



AGENDA

REGULAR MEETING

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CLAYTON CITY COUNCIL

TUESDAY, March 5, 2013

7:00 p.m.

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

Mayor: Julie K. Pierce
Vice Mayor: Hank Stratford

Council Members

Jim Diaz
Howard Geller
David T. Shuey

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail on Monday prior to the Council meeting.
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.ci.clayton.ca.us
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours.
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7304.

*** CITY COUNCIL ***

March 5, 2013

7:00 P.M.

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

2. **CLOSED SESSION** –None.

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

4. **CONSENT CALENDAR**

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

(a) Approve the minutes of the regular meetings of February 5, 2013 and February 19, 2013. ([View Here](#))

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

(c) Adopt a Resolution awarding a 3-year contract (with options for three 1-year extensions) to D&H Landscaping in the amount of \$138,600 (\$46,200/year) for abatement of noxious weeds in the Oakhurst open space parcels, funded by the Citywide Landscape Maintenance District (CFD 2007-1). ([View Here](#))

(d) Adopt a Resolution approving a proposed adjustment in the City's 2010 Census Urbanized Area Boundary for the Metropolitan Transportation Commission's purposes. ([View Here](#))

(e) Approve the rejection of a liability claim filed against the City by Mr. Eric Feldhusen. ([View Here](#))

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Presentation of a Proclamation declaring March 2013 as "American Red Cross Month" in the City of Clayton. ([View Here](#))

(b) Presentation by District Attorney Mark Peterson regarding areas of mutual concern.

6. **REPORTS**

(a) Planning Commission – Commissioner Dave Bruzzone.

(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

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) Consideration of a Resolution awarding contract to MCK Services, Inc. in the amount of \$1,380,034.35 as low bidder for the City's 2013 Neighborhood Street Repaving Project (CIP No. 10417) with inclusion of deductive bids for the resurfacing of public parking lots at City Hall, the Clayton Community Library and Lydia Lane Park, and repaving designated segments of Clayton's Trail System. (City Engineer) ([View Here](#))

Staff recommendation: Following staff presentation and public comment, that Council adopt the Resolution awarding contract to MCK for the 2013 Neighborhood Street Repaving Project (CIP No. 10417) to include the deductive bid work and additional Trails System segment within the Landscape Maintenance District budget of \$50,000; and further instruct staff to prepare for approval an allocation of \$90,000 from the Clayton Financing Authority for payment of the public parking lots resurfacing.

- (b) Consider the analysis report prepared by Brandis Tallman, LLC on the options to retire the City's CalPERS Unfunded Side-Fund Liability for its Tier 1 Pension Plan (Public Safety and Miscellaneous contracts). ([View Here](#)) (City Manager and Ms. Nicki Tallman)

Staff recommendation: Following staff presentation and public comment, it is recommended the City Council take no action to retire the CalPERS Side Fund liability at this time due to results of the independent cost-analysis.

- (c) Consider a staff report on estimated energy savings for retrofitting the water/geyser pumps on the Clayton Fountain (Landscape Maintenance District). (Maintenance Supervisor Mark Janney) ([View Here](#))

Staff recommendation: Following staff report and public comment, that Council provide any policy direction to staff or submit requests for review to its Trails and Landscaping Committee.

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

11. **ADJOURNMENT**– the next regularly scheduled City Council meeting is March 19, 2013.

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

TUESDAY, February 5, 2013

Agenda Date: 3-5-13

Agenda Item: 4.a

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Pierce in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Pierce, Vice Mayor Stratford, Councilmembers Diaz, Geller, and Shuey. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, and Office Assistant Jessica Boscacci.

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

3. **CONSENT CALENDAR-** It was moved by Councilmember Shuey, seconded by Vice Mayor Strafford, to approve the Consent Calendar as submitted (Passed; 5-0 vote).
 - (a) Approved the minutes of the regular meeting of January 15, 2013.
 - (b) Approved Financial Demands and Obligations of the City.
 - (c) Approved the declaration of property surplus to the City's needs (2004 Ford Crown Victoria) and authorization for the City Manager to dispose of the vehicle by public auction.
 - (d) Adopted Resolution 04-2013 establishing a Council Policy for recordation of its closed session meetings.
 - (e) Approved the purchase of a 2011 (demo model) Toro GM 360 mower with trailer from Turf Star in the amount of \$24,317.02 through state competitive bid (CMAS) using funds in the approved FY 2012-13 Capital Equipment Replacement Fund.

4. **RECOGNITIONS AND PRESENTATIONS**
 - (a) Certificates of Recognition to "Do The Right Thing" public school students exemplifying the character trait of "Kindness".

Mayor Pierce and Mt. Diablo Elementary School teachers Ms. Reyes, Ms. Osterkamp, and Ms. Davis recognized students Danica Gibson and Jeremy Oviedo.

Mayor Pierce and Diablo View Middle School Principal Patty Banister recognized Georgia Moraes and Walid Gardizi.

Mayor Pierce and teacher Kat Marzel recognized Clayton Valley Charter High School students Haley Jackson, Brittany Shankel, Amy Harris, Sara Kommer, Hailee Thompson, and Justin Rogers.

- (b) Presentation by Contra Costa County Librarian Barbara Flynn regarding the 100th anniversary of the Contra Costa County Library.

Ms. Flynn stated in November the Library received a Gold Medal award and an \$84,000 grant. She noted the Contra Costa Library will be celebrating its 100th birthday on July 21, 2013, at Pleasant Hill Park to commemorate 100 years of service to the community. Lastly, she noted the Contra Costa County Library is currently working on updating their Strategic Plan.

- (c) Recognitions of Appreciation to outgoing City Trails and Landscaping Committee members Kelly Marshall and Jake Pauline. The recognitions will be delivered to the Committee members as they were not present to receive their awards.

5. **REPORTS**

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) The City Manager had no report.
- (d) City Council

Councilmember Diaz attended the 10th anniversary celebration of Diamond Terrace and the Contra Costa County Fire District Board meeting held on February 4, 2013.

Vice Mayor Stratford stated the East Contra Costa County Habitat Conservation Board approved the purchase of additional real property and is working on the 2nd fee audit for the Habitat Conservation Program. He also stated the “Do The Right Thing” program is focusing on “Self-Discipline” for January and February.

Councilmember Geller attended the Fire District Board meeting on February 4, 2013 and will be attending its follow up meeting held on February 15, 2013. He also attended the CBCA meeting and a City goal setting meeting prior to this meeting.

Councilmember Shuey attended meetings for the Charter High School which is in the process of expanding for the 2013-2014 school year. He stated eligible Clayton students have been put into a drawing and have priority over outside students.

Mayor Pierce attended the East Bay League of Cities meeting, a Transportation Authority meeting, Diamond Terrace's 10th Anniversary, and an Economic Development Ad-hoc Sub-Committee meetings. She noted there are prospective developers looking into expanding and developing parts of Clayton's downtown.

- (e) Other – None.

6. **PUBLIC COMMENTS** – None.

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

- (a) Consideration of recommended citizen appointments to vacancies on the Clayton Trails and Landscaping Committee for two-year terms of public office expiring on December 31, 2015.

Following a report by the Council Ad-Hoc Interview Committee concerning the candidates and receipt of no public comments.

It was moved by Vice Mayor Stratford, seconded by Councilmember Geller to appoint all five applicants (Bob Steiner, Ted Sudderth, Donald Fitzgerald, Ryan Lowe, and Clayton Smith) to the Trails and Landscaping Committee (Passed; 5-0 vote).

- (b) Consideration of the Second Reading and Adoption of Ordinance No. 443 enacting standardized deposit and filing fee for municipal election candidates in the Clayton Municipal Code.

The City Manager gave a brief summary of the Ordinance's purpose.

No public comments were received.

It was moved by Councilmember Shuey, seconded by Vice Mayor Stratford, to have the City Manager read Ordinance No. 443 by title and number only and waive further reading (Passed; 5-0 vote).

The City Manager read Ordinance No. 443 by title and number only.

It was moved by Vice Mayor Stratford, seconded by Councilmember Geller, to adopt Ordinance No. 443 (Passed; 5-0 vote).

- (c) Council Member request for the City Council to consider paying off its California Public Employee's Retirement System (CalPERS) Side-Fund unfunded liability related to public pension system obligations for the City's Public Safety and Miscellaneous Employees Tier 1 Plans.

Councilmember Geller explained his purpose and interest in pursuing this idea as it saved several other cities significant monies. He also noted there is a financial company (Brandis Tallman) willing to perform the City's analysis for free.

Vice Mayor Stratford commented that rather than incur issuance costs for retirement of the debt by bond issuance, he would prefer an analysis of using General Fund reserves to pay-off the debt and institute a repayment plan to replenish the General Fund Reserve.

The Council discussed the options as presented in the staff report.

Mayor Pierce suggested using an RFP to analyze for cost of issuance for a bond.

It was moved by Vice Mayor Strafford, seconded by Councilmember Geller, to get a cost analysis for refinancing from Bradman Tallis and also have staff look at the savings for having the City take the money from the General Fund Reserve (Passed; 5-0 vote).

- (d) Summary Report from the initial Fire Services Ad-Hoc Committee and Council meeting held on February 4, 2013 and discussion of actions and structure moving forward.

Mayor Pierce opened up the item for Public Comments.

Steve Chandler suggested moving forward to gather information on the cost for operating Fire Station 11 and stated he will willing to participate on a committee.

Darren Olson stated he would like the Council to move forward with the sub-committee to find a way to re-open Station 11 with 24 hour service and he is willing to participate.

It was moved by Councilmember Shuey, seconded by Councilmember Diaz, to have the ad-hoc committee move forward and to have a letter sent from the Council to the other cities affected by the Fire Station Closure, and to the Fire Board to ask about broadening the representation on the Board or by an advisory committee of other city representatives in the District (Passed; 5-0 vote).

9. **RECESS THE COUNCIL MEETING** – Mayor Pierce recessed the meeting at 8:59 p.m.
10. **CALL BACK TO ORDER THE CITY COUNCIL MEETING** – Mayor Pierce called the meeting back to order at 9:27 p.m.
11. **CLOSED SESSION-** On call by Mayor Pierce the Council adjourned into Closed Session for the following purpose:
- (a) *Government Code Section 54956.8, Conference with Real Property Negotiator Real Properties: 1005 and 1007 Oak Street, Clayton, CA (APNs 119-050-034; 119-050-009; 119-050-008). Instructions to City Negotiator (City Manager) concerning terms and conditions.*
Negotiating Party: Mr. George Chen.
- 10:06 p.m.- Report out of Closed Session:** Mayor Pierce reported the Council received a report, gave instructions to its negotiator and there was no public action to report.
12. **COUNCIL ITEMS** – limited to requests and directives for future meetings.
13. **ADJOURNMENT**– On call by Mayor Pierce the meeting adjourned at 10:07 p.m.

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Respectfully submitted,

Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

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

TUESDAY, February 19, 2013

Agenda Date: 3-5-13

Agenda Item: 4a

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:47 p.m. by Mayor Pierce in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Pierce, Vice Mayor Stratford, Councilmembers Diaz and Geller. Councilmember absent: Councilmember Shuey. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, and City Clerk Laci Jackson

2. **CLOSED SESSION**- On call by Mayor Pierce the Council adjourned into Closed Session for the following purpose:

- (a) Conference with Legal Counsel, Existing Litigation
Government Code Section 54956.9(a), City of Brentwood, et al. v. Robert Campbell
Case No. MSN11-1029, Contra Costa County Superior Court.

7:06 p.m. **Report out from Closed Session** – Mayor Pierce reported the Council authorized the City's participation in a conditional appeal of the trial courts judgment regarding this case.

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

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

- (a) Approved the minutes of the special meetings on January 31, 2013, February 4, 2013, and February 5, 2013.
- (b) Approved Financial Demands and Obligations of the City.
- (c) Approved the change in membership of the City Council Ad-Hoc Committee on Fire Services (Council Members Jim Diaz and David Shuey).

5. **RECOGNITIONS AND PRESENTATIONS**

- (a) Presentation and Report by the Pacific Coast Farmers' Market (PCFMA) on the "Clayton Farmers' Market" held on Diablo Street in the Clayton Town Center.

Max Timms and John Silva from the PCFMA presented a powerpoint presentation about the Clayton Farmers' Market. Mr. Timms stated the Market will be in its 6th season and will start on May 11th. It is considered a medium size market with approximately 30 spaces.

Mayor Pierce thanked PCFMA for their work in holding the Clayton Farmers' Market.

6. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) The City Manager no report.
- (d) City Council

Councilmember Diaz attended Incident Command Systems (ICS) training for elected officials. He also attended the Fire District Board meeting and expressed concerns over fire station closure. Lastly, he attended the Windmill Canyon neighborhood watch program meeting.

Vice Mayor Stratford attended ICS training and the Mayors' Conference.

Councilmember Geller attended ICS training and the Mayors' Conference.

Mayor Pierce attended the Mayor's Conference, an ABAG meeting, a Transportation Authority meeting, a Joint meeting ABAG and MTC, the Historical Society's Camellia Tea, and the Fire District Board meeting. She noted County Supervisors are angry with the way things are being handled at the Fire District but direction was given to call a meeting of all of the cities in District. Lastly, she attended the Mayors' Conference and a Transpac meeting.

- (e) Other – None.

7. PUBLIC COMMENTS – None.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Consideration of the City's Annual Report concerning the City's levy, collection and disposition of development impact mitigation fees during FY 2010-2011, in compliance with *California Government Code* (AB 1600).

The Assistant to the City Manager presented the staff report stating it is required after the City's financial audit is complete. She stated this report is for the FY 2010-2011. She stated the City has a number of impact fees but since development is down there has been no real revenue collection and most of the changes in the funds are interest earnings. She noted impact fee revenues from Diablo Estates would be documented in the FY 2011-2012 report. She noted the childcare fee has a positive balance of \$36,986 and the intention is to eventually use that money at the Clayton Community Gym for its stated purpose. She stated there is still a nexus between the fees and their need to make improvements.

No public comments were received.

It was moved by Vice Mayor Stratford, seconded by Councilmember Diaz, to adopt Resolution 05-2013 with findings there is a reasonable relationship between current needs for the development impact mitigation fees and the purposes for which they were originally levied and collected (Passed; 4-0 vote).

10. **COUNCIL ITEMS** – None.

11. **ADJOURNMENT**– on call by Mayor Pierce the meeting adjourned at 7:40 p.m.

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Respectfully submitted,

Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Julie K. Pierce, Mayor



Agenda Date 3/5/2013

Agenda Item: 4b

STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MERRY PELLETIER, FINANCE MANAGER

DATE: 3/5/2013

SUBJECT: INVOICE SUMMARY

RECOMMENDATION:

Approve the following Invoices:

3/1/2013 Cash Requirements Report	\$270,921.86
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3/1/2013 US Bank - Cal Card	\$ 10,321.84
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Total:	\$281,243.70
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Attachments:

Cash Requirements Report dated 3/1/2013 (4 pages)

US Bank – Cal Card Statement (1 page)

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
All City Management Services, Inc.								
All City Management Services, Inc.	3/5/2013	1/28/2013	30107	school crossing guard svcs 1/13-1/26/13	\$418.50	\$0.00		\$418.50
All City Management Services, Inc.	3/5/2013	2/11/2013	30277	school crossing guard svcs 1/27-2/9/13	\$418.50	\$0.00		\$418.50
				Totals for All City Management Services, Inc.:	\$837.00	\$0.00		\$837.00
AT&T/ CalNet 2								
AT&T/ CalNet 2	3/5/2013	2/22/2013	4130821	Billing Month 1/22/13-2/21/13	\$1,808.69	\$0.00		\$1,808.69
				Totals for AT&T/ CalNet 2:	\$1,808.69	\$0.00		\$1,808.69
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	3/5/2013	2/11/2013	0291009-IN	driving gloves and yield sign	\$121.19	\$0.00		\$121.19
				Totals for Bay Area Barricade Serv.:	\$121.19	\$0.00		\$121.19
Blackbaud								
Blackbaud	3/5/2013	2/15/2013	4591411 SX	1099 forms	\$58.37	\$0.00		\$58.37
				Totals for Blackbaud:	\$58.37	\$0.00		\$58.37
CalPERS Health								
CalPERS Health	3/5/2013	2/15/2013	904	March Medical Premiums	\$33,303.19	\$0.00		\$33,303.19
				Totals for CalPERS Health:	\$33,303.19	\$0.00		\$33,303.19
CalPERS Retirement								
CalPERS Retirement	3/5/2013	2/20/2013	2/17/13	PPE 2/17/13 Pay 2/20/13	\$19,463.65	\$0.00		\$19,463.65
CalPERS Retirement	3/5/2013	2/20/2013	2/17/13	PPE 2/17/13 Pay 2/20/13	\$712.09	\$0.00		\$712.09
				Totals for CalPERS Retirement:	\$20,175.74	\$0.00		\$20,175.74
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	3/5/2013	2/15/2013	1253501	Konica Contract 1/15/13-2/14/13	\$314.84	\$0.00		\$314.84
				Totals for Caltronics Business Systems, Inc.:	\$314.84	\$0.00		\$314.84
CCC Sheriff - Forensic Svc Div (Lab)								
CCC Sheriff - Forensic Svc Div (Lab)	3/5/2013	2/12/2013	CLPD-1301	general criminalistics/alcohol tests	\$3,150.00	\$0.00		\$3,150.00
				Totals for CCC Sheriff - Forensic Svc Div (Lab):	\$3,150.00	\$0.00		\$3,150.00
City of Concord								
City of Concord	3/5/2013	2/14/2013	31350	Veh Prop Release forms x100	\$23.00	\$0.00		\$23.00
City of Concord	3/5/2013	2/8/2013	31326	Vehicle Labor and Maintenance	\$1,530.76	\$0.00		\$1,530.76
City of Concord	3/5/2013	2/8/2013	31331	dispatch and router services - January 2013	\$13,285.00	\$0.00		\$13,285.00
				Totals for City of Concord:	\$14,838.76	\$0.00		\$14,838.76
Clayton Community Church								
Clayton Community Church	3/5/2013	3/1/2013	2142013	Deposit Refund	\$68,355.02	\$0.00		\$68,355.02
				Totals for Clayton Community Church:	\$68,355.02	\$0.00		\$68,355.02
Cole Supply Company								

City of Clayton

Cash Requirements Report

City Council Meeting 3/5/13

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Cole Supply Company	3/5/2013	1/11/2013	891996	LL333918 X 10 cases	\$459.74	\$0.00		\$459.74
				<i>Totals for Cole Supply Company:</i>	<i>\$459.74</i>	<i>\$0.00</i>		<i>\$459.74</i>
Comcast								
Comcast	3/5/2013	2/5/2013	3/1/13	High Speed Internet	\$392.50	\$0.00		\$392.50
				<i>Totals for Comcast:</i>	<i>\$392.50</i>	<i>\$0.00</i>		<i>\$392.50</i>
Contra Costa Transportation Authority								
Contra Costa Transportation Authority	3/5/2013	1/31/2013	Prop 111	Local Jurisdiction Share FY 2011/12 Congesti	\$566.00	\$0.00		\$566.00
				<i>Totals for Contra Costa Transportation Authority:</i>	<i>\$566.00</i>	<i>\$0.00</i>		<i>\$566.00</i>
Contra Costa Water Dist.								
Contra Costa Water Dist.	3/5/2013	2/6/2013	H	Irrigation	\$5,462.13	\$0.00		\$5,462.13
				<i>Totals for Contra Costa Water Dist.:</i>	<i>\$5,462.13</i>	<i>\$0.00</i>		<i>\$5,462.13</i>
Goldfarb & Lipman								
Goldfarb & Lipman	3/5/2013	2/15/2013	107552	Fees January 2013	\$98.00	\$0.00		\$98.00
				<i>Totals for Goldfarb & Lipman:</i>	<i>\$98.00</i>	<i>\$0.00</i>		<i>\$98.00</i>
Harun Simbirdi								
Harun Simbirdi	3/5/2013	2/11/2013	Internet	CERT Web/Internet Expenses 4/1/12-2/10/13	\$77.93	\$0.00		\$77.93
				<i>Totals for Harun Simbirdi:</i>	<i>\$77.93</i>	<i>\$0.00</i>		<i>\$77.93</i>
Health Care Dental Trust								
Health Care Dental Trust	3/5/2013	2/22/2013	March 2013	March Dental	\$3,312.72	\$0.00		\$3,312.72
				<i>Totals for Health Care Dental Trust:</i>	<i>\$3,312.72</i>	<i>\$0.00</i>		<i>\$3,312.72</i>
IntelliBridge Partners, LLC								
IntelliBridge Partners, LLC	3/5/2013	2/7/2013	182506	CDD Ken Craig	\$4,635.00	\$0.00		\$4,635.00
				<i>Totals for IntelliBridge Partners, LLC:</i>	<i>\$4,635.00</i>	<i>\$0.00</i>		<i>\$4,635.00</i>
Intl. Assoc. of Law Enforcement Firearms Instructors, Inc								
Intl. Assoc. of Law Enforcement Firearm	3/5/2013	1/4/2013	2013	2013 Renewal	\$55.00	\$0.00		\$55.00
				<i>Totals for Intl. Assoc. of Law Enforcement Firearms Instructors, Inc:</i>	<i>\$55.00</i>	<i>\$0.00</i>		<i>\$55.00</i>
J & R Floor Services								
J & R Floor Services	3/5/2013	3/1/2013	3012013	February Services	\$5,050.00	\$0.00		\$5,050.00
				<i>Totals for J & R Floor Services:</i>	<i>\$5,050.00</i>	<i>\$0.00</i>		<i>\$5,050.00</i>
Jarvis Fay Doporito & Gibson, LLP								
Jarvis Fay Doporito & Gibson, LLP	3/5/2013	2/12/2013	1/31/13	Chevron Property Tax Refund Dispute 12/1/1	\$50.26	\$0.00		\$50.26
				<i>Totals for Jarvis Fay Doporito & Gibson, LLP:</i>	<i>\$50.26</i>	<i>\$0.00</i>		<i>\$50.26</i>
LarryLogic Productions								
LarryLogic Productions	3/5/2013	2/22/2013	1309	City Council Meeting 2/19/13	\$300.00	\$0.00		\$300.00

City of Clayton

Cash Requirements Report

City Council Meeting 3/5/13

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
Local Government Consultants				<i>Totals for LarryLogic Productions:</i>			
Local Government Consultants	3/5/2013	2/15/2013	143	SB 90 Claiming Service FY 12/13 Contract	\$300.00	\$0.00	\$300.00
				<i>Totals for Local Government Consultants:</i>	\$1,050.00	\$0.00	\$1,050.00
Lylene Construction Company				<i>Deposit Refund</i>	\$500.00	\$0.00	\$500.00
Lylene Construction Company	3/5/2013	2/25/2013	Cap 0029		\$500.00	\$0.00	\$500.00
Marken Mechanical Services Inc				<i>Totals for Lyone Construction Company:</i>			
Marken Mechanical Services Inc	3/5/2013	2/15/2013	113-16573	City Hall system programming	\$1,320.00	\$0.00	\$1,320.00
				<i>Totals for Marken Mechanical Services Inc:</i>	\$1,320.00	\$0.00	\$1,320.00
Miracle Play Systems, Inc				<i>Repair rubber surfacing Grove Park</i>	\$773.39	\$0.00	\$773.39
Miracle Play Systems, Inc	3/5/2013	1/31/2013	12267		\$773.39	\$0.00	\$773.39
Pacific Coast Design				<i>Totals for Miracle Play Systems, Inc:</i>			
Pacific Coast Design	3/5/2013	2/26/2013	5057	Paint Clayton PD	\$4,206.10	\$0.00	\$4,206.10
				<i>Totals for Pacific Coast Design:</i>	\$4,206.10	\$0.00	\$4,206.10
PERMCO, Inc.				<i>General Retainer</i>	\$2,475.00	\$0.00	\$2,475.00
PERMCO, Inc.	3/5/2013	2/25/2013	9925	Diablo Pointe Construction Inspection	\$166.00	\$0.00	\$166.00
PERMCO, Inc.	3/5/2013	2/25/2013	9926	Construction Activity Permits - non utility	\$41.50	\$0.00	\$41.50
PERMCO, Inc.	3/5/2013	2/25/2013	9927	2013 Pavement Rehabilitation Project	\$340.00	\$0.00	\$340.00
PERMCO, Inc.	3/5/2013	2/25/2013	9928	Downtown Economic Development	\$1,972.75	\$0.00	\$1,972.75
PERMCO, Inc.	3/5/2013	2/25/2013	9929	Oakhurst RFQ for noxious weed abatement	\$278.00	\$0.00	\$278.00
				<i>Totals for PERMCO, Inc.:</i>	\$5,273.25	\$0.00	\$5,273.25
PG&E				<i>Period 1/23/13-2/22/13</i>	\$2,556.80	\$0.00	\$2,556.80
PG&E	3/5/2013	2/23/2013	2/23/13		\$18,917.42	\$0.00	\$18,917.42
PG&E	3/5/2013	2/15/2013	2/15/13	period 12/21/12-2/14/13	\$21,474.22	\$0.00	\$21,474.22
				<i>Totals for PG&E:</i>			
Red Cloud Wireless Voice & Data				<i>Service - radio</i>	\$47.50	\$0.00	\$47.50
Red Cloud Wireless Voice & Data	3/5/2013	2/20/2013	29974		\$47.50	\$0.00	\$47.50
				<i>Totals for Red Cloud Wireless Voice & Data:</i>			
Riso Products of Sacramento				<i>Kyocera contract 2/18/13-3/17/13</i>	\$94.86	\$0.00	\$94.86
Riso Products of Sacramento	3/5/2013	2/20/2013	104319		\$94.86	\$0.00	\$94.86
				<i>Totals for Riso Products of Sacramento:</i>			
Sprint Comm (PW & ADM)				<i>December 26-January 25</i>	\$314.81	\$0.00	\$314.81
Sprint Comm (PW & ADM)	3/5/2013	1/29/2013	531409315-129		\$314.81	\$0.00	\$314.81

City of Clayton

Cash Requirements Report

City Council Meeting 3/5/13

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Discount Expires On	Net Amount Due
Thales Consulting Inc				<i>Totals for Sprint Comm (PW & ADM):</i>	\$314.81	\$0.00		\$314.81
Thales Consulting Inc	3/5/2013	2/18/2013	680	State Controller's Report	\$1,500.00	\$0.00		\$1,500.00
Thales Consulting Inc	3/5/2013	6/25/2012	577	annual financial reporting services fee 6/30/11	\$4,000.00	\$0.00		\$4,000.00
				<i>Totals for Thales Consulting Inc:</i>	\$5,500.00	\$0.00		\$5,500.00
Toll Brothers Inc								
Toll Brothers Inc	3/5/2013	2/27/2013	Lots 5 & 17	Deposit refund Landscape Bond Lots 5 & 17	\$30,000.00	\$0.00		\$30,000.00
				<i>Totals for Toll Brothers Inc:</i>	\$30,000.00	\$0.00		\$30,000.00
TTI Polygraph								
TTI Polygraph	3/5/2013	2/1/2013	13-001	pre-employment polygraph	\$300.00	\$0.00		\$300.00
				<i>Totals for TTI Polygraph:</i>	\$300.00	\$0.00		\$300.00
Turf Star, Inc.								
Turf Star, Inc.	3/5/2013	2/20/2013	586680-00	1997 Maxey Trailer VIN 1M9EB14F1V11041	\$1,500.00	\$0.00		\$1,500.00
Turf Star, Inc.	3/5/2013	2/20/2013	586661-00	Mower Serial # 311000107	\$22,689.52	\$0.00		\$22,689.52
				<i>Totals for Turf Star, Inc.:</i>	\$24,189.52	\$0.00		\$24,189.52
Waraner Brothers Tree Service								
Waraner Brothers Tree Service	3/5/2013	2/4/2013	10229	Lydia Lane - Oak Tree - remove broken limbs	\$700.00	\$0.00		\$700.00
Waraner Brothers Tree Service	3/5/2013	2/4/2013	10228	Clayton Rd/Mitchell Canyon pruning	\$750.00	\$0.00		\$750.00
				<i>Totals for Waraner Brothers Tree Service:</i>	\$1,450.00	\$0.00		\$1,450.00
Watch Guard								
Watch Guard	3/5/2013	2/18/2013	STDJNV0020370	Overhead Console and supplies	\$5,506.38	\$0.00		\$5,506.38
				<i>Totals for Watch Guard:</i>	\$5,506.38	\$0.00		\$5,506.38
Wells Fargo Bank -WF8113								
Wells Fargo Bank -WF8113	3/5/2013	2/5/2013	935057	limited obligation improvement bonds Lydia L	\$5,499.75	\$0.00		\$5,499.75
				<i>Totals for Wells Fargo Bank -WF8113:</i>	\$5,499.75	\$0.00		\$5,499.75
				GRAND TOTALS:	\$270,921.86	\$0.00		\$270,921.86



P.O. BOX 6343
FARGO ND 58125-6343



000000651 2 AT 0.384 106481027036271 P

CITY OF CLAYTON
LYNN CUPIT
6000 HERITAGE TRAIL
CLAYTON CA 94517-1249

ACCOUNT NUMBER 4246 0445 5565 0674
STATEMENT DATE 02-22-2013
AMOUNT DUE \$20,636.29
NEW BALANCE \$20,636.29
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED
\$ 10,321.84
Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEM
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4246044555650674 002063629 002063629

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
CITY OF CLAYTON 4246 0445 5565 0674	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	= New Balance	
Company Total	\$24,660.23	\$10,463.15	\$0.00	\$0.00	\$0.00	(\$141.31)	\$14,345.78	\$20,636.29	

= 10321.84

CORPORATE ACCOUNT ACTIVITY									
CITY OF CLAYTON 4246-0445-5565-0674						TOTAL CORPORATE ACTIVITY \$14,345.78 CR			
Post Date	Tran Date	Reference Number	Transaction Description			Amount			
02-12	02-12	74798263043000000002299	PAYMENT - THANK YOU 00000 C			14,345.78 PY			

PMT 2/20

10,314.45

NEW ACTIVITY									
MARK JANNEY 4246-0400-1392-6722			CREDITS \$0.00	PURCHASES \$529.40	CASH ADV \$0.00	TOTAL ACTIVITY \$529.40			
Post Date	Tran Date	Reference Number	Transaction Description			Amount			
01-28	01-25	24164073026105118447511	STAPLES 00113654 CONCORD CA			67.54			
02-01	01-30	24316053031548567047468	SHELL OIL 57444891204 CONCORD CA			62.23			
02-04	02-01	24246513032092103948217	ORCHARD SUPPLY #251 CONCORD CA			122.98			
02-06	02-05	24246513036092102429017	ORCHARD SUPPLY #251 CONCORD CA			21.78			
02-12	02-11	24323003042200908700719	DENIM EXPRESS 80082496 260-563-8033 IN			145.96			
02-18	02-14	24164073046105114367347	STAPLES 00113654 CONCORD CA			40.32			

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0445-5565-0674		ACCOUNT SUMMARY	
			PREVIOUS BALANCE	24,660.23
			PURCHASES & OTHER CHARGES	10,463.15
			CASH ADVANCES	.00
SEND BILLING INQUIRIES TO: U.S. Bank National Association ND C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	STATEMENT DATE 02/22/13	DISPUTED AMOUNT .00	CASH ADVANCE FEES	.00
	AMOUNT DUE 20,636.29		LATE PAYMENT CHARGES	.00
			CREDITS	141.31
			PAYMENTS	14,345.78
			ACCOUNT BALANCE 20,636.29	
			= 10,314.45	

- 10314.45

due = 10,321.84



Agenda Date: 3-5-13
Agenda Item: 4c

STAFF REPORT

Approved: 

Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: MARCH 5, 2013

SUBJECT: A RESOLUTION AWARDING A 3-YEAR CONTRACT (WITH OPTIONS FOR THREE ONE YEAR EXTENSIONS) TO D&H LANDSCAPING IN THE AMOUNT OF \$138,600.00 FOR THE ABATEMENT OF NOXIOUS WEEDS IN THE OAKHURST OPEN SPACE PARCELS FOR CALENDAR YEARS 2013 - 2015 (\$46,200.00 PER YEAR).

RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The approval of the Oakhurst Development required a certain level of maintenance of the project's proposed open space areas. The former Oakhurst Landscape Maintenance District (OLMD) was formed to perform this obligation for the assessed property owners in Oakhurst and City carried out the responsibility in behalf of that District. Now the successor assessment district approved for the Development, namely the City-wide Landscape Maintenance District, assumes the responsibility. Environtech Enterprises ("Environtech") has been under contract with the City to perform the required services since 1991.

In 2010, after almost 20 years with Environtech, the City Council determined it was time to request proposals from other firms to assure the City was receiving the best value for this sizable ongoing contract. Staff prepared an RFQ for the required services and sent notices to over 70 firms in Contra Costa County that were licensed by the State Department of Pesticide Regulations.

The City received only three proposals with Environtech submitting the lowest proposal at 12.5% below the second low bidder. Over the past three years, Environtech has continued to perform excellently and has, without cost to the City, made every effort to keep up with the ever-changing regulations applying to integrated pest management procedures being imposed by the State Water Resources Board.

With the current contract expiring at the end of 2012, the City's purchasing guidelines required that we solicit new bids for the work. A Request for Quote ("RFQ") and notices were sent to approximately 80 firms in Contra Costa County holding current applicator licenses issued by the State. Along with applicator licenses for pesticides and herbicides, Regional Water Quality Control Board now requires that the City only employ firms that have been certified "Bay-friendly". We received a half dozen requests for the RFQ.

The RFQ required submittal of proposals by the end of the day on Friday, February 22nd. We received the following two proposals:

D&H Landscaping ("D&H")	\$46,200/year (\$138,600 total)
Environtech Enterprises	\$59,000/year (\$177,000 total)

D&H has provided, and continues to provide, landscape maintenance (including weed abatement) services to the City of Hercules (since 1987), the City of Vallejo (2002) and the City of Pinole (2008). Staff contacted all three cities and received excellent references from each. The most common comment was that D&H has proven to be very responsive with well-supervised crews.

Based upon the above, staff recommends that D&H Landscaping be awarded the contract for noxious weed abatement in the Oakhurst Country Club open space for 2013 through 2015.

TRANSITION SERVICES

In order to ensure a smooth transition to a new contractor, staff recommends that the City renew its contract with Carol Rice of Wildland Resource Management ("WRM"). WRM has provided oversight services for the open space noxious weed abatement for the last 20+ years. While we can no longer call the services "oversight" due to the RWQCB decrees, staff believes that WRM can best evaluate the effectiveness and efficiency of the new contractor. WRM has agreed to continue to provide these services for a lump sum of \$2,500/year.

FISCAL IMPACT

The recently expired contracts with Environtech and WRM cost the City approximately \$55,000 per year. The combined cost of D&H's bid and WRM's proposal is \$48,700 per year for an annual savings of \$6,300 (a savings of 11.5% under current cost). In comparison to Environtech's renewal bid plus the WRM expense (total of \$61,500), D&H's bid saves the Landscape District \$12,800 this year (a 23% savings).

The cost for this work is funded by property owner assessments in the Citywide Landscape Maintenance District, which replaced the OLMD. Since the noxious weed abatement cost for the parcels north of Peacock Creek was not anticipated when the latest assessment was approved by the voters in 2007, there was initially a slight draw on the revenues for total maintenance services anticipated to be funded by the new assessment district. However, the District maintains a positive reserve balance.

Subject: Award of Multi-Year Contract to D&H Landscaping

Date: March 5, 2013

Page 3 of 3

CONCLUSION

Staff recommends the City Council approve the attached Resolution awarding a 3-year contract, with the option of three 1-year extensions, to D&H Landscaping for noxious weed abatement services in the City-owned open space parcels north and south of Peacock Creek within the Oakhurst Development.

Attachments: Resolution
 Contract

RESOLUTION NO. - 2013

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
MULTI-YEAR CONTRACT IN THE AMOUNT OF \$138,600.00 WITH D&H
LANDSCAPING FOR THE ABATEMENT OF NOXIOUS WEEDS IN CITY-OWNED
OPEN SPACE PARCELS NORTH AND SOUTH OF PEACOCK CREEK IN THE
OAKHURST COUNTRY CLUB DEVELOPMENT**

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

WHEREAS, through a landscape maintenance assessment district approved by voters, the City has responsible stewardship for the maintenance of City-owned open space areas in the Oakhurst Country Club Development, including the abatement of noxious weeds and invasive plants; and

WHEREAS, the current contracts for noxious weed abatement expired on December 31, 2012; and

WHEREAS, the City wishes to issue a new contract for all of the open space parcels for a three year period (calendar years 2013 through 2015), to be funded by the Citywide Landscape Maintenance District (CFD 2007-1); and

WHEREAS, Staff prepared and issued a Request for Quote ("RFQ") requiring submittal of a quote on February 22, 2013 and received two fully responsive proposals; and

WHEREAS, the low bid was received from D&H Landscaping ("D&H") with an annual cost of \$46,200.00 and a total fee of \$138,600.00 which represents a decrease of approximately 13.5% from the recently expired contract's cost; and

WHEREAS, the City Engineer has reviewed D&H's proposal, verified the satisfaction of its references, and has recommended awarding the multi-year contract to D&H.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby accept the proposal submitted by D&H Landscaping for noxious weed abatement services in the Oakhurst Development open space, and herein authorizes its City Manager, on behalf of the City and its Landscape Maintenance District, to execute a three year contract for said abatement/maintenance services of the City-owned open space parcels north and south of Peacock Creek within the Oakhurst Country Club Development, to be funded by assessment revenue deposited with the Citywide Landscape Maintenance District.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 5th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie K. Pierce, 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 March 5, 2013.

Laci J. Jackson, City Clerk

CITY OF CLAYTON

CONTRACTING SERVICES AGREEMENT

In entering into this Contracting Services Agreement ("Agreement") this _____ day of _____, 2013 ("Effective Date"), the City of Clayton, a California municipal Corporation ("City") and D&H Landscaping ("Contractor") (each a "party," and collectively the "parties"), do mutually agree and promise as follows:

1. **Special Conditions:**

A) Contractor's Name & Address: D&H Landscaping
P.O. Box 57
Pinole, CA 94564
Ph. (510) 223-6597

B) Payment Limit: \$ 138,600.00

C) Expense Limit \$0

D) Completion Date: 12/31/15

E) Contractor Federal Tax I.D. or SSN:

2. **Employment: Independent Contractor:** The City employs Contractor on an independent contractor basis, and Contractor is not an employee of the City. Contractor accepts such employment and shall provide materials, labor and equipment necessary to perform the services, described more fully in Exhibit A, which is attached to this Agreement and incorporated herein by this reference, (the "services") upon the terms and in consideration of the payments stated herein. The services required by this Agreement shall be performed by Contractor or under its supervision. Contractor shall determine the means, method and details of performing the services subject to the requirements of this Agreement. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, certified payrolls, income tax withholding, unemployment insurance, and workers' compensation insurance.

3. **Insurance:** Contractor shall, at no cost to the City, obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to State Law, and (b) Comprehensive Liability Insurance including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence. The Workers' Compensation policy shall include a waiver of subrogation. Contractor shall furnish evidence of such coverage, naming the City of Clayton, its officers and employees as additional insured and requiring 30 days written notice of policy lapse or cancellation, to the City prior to the commencing work under this Agreement and as a condition precedent to the Agreement being effective. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

4. **Payment:** The City of Clayton shall pay the Contractor for services performed at the rates shown in Exhibit B, attached to this Agreement and incorporated herein by this reference, which rates shall include all overhead and incidental expenses. In no event shall the total amount paid to the Contractor exceed the payment limit specified in Sec. 1 C) and D) without prior written approval of the City Manager, City of Clayton. Contractor's statement of charges shall be submitted at convenient intervals. Payment will be made within thirty (30) days after receipt of each statement.
5. **Time of Completion.** Unless the time is extended in writing by the City, the Contractor shall complete all services covered by this agreement no later than the completion date listed above. Interim completion dates, if any, will be established as shown in Exhibit A.
6. **Record Retention; Inspection.** Except for materials and records delivered to the City, the Contractor shall retain all material and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three (3) years after Contractor's receipt of the final payment under this Agreement. Upon request by the City, the Contractor shall make such materials and records available to the City at no additional charge and without restriction or limitation on their use. The Contractor shall also make such materials and records available to authorized representatives of the State and Federal Governments at no additional charge.
7. **Documentation:** The Contractor shall prepare and deliver to the City at no additional charge the items, if any, described in Exhibit A to document the performance of this Agreement and shall furnish to the City such information as is necessary to enable the City to monitor the performance of this Agreement.
8. **Extra Work:** Any work or services in addition to the work or services described in Exhibit A shall be performed by the Contractor at rates as stated in Exhibit B. The Contractor shall be paid for the extra work at a rate mutually agreed on prior to commencement of the extra work. In no event shall the Contractor be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by the City prior to the commencement of the work.
9. **Termination By The City:** At its option, the City shall have the right to terminate this Agreement at any time by written notice to the Contractor, whether or not the Contractor is then in default. Upon such termination, the Contractor shall, without delay, deliver to the City all materials and records prepared or obtained in the performance of this Agreement and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.
10. **Contract Extension:** At its sole option, the City shall have the right to extend the contract for three one-year terms. Contractor shall have the option to request a fee increase with each extension. Such increase may not exceed 2/3 of the annual increase in San Francisco, All Items, All Urban Consumers Price Index, with a maximum increase in any one year not to exceed 4%.
11. **Abandonment By Contractor:** In the event that the Contractor ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, the Contractor shall, without delay, deliver to the City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the value of the services performed up to the time of cessation or abandonment.
12. **Breach:** In the event that the Contractor fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, the City shall have the right to pursue all remedies provided by law or equity. Any dispute relating to the performance of this Agreement shall not be subject to non-judicial arbitration.

13. **Compliance with Laws:** In performing this Agreement, the Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, ordinances, rules, regulations and reporting requirements, whether federal, state or local in origin, including without limitation all applicable Cal/OSHA and environmental regulations, of any nature. Contractor shall obtain and maintain in full force and effect all licenses required to perform the services under this Agreement for the duration of this Agreement.
14. **Assignment:** This Agreement shall not be assignable or transferable in whole or in part by the Contractor, whether voluntarily, by operation of law or otherwise provided, however, the Contractor shall have the right to sub-contract that portion of the services for which the Contractor does not have the facilities to perform so long as the Contractor notifies the City of such sub-contracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.
15. **Indemnification:** The Contractor shall defend, indemnify, save and hold harmless the City and its agents, officers and employees from any and all claims, costs and liability, including attorneys fees, expert fees and litigation costs, for any damages, injury or death arising directly or indirectly from or in any way in connection with the services provided under this Agreement, due to or claimed or alleged to be due to negligent, whether active or passive, or wrongful acts, errors or omission of Contractor or any person under its control, save and except claims or litigation arising through the sole gross negligence or sole willful misconduct of the City. All City expenses, including attorneys fees, experts fees and litigation costs, related to any claims or litigation shall be paid by the Contractor as they are incurred.
16. **Prevailing Wages:** The Contractor and each of its sub-contractors shall pay all workers employed to perform the services under this Agreement not less than the wages specified in the General Prevailing Wage Determination made by the Director of Industrial Relations in effect on the date of this Agreement, and shall comply with all applicable requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.* ("Prevailing Wage Laws"). City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, consultants, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
17. **Equal Opportunity Employment:** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex 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.
18. **Attorneys Fees:** If an action is commenced by either party against the other party to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees..
19. **Heirs, Successor and Assigns:** This Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives and assigns of the parties.
20. **Entire Agreement:** This Agreement contains the entire agreement of the parties with respect to the

subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral. This Agreement may only be modified by a writing signed by both parties.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County.
22. **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.
23. **No Third-Party Beneficiaries.** There are no intended or incidental third-party beneficiaries of any right or obligation assumed under this Agreement by the parties.
24. **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.
25. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one fully executed Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized signatories have executed this Agreement on behalf of the respective parties, with the intent that it be effective on the Effective Date, on the respective dates shown:

CITY OF CLAYTON

D&H LANDSCAPING

BY _____

City Manager

(Designate official capacity in the business)

DATE: _____

DATE: _____

Attachments: Exhibit A and Exhibit B, attached behind this page

EXHIBITS A/B



**Fee Quote -- Weed Abatement Services
City-Owned Open Space Parcels, Oakhurst Country Club Development
For Years 2013 - 2015**

Following proposed pricing submitted in response to, and subject to all provisions of, the City of Clayton request for quote, dated February 5, 2013.

A. Annual Costs for Area North of Peacock Creek

1) Artichoke Thistle, Milk Thistle and Prickly Clot Burr Abatement

Labor

Qualified Applicator - 32 hours @ \$92.00/hr. \$2944.00
2 Man Crew - 100 hours @ \$71.00/hr. \$7100.00

Materials

Roundup \$1916.00
Dye and Surfactant (Included)

Equipment

Spray Rig (Included)
Backpack Sprayers (Included)

Subtotal Annual Cost, \$11,960.00

2) Mustard and Yellow Star Thistle Abatement

Labor

Qualified Applicator - 29 hours @ 92.00/hr. \$2668.00
2 Man Crew - 99 hours @ 71.00/hr. \$ 7029.00

Materials

Garlon IV herbicide \$1803.00
Roundup (Included)
Dye and Surfactant (Included)

Equipment

Spray Rig (Included)
Backpack Sprayers (Included)

Subtotal Annual Cost, \$11,500.00

Total Annual Cost for area North of Peacock Creek, \$23,460.00

B. Annual Costs for Area South of Peacock Creek

1) Artichoke Thistle, Milk Thistle and Prickly Clot Burr Abatement

Labor

Qualified Applicator – 20 hours @ 92.00/hr.	\$1840.00
2 Man Crew – 56 hours @ 71.00/hr.	\$ 3976.00

Materials

Roundup	\$1744.00
Dye and Surfactant (Included)	

Equipment (Included)

Spray Rig
Backpack Sprayers

Subtotal Annual Cost, \$7,560.00

2) Mustard and Yellow Star Thistle Abatement

Labor

Qualified Applicator – 58 hours @ 92.00/hr.	\$4140.00
2 Man Crew – 106 hours @ 71.00/hr.	\$7526.00

Materials

Garlon IV herbicide	\$2310.00
Roundup (Included)	
Dye and Surfactant (Included)	

Equipment

Spray Rig
Backpack Sprayers

Subtotal Annual Cost, \$15,180.00

Total Annual Cost for Area South of Peacock Creek, \$22,540.00

Total Annual Cost, \$46,200.00

Work schedule and methods shall conform to that specified in the Request for Quote





Agenda Date: 3-5-13

Agenda Item: 4d

Approved:



Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KENNETH CRAIG, INTERIM COMMUNITY DEVELOPMENT DIRECTOR 

DATE: MARCH 5, 2013

SUBJECT: PROPOSAL TO ADJUST 2010 CENSUS URBANIZED AREA BOUNDARY

RECOMMENDATION

Staff recommends that the City Council authorize adjustment to the existing Urbanized Area Boundary as shown in Attachment B in order to provide correction to the existing boundary which entails removal of State Property (Mt. Diablo State Park), inclusion of the approved Marsh Creek Specific Plan Area and accurate reflection of the adopted Urban Limit Line.

BACKGROUND

On January 23, 2013, Metropolitan Transportation Commission (MTC) sent a letter (see Attachment A) to City Planning and Public Works Directors advising them of a request by the Federal Highway Administration (FHWA) to notify local agencies of FHWA's request that they review existing census boundary information for any necessary adjustments. MTC is working with Caltrans as the lead on this FHWA request.

The MTC has noted that the review is important because "following each decennial census, Federal transportation legislation 23 USC 101 (a)(36)-(37) allows responsible state and local officials through cooperative efforts, and subject to approval by the Secretary of Transportation, to adjust the Census boundaries outward, as long as they encompass, at a minimum, the entire Census Designated area."

The MTC has requested that any proposed adjustments to the Urban Area Boundary be approved by the local agency and supported by a resolution.

DISCUSSION

In reviewing the existing census boundary, staff noted that it was inconsistent with the adopted Urban Growth Boundary line and also contained Mt. Diablo State Park land. The

existing census boundary also did not include the Marsh Creek Specific Plan area, as amended. Staff discussed these inconsistencies with Caltrans representatives and they concurred that the City may want to consider making the adjustments.

Although collectively these minor boundary inconsistencies do not represent or result in any census data inaccuracies for the City of Clayton, staff felt that it is important for the City to provide corrections to Federal census boundary information regarding the City's actual and anticipated urban boundary given the wide ranging use of such Federal data by other agencies and individuals. Furthermore, it also establishes the City's intent with regard to the future development and annexation of the Marsh Creek Specific Plan area.

The recommended boundary change will place the portion of Marsh Creek Road encompassed by the Marsh Creek Road Specific Plan in an urban as opposed to rural designation per the FHWA, along with the existing portion of Marsh Creek Road currently within City limits. Caltrans has advised staff that this will not have any impact on future Federal Aid funding for this added portion of Marsh Creek Road.

FISCAL IMPACT

None

CONCLUSION

The recommended adjustment is a "clean-up" to allow for a more accurate reflection of the existing and near future Urban Area Boundary for the City.

- Attachments:**
- 1- Resolution No xx-2013
 - 2- Exhibit A- Proposed Adjusted Urbanized Area Boundary Map (w/boundary changes in black)
 - 3- MTC Letter dated January 23, 2013
 - 4- Existing City of Clayton 2010 Census Urbanized Area Boundary Map (w/boundary outline in white)

RESOLUTION NO. ____-2013**APPROVING A PROPOSED ADJUSTMENT IN THE 2010 CENSUS URBANIZED
AREA BOUNDARY FOR THE CITY OF CLAYTON****THE CITY COUNCIL
City of Clayton, California**

WHEREAS, the Federal Highway Administration (FHWA) has asked the Caltrans to work with the Metropolitan Planning Organizations (MPO's), Metropolitan Transportation Commission (MTC), as the lead in notifying and collecting urban area boundary adjustments from local agencies; and

WHEREAS, this review is deemed important because following each decennial census, Federal transportation legislation allows responsible State and local officials through cooperative efforts, and subject to approval by the Secretary of Transportation, to adjust the Census boundaries as long as they encompass, at minimum, the entire Census Designated area; and

WHEREAS, MTC requested local agencies with the nine-county San Francisco Bay Area region to either adopt the proposed adjusted boundary as provided or adjust the boundary for transportation related purposes and obtain a resolution supporting the City boundary adjustment; and

WHEREAS, after reviewing the proposed FHWA boundary against the City's General and Specific Plans, as well the Contra Costa County Urban Limit Line, it was found necessary to further adjust the FHWA adjusted boundary to remove undevelopable State Park Property, include the planned Marsh Creek Specific Plan area, and properly reflect the Urban Limit Line of the City, as reflected in Exhibit A, in order to provide an accurate accounting of the City of Clayton's current Urbanized Area Boundary; and

WHEREAS, this resolution shall become effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby approve and adopt Exhibit A as it's adjusted urbanized area boundary.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular meeting thereof held on the 5 day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

THE CITY OF CLAYTON, CA

Julie K. Pierce, Mayor

ATTEST:

Laci J. Jackson, City Clerk





**METROPOLITAN
TRANSPORTATION
COMMISSION**

Joseph P. Burt MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

January 23, 2013

Adrienne J. Tassier, Chair
San Mateo County

Amy Rein Worts, Vice Chair
Cities of Contra Costa County

Tom Asanbrato
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

David Campos
Cities and County of San Francisco

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Scott Haggerty
Maricopa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Santa Clara County and Cities

Sami Liccardo
San Jose Mayor's Appointee

Mark Luce
Association of Bay Area Governments

Joel Mackenzie
Sonoma County and Cities

Joe Pirzynski
Cities of Santa Clara County

Jean Quan
Oakland Mayor's Appointee

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spiering
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Vernant
Cities of San Mateo County

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Premier
Deputy Executive Director, Operations

To: Planning Directors & Public Works Directors

RE: **2010 Census Urbanized Area Boundary Adjustment**

Dear Planning Directors and Public Works Directors:

The Federal Highway Administration (FHWA) has asked the States (Caltrans) to work with the MPOs (MTC) as the lead in notifying and collecting urban area boundary adjustment packages or proposed boundary acceptance notifications from local agencies. This review is important because following each decennial census, Federal transportation legislation 23 USC 101(a)(36) - (37) allows responsible state and local officials through cooperative efforts, and subject to approval by the Secretary of Transportation, to adjust the Census boundaries outward, as long as they encompass, at a minimum, the entire Census Designated area.

We are requesting local agencies within the nine-county San Francisco Bay Area region to either adopt the proposed adjusted urban boundary as provided, or adjust the boundary for transportation related purposes and obtain resolutions supporting those boundary adjustments. Given historical growth patterns in the Bay Area, MTC staff expects that there will be few requests from local jurisdictions to adjust the boundaries.

As part of this transmittal the attached zip file contains (1) an informational PowerPoint, (2) FHWA's "Adjusted Urban Area Boundary Concepts" document which explains why accurate/updated urban area boundaries are important to local agencies, and instructions on how to make adjustments to the urban area boundaries, (3) agency resolution and (4) MPO concurrence letter language templates.

Background Information

Procedure and background information highlights are included below.

The current 2010 Caltrans proposed urban area boundary file is available in Caltrans' Google Earth (CT Earth) tool, and can be accessed as follows:

1. Go to: <http://earth.com.ca.gov/>
2. Click "continue" to display CT Earth.
3. Go to the Table of Contents on the left of the web page and click on the "boundaries" pull down.
4. Check the boxes for the "proposed 2010 urban area" and the "2000 urban areas" to display these two layers on the map.

Please feel free to contact the following Caltrans staff should you have questions:

Richard Fahey - (Caltrans, District 4, Office of System & Regional Planning, GIS Coordinator), dick_fahey@dot.ca.gov (510) 286-5761

Joseph Aguilar (Caltrans, District 4, Office of System & Regional Planning);
joseph_aguilar@dot.ca.gov (510) 286-5591

Sincerely,



Sui Tan
Program Coordinator
Regional Streets & Roads Program

ST: ja

cc: Ken Kirkey, Director of Planning

S:\Project\Pavement Management\Projects\Boundaries Adjustment\CT Request Boundaries.doc
Attachments



Agenda Date: 3-5-13

Agenda Item: 4e

Approved:


Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CITY CLERK
DATE: March 5, 2013
SUBJECT: REJECTION OF LIABILITY CLAIM FILED BY ERIC FELDHUSEN

RECOMMENDATION

Approve the rejection of liability claim against the City filed by Eric Feldhusen (MPA Claim No. GL -010776) for expenses incurred September 8, 2012.

BACKGROUND

On November 29, 2012 the City received a liability claim filed by Eric Feldhusen for alleged injury and subsequent medical expenses incurred during a traffic stop and arrest. The City is self-insured for general liability purpose and the Municipal Pooling Authority of Northern California (MPA) administers the self-insured program. On November 29, 2012 the liability claim was transmitted to the Municipal Pooling Authority for review and processing.

Liability adjustors for the Municipal Pooling Authority investigated the claim, reviewed the Police report, and spoke with the Police Department. Following the investigation the Municipal Pooling Authority advised the City to issue a notice of rejection for the claim.

FISCAL IMPACT

None.

Attachment: 1. Copy of Claim

CLAIM PRESENTED TO THE CITY OF CLAYTON

*Please read the instructions on the back before completing.

Reserve for Filing Stamp

Received

NOV 29 2012

cc:

City of Clayton

City Claim #

1. Claimant's Name: (PLEASE PRINT)

Eric Feldhusen

Claimant's Address:

643 A Minna Street

City, State, Zip:

San Francisco CA 94103

Day Phone: (661) 310-4229

Eve Phone: ()

2. When did the damage or injury occur?

Month: Sept

Day: 8th

Year: 2012

Time: 5:30 @

p.m.

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

INDIAN HEAD/OAKHURST DR

Police Report #

CR# 12-14475

4. What happened and why is the City responsible?

a. While being placed into the back of the police car the officer had his hand on the back of my head and my head clipped the edge of the car door causing a cut above my eye.

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

b.

5. What damage or injury occurred?

See Attached Records

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

\$1474.66

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.

Medical Expenses due to treatment while in officers custody

8. 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 November 16, 2012, at Clayton, CA.

Eric J Feldhusen
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:

City, State, Zip:

Daytime Telephone: ()

Evening Phone: ()

declaring

March 2013

Agenda Date: 3-5-13

As

Agenda Item: 5a

American Red Cross Month

WHEREAS, The American Red Cross has touched many lives in Contra Costa County, as well as across the country and around the world; and

WHEREAS, During American Red Cross Month, we thank those who contribute to the mission of the Red Cross, whether through time, money or blood, and we invite others to support the Red Cross in helping people in need down the street, across the country, and around the world; and

WHEREAS, The American Red Cross is synonymous with helping people, and has been doing so for more than 130 years. Throughout the past year, the American Red Cross launched hundreds of disaster relief operations in the United States to help people affected by fires, floods, hurricanes, and tornadoes. The American Red Cross Bay Area Chapter deployed more than 300 disaster workers to the relief effort following Superstorm Sandy, which is the most deployments sent from a non-affected region; and

WHEREAS, In Contra Costa County, the American Red Cross Bay Area Chapter works tirelessly through its nearly 1,000 volunteers to support us when disaster strikes, when someone needs lifesaving blood, or the comfort of a helping hand. It provides 24-hour support to members of the military, veterans, and their families, and provides training in CPR, aquatics safety, and first aid; and

WHEREAS, In the past year, the American Red Cross Bay Area Chapter helped more than 1,066 people with temporary housing, clothing, food, and mental health counseling during 392 local disasters. The chapter trained more than 50,843 people in lifesaving CPR, first aid, water safety, and preparedness education. The Bay Area Chapter provided emergency communications, counseling, financial assistance, and a caring presence to more than 770 local military families. The chapter supported 28 Bay Area hospitals, providing them with nearly 158,717 units of red cells, platelets, and plasma to patients in need; and

WHEREAS, For nearly 100 years, United States presidents have called on the American people to support the Red Cross and its humanitarian mission. Our community depends on the American Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work. This is especially important in these challenging economic times, which impact the Red Cross and many people in our community and across the nation; and

NOW THEREFORE, I, Julie K. Pierce, Mayor, on behalf of the Clayton City Council, do hereby proclaim March 2013 as "Red Cross Month" in Clayton and encourage all residents to be cognizant of the compassion, courage, character and civic duty that is inherent in the Red Cross mission to prevent and relieve human suffering.



Agenda Date: 3-5-13
Agenda Item: 9a

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: MARCH 5, 2013

SUBJECT: CONSIDERATION OF A RESOLUTION AWARDING A CONTRACT TO MCK SERVICES, INC., IN THE AMOUNT OF \$1,380,034.35 FOR THE CONSTRUCTION OF THE 2013 NEIGHBORHOOD STREET PAVEMENT REHABILITATION PROJECT (CIP PROJECT NO. 10417).

RECOMMENDATION

Adopt a Resolution awarding a construction contract to MCK Services, Inc. ("MCK"), instruct staff to prepare the appropriate report for the Clayton Financing Authority ("CFA") to contribute \$90,000 to the CIP Budget for installation of the public parking lots resurfacing, and authorize staff to perform additional Trails System repaving within the \$50,000 budget supplied by the Landscape Maintenance District.

BACKGROUND

At its January 15th meeting, the City Council provided direction regarding the streets to be included in the 2013 Pavement Rehabilitation Project. In hopes of achieving cost savings due to size of the work, the Council agreed to the soliciting of a single bid for the 2013 Pavement Rehabilitation Project along with the resurfacing of the City Hall, Library and Lydia Lane Park parking areas, as well as the next phase of trail reconstruction.

Bid plans were requested by 10 general contractors. On February 25th, we opened bids for the project. Surprisingly, we only received two bids as follows:

#	Bidder	2013 Pavement Rehabilitation	Parking Areas	Trail Repaving	Total
1	MCK Services, Inc.	\$1,271,742.90	\$86,483.45	\$21,808.00	\$1,380,034.35
2	Martin Bros.	\$1,843,193.30	\$115,882.60	\$26,448.00	\$1,985,523.90

2013 Pavement Rehabilitation Project

The scope of work for this project is primarily comprised of the edge grinding of existing pavement sections and placement of a 1-1/2" asphalt overlay (2" in cul-de-sac bulbs) over pavement reinforcing fabric and the replacement of pavement striping and markings on 30 subdivision streets, including all of Regency Drive.

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

Estimated Costs:

Design and bidding	\$10,000
Construction	1,165,000
Inspection/Admin.	<u>20,000</u>
Total:	\$1,195,000

Funding Sources:

Gas Tax	\$456,558
Measure J (per capita)	<u>739,281</u>
Total	\$1,195,839

Aside from \$14,270 for the Clayton Road hump repairs, MCK's bid for the street rehabilitation portion of the work included approximately \$42,000 for water valve can replacement. This work will either be paid for by CCWD or performed by CCWD's personnel. Therefore, the City's price for the neighborhood street rehabilitation work is \$1,215,712.90.

While MCK's unit prices are reasonable, we will not be able to rehabilitate all 30 streets as originally hoped. In order to meet the budgeted \$1,165,000 for construction, we will have to delete approximately \$51,000 from the street rehabilitation portion of the work. Starting with the streets with the highest Pavement Condition Index ("PCI"), we will have to eliminate Zinfandel Circle (\$48,609.50) and Mt. Olivet Place (\$24,129.50). Both of these streets have a PCI of 62 and will benefit from our next neighborhood street pavement project which we anticipate will primarily be surface treatments (slurry seal).

Parking Areas

The parking areas at City Hall, and especially, at the Library and Lydia Lane Park are in need of treatment. The work proposed includes an overlay of the areas, restriping and new signage. Staff is confident that MCK's bid of approximately \$86,500 is reasonable (the current Engineer's Estimate presented at the January 15th meeting was \$140,000). There will be an additional \$3 - \$4,000 required for inspection and testing for a total project cost of \$90,000 (without contingencies).

This needed work does not have a funding source. Staff recommends that funds be allocated from the Clayton Financing Authority which currently has a fund balance of \$769,458 remaining from the sale of the CVS site in 2006.

Trail Grinding & Repaving

We last performed a grinding and repaving of trails as part of our 2008 Pavement Rehabilitation Project. The Landscape Maintenance District had set aside an additional \$50,000 for trail work with this project. Surprisingly, MCK's unit prices came in well below the 2008 prices - \$2.35 vs. \$3.40 (a 31% drop). To be conservative, we only scheduled approximately 10,000 sf of trail to be repaved (Mt. Diablo Creek Trail from Center Street to the previously repaved section at Grenache Circle).

We may either bank the \$26,000 in savings for a later (or different) project or we can repave more trails with this very favorable unit price. If the Council chooses to repave more trails, staff recommends that we pave the first section of the Donner Creek Trail which runs along El Molino Drive south from Marsh Creek Road. The trail follows Donner Creek in the open space behind the backs of houses and leads to the Donner Creek Entrance of Mt. Diablo State Park. The entire trail is approximately 3,608 feet in length. Of this total length, the first 2,674 feet has a chip seal finish and the remainder has a crushed granite surface. We would be able to pave approximately 1,750 feet of the trail with the current funds. When we are able to pave the remaining 1,900 feet, the City would have a paved trail running all the way from the Town Center area to the State Park.

FISCAL IMPACT

Based upon the low bid received (upon the reduction of the number of streets treated as described above), the street portion of the project will be within the previously approved budget and will have no impact upon the City's General Fund.

As mentioned above, there are no budgeted funds allocated at the present time for the parking area projects. Staff has recommended allocating the needed funds from the Clayton Financing Authority which will prevent any impact on the City's General Fund. This transfer would reduce the Authority's fund balance to \$679,458.

The trail grinding and repaving portion of the project is significantly under the allocated budget. If the Council so directs, we will expand the project limits in order to utilize all of the allocated funding without impacting the City's General fund.

CONCLUSION

In conclusion, Staff recommends that the Council approve the attached resolution awarding a construction contract to MCK Services, Inc. ("MCK"). In addition, staff recommends that the Council instruct staff to prepare a CFA report to allocate \$90,000 for the parking area work from the Clayton Financing Authority. And finally, authorize Staff to expand the trail repaving work within the \$50,000 budget.

RESOLUTION NO.

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT
IN THE AMOUNT OF \$1,380,034.35 WITH MCK SERVICES, INC. FOR THE
2013 PAVEMENT REHABILITATION PROJECT
(CIP PROJECT NO. 10417)**

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

WHEREAS, the City Council approved a Capital Improvement Program for FY 2012/13 which included a 2013 Pavement Rehabilitation Project (No. 10417); and

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

WHEREAS, sealed bids were publicly opened on February 25, 2013; and

WHEREAS, MCK Services, Inc. submitted a low bid of \$1,380,034.35; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby name MCK Services, Inc., as the responsible low bidder, and authorizes the City Manager to execute the contract for the 2013 Pavement Rehabilitation Project (CIP Project No. 10417) on behalf of the City.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 5th day of March 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie K. Pierce, 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 March 5, 2013.

Laci J. Jackson, City Clerk

**CITY OF CLAYTON
2013 PAVEMENT REHABILITATION
PROJECT
COST BY STREET**

LOCATION	1. Production Runners (EA)	Unit Price	Subtotal	2. Payment Followup (SF)	Unit Price	Subtotal	3. Payment Churn (SF)	Unit Price	Subtotal	4. Water Value Cans (EA)	Unit Price	Subtotal	5. Survey Maps (EA)	Unit Price	Subtotal	6. MHI (EA)	Unit Price	Subtotal	7. SSG (EA)	Unit Price	Subtotal	8. 12" White Top Shop Bar (F)	Unit Price	Subtotal	9. Detail 22 (LF)	Unit Price	Subtotal	10. Detail 4 (LF)	Unit Price	Subtotal	11. "STOP" Legend (EA)	Unit Price	Subtotal	12. Blue Lane Arrow (EA)	Unit Price	Subtotal	13. Blue Hydrant Marker (EA)	Unit Price	Subtotal	Total Per Street	Total Per Street w/o Water Value Cans
Ahwanee Lane	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	34,255	\$ 1.13	\$ 38,708.15	7	\$ 360.00	\$ 2,520.00	8	\$ 235.00	\$ 1,880.00	6	\$ 445.00	\$ 2,670.00	0	\$ 360.00	\$ -	22	\$ 3.60	\$ 79.20	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 46,012.35	\$ 43,492.35
Blackpoint Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	9,290	\$ 1.13	\$ 10,497.70	2	\$ 360.00	\$ 720.00	1	\$ 235.00	\$ 235.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 12,342.70	\$ 11,622.70
Blackpoint Place	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	18,780	\$ 1.13	\$ 21,221.40	2	\$ 360.00	\$ 720.00	3	\$ 235.00	\$ 705.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 23,536.40	\$ 22,816.40
Caulfield Drive	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	40,600	\$ 1.13	\$ 45,678.00	5	\$ 360.00	\$ 1,800.00	4	\$ 235.00	\$ 940.00	5	\$ 445.00	\$ 2,225.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	50	\$ 1.80	\$ 90.00	660	\$ 0.80	\$ 528.00	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 51,616.00	\$ 49,816.00
Del Trigo Lane	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	19,720	\$ 1.13	\$ 22,283.60	3	\$ 360.00	\$ 1,080.00	2	\$ 235.00	\$ 470.00	3	\$ 445.00	\$ 1,335.00	0	\$ 360.00	\$ -	110	\$ 3.60	\$ 396.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 25,719.80	\$ 24,639.80
Garnay Drive	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	40,630	\$ 1.13	\$ 46,250.90	7	\$ 360.00	\$ 2,520.00	4	\$ 235.00	\$ 940.00	2	\$ 445.00	\$ 890.00	2	\$ 360.00	\$ 720.00	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 51,320.90	\$ 48,800.90
Jeffrey Ranch Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	17,300	\$ 1.13	\$ 19,549.00	0	\$ 360.00	\$ -	0	\$ 235.00	\$ -	0	\$ 445.00	\$ -	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 19,549.00	\$ 19,549.00
Jeffrey Ranch Place	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	25,300	\$ 1.13	\$ 28,589.00	2	\$ 360.00	\$ 720.00	1	\$ 235.00	\$ 235.00	0	\$ 445.00	\$ -	1	\$ 360.00	\$ 360.00	18	\$ 3.60	\$ 57.60	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 30,116.80	\$ 29,396.80
Marsh Creek Circle	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	23,540	\$ 1.13	\$ 26,374.20	1	\$ 360.00	\$ 360.00	4	\$ 235.00	\$ 940.00	3	\$ 445.00	\$ 1,335.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 29,254.20	\$ 28,894.20
Mt. Davidson Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	20,230	\$ 1.13	\$ 22,859.90	3	\$ 360.00	\$ 1,080.00	2	\$ 235.00	\$ 470.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 25,299.80	\$ 24,219.80
Mt. Duncan Drive	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	38,100	\$ 1.13	\$ 43,053.00	2	\$ 360.00	\$ 720.00	5	\$ 235.00	\$ 1,175.00	4	\$ 445.00	\$ 1,780.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 46,973.00	\$ 46,253.00
Mt. Everest Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	21,630	\$ 1.13	\$ 24,441.90	4	\$ 360.00	\$ 1,440.00	4	\$ 235.00	\$ 940.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	18	\$ 3.60	\$ 64.80	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 27,931.70	\$ 26,491.70
Mt. Olivet Place	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	20,155	\$ 1.13	\$ 22,769.60	3	\$ 360.00	\$ 1,080.00	2	\$ 235.00	\$ 470.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 25,209.60	\$ 24,129.60
Mt. Sierra Place	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	26,735	\$ 1.13	\$ 30,210.55	3	\$ 360.00	\$ 1,080.00	4	\$ 235.00	\$ 940.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	18	\$ 3.60	\$ 64.80	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 33,340.35	\$ 32,260.35
Mt. Washington Way	14	\$ 2,500.00	\$ 35,000.00	0	\$ 8.50	\$ -	69,700	\$ 1.13	\$ 78,761.00	10	\$ 360.00	\$ 3,600.00	6	\$ 235.00	\$ 1,410.00	6	\$ 445.00	\$ 2,670.00	0	\$ 360.00	\$ -	75	\$ 3.60	\$ 270.00	150	\$ 1.80	\$ 270.00	0	\$ 0.80	\$ -	3	\$ 65.00	\$ 195.00	0	\$ 60.00	\$ -	3	\$ 15.00	\$ 45.00	\$ 122,221.00	\$ 118,621.00
Mt. Whitney Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	7,400	\$ 1.13	\$ 8,362.00	2	\$ 360.00	\$ 720.00	1	\$ 235.00	\$ 235.00	1	\$ 445.00	\$ 445.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 9,782.00	\$ 9,042.00
Oak Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	17,800	\$ 1.13	\$ 20,114.00	0	\$ 360.00	\$ -	2	\$ 235.00	\$ 470.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 21,719.00	\$ 21,719.00
Pine Hollow Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	10,540	\$ 1.13	\$ 11,910.20	3	\$ 360.00	\$ 1,080.00	3	\$ 235.00	\$ 705.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	243	\$ 1.80	\$ 437.40	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	1	\$ 60.00	\$ 60.00	0	\$ 15.00	\$ -	\$ 15,082.60	\$ 14,002.60
Raven Place	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	20,190	\$ 1.13	\$ 22,814.70	3	\$ 360.00	\$ 1,080.00	3	\$ 235.00	\$ 705.00	2	\$ 445.00	\$ 890.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	1	\$ 15.00	\$ 15.00	\$ 25,749.70	\$ 24,669.70
Regency Drive	0	\$ 2,500.00	\$ -	1,400	\$ 8.50	\$ 11,900.00	123,020	\$ 1.13	\$ 139,012.60	7	\$ 360.00	\$ 2,520.00	12	\$ 235.00	\$ 2,820.00	10	\$ 445.00	\$ 4,450.00	0	\$ 360.00	\$ -	247	\$ 3.60	\$ 889.20	30	\$ 1.80	\$ 54.00	2,720	\$ 0.80	\$ 2,176.00	2	\$ 65.00	\$ 130.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 163,951.80	\$ 161,431.80
Samuel Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	13,265	\$ 1.13	\$ 14,989.45	1	\$ 360.00	\$ 360.00	1	\$ 235.00	\$ 235.00	1	\$ 445.00	\$ 445.00	0	\$ 360.00	\$ -	20	\$ 3.60	\$ 72.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 16,256.45	\$ 15,896.45
Semillion Circle	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	40,630	\$ 1.13	\$ 45,798.90	4	\$ 360.00	\$ 1,440.00	6	\$ 235.00	\$ 1,410.00	1	\$ 445.00	\$ 445.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	391	\$ 1.80	\$ 703.80	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 49,797.70	\$ 48,357.70
W. Myrick Court	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	13,140	\$ 1.13	\$ 14,848.20	1	\$ 360.00	\$ 360.00	1	\$ 235.00	\$ 235.00	1	\$ 445.00	\$ 445.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 16,133.20	\$ 15,773.20
Wawona Lane	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	42,280	\$ 1.13	\$ 47,778.40	6	\$ 360.00	\$ 2,160.00	8	\$ 235.00	\$ 1,880.00	7	\$ 445.00	\$ 3,115.00	0	\$ 360.00	\$ -	100	\$ 3.60	\$ 360.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 55,446.40	\$ 53,286.40
Windmill Canyon Drive	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	114,925	\$ 1.13	\$ 129,865.25	28	\$ 360.00	\$ 7,200.00	18	\$ 235.00	\$ 4,230.00	12	\$ 445.00	\$ 5,340.00	0	\$ 360.00	\$ -	30	\$ 3.60	\$ 108.00	50	\$ 1.80	\$ 90.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	5	\$ 15.00	\$ 75.00	\$ 146,973.25	\$ 139,773.25
Xavier Place	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	6,270	\$ 1.13	\$ 7,085.10	1	\$ 360.00	\$ 360.00	1	\$ 235.00	\$ 235.00	1	\$ 445.00	\$ 445.00	0	\$ 360.00	\$ -	0	\$ 3.60	\$ -	0	\$ 1.80	\$ -	0	\$ 0.80	\$ -	0	\$ 65.00	\$ -	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 8,125.10	\$ 7,765.10
Yolanda Circle	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	87,100	\$ 1.13	\$ 98,423.00	11	\$ 360.00	\$ 3,960.00	7	\$ 235.00	\$ 1,645.00	6	\$ 445.00	\$ 2,670.00	3	\$ 360.00	\$ 1,080.00	50	\$ 3.60	\$ 180.00	100	\$ 1.80	\$ 180.00	0	\$ 0.80	\$ -	2	\$ 65.00	\$ 130.00	0	\$ 60.00	\$ -	5	\$ 15.00	\$ 75.00	\$ 108,343.00	\$ 104,383.00
Zinfandel Circle	0	\$ 2,500.00	\$ -	0	\$ 8.50	\$ -	39,750	\$ 1.13	\$ 44,917.50	3	\$ 360.00	\$ 1,080.00	6	\$ 235.00	\$ 1,410.00	3	\$ 445.00	\$ 1,335.00	0	\$ 360.00	\$ -	25	\$ 3.60	\$ 90.00	440	\$ 1.80	\$ 792.00	0	\$ 0.80	\$ -	1	\$ 65.00	\$ 65.00	0	\$ 60.00	\$ -	0	\$ 15.00	\$ -	\$ 49,689.50	\$ 48,809.50
TOTALS:	14		\$ 35,000.00	1,400		\$ 11,900.00	982,270		\$ 1,087,365.10	115		\$ 41,760.00	119		\$ 27,965.00	90		\$ 40,050.00	6		\$ 2,160.00	661		\$ 3,171.60	2,054		\$ 3,697.20	3,380		\$ 2,704.00	22		\$ 1,430.00	1		\$ 60.00	14		\$ 210.00	\$ 1,257,472.90	\$ 1,215,712.90
Recommended for elimination in order to meet budget																																									

CITY OF CLAYTON, CALIFORNIA

CITY CONTRACT NO.

**2013 NEIGHBORHOOD STREET PAVEMENT REHABILITATION PROJECT
(CIP #10417)**

THIS CONTRACT, made and entered, into this ____ day of _____, 2013, between the **CITY OF CLAYTON** (hereinafter called "City"), and **MCK SERVICES, INC.**, A California Corporation, (hereinafter called "Contractor").

WITNESSETH

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

NOW, THEREFORE, IT IS AGREED, as follows:

1. **Scope of Work**: The Contractor shall perform all the work, and furnish all the labor, materials, equipment, and all the utility and transportation services required to complete all of the public improvements portion of the improvements more particularly described in those certain specification and proposal forms, "2013 NEIGHBORHOOD PAVEMENT REHABILITATION PROJECT (CIP #10417)", dated January, 2013.

2. **Time of Performance and Liquidated Damages**: The Contractor shall begin work as stated in Section G-3 of these specifications and shall diligently prosecute the same to completion before the expiration of the working days as stated in the specifications.

The City has determined, that in the event the Contractor does not complete the work within the time limit so specified or within such further time as said City shall have authorized, the Contractor shall pay to the City liquidated damages in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per day for each and every calendar day's delay in finishing the work beyond the completion and liquidated damages are set forth in the specification and contract documents, which provisions are hereby referred to and incorporated herein by this reference.

3. **Payments**: Payments under this Contract shall be for those public improvements set forth in the project plans, these special provisions and all the Standard Specifications and Standard Plans. Based upon the unit prices set forth in the Contractor's proposal, the estimated price of this Contract is **\$1,380,034.35**. Payments will be made by the City to the Contractor for the work performed, including all labor, material, equipment, and utility and transportation services, to complete said public improvements, at the times and in a manner provided in the specifications, and at the unit prices stated in Contractor's proposal. For all moneys to be withheld by the City, the Contractor may, at his request and expense, substitute securities, equivalent to the amount to be withheld, in the form and manner and subject to the conditions provided in Section 22300 of the Public Contract Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CLAYTON

MCK SERVICES, INC.

By: _____
Mayor

By: _____

By: _____

Attest: _____
City Clerk

Street Address

City

Approved as to Form & Procedure

Mailing Address (if different)

City Attorney

P.O. Box 5697
P.O. Box

Concord, CA 94524
City

Mark Hazen
Contact Person

925-957-9200
Telephone Number

E-mail Address

Federal Tax I.D. Number

LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

Executed on _____, 2013

MCK SERVICES, INC.

By _____

TITLE



Agenda Date: 3-5-13

Agenda Item: 9b

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 05 MARCH 2013

**SUBJECT: ANALYSIS REPORT ON OPTIONS TO RETIRE SIDE-FUND LIABILITY
CITY'S CALPERS SAFETY AND MISCELLANEOUS PENSION PLANS – TIER 1**

RECOMMENDATION

Following staff presentation and public comment, it is recommended the City Council take no action to pre-pay the unfunded CalPERS Side Fund liability for the City's Tier 1 Safety and Miscellaneous pension plans as it is not cost-effective at this time.

BACKGROUND

At the conclusion of its 20 November 2012 regular meeting, then-Mayor Geller asked for a future City Council agenda item to discuss investigation on managing the City's unfunded CalPERS pension liability [for our Tier 1 CalPERS plans]. At its regular public meeting on 05 February 2013, City Clerk/HR Manager Laci Jackson submitted a fairly detailed report outlining the issue and the options to retire the Tier 1 Side Fund liability totaling \$1,218,118.

The City Council requested staff to work with Brandis Tallman LLC to refine the options to include issuance of a pension obligation bond (POB) or use of reserves in the General Fund to pre-pay the liability presently being amortized by CalPERS through a portion of the City's Employer Rate for its Tier 1 employees (PERSable wages only).

SUMMARY

Staff has coordinated with Ms. Nicki Tallman (Brandis Tallman) for an analysis of the cost-benefit for the City's pre-payment of the Tier 1 Side Fund unfunded liability employing either suggested financing method. The calculations at this point reveal it would actually cost the City more to pre-pay the liability obligation to CalPERS, using either payment method, than to allow CalPERS' rate amortization schedule to retire each Side Fund in FY 2017-18 for the Tier 1 Safety Plan and in FY 2019-20 for the Tier 1 Miscellaneous Plan.

Ms. Tallman will be present at the City Council meeting to share her analysis.

Attachments: 1. Brandis Tallman report and PowerPoint charts [16 pp.]
2. CalPERS rate data for Tier 1 and Tier 2 Pension Plans [2 pp.]

BRANDIS TALLMAN LLC

22 Battery Street
Suite 500
San Francisco, CA 94111

Phone: 415-912-5630
Fax: 415-912-5636
www.brandistallman.com

February 28, 2013

Gary Napper
City Manager
6000 Heritage Trail
Clayton, CA 94517-1250

RE: Side Fund Analysis for the City's Miscellaneous and Safety Plans (Tier 1)

Thank you for the opportunity to provide this analysis for the City's Side Fund obligations.

In 2003, the California Public Employees' Retirement System (CalPERS) implemented a requirement that all pension plans with less than 100 active members be assigned to risk-sharing pools with other agencies having similar benefit packages. As required by State law, the City's Miscellaneous and Public Safety Plans were terminated, and the employees in these plans were required to join new State-wide pools. The stated purpose of these pools was to reduce the volatility in pension costs so that a larger group would share the impact of a catastrophic demographic event.

One of the conditions of entry into these new risk-sharing pools was that the City true-up any unfunded liabilities in the former Plans, either by making a lump sum payment or by repaying the liability on an installment basis. The Side Fund is distinct from the City's other CalPERS plans and liabilities. The Side Fund is retired over a fixed term with a fixed amortization schedule based on 1) CalPERS actuarial earnings assumption rate of 7.75% through fiscal year 2012-13, and 7.50% thereafter, and 2) an employer contribution growth rate of 3.25% through fiscal year 2012-13, and 3.00% thereafter. From time to time, CalPERS has changed earnings and growth assumptions. Currently, CalPERS is set to discuss Side Fund amortizations, in general, given the recent enactment of pension reform.

The City's Miscellaneous Plan Side Fund balance is \$411,654 as of June 30, 2013. This balance is being amortized by CalPERS over the next 7 years and is a percentage of the Miscellaneous Plan employer's rate. It is equal to 6.16% of the employer rate for fiscal year 2013-14.

The City's Safety Side Fund balance is \$674,887 as of June 30, 2013. This balance is being amortized by CalPERS over the next 5 years and is a percentage of the Safety Plan employer's rate. It is equal to 17.39% of the employer rate for fiscal year 2013-14.

Due to the high interest rate being charged by CalPERS, many agencies in the State have analyzed paying off their Side Funds with cash or with a new loan at a lower interest rate (refinancing). We conducted an analysis of the City's Side Fund to determine if pay off now would provide benefit to the City. The analysis is based on certain assumptions and factors that are subject to change from time to time including assumptions made by CalPERS, and the City's projections of future Side Fund PERSable payroll (employee wages). The analysis is intended to be used as a basis for discussion.

DISCUSSION

As noted above, the City owes \$411,654 on its Miscellaneous Plan as of June 30, 2013. The City gets credit for paying its full amortization to CalPERS (which is \$529,216 at the earnings rate of 7.50% and the growth rate of 3.00%) even if the City doesn't make that full payment because of a drop or slower growth rate in PERSable payroll. Based on actual payroll for FYE 2010, 2011, and 2012, and projected payroll thereafter, the City is expected to pay \$467,739 to retire the Miscellaneous Plan over the next 7 years. This equates to an interest rate of about 3%.

The City owes \$674,887 on its Safety Plan as of June 30, 2013. Again, the City gets credit for paying its full amortization to CalPERS (which is \$807,865 at the earnings rate of 7.50% and the growth rate of 3.00%) even if the City doesn't make that full payment because of a drop or slower growth rate in PERSable payroll. Based on actual payroll for FYE 2010, 2011, and 2012, and projected payroll thereafter, the City is expected to pay \$691,064 to retire the Safety Plan over the next 5 years. This equates to an interest rate of about 1%.

The City has several options related to its Side Fund.

- 1) The City can continue on its path with CalPERS. The City benefits from the pooling and smoothing provisions offered by CalPERS.
- 2) The City can pay off its Side Fund balances with reserves. The existing interest rate of 3% for Miscellaneous and about 1% for Safety should be considered, however, before spending reserves for this purpose.
- 3) Side Fund balances can be refinanced with a new loan. In the City's case, however, the rate being paid to CalPERS is below that which is available in the capital marketplace. The City would have to increase PERSable payroll by greater than 6% each year through fiscal year 2019-20 for the Miscellaneous Plan, and through fiscal year 2017-18 for the Safety Plan, to receive a benefit from refinancing with a new loan.

Within the next six months, CalPERS is scheduled to consider the effect of recently enacted pension reform on Side Fund plans. At that time, we can reanalyze the City's Side Fund and update available options.

Sincerely,

Nicki Tallman

BRANDIS TALLMAN LLC

*Investment Banking for
California's Communities*

Clayton *California*



City of Clayton, California

CalPERS Side Fund Analysis
Miscellaneous First Tier & Safety First Tier Plans

March 5, 2013

About Brandis Tallman LLC

- Brandis Tallman is a full service investment banking firm that provides bond underwriting and placement agent services to public agencies.
- Our investment banking department offers financial analysis, planning and debt structuring for capital projects.
- Our trading and sales department distributes our municipal underwritings to a customer base that includes retail accounts, institutional investors such as mutual funds, banks, and insurance companies, and money managers and investment advisors.
- Brandis Tallman began working on Side Fund refinancings in 2010 and has developed a private placement/direct loan program with our institutional lenders to provide an efficient, cost effective financing process. We have closed 18 Side Fund refinancings in the last two years.

CalPERS Side Fund

- In 2003, California Public Employees' Retirement System (CalPERS) implemented a requirement that all pension plans with less than 100 active members be assigned to risk-sharing pools with other agencies having similar benefit packages.
- Purpose of Risk-Sharing Pools: Reduce volatility in pension costs so larger group would share impact of a catastrophic demographic event.
- Conditions of entry into risk-sharing pools → City true-up any unfunded liabilities in former Plans by 1) making lump sum payment, or 2) by repaying liability on installment basis.
- Side Fund retired over a fixed term with fixed amortization schedule based on certain earnings and growth rate assumptions.
- Many factors affect the existing side fund payment estimate including projected payroll and any change that CalPERS may implement relating to growth and contribution rates, or recently enacted pension reform. Side Fund payments are an estimate based on payroll estimates and CalPERS methodology, but are subject to change.

City's Current Miscellaneous Plan

CalPERS Amortization Schedule

Fiscal Year	Beginning Side Fund Balance	Remaining Payment Period	Earnings Rate	Employer Contribution Growth Rate	Side Fund Payment	Ending Side Fund Balance
2013-14	411,654	7	7.50%	3.00%	\$69,066	370,919
2014-15	370,919	6	7.50%	3.00%	\$71,138	324,980
2015-16	324,980	5	7.50%	3.00%	\$73,272	273,383
2016-17	273,383	4	7.50%	3.00%	\$75,470	215,638
2017-18	215,638	3	7.50%	3.00%	\$77,735	151,214
2018-19	151,214	2	7.50%	3.00%	\$80,067	79,540
2019-20	79,540	1	7.50%	3.00%	\$82,469	0
					<u>\$529,217</u>	

- The City's Miscellaneous Side Fund balance is \$411,654 as of June 30, 2013. This balance is being amortized over the next 7 years and is a percentage of the Miscellaneous Plan employer's rate. It is equal to 6.16% of the employer rate for fiscal year 2013-14.

Miscellaneous Plan

Year	CalPERS Projected Payroll	CalPERS Projected Side Fund Payments	% of Employer Rate	City Actual & Projected Payroll	City Projected Side Fund Payments	% of Employer Rate
2012-13	1,128,167	67,119	5.95%	894,251	53,202	5.95%
2013-14	1,120,630	69,066	6.16%	894,251	54,836	6.13%
2014-15	1,154,249	71,138	6.16%	894,251	56,902	6.36%
2015-16	1,188,876	73,272	6.16%	894,251	67,054	7.50%
2016-17	1,224,543	75,470	6.16%	894,251	69,066	7.72%
2017-18	1,261,279	77,734	6.16%	894,251	71,138	7.96%
2018-19	1,299,117	80,066	6.16%	894,251	73,272	8.19%
2019-20	1,338,091	82,468	6.16%	894,251	75,470	8.44%
Total 2013-14 thru 2019-20		529,216			467,739	

The City owes \$411,654 on its Miscellaneous Plan as of June 30, 2013. The City gets credit for paying its full amortization to CalPERS (which is \$529,216) even if the City doesn't make that full payment because of a drop in PERSable payroll. Based on actual payroll for FYE 2010, 2011, and 2012, and projected payroll thereafter, the City is expected to pay \$467,739 to retire the Miscellaneous Plan over the next 7 years. This equates to an interest rate of about 3.00%.

City's Current Safety Plan

CalPERS Amortization Schedule

Fiscal Year	Beginning Side Fund Balance	Remaining Payment Period	Earnings Rate	Employer Contribution Growth Rate	Side Fund Payment	Ending Side Fund Balance
2013-14	674,887	5	7.50%	3.00%	\$152,165	567,736
2014-15	567,736	4	7.50%	3.00%	\$156,730	447,815
2015-16	447,815	3	7.50%	3.00%	\$161,432	314,026
2016-17	314,026	2	7.50%	3.00%	\$166,274	165,180
2017-18	165,180	1	7.50%	3.00%	\$171,263	0
					<u>\$807,864</u>	

- The City's Safety Side Fund balance is \$674,887 as of June 30, 2013. This balance is being amortized over the next 5 years and is a percentage of the Safety Plan employer's rate. It is equal to 17.39% of the employer rate for fiscal year 2013-14.

Safety Plan

Year	CalPERS Projected Payroll	CalPERS Projected Side Fund Payments	% of Employer Rate	City Actual & Projected Payroll	City Projected Side Fund Payments	% of Employer Rate
2012-13	876,556	147,900	16.87%	662,221	111,736	16.87%
2013-14	875,059	152,165	17.39%	662,221	115,224	17.40%
2014-15	901,311	156,730	17.39%	662,221	119,212	18.00%
2015-16	928,350	161,432	17.39%	662,221	147,733	22.31%
2016-17	956,201	166,275	17.39%	662,221	152,165	22.98%
2017-18	984,887	171,263	17.39%	662,221	156,730	23.67%
Total 2013-14 thru 2017-18		807,865			691,064	

The City owes \$674,887 on its Safety Plan as of June 30, 2013. Again, the City gets credit for paying its full amortization to CalPERS (which is \$807,865) even if the City doesn't make that full payment because of a drop in PERSable payroll. Based on actual payroll for FYE 2010, 2011, and 2012, and projected payroll thereafter, the City is expected to pay \$691,064 to retire the Safety Plan over the next 5 years. This equates to an interest rate of about 1.00%.

Options Related to Side Fund

1. The City can continue on its path with CalPERS. The City benefits from the pooling and smoothing offered by CalPERS.
2. The City can payoff its Side Fund balances with reserves. The existing interest rate of 3% for Miscellaneous and about 1% for Safety should be considered, however, before spending reserves for this purpose.
3. Side Fund balances can be refinanced with a new loan. In the City's case, however, the current rate being paid to CalPERS is below that which is available in the capital marketplace. See the following slide for refinancing results.

Within the next six months, CalPERS is scheduled to consider the effect of recently enacted pension reform on Side Fund plans. At that time, we can reanalyze the City's Side Fund and update available options.

Refinancing with a New Loan

	Refinancing Results
Cost to Payoff Side Fund 6/30/2013	\$1,086,541
Costs of Issuance (1)	\$65,459
Par Amount	\$1,152,000
Arbitrage Yield	3.85%
All-in True Interest Cost	5.69%
Total Debt Service	
Refunding	\$1,307,540
Existing	\$1,158,803
Savings/(Cost)	(\$148,737)
Average Fiscal Year Savings/(Cost)	(\$21,248)

(1) Includes bond counsel, validation costs, placement agent fee, lender's legal counsel, CDIAC, and contingency.

*The City would have to have an increase in PERSable payroll greater than 6% each year through FY 2019-20 for the Miscellaneous Plan, and through FY 2017-18 for the Safety Plan, to receive a benefit from refinancing with a new loan.

Sources and Uses of Funds
City of Clayton
2013 Refunding of CalPERS Side Fund Refunding (Safety First Tier & Misc. Plans)

Sources:

Bond Proceeds:

Par Amount	1,152,000.00
	1,152,000.00

Uses:

Project Fund Deposits:

Side Fund Payoff at 6/30/2013	1,086,541.00
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Delivery Date Expenses:

Cost of Issuance	65,172.80
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Other Uses of Funds:

Rounding	286.20
	1,152,000.00

Cost of Issuance
City of Clayton
2013 Refunding of CalPERS Side Fund Refunding (Safety First Tier & Misc. Plans)

Cost of Issuance	Amount
Bond Counsel	22,500.00
Validation	8,000.00
Lender's Legal	10,000.00
CDIAC	172.80
Placement Agent	22,500.00
Contingency	2,000.00
	65,172.80

Bond Summary Statistics

City of Clayton

2013 Refunding of CalPERS Side Fund Refunding (Safety First Tier & Misc. Plans)

Dated Date	6/30/2013
Delivery Date	6/30/2013
Last Maturity	6/30/2020

Arbitrage Yield	3.850000%
True Interest Cost (TIC)	3.850000%
Net Interest Cost (NIC)	3.850000%
All-In TIC	5.694405%
Average Coupon	3.850000%

Average Life (years)	3.507
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Par Amount	1,152,000.00
Bond Proceeds	1,152,000.00
Total Interest	155,540.00
Net Interest	155,540.00
Total Debt Service	1,307,540.00
Maximum Annual Debt Service	248,802.25
Average Annual Debt Service	186,791.43

Underwriter's Fees (per \$1000)

Average Takedown

Other Fee

Total Underwriter's Discount

Bid Price	100.000000
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Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	1,152,000.00	100.000	3.850%	3.507
	1,152,000.00			3.507

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,152,000.00	1,152,000.00	1,152,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-65,172.80	
- Other Amounts			
Target Value	1,152,000.00	1,086,827.20	1,152,000.00
Target Date	6/30/2013	6/30/2013	6/30/2013
Yield	3.850000%	5.694405%	3.850000%

Bond Debt Service
City of Clayton
2013 Refunding of CalPERS Side Fund Refunding (Safety First Tier & Misc. Plans)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/30/2013	75,000	3.850%	22,176.00	97,176.00	
6/30/2014	74,000	3.850%	20,732.25	94,732.25	191,908.25
12/30/2014	80,000	3.850%	19,307.75	99,307.75	
6/30/2015	80,000	3.850%	17,767.75	97,767.75	197,075.50
12/30/2015	103,000	3.850%	16,227.75	119,227.75	
6/30/2016	103,000	3.850%	14,245.00	117,245.00	236,472.75
12/30/2016	110,000	3.850%	12,262.25	122,262.25	
6/30/2017	110,000	3.850%	10,144.75	120,144.75	242,407.00
12/30/2017	117,000	3.850%	8,027.25	125,027.25	
6/30/2018	118,000	3.850%	5,775.00	123,775.00	248,802.25
12/30/2018	44,000	3.850%	3,503.50	47,503.50	
6/30/2019	44,000	3.850%	2,656.50	46,656.50	94,160.00
12/30/2019	47,000	3.850%	1,809.50	48,809.50	
6/30/2020	47,000	3.850%	904.75	47,904.75	96,714.25
	1,152,000		155,540.00	1,307,540.00	1,307,540.00

Savings Schedule
City of Clayton
2013 Refunding of CalPERS Side Fund Refunding (Safety First Tier & Misc. Plans)

Period Ending	Principal	Annual Debt Service	Existing Side Fund Payments	Savings/(Cost)
6/30/2014	149,000	191,908	170,060	(21,847.93)
6/30/2015	160,000	197,076	176,114	(20,961.29)
6/30/2016	206,000	236,473	214,787	(21,685.37)
6/30/2017	220,000	242,407	221,231	(21,176.00)
6/30/2018	235,000	248,802	227,868	(20,934.32)
6/30/2019	88,000	94,160	73,272	(20,887.88)
6/30/2020	94,000	96,714	75,470	(21,243.97)
	1,152,000	1,307,540	1,158,803	(148,736.76)

CALPERS UNFUNDED LIABILITY – TIER 1 (aka. Side Fund)* **City of Clayton, CA**

UNIT	JUNE 2012	JUNE 2011	JUNE 2010	JUNE 2004	JUNE 1999	JUNE 1994
Public Safety	\$ 770,449	\$ 853,030	\$ 925,328	\$1,158,768	\$ 88,430	\$ 605,835
Miscellaneous	\$ 447,669	\$ 478,096	\$ 504,363	\$ 549,429	(\$ 579,148)	(\$ 7,213)
Totals	\$1,218,118	\$1,331,126	\$1,429,691	\$1,708,197	(\$ 490,718)	\$ 598,622

* "Unfunded Liability" is the amount the City's CalPERS actuarial annually determines is owed in addition to current payment. The liability due is being amortized (paid down at approx. \$100k+ per year) through the City's current CalPERS' rates; a portion of the Employer rate goes to retire this liability.

Notes:

1. This October 2012 data is the latest information released by CalPERS; there is always a one year time lag in its generation of this data, which is based on an Annual Valuation Report as of 30 June 2011.
2. The City altered its CalPERS retirement plans in early 2001, moving from 2% at age 60 to 2% at age 55 for the Miscellaneous Unit, and from 2% at age 50 to 3% at age 55 for the Public Safety Unit. Neither of those Plans is the premium pension plan offered by CalPERS for either Unit.
3. In January 2011 the City Council enacted a contract that new employees of this City be enrolled in the 2% at 60 [Tier 2] pension plan for the Miscellaneous Unit and the 2% at 50 [Tier 2] pension plan for the Public Safety Unit.
4. Numbers bracketed or in **green** indicate that particular plan had a surplus balance at the time (referred to as "superfunded").
5. Public Safety (Tier 1) rate for Employer in FY 2013-14 will be 38.163%, up 1.233 points from FY 2012-13 (rate was 36.930%; a 3.34% rate jump). CalPERS estimates the FY 2014-15 Employer Rate will rise to 39.7% (4.03% increase). The Employee portion of 9% currently paid by the City is in addition to this rate (combined = 47.163% for FY 13-14). The unfunded liability (Side Fund), as noted on the chart above, represents 17.389 points of the Employer Rate and the pool's unfunded liability equals 4.963 points of the Rate (this amount cannot be paid off).
6. Misc. Unit (Tier 1) rate for Employer in FY 2013-14 will be 16.445%, up 0.78 points from FY 2012-13 (rate was 15.665%; a 4.98% rate jump). CalPERS estimates the FY 2014-15 Employer Rate will rise to 17.3% (5.2% increase). The Employee portion of 7% currently paid by the City is in addition to this rate (combined = 23.445%). The unfunded liability (Side Fund), as noted on the chart above, represents 6.163 points of the Employer Rate and the pool's unfunded liability represents 2.23 points of the Rate (this amount cannot be paid off).

CalPERS TIER 2 PLAN RATES
City of Clayton, CA

<u>EMPLOYER RATE*</u>	<u>FY 2013-14</u>	<u>FY 2012-13 (New)</u>
PUBLIC SAFETY (2% at age 50)	19.90%	19.204%
MISCELLANEOUS (2% at age 60)	8.049%	7.846%

* Employees pay 100% of their Employee contribution:
9% for Public Safety and 7% for Miscellaneous

DATE: 24 JANUARY 2013



Agenda Date: 3-5-13

Agenda Item: 9c

Approved:

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Maintenance Supervisors

DATE: March 5 2013

SUBJECT: Clayton Fountain Pump Energy Efficiency Report

RECOMMENDATION

Following staff report and public comment, that Council provides any policy direction regarding this matter and/or submit requests for Clayton Fountain operation reviews to its Trails and Landscape Committee.

BACKGROUND

Staff was requested by the City Council to conduct research into energy efficient upgrades for the pumps at the Clayton Fountain. The hypothesis was there are more efficient models than the current Fountain pumps. This interest is hope in making the Clayton Fountain more cost effective to allow its more frequent operation (on a daily basis) instead of operation based on approved Council Policy (selected special events and holidays).

The Clayton Fountain, located at the corner of Clayton Road and Oakhurst Drive, was part of the Oakhurst subdivision and was constructed as part of the Oakhurst Development. The Fountain contains two ponds; one is an upper pond (about twenty five feet above the lower pond) that houses the 'geysers' and also forms the waterfall portion where the water overflows down the rocks into the lower pond. The lower pond is the larger of the two ponds and is where the water is collected from the falls and pumped back up to the upper pond.

When the Fountain was built (around 1992) it became part of the Oakhurst Landscape District (OLD), which was formed to fund and to maintain the landscape improvements within the development when the Oakhurst Development was being constructed. The water fountain's operation was funded by this District which received funds from the new property owners within the Oakhurst Development (and by the developer of Oakhurst until the development had been completely built out). In 1997 Clayton voters approved Ballot

Measure 'E' merging the Oakhurst Landscape District with the already existing Clayton Landscape District to make one special district within the City and to equalize the parcel tax from each property owner within the two smaller districts.

Voter approval of the single district brought an initial term of ten years (to 2007) for the new Landscape District; if not renewed by Clayton voters by the end of this ten year life, the District and its accompanying revenue would cease to exist, along with monies to maintain and operate the District landscaping. Sometime after these districts merged in 1997 it was determined there was not going to be sufficient revenue in the budget to operate the Clayton Fountain on a year round basis with all of its other obligations. A decision was made to completely stop running the Clayton Fountain to save the new Landscape Maintenance District resources for other higher priorities within the District (e.g. public landscape and trails).

A few years later in 2002 the community issue arose again urging the Clayton Fountain's full operation. Arising from this request the Clayton City Council approved a Clayton Fountain Operational Policy which allowed private parties or organizations to request running the Fountain for a fee. As established by the Clayton City Council, the Policy also designated days of operation of the Fountain on specified holidays and City-sponsored events. In the following year and four years before the City Landscape Maintenance District was going to sunset, the Clayton City Council established a "Blue Ribbon Citizen Committee" to assist in development of a strategic plan to guide the Landscape Maintenance District. After many meetings and much research the Blue Ribbon Committee came up with a strategic plan that included a renewal measure for another ten year term of the Clayton Landscape District. The measure included a set of standards for the care of the landscape within the District with associated costs, a bond issuance to capitalize the District revenues and commencement of replacement landscaping and improvements immediately; this plan also supported funds for the Fountain's operation on weekends.

The Blue Ribbon Committee determined, after much research, that the costs to operate the Fountain on a 365 day schedule were too high to incorporate as part of the overall measure so it compromised with just a weekend running schedule. The cost per parcel for weekend operation was estimated then to be \$10.29 and for year round schedule at 18 hours a day \$22.34. The City Council accepted the Blue Ribbon Committee's recommendations and placed Ballot Measure "M" to a vote of Clayton residents in 2005. The Measure failed to garner enough votes to pass with the 2/3 majority rule.

After the failure of Measure "M" the committee was asked by the City Council to go back to the drawing board and come up with a leaner ballot measure that could be passed by the Clayton electorate. What resulted was a less costly measure with leaner maintenance standards to bring down costs. In the inevitable exchange and squabble over priorities and standards, the final proposal eliminated the Clayton Fountain from weekend operation and the bonds for deferred maintenance projects within the Landscape District. The resultant Measure "B" passed overwhelming by the Clayton voters in 2007. Since its passage the Clayton Fountain now only operates as it previously did with eleven (11) holiday/special event days designated in 2002 by the Clayton City Council.

THE FOUNTAIN'S PUMPS

There are three major pumps used in the operation of the Clayton Fountain which are all housed in a 'vault' approximately fifteen feet underground. These pumps are as follows:

A. One 3HP (HP-Horse Power) pump that operates the filter pump much like a swimming pool pump is used. The difference between this pump and a swimming pool pump is how it operates; this particular Fountain pump needs to move more water per minute (approximately 160GPM (GPM-gallon per minute)) plus lift it 35 feet in elevation. This function is much more than what a residential swimming pool pump does. Most residential pools are smaller in size so they need much less water moved per minute and usually have the pumps located at the pool water level or close to it. The Clayton Fountain ponds necessitate a single speed 3hp pump for this task instead of a two speeds or variable speed pump commonly found in a swimming pools filtering systems. This pump must run daily year round for public health and welfare concerns just as a homeowner's pool needs to be constantly ran for the same reasons. This pump has been replaced in the last year so it meets all of the newest energy efficiency standards for a single speed motor.

B. One 25HP pump that operates the geysers is located in the upper pond at the Clayton Fountain. The existing pump motor had an 89.5% efficiency rating at full load. The pump moves approximately 1300 GPM of water and costs approximately \$4.58 an hour to operate with the cost for electricity at .22 cents per Kwh. (PG&E shown rate plan).

Recently this pump motor shorted out and is not operational. The cost to rebuild this motor (remove, rebuild, and reinstall) would be about the same as purchasing a new premium efficient motor. Staff obtained quotes to replace this motor with a brand new premium efficient motor (93.6% efficiency rating) with the lowest quote at \$3,554.36 including labor for the installation. This new premium pump motor has just been installed with its completion on February 25th. Funding for this replacement came from the Landscape District budget.

C. One 30HP pump operates the waterfalls that cascade from the upper pond to the lower pond. The existing pump motor has a 90.2% efficiency rating at full load. The pump moves approximately 3000 GPM of water and costs approximately \$5.14 an hour to operate with the cost for electricity at .22 cents per Kwh.

In preparation for this report, staff had the Fountain inspected by Grundfos CBS, Inc., the manufacturer of the 25HP and 30HP pumps located at the Clayton Fountain. The technician's report is attached but essentially indicates the installed pumps are of standard commercial efficiency and replacing the motors with premium efficient motors will give only a small improvement in energy usage. The pumps themselves are rated at an 86% efficiency rating which is among the highest in the industry. The following table shows the differences in operating costs between a new premium efficient motor and the existing pump motor running for a twelve and eighteen hour day. As the report attached from Grundfos states, the longer the pumps run the greater the energy savings but of course greater are the operational costs:

Current Pumps vs. Premium Efficient Pumps

Type/Run Time	Feature	Kw cost	HP/rating	Hour/cost	Day/cost	Monthly cost	Yearly cost
Old/Pump 12 HRS 18 HRS	Geyser	00.22	25HP	\$4.58	57.16 82.44	1,738.62 2,507.55	20,867.43 30,090.60
New/Pump 12 HRS 18 HRS	Geyser	00.22	25HP	\$4.39	52.68 79.02	1,602.35 2,403.53	19,228.20 28,842.30
Old/Pump 12 HRS 18 HRS	Waterfall	00.22	30HP	\$5.14	61.68 92.52	1,876.10 2,814.15	22,513.20 33,769.80
New/Pump 12 HRS 18 HRS	Waterfall	00.22	30HP	\$4.96	59.52 89.28	1,810.40 2,715.60	21,724.80 32,587.20

Example: for an eighteen hour a day running time (which is the operational time for special events per day), the yearly (365 days) savings using premium efficient motors for both pumps would be \$2,430.90. Be advised the assumption for electrical costs will be higher then shown during peak demand times which are during the summer months from 12pm to 6pm. The .22 cents Kwh charge is the flat rate the City now pays under our new demand rate plan during the year but will increase in Kwh costs when summer time demand charges are incurred. This will affect the total savings seen in old pump motor versus new pump motor because of the increase costs for electricity, which provides more dollar savings but does not change the amount of power that would be used. Further, the City's overall total cost for energy will be more during this time because of the higher price for electricity.

ANALYSIS

By replacing the two existing pump motors with higher efficiency pump motors, the overall savings for a 365 day operation would be approximately 4% in energy usage. The added cost to the Landscape Maintenance District to run the Clayton Fountain on a daily basis would be \$58,221.90. This cost does not include the on-demand charges PG&E will assess in the summer months, the operating costs now incurred to operate the Clayton Fountain, or the capital cost to purchase premium efficiency motors.

The Fountain's currently-limited operation costs are around \$22,382 which includes the previous 12 months of electrical cost (power for lights, filter, and pumps running for special events) and monthly maintenance. Using those figures the total cost to operate the Clayton Fountain year round for eighteen hours a day would be a minimum of \$80,604 a year. There would likely be more repair/maintenance costs associated with operating the pumps year round plus the unknown cost of power during peak usage time. The cost to operate

based on this schedule could easily reach \$100,000 a year in operational cost or over 10% of the annual Landscape Maintenance District Budget.

If the last pump (30HP waterfall) is upgraded to a premium efficient rating, the estimated cost would be \$7,291.90 for the new pump motor and installation (see attached quote). Operation of the Fountain on its current special event/holiday schedule produces a net energy savings of \$59.40 a year, which means it would take 122.76 years for the motor to pay for itself from the energy savings. If the premium efficiency pump was used on a 360 day schedule at the 18 hours per day, the energy savings (at today's rates) would be \$1,182.60 a year for a payback time of 6.17 years. Under the last scenario, the cost to operate the Fountain more frequently needs to be factored into the "savings" equation.

POLICY QUESTION

Over the past two fiscal years the Clayton Landscape Budget has operated in an acknowledged deficit because of the many deferred maintenance projects that were being funded from this budget, including the just completed Clayton Road Median Project in the downtown, the CVS terraced walls, and Daffodil Hill. At the end of the 2011/12 fiscal year the reserve within the Clayton Landscape District stood at \$115,127 which is below the reserve levels the City would prefer to maintain for the operation of the Clayton Landscape District. The 2012/13 approved Clayton Landscape District budget is forecast to show a recapitalization of the reserves to \$217,000, a level more in historical line with City preferences. If the City Council decides it would like the Clayton Fountain to run on a 365 day schedule with the added estimated cost of between \$60,000 and \$80,000 year to the Clayton Landscape Budget, such direction would push a policy discussion of existing service cuts within the budget to keep the Clayton Landscape District from operating in the red.

Should the City Council be interested in pursuing an elevated Clayton Fountain operation in the Landscape Maintenance District, staff recommends the policy question be referred to the citizens Trails and Landscaping Committee (TLC) for its review and recommendation to the City Council.

Attachments: Energy analysis Paco Pumps [2pgs]
PG&E energy usage and rate plan [3pgs]
Paco pumps quote for 30hp motor [1pg]
Pictures of the pumps (3)

GRUNDFOS CBS, INC
PACO PUMPS
SERVICE- SALES- PARTS

25568 Seaboard Lane, Hayward, CA 94545
Phone: 510-512-1300 Fax: 510-639-3360

TO: CITY OF CLAYTON
ATTN: MARK JANNEY
REF: PACO WATER FEATURE
PUMPS
PHONE: (925) 673-7327
EMAIL : mjanney@ci.clayton.ca.us

FROM: DAVE DECKER
DATE: 02-04-2013
PHONE: (510) 512-1345 OFFICE
(510) 999-1184 CELL
FAX (510) 639-3360
PAGES:

REMARKS: ☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please Comment

PROPERTY LOCATION: INTERSECTION OF CLAYTON RD & OAKHURST DR
EQUIPMENT LOCATION: INSIDE PUMP VAULT
EQUIPMENT TYPE: WATER FEATURE "GEYSER PUMP" & "WATERFALL PUMP"
BRAND/MODEL: PACO/10-50957 W/ 25 HP, 1760 RPM, TEFC, 89.5% STANDARD
EFFICIENCY MOTOR & PACO/29-10129 W/30 HP, 1175 RPM, WP-1, 90.2% EFFICIENCY
MOTOR RATING

Dear Mr. Janney,

Thank you for arranging our recent site meeting to inspect the PACO water feature pump installation. As per our discussions I am pleased to provide the following pump energy cost analysis for your consideration:

ENERGY ANALYSIS

The existing PACO "Geyser Pump" has a standard efficiency motor with a full load efficiency rating of 89.5%. Based on the information you provided, the following assumptions can be made:

- The pump runs 14 hours per day approximately 30 days per year for a total of 420 hours per year
- The cost of electricity is estimated at .19/KWHr

Utilizing wire to water efficiency calculations (motor efficiency times pump efficiency) the cost of pumping with a standard efficient motor (89.5%) is estimated to be \$1,663.00 per year. The same calculation applied to a Premium Efficient motor with a full load efficiency rating of 93.6% is estimated to cost \$1,591.00 per year. A Premium Efficient motor results in an annual savings of approximately \$72.00 in electricity costs.

Of course the savings would be much more dramatic if the pump operating cycles were increased. Additionally, the existing PACO pump has an 87% efficiency rating (among the highest in the industry) which further helps to reduce the cost of pumping for this pump installation.

PAGE TWO (Cont.)

The motor on the existing PACO "Waterfall Pump" has a full load efficiency rating of 90.2%. Using the stated assumptions above, the cost of pumping with the existing 90.2% efficient motor is estimated to be \$1,866.00 per year. The same calculation applied to a Premium Efficient motor with a full load efficiency rating of 93.6% is estimated to cost \$1,799.00 per year. A Premium Efficient motor results in an estimated annual savings of approximately \$67.00 in electricity costs.

Again, the savings would be much more dramatic if the pump operating cycles were increased. Additionally, the existing PACO pump has an 86% efficiency rating (among the highest in the industry) which further helps to reduce the cost of pumping for this pump installation.

Please feel free to contact me at any time should you have any questions.

Sincerely – Dave Decker



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We're in the process of collecting your data. We'll estimate your costs when you have 9 months of interval data.

As mandated by the California Public Utilities Commission, many small and medium businesses' flat electric rates will be replaced by time-of-use rates starting in November 2012.

Your current rate A10 Standard Prices stay the same all day. This rate has a demand charge.	E19 Time-of-Use Prices change by time of day. This rate has a demand charge. Save on this rate if you can use little in the afternoon.	A10 Peak Day Pricing Prices change by time of day and are higher 9 - 15 days annually. This rate has a demand charge. This rate has extra options Save on this rate if you can be flexible on 9 - 15 days per year.
E19 Peak Day Pricing Prices change by time of day and are higher 9 - 15 days annually. This rate has a demand charge. This rate has extra options Save on this rate if you can be flexible on 9 - 15 days per year.	A10 Time-of-Use Prices change by time of day. This rate has a demand charge. Save on this rate if you can use little in the afternoon.	

Why are we offering these rates?

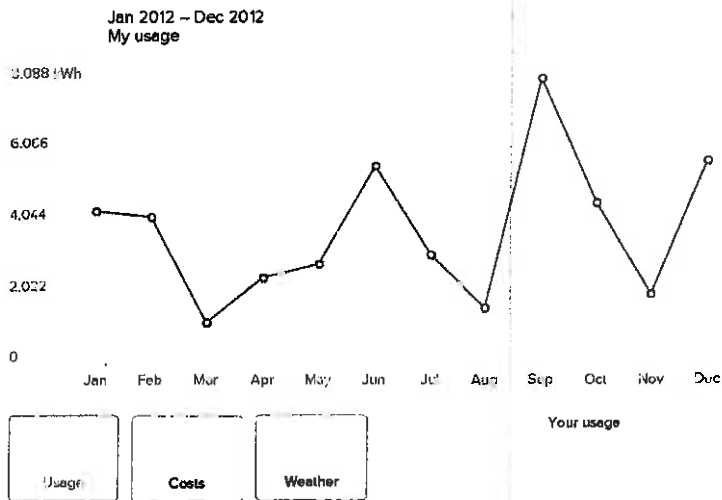
We're offering these rates to help you lower your bills and to provide you with better service.

These rates will:

Logged in as clayton600 [Contact Us](#) [Logout](#)[My Usage Details](#)[My Rates](#)

My Energy Use

Show my electricity

Location: **COR OAKHURST &, CLAYTON, CA** [change](#)

If you are a Solar or NEM customer, please visit www.pge.com/solarupgrade for more information about what's available in My Energy.

Find tips to reduce your use:

- Free steps to take
- Smart purchases
- Great investments

The graph displayed above depicts only usage and volumetric usage charges based on available interval data. The graph does not include other fees such as local utility user taxes and certain other taxes, surcharges and fees or medical baseline adjustments. As a result, the volumetric usage charges displayed in the graph will not reflect all of the charges on your bill.

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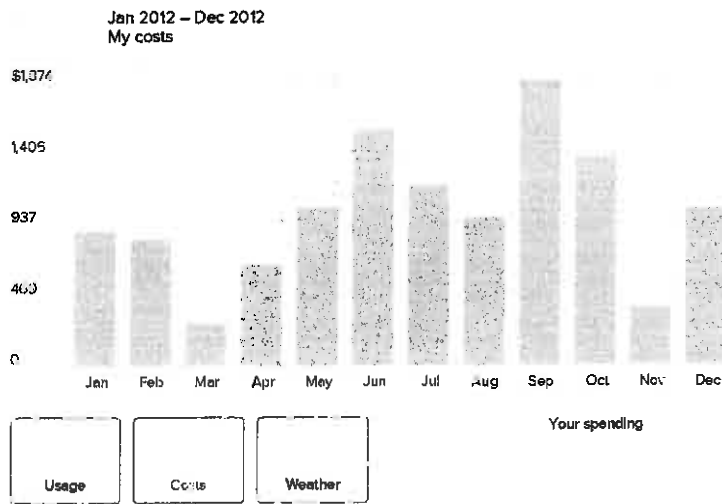
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Steps you can take:

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GRUNDFOS CBS, INC
PACO PUMPS
SERVICE- SALES- PARTS

25568 Seaboard Lane, Hayward, CA 94545
Phone: 510-512-1300 Fax: 510-639-3360

QUOTATION

TO: CITY OF CLAYTON
ATTN: MARK JANNEY
REF: PACO WATERFALL PUMP

FROM: DAVE DECKER
DATE: 02-14-13
PHONE: (510) 512-1345 OFFICE
(510) 999-1184 CELL
FAX (510) 639-3360

PHONE: (925) 673-7327
EMAIL : mjanney@ci.clayton.ca.us

PAGES:

REMARKS: ☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please Comment

PROPERTY LOCATION: INTERSECTION OF CLAYTON RD & OAKHURST DR

EQUIPMENT LOCATION: INSIDE PUMP VAULT

EQUIPMENT TYPE: "WATERFALL PUMP"

BRAND/MODEL: PACO/29-10129-155001-1883 WITH 30 HP, 1175 RPM, WP-1

ENCLOSURE, 90.2% STANDARD EFFICIENCY MOTOR

PROBLEM REPORTED: NONE – OWNER CONSIDERING UPGRADE TO PREMIUM EFFICIENT MOTOR

Dear Mr. Janney,

As per our discussions I am pleased to provide the following Premium Efficient motor quote for your consideration:

MATERIAL SCOPE

Provide a new PREMIUM ENERGY EFFICIENT vertical motor for the existing PACO "Waterfall Pump" as referenced above:

(One) US MOTORS 30 HP, 1200 RPM, 3 PHASE, 230/460 VOLT, 60 HZ, WP-1
ENCLOSURE, 326VP FRAME, PREMIUM EFFICIENT VERTICAL SOLID SHAFT MOTOR
Weight – 725 Lbs.

Motor Cost: **\$4,140.00 (Plus Tax & Shipping)**

INSTALLATION SCOPE

Provide two Field Service Technicians and all necessary rigging equipment to install above Premium Efficient motor. All necessary wiring connections will be made for a complete "turn-key" installation.

Labor Cost to Install Above Motor: **\$2,800.00**





02/22/2008

