patient outcome throughout the EMS System. Examples of fire agency support include:

1. Prehospital equipment, such as Automated External Defibrillators (AEDs), 12-lead (ECG) transmission-capable cardiac monitors, cardiac compression devices and mass casualty equipment.
2. Contra Costa Fire-EMS Training Consortium competency programs including patient care simulators that mimic real-life physiologic response to life threatening conditions.
3. Implementation of electronic prehospital patient data systems providing appropriate oversight of patient care to support improved outcomes in cardiac arrest, stroke, heart attack, and other conditions.
4. Fire-EMS clinical personnel responsible for agency level oversight of paramedic and EMT clinical performance required to support systems of care, e.g. Trauma, Stroke, STEMI and Cardiac Arrest.
5. Computer-aided dispatch upgrades and “smart” integrated dispatch automated programs supporting appropriate matching of resources to patient condition including bystander CPR, e.g. Emergency Medical Dispatch², PulsePoint³.

Summary:

The coordinated response of fire and ambulance services is an essential partnership in the care of 9-1-1 patients. The EMS Agency will continue to work with each fire service to achieve optimal integration

² Emergency Medical Dispatch (EMD) is a standardized dispatch interview approach to 9-1-1 medical calls consistent with national dispatching standards.

³ PulsePoint is a dispatch linked GPS smartphone enabled application that advises bystanders trained in CPR where the nearest AED is located and advises them that they are near cardiac arrest victim.



and coordination of first responder and emergency ambulance service, but the level of fire first response is determined by the governing bodies of each fire service. The Contra Costa EMS Agency does not control the funding, configuration or response capability of fire first-responder services and does not have the resources to fill gaps that may result from cutbacks to fire services. **Although 9-1-1 ambulance response times are NOT impacted by these changes, ambulance service cannot duplicate fire first response times or activities.** Contra Costa EMS continues to carefully monitor EMS response and patient care as the capabilities of fire first response change.

At the same time emergency medical care is entering a period of dramatic change that requires the EMS system to “fully integrate” with the health care system to reduce cost and improve patient outcomes. Partnerships will include not only hospitals but health information systems, Accountable Care Organizations (ACOs), and Patient Safety Organizations (PSOs). EMS-Health Care integration will provide extraordinary enhancements in emergency care and opportunities for interested provider agencies to innovate using trained prehospital professionals. Examples include:

1. The current EMS System Trauma, STEMI, Stroke, Cardiac Arrest and *HeartSafe* programs.
2. Linking dispatch agencies to nurse call centers to better match patient need to resources.
3. The use of community paramedics to support in-home programs to prevent injuries, provide health maintenance, monitor medically fragile or discharged patients reducing the volume and cost of preventable emergencies.
4. Integrated health information record systems to support coordinated care between the field and the emergency department.
5. EMS provider agency and ACO partnerships to reduce or prevent hospital re-admissions.
6. Implementation of new pre-hospital care roles, e.g. Advanced EMT, Community paramedic.
7. Innovative programs to help support populations who use the EMS system because access to care is otherwise not available.
8. Creation of potential new revenue streams to support EMS providers interested in pursuing hospital and ACO partnerships.

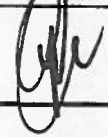
Contra Costa EMS System provider agencies are all well positioned to partner with health care system providers to support efficient, safe and evidence-based patient care in this new environment. The EMS Agency is committed to working collaboratively within the capabilities of the community to help support these opportunities and fulfill its mission.



Agenda Date: 9-18-12

Agenda Item: 9b

Approved:


Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAINTENANCE SUPERVISOR JOHN JOHNSTON

DATE: September 18, 2012

**SUBJECT: PURCHASE OF THREE REPLACEMENT MULTI-SPORT SCOREBOARDS
CLAYTON COMMUNITY PARK**

RECOMMENDATION

It is recommended the City Council, following staff presentation and public comment, approve the contract for purchase of three replacement multi-sport scoreboards with wireless remotes, and an additional 4 extra wireless remotes for Clayton Community Park from Everbrite, LLC in the amount of \$18,449.05 and authorize the appropriation of the necessary purchase amount from the City's Deferred Maintenance Fund.

BACKGROUND

The purchase of three Clayton Community Park scoreboards was originally brought before the City Council in January of 2012. Although it was agreed given the price (\$12,988.92), technical support, and overall quality that All American Scoreboards was the preferred choice for our scoreboard purchase, the City Council wanted staff to research the possibility of using a multisport scoreboard that would accommodate both baseball/softball and soccer.

Through much research, staff has come up with what it considers are the best multi-sport scoreboards to accommodate baseball, softball, and soccer, while utilizing some of the existing structures at the park and minimizing the City's cost for this project. Staff worked with representatives of All American Scoreboard to change the captions of some of their existing models to customize our scoreboards, and meet the individual needs of the different leagues playing at the Clayton Community Park.

REPLACEMENT SCOREBOARDS

Once again, in order to minimize the cost of replacing the scoreboards, the Maintenance Department worked with All American Scoreboards to find scoreboards that were similar in size to the current boards so that they may conform to the existing posts those scoreboards are mounted on. The scoreboards on Fields #2 and #3 will have a Game Timer with Home and Guest score boxes that can be utilized for both Baseball/Softball and Soccer. Soccer can then use the Innings caption, which Baseball/Softball will use, to track each period for

their games. The Field #1 scoreboard will come with interchangeable soccer captions to possibly accommodate soccer leagues that play in the fall when little league is not using the field, or they can simply use the same method as the Field #2 and #3 scoreboards for tracking their games. Unfortunately, the two upper fields will require the installation of new posts, although the lower field will be able to use the existing post. The new replacement scoreboards will have LED illumination, larger digits, vandal proof faces, and wireless remote controllers. The purchase includes one wireless remote for soccer and one for baseball/softball per each scoreboard, to ensure damage accountability. Staff also included 1 spare wireless remote for back up complete with an interchangeable slip sheet to accommodate either baseball/softball or soccer.

After contacting several suppliers of the All American Scoreboard type, staff was only able to obtain 2 written quotes. Everbrite, the actual manufacturer of All American Scoreboards was the low bidder and gave the City what we believe is an unbeatable price. The following is a list of purchase quotes for the 3 scoreboards with wireless remotes and one extra wireless remote that staff received:

Company	Equipment	Total Cost
Everbrite, LLC.	Scoreboard Quotes	\$15,360.00
Scoreboards.com	Scoreboard Quotes	\$17,099.00

*All prices include freight only

WIRELESS REMOTES

As was mentioned at the previous Council Meeting, the City will establish a refundable deposit account of at least \$1,500.00 for the seasonal use of the wireless remotes to ensure proper user care and to fund possible replacement of the remote controls due to wear and tear or neglect. The approximate cost for each wireless remote is \$800.00 when purchased separately from the scoreboard project cost. It is also staff's recommendation that each league have a separate remote assigned to that league for its respective season. This will put the sole responsibility of that remote on its respective league for any damage or neglect. The City can then secure that remote for each consecutive season that the individual league elects to play their seasons at the City's fields and use the scoreboards.

Scoreboards with remotes per quote	\$15,360.00
<u>Additional Remotes (3 x \$561)</u>	<u>\$ 1,683.00</u>
Subtotal	\$17,043.00
<u>Sales Tax @ 8.25%</u>	<u>\$ 1,406.05</u>
TOTAL PURCHASE PRICE	\$ 18,449.05

INSTALLATION

Staff is still researching the most beneficial means to install the scoreboards. Staff would like to do this project in 2 phases with the installation of the 4 new posts and mounting of all 3 scoreboards as Phase 1, and the electrical installation as Phase 2. It would likely require two separate contractors and the City could act as the General to see the project through.

Phase 1 will require the purchase of 4 new I-beams for the scoreboards on Fields #2 and #3, and mounting hardware for the Field #1 scoreboard. We will also need the installation of the footings and new posts to be engineered, as the manufacturer can only provide a brief installation guide based on existing soil conditions. The posts will require a crane for installation and the footings will need a minimum 30 days to cure before the scoreboards can be mounted. A crane will then be needed to install all 3 scoreboards for final mounting. Once again the timing of this will be of concern as weather can be a problem getting the larger equipment onto the fields to lift the scoreboards for mounting.

Estimated Costs Phase 1

4 each S18 / I-beams	\$2,500
Engineers Design	\$1,000
Concrete footings	\$500
Crane and operator	\$1,600
Contract Labor	<u>\$5,000</u>
Estimated Total Costs	\$10,600

Phase 2 will include all electrical connections including new shut-off boxes located at each scoreboard, weather proof boxes behind the dugouts, complete with an on-off switch and power outlet for wireless remote charger and possible pitching machine. This contractor work is estimated to be an additional \$2,600 for all 3 scoreboards.

Estimated Costs Phase 2

Labor and Materials \$2,600 (See attached quote.)

The final total for the purchase of all 3 replacement scoreboards, post installation, scoreboard mounting, and the hardwire installation is therefore approximately \$31,649.05.

Scoreboards and Equipment	\$18,449.05
Phase 1 Est. Const. Cost	\$10,600.00
Phase 2 Est. Const. Cost	<u>\$2,600.00</u>
TOTAL ESTIMATED PROJECT COST	\$ 31,649.05

Ordering the scoreboards necessitates a 4-6 week delivery time. The installation goal of this equipment replacement is to have the new scoreboards operational for the opening of the Clayton Valley Little League season in March 2013. Therefore, timing is of the essence for this purchase authority and staff strongly recommends the City Council purchase the hardware now at this competitive pricing.

FISCAL IMPACT

Funds for the purchase and installation of the three recommended replacement scoreboards will come from monies available in the City's Deferred Maintenance Fund, which has a current cash balance of \$107,316.66.

Attachments: Scoreboard Quotes (2)

Model 8389 Specs
Model 8414 Specs
Model 8414 Baseball Caption /Soccer Caption
Model 8000 Wireless Remote
Wireless Remote Baseball/ Soccer Slip sheets (2)
Phase 2 Price Quote



QUOTE 67639
Quoted Date: 09/10/12

Page: 1

To: CITY OF CLAYTON
ATTN: JOHN JOHNSTON
6000 HERITAGE TRIAL
CLAYTON, CA 94517
Attn: JOHN JOHNSTON

Site Id: SB6000CLAYTONCAADR
Location: CITY OF CLAYTON
Address: 6000 HERITAGE TRIAL
CLAYTON, CA 94517
Contact: JOHN JOHNSTON

All American Scoreboards, A Product of Everbrite LLC

Qty	Item#	Description	Price	Amount
2	MP8389RV2	SCBD,8389 BSEBALL 8'x8' BASEBALL SCOREBOARD W/TIMER/HIT/ERROR	\$2,995.00	\$5,990.00
2	C8000RBV2	CONTROL,8000RB CONSOLE V2 WIRELESS CONTROL CONSOLE	\$561.00	\$1,122.00
1	MP8414RV2	SCBD,8414FTBALL RC 6'5"X14' FOOTBALL SCOREBOARD	\$5,576.00	\$5,576.00
2	6105	PRODUCT CHARGES – EXTRA DIGIT Extra digit under "Ball", extra digit under "Out".	\$250.00	\$500.00
1	6105	PRODUCT CHARGES-SOCCER CAPTION KIT	\$150.00	\$150.00
1	C8000RBV2	CONTROL,8000RB CONSOLE V2 Wireless Control Console	\$561.00	\$561.00
1	C8000RBV2	CONTROL,8000RB CONSOLE V2 Wireless Control Console	\$561.00	\$561.00

NOTES:

CUSTOMER TO ADVISE BACKGROUND COLOR, ONE OF THESE:
Black, Red, Maroon, Blue, Bright Blue, Navy, Green, Forest Green, or Purple.
Please see attached specification sheets for further product information.
Graphics to be provided by customer in ai,eps, or pdf created format.
Lead time is 4 - 5 weeks upon receipt of approved order.
Freight charges are an estimate only.
Prices are quoted FOB Pardeeville, WI.
FIVE YEAR LIMITED WARRANTY:
8000 Indoor and Outdoor scoreboards come with a five year limited warranty.
6300 and 6400 Models have a one year limited warranty. A one year limited
warranty exists on all radio components. For a complete warranty statement,
please see our website, allamericanscoreboards.com.
*Estimated freight intentionally omitted from this quote.

I hereby accept this quotation/change order, please place my order.

Signature /

Date

Print Name

Subtotal: \$14,460.00
Est. Freight: \$900.00
Sales Tax: \$0.00
Project total: \$15,360.00
Deposit (if req'd) \$15,360.00
Final Balance: \$0.00

EXISTING COLUMN, ANCHOR BOLTS AND FOUNDATION HAVE NOT BEEN INSPECTED

scoreboards.com

**235 Towle Farm Road
Hampton, NH 03842
Tel. 877-766-4477 Fax 603-766-4477
email sales@scoreboards.com
scoreboards since 1964**

Mr. John Johnston
Voice (925) 673-7326
September 10, 2012

Dear Mr. Johnston,

We are pleased to offer our Model MP-8389 Baseball/Softball Scoreboard at \$4,249.00. The MP-8414 with 2 additional digits for Soccer is priced at \$8,099.00. The Soccer Caption Kit is at \$300.00. Discounts for multiple purchases are available below. The MP-8000 Wireless Controller is priced at \$660.00.

The following is the package discounted pricing for requested equipment:

2- MP-8389 Baseball/Softball Scoreboard
1- MP-8414 Baseball/Softball Scoreboards
1- MP-8000 additional wireless control console and carrying case
1- Soccer Caption Kit
Total package price \$17,557.00 Discount to \$17,099.00.

Pricing includes the scoreboards, wireless controls, control carrying cases, and shipping to your Clayton, CA area location.

Please feel free to call us with any questions or concerns you may have at 877-766-4477.

Thanking you for your consideration, I am, Martin Burnette

OUTDOOR SCOREBOARD

8389

Baseball

ARCHITECTS SPECIFICATIONS MODEL 8389 LED BASEBALL SCOREBOARD



OVERALL DIMENSION	8' high x 8' wide x 4.75" deep.
INFORMATION DISPLAYED	Home Score, Guest Score, Inning, Ball, Strike, Out, Hit/Error
DIGITS	7-Segment, Bright Red LEDs.
SCORING	18" High Digits, Shall register 0-99.
INNING	16" High Digits, Shall register 1-19.
TIME/GAME TIME	18" High Digits, Displays Game Time in Minutes or Time of Day.
BALL	3" Bulls Eye Indicators.
STRIKE	3" Bulls Eye Indicators.
OUT	3" Bulls Eye Indicators.
HIT/ERROR	3" Bulls Eye Indicators.
CAPTIONS	White vinyl letters.
CONSTRUCTION	4" extruded aluminum case, .093" thick. Face panels made from shatter resistant polycarbonate (Black, Dark Blue, Bright Blue, Violet, Maroon, Red, Dark Green, Green, custom colors available).
ELECTRONICS	100% solid state, microprocessor controlled system.
SERVICING	Front access for ease of servicing. Plug in modules for ease of replacement.
MICROPROCESSOR CONTROL CONSOLE	Extruded Aluminum, high impact low profile microprocessor control console, latest state of the art, user friendly. Size: 13.25" wide x 5" high x 9" deep. Weights: 6 lbs. Microprocessor to be supplied with 25 feet of cable (hardwire). Microprocessor control console with membrane keyboard provides for direct entry of all information. Radio Control is available.
JUNCTION BOX	One junction box 5" x 3" with cover and plug. (Hardwire)
DATA CABLE	Twisted pair, direct burial RJ45 Connectors.
POWER REQUIREMENTS	115 VAC, 60 Hz Minimum one 20A circuit is recommended.
INSTALLATION	May be installed on two posts. Mounting brackets are supplied with scoreboard.
WEIGHT	Net 210 lbs. / Shipping 260 lbs.
WARRANTY	Five year guarantee against defects in materials and workmanship. Factory repair service for parts in warranty. Union label.

OUTDOOR SCOREBOARD
8414 FOOTBALL



OVERALL DIMENSION	6' high x 14' wide x 4.75" deep.
INFORMATION DISPLAYED	Game Time, Home Score, Guest Score, Time Outs Left, Down, To Go, Ball On, Quarter
DIGITS	Bright Red, 7-Segment LEDs
TIMER	21" High Digits, Shall register 0:00 - 99:59
SCORING	18" High Digits, Shall register 0-99.
QUARTER	18" High Digits, Shall register 1-4.
DOWN	18" High Digits, Shall register 1-4.
TO GO	18" High Digits, Shall register 1-99.
BALL ON	18" High Digits, Shall register 1-99.
CAPTIONS	White vinyl captions.
CONSTRUCTION	4" extruded aluminum case, .093" thick. Face panels are 22 GA Galvaneal, finished in choice of colors (Black, Dark Blue, Bright Blue, Violet, Maroon, Red, Dark Green, Green, custom colors available).
ELECTRONICS	100% solid state, microprocessor controlled system.
SERVICING	Front access for ease of servicing. Plug in modules for ease of replacement.
MICROPROCESSOR CONTROL CONSOLE	Extruded Aluminum, high impact low profile microprocessor control console, latest state of the art, user friendly. Size: 13.25" wide x 5" high x 9" deep. Weights: 6 lbs. Microprocessor to be supplied with 25 feet of cable (hardwire). Microprocessor control console with membrane keyboard provides for direct entry of all information. Radio Control is available.
JUNCTION BOX	One junction box 5" x 3" with cover and plug. (Hardwire)
DATA CABLE	Two (2) twisted pair, direct burial.
POWER REQUIREMENTS	115 VAC. One 20A circuit is recommended.
INSTALLATION	May be installed on two posts. Mounting brackets are supplied with scoreboard.
WEIGHT	Net 350 lbs. / Shipping 450 lbs.
WARRANTY	Five year guarantee against defects in materials and workmanship. Factory repair service for parts in warranty. Union label.

287320

Custom MP-8414 Baseball



DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For window requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. *The Everbrite logo and designs portrayed on this template are exclusive property of Everbrite, LLC. Use of or duplication in any manner without approval by Everbrite, LLC, is prohibited.

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Please read carefully, check appropriate box and fax back to Everbrite:

☐ Sketch OK as is

☐ New sketch required

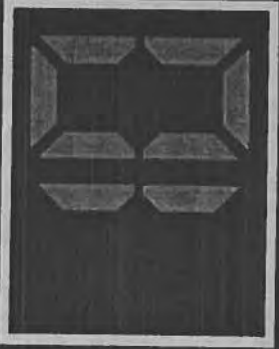
CUSTOMER: SCOREBOARDS		DESCRIPTION:
PROJECT #: 287320-2.fs	SCALE:	
DATE: 9/13/2012	DRAWN BY: Tricia Larson	
LOCATION & SITE NUMBER		
		REVISED:
		SIGNATURE
		DATE

287320

Custom MP-8414 Soccer

HOME



GUEST


S.O.G.






KICKS




DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. This logo and design are the property of Everbrite, LLC. Use of, or duplication in any manner without express written permission of Everbrite, LLC is prohibited.



CUSTOMER: SCOREBOARDS		DESCRIPTION:	
PROJECT #: 287320-2.fs		SCALE:	
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		REVISION:	
		REVISION:	
		DATE:	

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Please read carefully, check appropriate box and fax back to Everbrite:

☐ Sketch OK as is
☐ New sketch required

ALL AMERICAN

SCOREBOARDS

TM



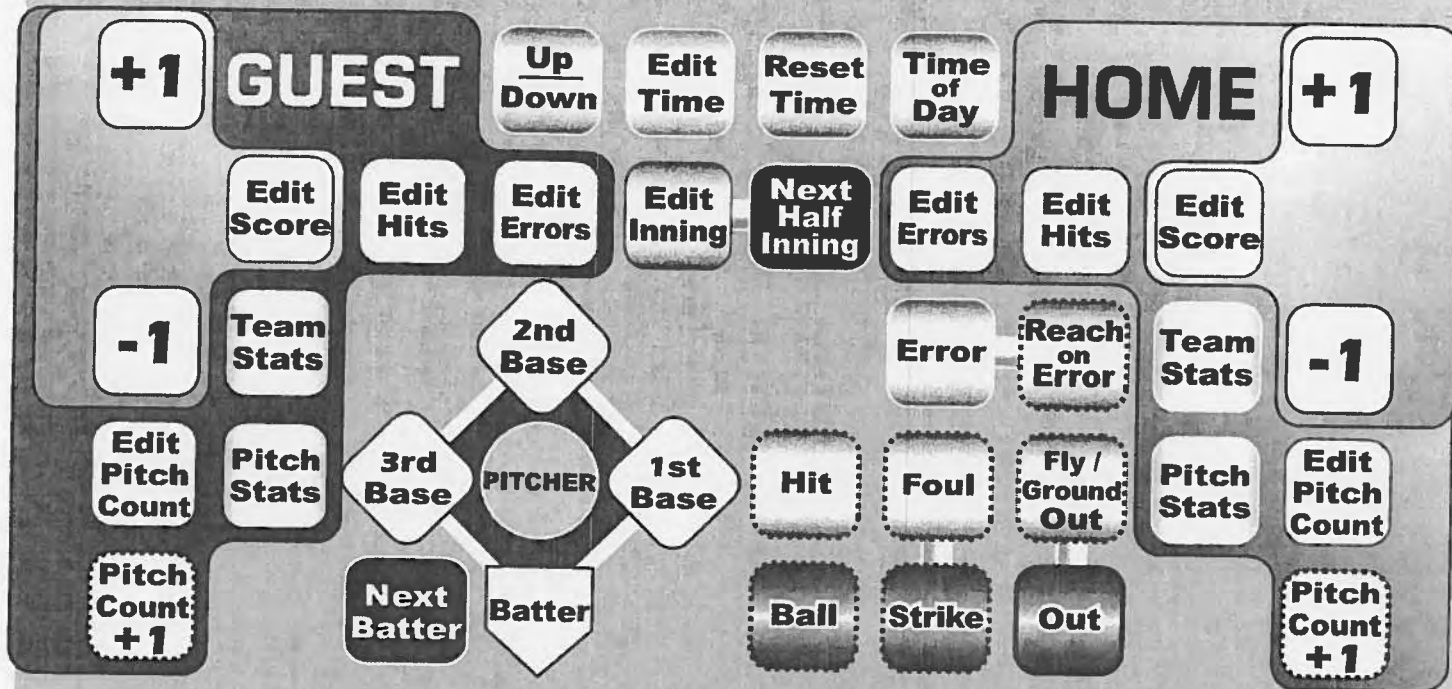
**8000 SERIES
SCOREBOARDS**

www.AllAmericanScoreboards.com

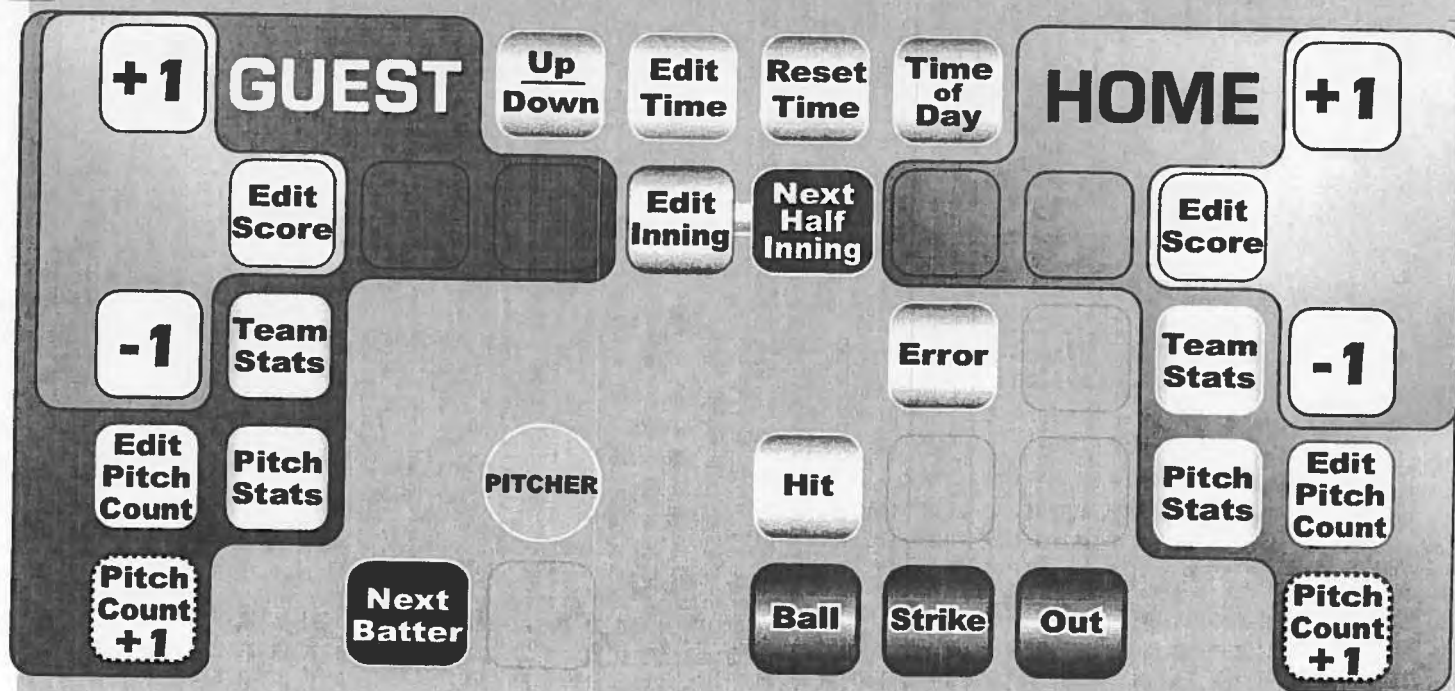
BASEBALL

SCOREBOARDS

Console Firmware 2.*+
rev. 1/26/2012



Baseball Scoreboard



Blank Keys Still Active - Basic Baseball Scoreboard - Turn Off Auto Pitch Count

+1	HOME	Up Down	Edit Time	Reset Time	Half Reset	GUEST	+1
	Edit Score					Edit Time Out	Edit Score
-1						Time Out -1	-1
	Edit Corner Kicks		Half				
	Corner Kicks +1		Edit S.O.G.			Edit S.O.G.	Edit Corner Kicks
			Shots on Goal +1			Shots on Goal +1	Corner Kicks +1

Soccer Scoreboard

+1	HOME	Up Down	Edit Time	Reset Time	Half Reset	GUEST	+1
	Edit Score					Edit Time Out	Edit Score
-1						Time Out -1	-1
	Edit Corner Kicks		Half				
	Corner Kicks +1		Edit S.O.G.			Edit S.O.G.	Edit Corner Kicks
			Shots on Goal +1			Shots on Goal +1	Corner Kicks +1

Soccer Scoreboard

Cheyenne Electric Inc.
Lic# 624336

4425-C Treat Blvd., Ste 107
Concord, CA 94521

Tx 925-566-8226 Fx 925-566-8228
www.cheyenneelectricinc.com

1 / 14 / 12

City of Clayton
6000 Heritage Trail
Clayton, Ca. 94517

Attn: Mark Janney

Project: Scoreboard Electrical

PRICE QUOTE

1.) Furnish and install electrical work for (3) scoreboards:

- * (3) Remove existing enclosures at back-stop locations
- * (3) New 12x12x6 Stainless Steel Enclosures with Lockable Hinged Covers
- * (3) New GFCI protected convenience outlets
- * (3) New on-off toggle switches
- * (3) New ½ x 8 ft. ground rods & #6 bare solid copper wire per scoreboard detail
- * (3) Relocate existing disconnect switches for scoreboards as required for new layout
- * (1) Repair broken conduit at scoreboard location #2
- * (3) Provide new seal-tight whip / wires from disconnect to new scoreboard as / if required
- * (3) Final power connection to scoreboard

Excluded Items:

- A.) Scoreboards and / or installation
- B.) Power circuit upgrades / additions if required (use existing circuitry)
- C.) Permit fee if required

Total item No. 1 excluding A,B,C.....\$4,300.00

Deduct Alternate:

Provide standard Nema 3R Rain-tight Enclosures in Lieu of Stainless Steel.....(\$1,700.00)

Should you have any questions, please call.

Thank you,


Mike Henry
President
CEI

925-595-4895

Agenda Date: 9-18-12
Agenda Item: 9.C

**No written staff report for
this item.**



Agenda Date: 9-18-12

Agenda Item: 6a

Approved:

Gary A. Napper,
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: September 18, 2012

SUBJECT: Consider A Resolution, as the Clayton Successor Agency, to Approve and Adopt an Amended 3rd Recognized Obligation payment Schedule (ROPS III), Pursuant to the Dissolution Act

RECOMMENDATION

It is recommended the City Council, serving as the Successor Agency, adopt the attached Resolution approving an Amended 3rd Recognized Obligation payment Schedule (ROPS III) for the time period of January 1, 2013 through June 30, 2013, pursuant to Section 31471(h) and 34177(l)(1) of the California Redevelopment Law – the Dissolution Act.

BACKGROUND

On February 1, 2012, redevelopment agencies throughout the state were dissolved pursuant to Assembly Bill 1X 26. All of the non-housing assets and obligations of the former Redevelopment Agency of the City of Clayton were transferred by operation of law to the Successor Agency of the City of Clayton. Health and Safety Section 34179 provides for establishment of an Oversight Board to oversee the closeout and wind down of the former redevelopment agency. Part of the duties include review and approval to submit Recognized Obligation Payment Schedules (ROPS) to the Department of Finance and the County Controllers Office.

The Successor Agency and the Oversight Board is required to review and take action on the Recognized Obligation Payment Schedule (ROPS III) of the former Redevelopment Agency of the City of Concord for January 1 through June 30, 2013. The Successor Agency approved the ROPS III on July 17, 2012 and the Oversight Board approved ROPS III on July 26, 2012. Shortly thereafter the Successor Agency staff transmitted the 3rd ROPS to the DOF, County and posted the City web site. However subsequent to those actions, on August 2, 2012 the California Department of Finance (DOF) changed its form and required additional content to be included on ROPS III and future ROPS. As a result, staff is requesting the Successor Agency and Oversight Board to approve an amended ROPS III using the new Department of Finance form and guidelines. Once approved by the Successor Agency and the Oversight Board, the Successor Agency staff will forward the amended ROPS III to DOF for its review and approval.

Once approved by the DOF, ROPS III will be in place for the Successor Agency to make payments on agreements and other obligations of the former Redevelopment Agency for that period of time.

Pursuant to the Dissolution Act, the Successor Agency on February 21, 2012, and Oversight Board on April 15, 2012 approved the ROPS I for February 1 - June 30, 2012. The Successor Agency on April 17, 2012, and the Oversight Board on April 26, 2012, approved ROPS II for the period of July 1 - December 31, 2012. Both of these were transmitted to the State and County.

On June 27, 2012, the Governor signed into law AB 1484 which modified the dissolution law affecting the winding down of redevelopment agencies throughout the State. As part of this new law, successor agencies are required to submit an Oversight Board approved ROPS III to the DOF by September 1, 2012. The DOF has 45 days to review the approved ROPS and make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligation no later than 45 days after the ROPS is submitted.

The Successor Agency on July 17, 2012 and the Oversight Board on July 26, 2012 approved the ROPS III. Shortly thereafter the Successor Agency staff transmitted the 3rd ROPS to the DOF, County and posted it to the City web site.

On August 2, 2012, the DOF issued notice to successor agencies that it was providing a revised ROPS that successor agencies must use to report ROPS III and for all future ROPS. The previous actions by the Successor Agency and the Oversight Board on the ROPS III used the old form which is not acceptable to the DOF, and requires action to review and approve the new form (Amended 3rd ROPS)

Changes to DOF's previous ROPS version include:

- Agencies must report actual amounts paid with Redevelopment Property Tax Trust Fund (RPTTF) from the previous period (January 2012 through June 2012).
- Agencies must report anticipated RPTTF funding for the current period (January 2013 through June 2013).
- All enforceable obligations must now be listed on one form regardless of funding source or project area, with funding sources delineated on the form.
- Agencies are no longer required to report monthly enforceable obligations estimates. Instead only the six-month estimated amounts are required.
- Funding source columns have been designated.
- A column for contract/agreement termination date has been added.
- Costs for new required due diligence review to be included.
- A Notes form is now available for agencies to provide additional and necessary information related to the enforceable obligations listed on the ROPS.
- Requires certification statement signature of the Oversight Board Chair.

DISCUSSION

The Successor Agency is responsible for administering the payments appearing on the proposed ROPS, subject to the approval of the Oversight Board, which is charged with approving ROPS.

The new ROPS III has been completed as directed by DOF. As stated in this report, ROPS III now shows new information from previous ROPS aside from showing enforceable obligations for the specific reporting period. In particular, ROPS III shows actual expenditures for ROPS I (Period of January through June 2012) versus amount received. This reconciliation provides DOF the opportunity to withhold certain amount of funds for ROPS III equal to the amount of funds that have not been spent during ROPS I. It also includes costs for the new mandated due diligence review established in AB1484. In summary the new form shows:

- The Redevelopment Agency received \$2,755,501 in tax increment that was distributed in December 2011 prior to the dissolution of the Agency. The DOF approved ROPS I in the total amount of \$1,467,626, which was less than the tax increment distributed in December. The Successor Agency's actual expenditures during the January through June 2012 period were \$1,159,946 on ROPS obligations plus another \$250,000 in administrative expenses. A surplus remains of \$57,680 which will reduce the payment from the Redevelopment Obligation Retirement Fund for costs shown on ROPS III.
- ROPS III shows a total of \$414,362 in estimated obligations to be funded during the period from January through June 2013. Based on information provided by the County Auditor Controller, gross property taxes are estimated at \$4.7 million for 2012-13. The County will need to deduct pass through payments and their administrative costs, which should leave around \$1.2 million available to fund the ROPS III obligations. The County typically pays 55 percent (\$660,000) of this amount in January, so there should be sufficient cash available to fund the ROPS III obligations.
- Costs of \$10,000 for a new mandate created by the AB 1484 whereby successor agencies are to engage licensed accountants to undertake a due diligence review of all encumbered and unencumbered low and moderate income housing fund assets and are to state whether or not those assets are encumbered by enforceable obligations. This report is to be submitted to DOF by October 1, 2012. Additionally there is a similar due diligence requirement for all other funds that is to be submitted to the DOF by December 15, 2012. The estimated cost of these reviews is \$10,000.

The proposed resolution directs staff to cooperate with DOF to the extent necessary to obtain DOF's acceptance of ROPS III. This includes, if necessary, making modifications to ROPS III determined by the Successor Agency's City Manager to be reasonable and financially feasible to meet its legally required financial obligations.

FISCAL IMPACT

Once approved by the DOF, ROPS III will be in place for the Successor Agency to make payments on agreements and other obligations of the former Redevelopment Agency for the period of time January 1, 2013 through June 30, 2013. Absence this approval the Successor Agency is not allowed to make such payments.

CONCLUSION

Staff recommends that the Successor Agency adopt the attached Resolution, approving the Amended 3rd Recognized Obligation Payment Schedule (ROPS III).

Attachments:

- Resolution __-2012
- Amended 3rd Recognized Obligation Payment Schedule (ROPS III)

Laura\staff report\amended 3rd rops successor agency

RESOLUTION NO. - 2012

**A RESOLUTION OF THE CITY OF CLAYTON, CALIFORNIA,
ACTING AS THE SUCCESSOR AGENCY TO THE FORMER
CLAYTON REDEVELOPMENT AGENCY, APPROVING AND
ADOPTING AN AMENDED 3RD RECOGNIZED OBLIGATION PAYMENT
SCHEDULE (ROPS III) FOR THE TIME PERIOD OF JANUARY 1, 2013
THROUGH JUNE 30, 2013, PURSUANT TO SECTION 31471(h) AND
34177(l)(1) OF THE CALIFORNIA REDEVELOPMENT LAW**

**THE CITY COUNCIL (AS SUCCESSOR AGENCY)
City of Clayton, California**

WHEREAS, Section 34177(l)(2) of the Health and Safety Code requires the Successor Agency to the Redevelopment Agency of the City of Clayton ("Successor Agency") to submit to the State Department of Finance ("DOF"), the State Controller, and the Contra Costa County Auditor-Controller ("County Auditor") for review, a Recognized Obligation Payment Schedule for the period January 1 through June 30, 2013 ("ROPS") that has been reviewed and approved by the Oversight Board for the Successor Agency City of Clayton ("Board"); and

WHEREAS, Section 34177(m) of the Health and Safety Code requires that the 3rd ROPS be submitted, after approval by the Oversight Board, no later September 1, 2012; and

WHEREAS, in accordance with that requirement, the City Council, serving as the Successor Agency, on July 22, 2012 did adopt the 3rd ROPS for the Successor Agency. The Oversight Board approved the 3rd ROPS at their meeting of July 26, 2012, and, City staff posted on its web site and filed the 3rd ROPS for the Successor Agency for the City of Clayton with the State Dept. of Finance and the Contra Costa County Controllers - Auditors office by the statutory deadline of September 1, 2012; and

WHEREAS, on August 2, 2012, subsequent to the Successor Agency and Oversight Board public meetings and actions, the Department of Finance promulgated a new form for the ROPS, requiring additional information not included in the ROPS considered and approved by the Successor Agency and Oversight Board; and

WHEREAS, Successor Agency staff has prepared an amended 3rd ROPS with the new form and information now required by Department of Finance, and submitted it to the Successor Agency for review and approval at its September 18, 2012 meeting, and have provided a copy of the amended 3rd ROPS to the County Administrative Officer, the County Auditor and DOF, all as required pursuant to Health and Safety Code Section 34177(l)(2)(B).

WHEREAS, under Title 14 of the California Code of Regulations, Section 15378(b)(4), the approval of the ROPS is exempt from the requirements of the California

Environmental Quality Act ("CEQA") in that it is not a project, but instead consists of the continuation of an existing governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program because it merely lists enforceable obligations previously entered into and approved by the former Clayton Redevelopment Agency; and

WHEREAS, the Clayton City Council, serving as the Successor Agency, at its September 18, 2012 meeting, reviewed and duly considered the Staff Report, the proposed Amended 3rd Recognized Obligation Payment Schedule (ROPS III), plus documents and other written evidence presented at the meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, serving as the Successor Agency, does hereby find the above Recitals are true and correct and have served, together with the supporting documents, as the basis for the findings and approvals set forth below.

BE IT FURTHER RESOLVED that the City Council does hereby approve and adopt the Amended 3rd Recognized Obligation Payment Schedule (ROPS), for the Period of January 1, 2013- June 30, 2013, attached hereto as "Attachment 1" and incorporated herein as if fully set forth in this Resolution.

BE IT FURTHER RESOLVED that the City Council, serving as the Successor Agency, authorizes and directs its City Manager or the City Manager's designee to: (1) post the Amended 3rd Recognized Obligation Payments Schedule (Attachment 1) on the City's website; (2) designate a City representative to whom all questions related to the Amended 3rd Recognized Obligation Payment Schedule can be directed; (3) notify, by mail or electronic means, the County Auditor-Controller, the State Department of Finance, and the State Controller of the Successor Agency's action to adopt the Amended 3rd Recognized Obligation Payment Schedule (ROPS) and to provide those persons with the internet website location of the posted schedule and the contact information for the City's designated contact; and (4) to take such other actions and execute such other documents as are appropriate to effectuate the intent of this Resolution and to implement the Recognized Obligation Payment Schedule on behalf of the Successor Agency and City, including if necessary, making modifications to the amended ROPS III determined by the Successor Agency's City Manager to be reasonable and financially feasible to meet its legally required financial obligations.

BE IT FURTHER RESOLVED that if any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or of Attachment 1, or any part thereof is for any reason held to be unconstitutional, invalid or ineffective, such decision shall not effect the validity or effectiveness of the remaining portions of this Resolution, Attachment 1 or any part thereof. The City Council, acting as the Successor Agency, hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or of Attachment 1 irrespective of the fact that one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective. To this end the provisions of this Resolution and of Attachment 1 are declared to be severable.

AND BE IT FURTHER RESOLVED that this Resolution shall and does take immediate effect upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California at a regular public meeting thereof held on the 18th of September 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA
serving as the Clayton Successor Agency

Howard Geller, Mayor

ATTEST:

Laci J. Jackson, Clerk

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: Clayton Redevelopment Agency

		Total Outstanding Debt or Obligation
Outstanding Debt or Obligation		\$ 7,968,337
Current Period Outstanding Debt or Obligation		Six-Month Total
A	Available Revenues Other Than Anticipated RPTTF Funding	22982
B	Enforceable Obligations Funded with RPTTF	266378
C	Administrative Allowance Funded with RPTTF	125002
D	Total RPTTF Funded (B + C = D)	391380
Total Current Period Outstanding Debt or Obligation (A + B + C = E) Should be same amount as ROPS form six-month total		\$ 414,362
E	Enter Total Six-Month Anticipated RPTTF Funding	
F	Variance (D - E = F) Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding	\$(391,380)
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))		
G	Enter Estimated Obligations Funded by RPTTF (Should be the same amount as RPTTF approved by Finance, including admin allowance)	
H	Enter Actual Obligations Paid with RPTTF	
I	Enter Actual Administrative Expenses Paid with RPTTF	
J	Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	0
K	Adjustment to RPTTF	\$ 391,380.00

Certification of Oversight Board Chairman:
 Pursuant to Section 34177(m) of the Health and Safety code,
 I hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named agency.

 Name
 Title

 Signature
 Date

Pursuant to Health and Safety Code section 34186 (a)

[illegible]

RECOGNIZED OBLIGATION PAYMENT SCHEDULE: 1998-2000

[illegible]

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)
January 1, 2013 through June 30, 2013

Oversight Board approval on 7/26/12 will require additional approval as the successor agency due diligence review was not included in original ROPS III as it was added subsequent to our initial ROPS III as was the entire format

[illegible]