



AGENDA

REGULAR MEETING

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CLAYTON CITY COUNCIL

* * *

TUESDAY, April 1, 2014

7:00 P.M.

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

Mayor: Hank Stratford
Vice Mayor: David T. Shuey

Council Members

Jim Diaz
Howard Geller
Julie K. Pierce

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

*** CITY COUNCIL ***

April 1, 2014

1. CALL TO ORDER THE CITY COUNCIL – Mayor Stratford.

2. PLEDGE OF ALLEGIANCE – led by Mayor Stratford.

3. 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 City Council regular meeting of March 18, 2014. ([View Here](#))
- (b) Approve Financial Demands and Obligations of the City. ([View Here](#))
- (c) Approve the City Manager's appointment of Janet Brown as Clayton City Clerk. ([View Here](#))
- (d) Adopt a Resolution adding the preparation of a Clayton Sanitary Sewer Management Plan (SSMP) to the City's Grants Fund (Fund 230), Project No. 4021, and awarding a contract to Humphrey Consulting in the amount of \$21,940.00 for the development of the City's Sanitary Sewer Management Plan. ([View Here](#))
- (e) Accept the City's Investment Portfolio Report for the Second Quarter of FY 2013-14 ending December 31, 2013. ([View Here](#))

4. RECOGNITIONS AND PRESENTATIONS – None.

5. REPORTS

- (a) Planning Commission – No meeting held.
- (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

6. 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.

7. PUBLIC HEARINGS - None.

8. ACTION ITEMS

- (a) Consider the Council Sub-Committee's and staff's recommendation to retain the Transwestern commercial brokerage firm to list and market certain City-owned properties for sale and development in the Clayton Town Center:

1. One vacant 1.67 acre real property on Main Street (APN 118-560-010);
2. Three real properties located at 1005 and 1007 Oak Street (APNs 119-050-034; 119-050-009; and 119-050-008). ([View Here](#))

(Vice Mayor Shuey, Council Member Pierce, and City Manager)

Staff recommendation: Following Sub-Committee report and presentation by Transwestern, that by motion Council approve an Exclusive Sales Listing Agreement with Transwestern Property Company West, Inc. to market and list said City-owned real properties for sale and development, and authorize the City Manager to finalize and sign the contract.

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

10. CLOSED SESSION

- (a) *Government Code Section 54957.6*, Conference with Labor Negotiator
Instructions to City-designated labor negotiator: City Manager.

1. Employee Organization: Clayton Police Officers' Association (CPOA).

Report out from Closed Session: Mayor Stratford.

11. **ADJOURNMENT**– the next regularly scheduled City Council meeting is April 15, 2014.

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MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

TUESDAY, March 18, 2014

Agenda Date: 04-01-2014

Agenda Item: 3a

CELEBRATING CLAYTON'S 50TH YEAR OF INCORPORATION

Proclamation on 50 years of incorporation of the City of Clayton

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:04 p.m. by Mayor Stratford in Endeavor Hall, 6008 Center Street, Clayton, CA. Councilmembers present: Mayor Stratford, Councilmembers Diaz, Geller and Pierce. Councilmembers absent: Vice Mayor Shuey. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, City Clerk Janet Brown, Community Development Director Charlie Mullen.

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

Mayor Stratford read the Proclamation declaring March 18, 2014 as the "Official Birthday of the City of Clayton." Mayor Stratford invited Clayton's first Mayor, Bob Hoyer, to take the Vice Mayor's seat at the dais for the duration of the 50th year of Incorporation celebration.

3. **PUBLIC REMARKS:** on City's History and Incorporation.

First Mayor of Clayton, Bob Hoyer shared recollections about the City's 1964 Incorporation and conditions of their first City Council meetings and the duties of the City Staff in preparing for the meetings. Mr. Hoyer is pleased that subsequent City Councils have preserved their original vision for the City.

Former Mayor Gregg Manning spoke about his 22 years of service on the City Council and current service on the Planning Commission. Mr. Manning acknowledged the entire city should be indebted to those who had this vision for Clayton.

Councilmember Pierce mentioned there were many people involved in the effort for Clayton to become an incorporated city. Ken Berg rang the bell at the old school house announcing success in the ballot measure passing for Clayton's incorporation. Councilmember Pierce is impressed with the early vision to plan trails and open space including preservation of these hilly areas. Founder Joel Clayton drew up the plot map for downtown Clayton 157 years ago. Councilmember Pierce thanked the folks who maintained Clayton's independence from becoming a part of Concord and the County.

Clayton Historical Society curator Mary Spryer spoke about the history of the artifacts on display at the museum and invited the community to stop by and tour the year-long exhibit, titled "Our Town".

Councilmember Pierce noted a lot of the records from way back in the 1964 beginning were lost when the County maintained them. A majority of the information retained today regarding the early years of Clayton came from the newspapers that Bob and Eldora Hoyer kept. Councilmember Pierce showed the audience the 1964 wooden ballot box and noted when it was no longer needed for incorporation election purposes; it eventually became the first evidence box for the Clayton Police Department.

Mayor Stratford spoke of when his family first moved into Clayton; he attended the Mt. Diablo Elementary school. Mayor Stratford mentioned when he was a teenager, Clayton had one patrol car and if you saw it when you entered the town, you were ok the rest of the way home. He is very grateful that his family was able to locate here. Mayor Stratford also acknowledged the efforts of the past City Councils and their capacity to keep the vision for the City.

4. **7:24 p.m. RECESSED THE COUNCIL MEETING** – Mayor Stratford.
The public was invited to join in the celebration with social discussion and provided refreshments.
5. **7:45 p.m. RE-OPENED THE CITY COUNCIL MEETING** – Mayor Stratford.
6. **CONSENT CALENDAR**- It was moved by Councilmember Diaz, seconded by Councilmember Pierce, to approve the Consent Calendar as submitted (Passed; 4-0 vote).
 - (a) Approved the minutes of the regular meeting of March 4, 2014, the special meeting of March 5, 2014, and the adjourned regular meeting of March 10, 2014.
 - (b) Approved Financial Demands and Obligations of the City.
 - (c) Approved an extension to the multi-year competitively-bid contract with Cropper Accountancy Corporation (Walnut Creek) in an amount not to exceed \$92,500 (3-year total) for independent auditing services for Fiscal Years 2014, 2015 and an optional 2016.
 - (d) Adopted an industry-standard Non-Corporate Resolution approving a client relationship agreement with UBS Financial Services, Inc. for the investment and management of City funds.
7. **RECOGNITIONS AND PRESENTATIONS** – None.
8. **REPORTS**
 - (a) Planning Commission Chairman Gregg Manning reported of the March 11th meeting of the Planning Commission; there was one item on the Agenda, the 2013 Housing Element Annual Progress Report. The Commission recommended approval to the City Council with staff to file the report with the State Department of Housing and Community Development, Division of Housing Policy Development. Chairman Manning also reported there was a public comment from the architect of the proposed Downtown Bocce Ball Courts regarding a change in light fixtures. The commission referred the matter to the Community Development Director for assistance.
 - (b) Trails and Landscaping Committee – None.
 - (c) City Manager/Staff – City Manager Gary Napper announced the selection of the new City Clerk/HR Manager, Janet Brown
 - (d) City Council - Reports from Council liaisons to Regional Committees,

Commissions and Boards.

Councilmember Diaz attended the recent Mayors' Conference, the Library Foundation Board meeting, and the Adjourned Regular meeting of the City Council.

Councilmember Pierce attended the San Francisco Estuary Partnership, Contra Costa Transportation Authority Administration, and Mt. Diablo Unified School District Board joint meetings. She also hosted the Associated Bay Area of Governments retreat in Clayton which ended with a tour of downtown Clayton. Councilmember Pierce also attended a 3 day conference hosted by California Council of Governments.

Councilmember Geller attended the Mt. Diablo Unified School District Board joint meeting and the Adjourned Regular meeting of the City Council.

Mayor Stratford attended recent the Mayors' Conference, the Mt. Diablo Unified School District Board joint meeting and the Adjourned Regular Meeting of the City Council. Mayor Stratford announced the "Do the Right Thing" character trait for March/April is "Integrity". Mayor Stratford then invited the present Battalion Chief, to introduce himself.

Contra Costa Fire District Battalion Chief Andy Steffen introduced himself and advised one of new Fire Chief Carman's goals is to be more available to answer questions and have a member of his staff attend City Council meetings.

Mayor Stratford advised Battalion Chief Andy Steffen it was approved at the last Council meeting directing City staff to draft a letter to the Board of Supervisors/Fire District Board to use some of the monies received from the recently-awarded SAFER grant to re-open Clayton Fire Station No. #11 to full staff and 24/7 service to the community. Battalion Chief Steffen responded he supported that action.

(e) Other- None.

9. **PUBLIC COMMENT ON NON-AGENDA ITEMS**

Sonja Wilkin spoke about the Village to Village Network. The budding Clayton Valley Village had their first meeting in January and is still in development stages. Ms. Wilkin will be providing progress updates as they occur to the City Council.

10. **PUBLIC HEARINGS**- None.

11. **ACTION ITEMS**

- (a) Consider adoption of a Resolution approving the City's 2013 Annual Report on its Housing Element progress and policies.
(Community Development Director)

Community Development Director Charlie Mullen presented the report and noted the 2013 Annual Progress Report reflects the build out of the Toll Brothers/Diablo Estates 24-lot single-family housing project. The final one remaining building permit was issued within the project and all the Diablo Estates homes have now been constructed and sold. The City also saw the issuance and completion of one building permit for a detached second dwelling unit to an existing single-family home. Unfortunately, the City saw the loss of one existing moderate-income affordable housing unit located in the Stranahan subdivision. He noted the City recently adopted Ordinance 445, establishing a Universal

Design Ordinance and associated brochures and also adopted Ordinance 449, establishing Emergency Shelters by right on City-owned property zoned Public Facility (PF). These two actions were required implementation measures in the City's certified Housing Element.

Mayor Stratford asked for Public Comments. No public comments were received.

It was moved by Councilmember Pierce, seconded by Councilmember Diaz, to adopt Resolution No. 05-2014 approving the City of Clayton 2013 Housing Element Annual Progress Report. (Passed; 4-0 vote).

- (b) Consider a proposal and associated details by Council Member Diaz regarding the City's continued allowance of five (5) public "Concerts in The Grove" on select Thursday evenings in 2014 to be sponsored by the City but funded solely through private sponsorships.
(Council Member Diaz)

Council Member Diaz presented the proposed concert Thursday night concert dates and advised a submittal for funds will be discussed at the general membership meeting of the Clayton Business & Community Association on March 27th. The item will not be voted on until the April 2014 meeting of Clayton Business & Community Association.

Mayor Stratford asked for Public Comments. No public comments were offered.

It was moved by Councilmember Diaz, seconded by Councilmember Pierce, to authorize the use of The Grove Park for five (5) Thursday night "concerts in The Grove" in 2014 on the dates submitted. (Passed; 4-0 vote).

13. COUNCIL ITEMS

Councilmember Diaz commented several local organizations are also celebrating 30 and 40 years of service to the community and he inquired on having a community wide celebration to recognize each organization.

Councilmember Pierce suggested those organizations may consider participation in the upcoming 4th of July parade. This event is well attended by the community and they will gain greater recognition and publicity by being in the parade.

- 14. 8:12 p.m. CLOSED SESSION** – on call by Mayor Stratford, the City Council adjourned into Closed Session for the following purpose:

- (a) Government Code Section 54957.6, Conference with Labor Negotiator
Instructions to City-designated labor negotiator: Assistant to the City Manager.

1. Employee Organization: Clayton Police Officers' Association (CPOA).

8:28 p.m. Report out from Closed Session: Mayor Stratford announced Council received information and gave direction to its Labor Negotiator.

14. **ADJOURNMENT**— on call by Mayor Stratford the Council meeting adjourned at 8:28 p.m. to an adjourned regular meeting on Monday, March 24th at 5:00 p.m., 3rd Floor Conference Room, Clayton City Hall, 6000 Heritage Trail, Clayton, CA.

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Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Hank Stratford, Mayor

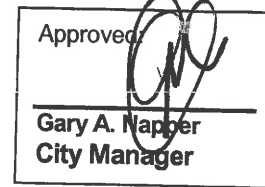
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Agenda Date 4/1/2014

Agenda Item: 3b

STAFF REPORT



TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Kevin Mizuno, FINANCE MANAGER

DATE: 4/1/2014

SUBJECT: INVOICE SUMMARY

RECOMMENDATION:

Approve the following Invoices:

3/28/2014 Cash Requirements Report

\$ 161,029.25

Total:

\$ 161,029.25

Attachments:
Cash Requirements Report dated 3/28/2014 (5 pages)

City of Layton Cash Requirements Report

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.	4/1/2014	3/5/2014	34460	School Crossing Guard Services 2/16/14-3/1/	\$420.93	\$0.00		\$420.93
All City Management Services, Inc.	4/1/2014	3/21/2014	34631	school crossing guard services 3/1/14-3/15/14	\$467.70	\$0.00		\$467.70
				Totals for All City Management Services, Inc.:	\$888.63	\$0.00		\$888.63
American Fidelity Assurance Company								
American Fidelity Assurance Company	4/1/2014	3/17/2014	B127316	April Billing	\$156.64	\$0.00		\$156.64
American Fidelity Assurance Company	4/1/2014	3/26/2014	1020590A	May Billing	\$518.34	\$0.00		\$518.34
				Totals for American Fidelity Assurance Company:	\$674.98	\$0.00		\$674.98
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	4/1/2014	3/19/2014	0303714-IN	Driving gloves	\$215.82	\$0.00		\$215.82
				Totals for Bay Area Barricade Serv.:	\$215.82	\$0.00		\$215.82
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	4/1/2014	3/10/2014	721494	Matter 38044.19101, Transpac JPA	\$5,427.72	\$0.00		\$5,427.72
Best Best & Kreiger LLP	4/1/2014	3/10/2014	721492	General Retainer February 2014	\$8,000.00	\$0.00		\$8,000.00
Best Best & Kreiger LLP	4/1/2014	3/10/2014	721493	POA - Labor/Employment	\$797.50	\$0.00		\$797.50
				Totals for Best Best & Kreiger LLP:	\$14,225.22	\$0.00		\$14,225.22
CalPERS Health								
CalPERS Health	4/1/2014	3/15/2014	1374	April Health	\$32,273.79	\$0.00		\$32,273.79
				Totals for CalPERS Health:	\$32,273.79	\$0.00		\$32,273.79
CalPERS Retirement								
CalPERS Retirement	4/1/2014	3/26/2014	PPE 3/16/14	Retirement PPE 3/16/14	\$20,314.30	\$0.00		\$20,314.30
				Totals for CalPERS Retirement:	\$20,314.30	\$0.00		\$20,314.30
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	4/1/2014	3/17/2014	1505181	contract 2/17/14-3/16/14	\$281.21	\$0.00		\$281.21
				Totals for Caltronics Business Systems, Inc:	\$281.21	\$0.00		\$281.21
CCWD								
CCWD	4/1/2014	3/12/2014	1286116	water 1/10/14-3/10/14	\$101.37	\$0.00		\$101.37
CCWD	4/1/2014	3/11/2014	I series	water bills	\$5,842.29	\$0.00		\$5,842.29
				Totals for CCWD:	\$5,943.66	\$0.00		\$5,943.66
Alexandra Choate								
Alexandra Choate	4/1/2014	3/24/2014	25954	Deposit refund for 2/28/14, 3/1/14	\$500.00	\$0.00		\$500.00
				Totals for Alexandra Choate:	\$500.00	\$0.00		\$500.00
City of Concord								
City of Concord	4/1/2014	3/21/2014	38025	Live scan services	\$66.00	\$0.00		\$66.00
City of Concord	4/1/2014	3/21/2014	38011	vehicle maintenance	\$161.67	\$0.00		\$161.67
				Totals for City of Concord:	\$227.67	\$0.00		\$227.67
Concord Garden Equipment								

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Concord Garden Equipment	4/1/2014	3/18/2014	474600	Work Order 77778	\$150.95	\$0.00		\$150.95
Concord Garden Equipment	4/1/2014	3/18/2014	474599	BO Inv 472665 PO	\$136.63	\$0.00		\$136.63
				Totals for Concord Garden Equipment:	\$287.58	\$0.00		\$287.58
Concord Uniforms								
Concord Uniforms	4/1/2014	3/7/2014	8236	uniforms	\$458.56	\$0.00		\$458.56
				Totals for Concord Uniforms:	\$458.56	\$0.00		\$458.56
Contra Costa County Animal Svcs Dept								
Contra Costa County Animal Svcs Dept	4/1/2014	3/19/2014	ASD M5735	4th Qtr Installment 4/1/14-6/30/14 Animal Co	\$14,597.25	\$0.00		\$14,597.25
				Totals for Contra Costa County Animal Svcs Dept:	\$14,597.25	\$0.00		\$14,597.25
Contra Costa County Fire Protection Dist.								
Contra Costa County Fire Protection Di	4/1/2014	3/21/2014	14-1565	operational permits P-2014-01845	\$606.00	\$0.00		\$606.00
Contra Costa County Fire Protection Di	4/1/2014	3/21/2014	14-1569	operational permit P-2014-01849	\$425.00	\$0.00		\$425.00
Contra Costa County Fire Protection Di	4/1/2014	3/21/2014	14-1568	operational permit P-2014-01848	\$607.00	\$0.00		\$607.00
				Totals for Contra Costa County Fire Protection Dist.:	\$1,638.00	\$0.00		\$1,638.00
Contra Costa County Sheriff - Forensic Svc Div (Lab)								
Contra Costa County Sheriff - Forensic S	4/1/2014	3/18/2014	CLPD-1402	drug/alcohol testing February 2014	\$280.00	\$0.00		\$280.00
				Totals for Contra Costa County Sheriff - Forensic Svc Div (Lab):	\$280.00	\$0.00		\$280.00
Crop Production Svcs								
Crop Production Svcs	4/1/2014	3/12/2014	23429299	Order # 1000529	\$585.90	\$0.00		\$585.90
				Totals for Crop Production Svcs:	\$585.90	\$0.00		\$585.90
Cropper Accountancy Corp								
Cropper Accountancy Corp	4/1/2014	3/1/2014	841	First progress billing DDR of former RDA 6/3	\$3,000.00	\$0.00		\$3,000.00
				Totals for Cropper Accountancy Corp:	\$3,000.00	\$0.00		\$3,000.00
Hammons Supply Company								
Hammons Supply Company	4/1/2014	3/13/2014	82488	CCP Supplies	\$186.27	\$0.00		\$186.27
Hammons Supply Company	4/1/2014	3/13/2014	82487	Grove Park Supplies	\$161.13	\$0.00		\$161.13
Hammons Supply Company	4/1/2014	3/13/2014	82490	City Hall Supplies	\$540.41	\$0.00		\$540.41
Hammons Supply Company	4/1/2014	3/13/2014	82489	Library Supplies	\$132.41	\$0.00		\$132.41
				Totals for Hammons Supply Company:	\$1,020.22	\$0.00		\$1,020.22
HUB Inter of CA Ins Svc								
HUB Inter of CA Ins Svc	4/1/2014	3/26/2014	February	February Policies	\$1,475.11	\$0.00		\$1,475.11
				Totals for HUB Inter of CA Ins Svc:	\$1,475.11	\$0.00		\$1,475.11
John Deere Landscapes Inc								
John Deere Landscapes Inc	4/1/2014	3/12/2014	67317307	Order # 74930274	\$127.05	\$0.00		\$127.05
John Deere Landscapes Inc	4/1/2014	3/11/2014	67312701	Order # 74845592	\$4,089.22	\$0.00		\$4,089.22
John Deere Landscapes Inc	4/1/2014	2/21/2014	67191229	Order # 74758557	\$495.50	\$0.00		\$495.50
				Totals for John Deere Landscapes Inc:	\$4,711.77	\$0.00		\$4,711.77

City of Layton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
LarryLogic Productions LarryLogic Productions	4/1/2014	3/1/2014	1396	City Council Meeting 2/18/14 <i>Totals for LarryLogic Productions:</i>	\$300.00 \$300.00	\$0.00 \$0.00		\$300.00 \$300.00
Legal Defense Fund Legal Defense Fund	4/1/2014	3/4/2014	93950	member dues 4/1/14 <i>Totals for Legal Defense Fund:</i>	\$15.00 \$15.00	\$0.00 \$0.00		\$15.00 \$15.00
Lexipol LLC Lexipol LLC	4/1/2014	3/1/2014	10685	Daily Training Bulletins 4/1/14-3/31/14 <i>Totals for Lexipol LLC:</i>	\$2,000.00 \$2,000.00	\$0.00 \$0.00		\$2,000.00 \$2,000.00
Mark Scott Construction Mark Scott Construction	4/1/2014	3/26/2014	0062	Deposit refund <i>Totals for Mark Scott Construction:</i>	\$1,832.97 \$1,832.97	\$0.00 \$0.00		\$1,832.97 \$1,832.97
Muir/ Diablo Occupation Medicine Muir/ Diablo Occupation Medicine	4/1/2014	3/18/2014	257330	pre-employment exam City Clerk <i>Totals for Muir/ Diablo Occupation Medicine:</i>	\$70.00 \$70.00	\$0.00 \$0.00		\$70.00 \$70.00
MuniTemps - Government Staffing Services, Inc MuniTemps - Government Staffing Ser	4/1/2014	3/28/2014	124438	Interim City Clerk Ending 3/23/14 <i>Totals for MuniTemps - Government Staffing Services, Inc:</i>	\$1,463.00 \$1,463.00	\$0.00 \$0.00		\$1,463.00 \$1,463.00
NBS Govt. Finance Group NBS Govt. Finance Group	4/1/2014	3/20/2014	3140201	Qtrly admin fees 4/1/14-6/30/14, CFD <i>Totals for NBS Govt. Finance Group:</i>	\$5,049.88 \$5,049.88	\$0.00 \$0.00		\$5,049.88 \$5,049.88
Neopost (add postage) Neopost (add postage)	4/1/2014	3/20/2014	3/20/14	Postage addition <i>Totals for Neopost (add postage):</i>	\$300.00 \$300.00	\$0.00 \$0.00		\$300.00 \$300.00
Neopost Northwest Neopost Northwest	4/1/2014	3/21/2014	NWAR34100	ink cartridge <i>Totals for Neopost Northwest:</i>	\$243.70 \$243.70	\$0.00 \$0.00		\$243.70 \$243.70
Pacific Telemanagement Svc Pacific Telemanagement Svc	4/1/2014	3/26/2014	631780	pay phone for April 2014 <i>Totals for Pacific Telemanagement Svc:</i>	\$73.00 \$73.00	\$0.00 \$0.00		\$73.00 \$73.00
Paramount Elevator Corp. Paramount Elevator Corp.	4/1/2014	3/18/2014	195264	March Service <i>Totals for Paramount Elevator Corp.:</i>	\$220.00 \$220.00	\$0.00 \$0.00		\$220.00 \$220.00
ParcelQuest ParcelQuest	4/1/2014	3/3/2014	3223-3-2014	Contra Costa County - Data & Map Disc <i>Totals for ParcelQuest:</i>	\$534.60 \$534.60	\$0.00 \$0.00		\$534.60 \$534.60

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Peace Officers Research Assoc of CA								
Peace Officers Research Assoc of CA	4/1/2014	3/14/2014	87652	Dues	\$10.00	\$0.00		\$10.00
Peace Officers Research Assoc of CA	4/1/2014	3/14/2014	87651	pension reform act contribution, dues	\$264.00	\$0.00		\$264.00
				Totals for Peace Officers Research Assoc of CA:	\$274.00	\$0.00		\$274.00
PERMCO, Inc.								
PERMCO, Inc.	4/1/2014	3/24/2014	10169	retainer - general services 3/8/14-3/21/14	\$5,033.50	\$0.00		\$5,033.50
PERMCO, Inc.	4/1/2014	3/24/2014	10170	PG&E Minor EP	\$166.00	\$0.00		\$166.00
PERMCO, Inc.	4/1/2014	3/24/2014	10171	CCWD Minor EP	\$166.00	\$0.00		\$166.00
PERMCO, Inc.	4/1/2014	3/24/2014	10172	General Stormwater Tasks	\$724.38	\$0.00		\$724.38
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$20.75	\$0.00		\$20.75
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$20.75	\$0.00		\$20.75
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10173	CAP Inspection	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/1/2014	3/24/2014	10174	Diablo Estates BAD Admin	\$34.41	\$0.00		\$34.41
PERMCO, Inc.	4/1/2014	3/24/2014	10175	Oak Creek Canyon - review plans, final map	\$675.00	\$0.00		\$675.00
PERMCO, Inc.	4/1/2014	3/24/2014	10176	Skipolini's - construction docs, lot line adj. de	\$2,025.00	\$0.00		\$2,025.00
PERMCO, Inc.	4/1/2014	3/24/2014	10160	RFP for SSMP	\$98.25	\$0.00		\$98.25
PERMCO, Inc.	4/1/2014	3/24/2014	10157	RFP for SSMP	\$524.00	\$0.00		\$524.00
PERMCO, Inc.	4/1/2014	3/24/2014	10144	RFP for SSMP	\$4,694.75	\$0.00		\$4,694.75
PERMCO, Inc.	4/1/2014	3/24/2014	10139	RFP for SSMP	\$2,554.50	\$0.00		\$2,554.50
PERMCO, Inc.	4/1/2014	3/24/2014	10128	RFP for SSMP	\$1,545.00	\$0.00		\$1,545.00
PERMCO, Inc.	4/1/2014	3/24/2014	10102	RFP for SSMP	\$1,281.00	\$0.00		\$1,281.00
PERMCO, Inc.	4/1/2014	3/24/2014	10116	RFP for SSMP	\$244.00	\$0.00		\$244.00
				Totals for PERMCO, Inc.:	\$20,180.79	\$0.00		\$20,180.79
PG&E								
PG&E	4/1/2014	3/18/2014	3/18/14	service 2/14/14-3/17/14	\$17,399.45	\$0.00		\$17,399.45
PG&E	4/1/2014	3/25/2014	thru 3/23/14	services thru 3/23/14	\$2,787.58	\$0.00		\$2,787.58
				Totals for PG&E:	\$20,187.03	\$0.00		\$20,187.03
PMC (Planning)								
PMC (Planning)	4/1/2014	3/17/2014	39678	Professional Services February 2014	\$3,752.50	\$0.00		\$3,752.50
				Totals for PMC (Planning):	\$3,752.50	\$0.00		\$3,752.50
Riso Products of Sacramento								
Riso Products of Sacramento	4/1/2014	3/18/2014	122838	contract 3/18/14-4/17/14	\$94.86	\$0.00		\$94.86
				Totals for Riso Products of Sacramento:	\$94.86	\$0.00		\$94.86

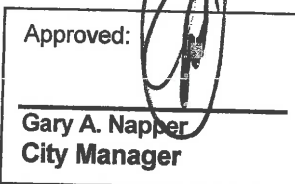
City of Layton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Sevilla Building & Construction								
Sevilla Building & Construction	4/1/2014	3/26/2014	0083	deposit refund	\$500.00	\$0.00		\$500.00
				Totals for Sevilla Building & Construction:	\$500.00	\$0.00		\$500.00
TTI Polygraph								
TTI Polygraph	4/1/2014	3/20/2014	14-003	pre-employment polygraph exam	\$300.00	\$0.00		\$300.00
				Totals for TTI Polygraph:	\$300.00	\$0.00		\$300.00
YP (Advertising)								
YP (Advertising)	4/1/2014	3/23/2014	4/12/14	advertising - 2 months	\$38.25	\$0.00		\$38.25
				Totals for YP (Advertising):	\$38.25	\$0.00		\$38.25
GRAND TOTALS:					\$161,029.25	\$0.00		\$161,029.25



Agenda Date: 04-01-2014

Agenda Item: 3c



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CITY MANAGER
DATE: 01 APRIL 2014
SUBJECT: CITY COUNCIL APPROVAL OF JANET BROWN AS CLAYTON CITY CLERK

RECOMMENDATION

Pursuant to Section 2.10.070 E. of the *Clayton Municipal Code* and based on the City Manager's selection of Ms. Janet Brown as the Clayton City Clerk/HR Manager, it is recommended the City Council, by minute motion, approve the appointment of Ms. Brown as the Clayton City Clerk, effective 17 March 2014.

BACKGROUND

With the departure of Laci (Jackson) Kolc to the City of American Canyon at the end of November 2013 to become its Human Resources Manager, the position of City Clerk/HR Manager for our City became vacant. During the City's statewide advertisement and recruitment for a replacement professional, starting in December 2013 Ms. Janet Brown was hired under contract through MuniTemps, a private temporary employment placement agency, to assist the City through this vacancy transition. When the application filing deadline ended on 24 January 2014, the City received a number of applications for our management position employment opportunity, including an application from Ms. Brown.

On February 14th, the City conducted a selection screening process utilizing a professional interview panel comprised of three (3) members, including a city clerk and a human resources manager employed by other area cities, and the Assistant to the City Manager. Of the five (5) candidates ultimately invited to interview for the position, Ms. Brown was one of the two finalists. Following interviews with the City Manager, Ms. Brown was selected by the City Manager to be the City's new City Clerk/HR Manager, effective 17 March 2014.

Most recently, Ms. Brown served as an Administrative Assistant with the City of Oakley for over ten (10) years performing similar responsibilities of our City Clerk/HR Manager position. Previous to that time she worked as a Human Resources Assistant for the City of Brentwood. Ms. Brown also holds current licensing as a Notary Public.

Section 2.10.070 E. Powers and Duties of the *Clayton Municipal Code* indicates the City Manager's appointment of a City Clerk shall be subject to the approval of the City Council.

2.10.070 Powers and Duties. The City Manager is the administrative head of the government of the City, subject to the direction and control of the City Council. The City Manager is responsible for the efficient administration of all the affairs of the City that are under his or her control. In addition to his or her general powers as administrative head and not as a limitation on them, the City Manager shall:

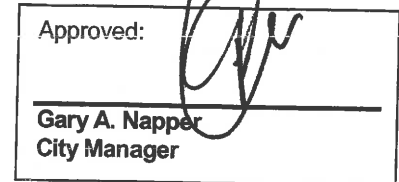
- A. Devote his or her entire time to carrying out the City Manager's official duties.
- B. Act as ex-officio member of all boards and commissions.
- C. Enforce the laws and ordinances of the City and see that the franchises, contracts, permits, and privileges granted by the Council are faithfully observed.
- D. Control, order and give directions to all subordinate officers and employees of the City.
- E. Except as may be limited by provisions of the City Manager's employment agreement, appoint, remove, promote, and demote each officer and employee of the City, excepting the City Attorney and City Treasurer who serve at the pleasure of the Council, subject to personnel ordinances, rules and regulations adopted by the Council; appointment of the City Clerk shall be subject to Council approval.
- F. Conduct studies and effect such administrative organization and reorganization of offices, positions and units under his or her direction as are in the interest of efficient, effective, and economical conduct of the City's business;
- G. Recommend to the Council for adoption such measures and ordinances as deemed necessary.
- H. Attend all meetings of the Council, except when excused by the Council, and except when the City Manager's removal is under consideration;
- I. Keep the Council advised at all times as to the financial condition and needs of the City.
- J. Prepare and submit proposed annual budgets to the Council for its approval.
- K. Purchase, or supervise the purchase of, all supplies and services needed by the City.
- L. Review all proposed expenditures from City funds, and recommend approval by the Council of all proper expenditures;
- M. Investigate the affairs of the City and the performance of all employees and contractors, and make or recommend appropriate adjustments to improve efficiency and effectiveness.
- N. Investigate all complaints of matters concerning the administration of the City government and of the services for which the City is responsible.
- O. Exercise general supervision over all public buildings, public parks, and all other public property under the control and jurisdiction of the Council.
- P. Negotiate such contracts and leases as the Council may authorize.



Agenda Date: 04-01-2014

Agenda Item: 3d

STAFF REPORT



TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: APRIL 1, 2014

SUBJECT: A RESOLUTION ADDING THE PREPARATION OF A SANITARY SEWER MANAGEMENT PLAN TO THE CITY GRANTS FUND (FUND 230) PROJECT NO. 4021 AND AWARDING A CONTRACT TO HUMPHREY CONSULTING IN THE AMOUNT OF \$21,940.00 FOR THE DEVELOPMENT OF THE SANITARY SYSTEM MANAGEMENT PLAN (SSMP) FOR THE CITY

RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Prior to the City of Clayton's incorporation in 1964, sanitary sewer collection and treatment was provided by the City of Concord ("Concord") for the properties in the unincorporated areas east of the Concord city limits. After incorporation, the Clayton City Council approved entering into an agreement with Concord for the treatment of sewage and maintenance of the sanitary sewer collection system. A few years later, Concord contracted with the Central Contra Costa Sanitary District ("Central San") for the treatment of all sewage flows from their system (including the flows from the City of Clayton).

The agreement with Concord has been updated a couple of times, but the City has retained its ownership rights to the sewerage collection facilities and to any facilities that would be constructed within the City and accepted in the future. On May 2, 2006, the State Water Resources Control Board ("SWRCB") adopted Water Quality Order No. 2006-0003 which established Statewide General Waste Discharge Requirements ("WDR") for all publicly owned or operated sanitary sewer systems within the State of California. The WDR requires all federal, state, municipalities, counties, districts and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in California to report Sanitary Sewer Overflows ("SSOs") to SWRCB and to develop and implement a system-specific Sewer System Management Plan ("SSMP").

Based upon the City's long time agreement with Concord, Concord reports SSOs and prepares the required SSMP for the facilities owned by Concord and applicable, in part, to Clayton-owned facilities

Date: April 1, 2014

Page 2 of 3

operated by Concord. It has been determined that the regulations now require the City of Clayton to re-evaluate the operation and maintenance of the sanitary sewer pipelines that the City owns within its jurisdiction. The State regulations also require that both owners and operators be directly responsible for the implementation and operational integrity of their systems by way of implementing SSMP's and other requirements. The City will maintain its existing agreement with Concord for the ongoing maintenance of the sanitary sewer system and the reporting of SSOs, and the City of Concord remains in agreement with this arrangement. This RFP requested assistance in the preparation of an SSMP for the facilities owned by Clayton including the evaluation, editing and inclusion of those portions of Concord's SSMP which are applicable to Clayton-owned facilities.

A notice of issuance of the RFP was sent to over 60 firms in the Bay Area. We received calls from several firms, but received three proposals by the submittal deadline. The submitters and their prices were as follows:

Humphrey Consulting	\$21,940.00
Infrastructure Engineering Corp.	\$30,695.00
Cole Management & Engineering	\$36,560.00

After reviewing the qualifications of each firm, and thoroughly checking their references, staff decided to recommend Humphrey Consulting as the most qualified of the three submitters.

Funding

All city property owners with structures connected to the sanitary sewer system pay annual assessments to the City of Concord via one's real property tax bill. These assessments pay for the maintenance of the sewer lines and the treatment of the sanitary flows by the Central Sanitary District. In addition, a portion of the assessments are dedicated to capital projects (new and maintenance work) as well as satisfying the regulatory requirements imposed by various agencies responsible for overseeing the operations of such collection and treatment systems.

Due to the relative newness of the City's sanitary sewer system, very little money has needed to be spent by Concord within the City of Clayton outside of regular maintenance. However, since the requirement for an SSMP has been imposed by a State Agency, staff considered it was appropriate that Concord fund the preparation costs out of the pooled sewer annual assessment revenues derived from Clayton properties. After some discussion, the City of Concord did agree to fund the work in accordance with the following, not to exceed, budget:

RFP Preparation & Distribution	\$2,175
Prepare Sewer Base Maps	9,800
Process with Concord	1,200
Review Proposals &* Award Contract	1,200
Prepare SSMP	22,000
Staff Meetings with Preparer	4,500
Final Review & Presentation to Council	<u>4,500</u>
Total Budget	\$45,375

The City will front the costs and Concord will reimburse the City upon submittal of paid invoices.

Subject: Award of Contract to Humphrey Consulting

Date: April 1, 2014

Page 3 of 3

FISCAL IMPACT

The cost for this work is being funded by the Clayton's annual private property owner sewer assessment fees paid to the City of Concord and will have no impact on the City's General Fund.

CONCLUSION

Staff recommends the City Council approve the attached Resolution adding Project No. 4021 to the City Grants Fund (Fund 230) Budget and awarding a contract to Humphrey Consulting for the preparation of the State-required Sanitary Sewer Management Plan (SSMP).

Attachments: Resolution
 Contract

RESOLUTION NO. - 2014

A RESOLUTION ADDING PROJECT NO. 4021, SANITARY SEWER MANAGEMENT PLAN, TO THE CITY GRANTS FUND (FUND 230) BUDGET AND AUTHORIZING THE EXECUTION OF A CONTRACT IN THE AMOUNT OF \$21,940 WITH HUMPHREY CONSULTING FOR THE PREPARATION OF A SANITARY SEWER MANAGEMENT PLAN.

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

WHEREAS, the City owns and operates over thirty miles of sanitary sewer pipelines; and

WHEREAS, since its incorporation, the City has contracted with the City of Concord for the maintenance and the satisfaction of all regulations governing the operation of such pipelines; and

WHEREAS, funding for the operations and maintenance of the sanitary sewer system is provided through annual real property assessments upon all properties connected (both in Clayton and Concord) to the sewer system; and

WHEREAS, the State Water Resources Control Board has now required that each entity owning and operating sanitary sewer pipelines in excess of one mile must prepare a system-specific Sanitary Sewer Management Plan (SSMP) which evaluates the present and future capacity issues, assessments for operations and capital improvements, and procedures for maintaining the system and reporting of problems, such as sanitary sewer overflows; and

WHEREAS, the City of Concord has agreed to fund the preparation of the SSMP, up to a maximum of \$45,375.00, out of its pooled annual sewer assessment fund; and

WHEREAS, the City prepared and distributed a Request for Proposal for the preparation of its SSMP and received three proposals from interested firms; and

WHEREAS, the City Engineer has reviewed the proposals submitted and determined that Humphrey Consulting was the most qualified firm and has recommended that Humphrey Consulting be awarded the contract for the preparation of the SSMP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby add Project No. 4021, Sanitary System Management Plan, to the City's Grant Fund (230) budget and authorizes its City Manager, on behalf of the City, to execute a contract with Humphrey Consulting, in the amount of \$21,940.00, for the preparation of a Sanitary System Management Plan.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 1st day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Hank Stratford, Mayor

ATTEST:

Janet Brown, 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 April 1, 2014.

Janet Brown, City Clerk



CITY OF CLAYTON

**CONSULTING SERVICES AGREEMENT
(General)**

1. **Special Conditions:**

- A) **Consultant's Name & Address:** Humphrey Consulting
1507 Wellington Street, Oakland, CA 94602
Ph. 510/750-6092
- B) **Effective Date:** 4/01/14 C) **Payment Limit:** \$21,940.00 D) **Expense Limit** \$0
- E) **Completion Date:** 6/30/14
- F) **Federal Tax I.D. or SSN:** _____

2. **Signatures:** These signatures attest the parties' agreement hereto:

CITY OF CLAYTON

HUMPHREY CONSULTING

BY _____
City Manager

BY _____

(Designate official capacity in the business)

3. **Parties:** Effective on the above date, the City of Clayton ("City") and Consultant mutually agree and promise as follows.
4. **Employment:** City hereby employs Consultant, as an independent agent, and Consultant accepts such employment, to perform the professional services described in Exhibit A included herein by reference, upon the terms and in consideration of the payments stated herein.
5. **Scope of Service:** Scope of services shall be as described in Exhibit A, attached hereto and made a part hereof by this reference.
6. **Insurance:** Consultant shall, at no cost to the City obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to State Law, and (b) Commercial General Liability Insurance and Automobile Liability Insurance including coverage for owned and non-owned automobiles. Both liability policy's shall have combined single limit coverage of at least \$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. Consultant shall furnish evidence of such coverage, naming the City of Clayton, its agents, officers and employees as additional insured and requiring 30 days written notice of policy lapse or cancellation.
7. **Payment:** The City of Clayton shall pay the Consultant for professional services performed at the rates shown in Exhibit A, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. In no event shall the total amount paid to the Consultant exceed the



payment limit specified in Sec. 1 C) and D) without prior written approval of the City Manager. Consultant's statement of charges shall be submitted at convenient intervals. Payment will be made within sixty (60) days after receipt of each statement.

8. **Status:** The Consultant is an independent contractor and shall not be considered an employee of the City of Clayton.
9. **Time of Completion.** Unless the time is extended in writing by the City, the Consultant 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, attached hereto and made a part hereof by this reference.
10. **Record Retention.** Except for materials and records delivered to the City, the Consultant 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 Consultant's receipt of the final payment under this Agreement. Upon request by the City, the Consultant shall make such materials and records available to the City at no additional charge and without restriction or limitation on their use. The Consultant shall also make such materials and records available to authorized representatives of the State and Federal Governments at no additional charge.
11. **Documentation:** The Consultant shall prepare and deliver to the City at no additional charge the items 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.
12. **Ownership of Documents:** All materials and records of a finished nature, such as final reports prepared or obtained in the performance of this Agreement shall be delivered to the City. All materials of a preliminary nature, such as working papers prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the City.
13. **Extra Work:** The Consultant 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 Consultant 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 extra work.
14. **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 Consultant, whether or not the Consultant is then in default. Upon such termination, the Consultant 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.
15. **Abandonment By Consultant:** In the event that the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, the Consultant 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.
16. **Breach:** In the event that the Consultant 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.

17. **Compliance with Laws:** In performing this Agreement, the Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local in origin.
18. **Assignment:** This Agreement shall not be assignable or transferable in whole or in part by the Consultant, whether voluntarily, by operation of law or otherwise provided, however, the Consultant shall have the right to sub-contract that portion of the services for which the Consultant does not have the facilities to perform so long as the Consultant notifies the City of such sub-contracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.
19. **Indemnification:** The Consultant shall defend, indemnify, save and hold harmless the City and its agents, officers and employees from any and all claims, litigation costs and liability for any damages, injury or death (herein collectively "City Expenses") arising directly or indirectly from or connected with the services provided hereunder, due to or claimed or alleged to be due to negligent or wrongful acts, errors or omissions or other legal responsibility of Consultant or any person under its control, save and except claims or litigation costs and liability arising through the sole negligence or sole willful misconduct of the City. All City Expenses shall be paid by the Consultant as they are incurred.
22. **Heirs, Successor and Assigns:** Except as provided otherwise in Section 19 above, this Agreement shall insure to the benefit of and bind the heirs, successors, executors, personal representatives and assigns of the parties.

Attachment: Exhibit A

EXHIBIT A

Executive Summary

Humphrey Consulting proposes to accomplish the development of the City of Clayton's Sewer System Management Plan (SSMP) as detailed in the City's December 18, 2013 RFP. This development will be done by a professional expert, Douglas Humphrey, who have spent the majority of their careers involved at all levels of collection systems operations and maintenance with both municipal organizations and special districts in the San Francisco Bay Area. They have worked directly with State officials of both the Sanitary Sewer Overflow Reduction Program and the State SSO Enforcement Office over the entire life of the Waste Discharge Regulations and assisted the State with the recent September 2013 revisions to the WDR and Monitoring and Reporting Plan (MPR) requirements. They both are and have been extensively involved with the Bay Area Clean Water Agencies (BACWA) Collection System Committee, including the preparation of the July 2005 *Sewer System Management Plan (SSMP) Development Guide* issued by the Regional Water Quality Control Board in cooperation with BACWA.

The work will be done by Humphrey Consulting

A review of the City of Concord's revised Sanitary Sewer Management Plan (SSMP) for conformance with the current State (SWRCB) Waste Discharge Requirements (WDR) and the revised Monitoring and Reporting Plan (MRP) that became effective in September 2013 will be performed. Next there will be a determination of which elements and portions of elements can be used in the Clayton SSMP. The project team will then prepare a draft SSMP, using the Concord SSMP review and information received from Clayton staff upon Humphrey's request. Upon completion of the draft Clayton SSMP, the project team will receive input and comments from City staff and a "final draft" will be submitted for City use and approval by the City Council.

It is assumed that the review of Concord's SSMP would be accomplished only after the current revisions to the Concord SSMP currently in progress are completed. The final approval of the revised SSMP is expected by mid-April. Work on the review can be initiated as soon as the Concord SSMP is revised and provided to the project team. The preparation of Clayton's SSMP should be able to be completed in 5-6 weeks subsequent to receipt of Concord's draft final SSMP.

Humphrey is a registered civil engineer and have extensive experience in the audit, review, preparation and revision of SSMPs for numerous California cities and sanitary districts. Humphrey has worked on 6 similar SSMP projects in the last two years. Both are working on the current revisions to Concord's SSMP.

It is proposed that the work can be done for a lump sum not to exceed \$21,940, including \$4320 for SSMP review and information acquisition, \$16,920 for SSMP preparation, and \$700 for miscellaneous direct expenses like printing, reproduction and transportation.

1. Scope of Services

The proposed work plan is based on the scope of work provided in the RFP as well as project team member insights based on the current understanding of the services required.

Sanitary Sewer Management Plan Review

The project team shall provide a review of the City of Concord's current Sanitary Sewer Management Plan (SSMP) for conformance with the current State (SWRCB) Waste Discharge Requirements (WDR). In addition, we will determine conformance with changes resulting from the State's revised Monitoring and Reporting Plan (MRP) that became effective in September 2013. We will then determine which portions of the Concord SSMP elements can be used, wholly or partially, in the Clayton SSMP. It is anticipated that all or significant portions of Concord SSMP elements number 2, 4, 6, 9, 11, and 12 may be applicable for use in the Clayton SSMP.

Assumptions: It is assumed that the review of Concord's SSMP would be accomplished after the revisions to the Concord SSMP currently in progress are completed. The final approval of the revised SSMP is expected by mid-April. Work on the review can be initiated as soon as the Concord SSMP is revised and provided to the project team.

Preparation of City of Clayton SSMP

The project team will prepare a draft SSMP, using the Concord SSMP review and information regarding Clayton received from Clayton staff. Upon completion of the draft Clayton SSMP, the project team will receive input and comments from City staff and a "final" SSMP will be submitted for City use and consideration of approval by the City Council.

Assumptions: It is assumed that City will provide copies of items requested by the project team, such as capital plans, budget information, planning and staffing information, and any other information applicable to and needed for the completion of the SSMP. It is also assumed this information will be provided in a timely manner subsequent to team requests.

Deliverables: The project team will submit five hard copies of the final and draft SSMP, one electronic copy in WORD and one copy in PDF format to the City.

2. Proposed Project Team

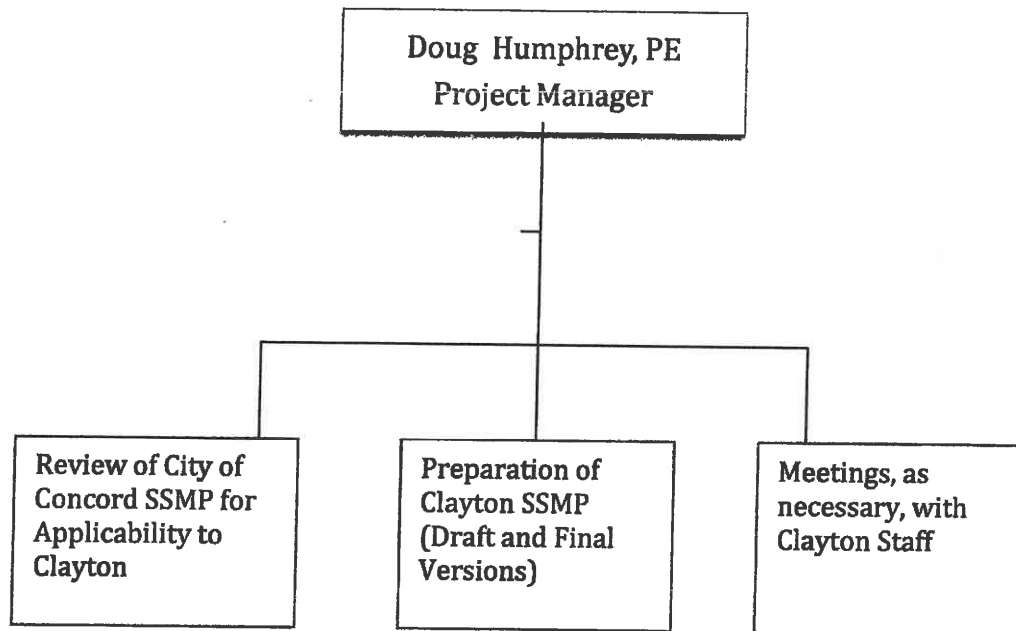
Project Team Members	Contact Information
Prime Contractor and Project Manager Humphrey Consulting Doug Humphrey, PE	1507 Wellington St. Oakland, CA 94602 (510) 750-6092 dcherryhum@aol.com

Profile of the Proposed Team

The Project Manager is Douglas C. Humphrey, P.E., a registered civil engineer doing business as Humphrey Consulting in Oakland, CA. Mr. Humphrey has been the sole proprietor since 2011 and has been providing predominately collection system operations, management and regulatory services to many clients in the San Francisco Bay area and northern California since. The project team is comprised of two individuals that are uniquely qualified to provide the City with a unique combination of field-tested and experienced individuals specifically in municipal and public utility operations with the following credentials:

- **"Boots in the sewer"** field experience - extensive hands on collection systems field experience.
- Two former Sewer **District Managers/Engineers** with a combined **75 years of municipal wastewater experience** at nine (9) cities and special districts.
- Active participants and one past **Chair of BACWA's Collection Systems Committee**.
- Two current members of the **State WDR Data Review Committee**.
- Individuals who have extensive local and national experience assessing funding, staffing and performance needs of collection systems with the **AWWA/WEF QualServe Peer Review Program**.
- Both have been **lecturers** at the National Water Environment Federations National **Collections** System Conference, speaking on subjects like Collection System Comparative Performance Results for Multiple Agency Collection System operations.
- Two persons with **expert witness experience** on collection system issues.
- Both have significant **certificates and awards** locally and nationally for **wastewater operations and asset management**.

3. Project Team Organizational Structure



4. Titles and Hourly Rates

Hourly Rates for Fiscal Year 2013-2014

Project Team Member	Proposed Role	Rates (\$/hr.)
Doug Humphrey, P.E.	Project Manager	\$180

5. Proposed Facilities and Equipment

There will be no charge for any facilities or equipment used in the completion of the project work.

6. Proposed Lump Sum Cost

It is proposed that the work can be done for a lump sum, not to exceed \$21,940. This includes estimated amounts of \$4320 for SSMP review, \$16,920 for SSMP preparation, and \$700 for miscellaneous direct expenses like printing, reproduction, mileage and transportation.

11. Proposed Performance Schedule

The Project Schedule below identifies the preliminary schedule by major work item for the project. We will meet or speak with the City staff shortly after an Authorization to Proceed to discuss schedule needs for this work.

Proposed Project Schedule Sewer System Management Program – City of Clayton

Item	Completion Date (2014)
Receipt of Authority to Proceed	February 24
Receipt of Revised Concord SSMP	April 18
SSMP Review	May 9
SSMP Preparation	May 30
Project Completion	June 6

Proposal Exceptions

It should be noted that the proposal is submitted with one "exception" taken. The Scope of Work in Section III of the RFP states that "the SSMP is to be prepared in accordance with the SSMP Development Guide issued in July 2005...", but the Regional Board issued a letter in October 2012 that discontinued annual reports and annual audits. Additionally, our work in the last year with State SSO Office of Enforcement staff indicates that the State prefers that SSMPs are prepared to reflect the requirements and numerical order of the State's WDR SSMP elements. The staff of the San Francisco Bay Regional Water Quality Control Board has expressed their agreement that SSMPs should be prepared to follow the State's requirements and order. Consequently, we propose that the Clayton SSMP is completed in accordance with the SWRCB Orders, which are also noted in Section 3 of the RFP. The result of this necessary compliance with the State WDR means that SSMP elements will differ from those in the table included in section III of the RFP.



Agenda Date: 04-01-2014

Agenda Item: 3e

STAFF REPORT

Approved:


Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KEVIN MIZUNO, FINANCE MANAGER AND CPA
DATE: April 1, 2014

SUBJECT: INVESTMENT PORTFOLIO REPORT – SECOND QUARTER FY 2013-14

RECOMMENDATION:

Accept the City Investment Portfolio Report for the Second Quarter of Fiscal Year 2013-14 ending December 31, 2013.

BACKGROUND

With adoption of the revised Investment Policy on August 3, 2010, the Finance Manager is required to submit a quarterly investment report to the City Council. The Second Quarter 2013-14 Fiscal Year report is provided herein.

FISCAL IMPACT

With the second quarter of the fiscal year completed, interest earnings for the General Fund were at \$23,274, or 38% of estimated General Fund interest revenues per the 2013-14 adopted budget of \$60,000. City-wide interest earnings through the second quarter of fiscal year 2013-14 totaled \$206,879 compared to \$135,723 as recorded in the general ledger for the same period 1 year ago. Over 23.71% of the current City Investment Pool (the Pool) is invested in Local Agency Investment Funds (LAIF), which is a decrease of 3.6% since the fiscal year ended June 30, 2013. The LAIF quarterly apportionment rate remained steady at 0.26% from the quarter ended September 30, 2013 to the quarter ending December 31, 2013. This is a slight rise from the LAIF quarterly apportionment rate of 0.24% for the quarter ended June 30, 2013, but still drastically lower than the LAIF rate six years ago on December 31, 2007 of 5.24%. Certificates of Deposit comprised approximately 61.36% of the Pool as of the quarter ended December 31, 2013. Approximately 14.93% of the Pool is made up of cash deposits and low (0.01%) interest bearing money market funds. This un-invested balance pertains largely to balances held in the City's checking account due to the first installment of property taxes being received from the County in late December 2013.

This excess was transferred to the City's LAIF account in the subsequent quarter.

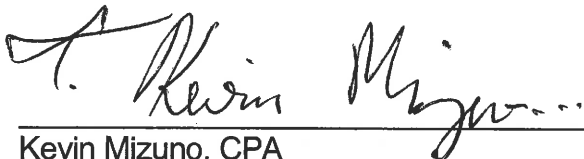
The market value of the total investment portfolio as of December 31, 2013 was \$15,452,889 compared to a balance of approximately \$16,436,124 as of June 30, 2013. The Pool market value was \$46,885 greater than its carrying value as of December 31, 2013, exhibiting the strength of City investments in a recovering economy.

Relatively low interest earnings are also attributable to older high yielding investments continuing to mature and the City placing those matured proceeds into our LAIF account for easy access. Easy access to invested funds is pertinent given the uncertainty involved in RDA dissolution and expected payments to the State Department of Finance (DOF) arising from the conclusion of our Due Diligence Review (DDR) agreed-upon-procedures expected by the end of fiscal year 2013-14 pursuant to AB 1484. The funding necessary to make anticipated post DDR demands, although part of the Pool, is restricted and reported separately as a private purpose trust fund (fiduciary fund) in the City's financial statements.

CONCLUSION

For the quarter ended December 31, 2013, City of Clayton Investment Pool is being managed in accordance with the City's investment policy adopted on August 3, 2010. Management has been diligent to diversify the Investment Pool with assets immediately available in LAIF, money market funds and cash accounts (totaling \$5.952 million or 38.6%). In addition, approximately \$2.235 million in certificates of deposit held in the Investment Pool at December 31, 2013 are scheduled to mature by June 30, 2014, allowing for the timely response to a DOF demand should one arise as a result of the conclusion of the DDRs noted previously.

Respectively submitted,



Kevin Mizuno, CPA
Finance Manager

Attachments:

City of Clayton Quarterly Investment Portfolio Report- Second Quarter of Fiscal Year 2013-14 (October 1, 2013 – December 31, 2013)

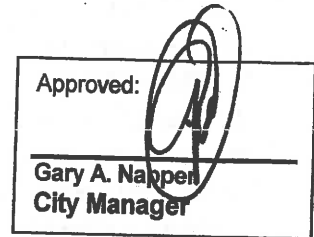
City of Clayton Investment Portfolio Report
Quarter Ending
December 31, 2013

Investment Description	Local Agency Pool	Investment Type	Local Agency Fund (LAIF)	Carrying Value	Rate	Current Yield to Maturity	Purchase Date	Maturity Date	Market Value
Financial Northeastern Companies									
Money Market Fund	Cash	Certificate of Deposit	DREYFUS GENERAL MONEY MARKET FUND (B)	3,652,542.06	0.26%	n/a	n/a	n/a	3,653,592.60
Certificate of Deposit			Onwest Bank FSB	3,944.00	0.01%	n/a	n/a	n/a	3,944.00
Certificate of Deposit			Aurora Bank, DE	51,801.85	1.15%	n/a	n/a	n/a	51,802.00
Certificate of Deposit			Doral Bank, Catano PR	100,000.00	1.20%	1.15%	1/5/11	1/8/14	100,000.00
Certificate of Deposit			Mizrahi Tefanot Bank, CA	100,000.00	2.75%	2.75%	1/28/11	1/27/14	100,068.00
Certificate of Deposit			Beacon Federal (Syracuse, NY)	189,000.00	0.50%	0.50%	2/3/10	2/3/14	100,173.00
Certificate of Deposit			Toyota Financial Savings Bank (Henderson, NV)	99,000.00	3.20%	3.18%	3/30/12	3/31/14	166,115.00
Certificate of Deposit			First Reliance Bank (Florence, SC)	99,000.00	3.45%	3.42%	4/15/09	4/15/14	96,734.00
Certificate of Deposit			First Bank of Highland Park (IL)	99,000.00	3.25%	3.25%	4/17/09	4/18/14	96,790.00
Certificate of Deposit			Sterling Savings Bank, Spokane, WA	98,000.00	3.20%	3.17%	4/17/09	4/17/14	96,792.00
Certificate of Deposit			Paragon Commercial Bank, Raleigh NC	98,000.00	1.25%	1.25%	4/22/09	4/22/14	96,801.00
Certificate of Deposit			American Chartered Bank	99,000.00	2.30%	2.28%	5/4/11	5/14/14	96,305.00
Certificate of Deposit			FSG Bank/Chattanooga, TN	99,000.00	2.40%	2.38%	5/5/10	5/14/14	100,633.00
Certificate of Deposit			Worlds Foremost Bank Sidney, NE	99,000.00	3.00%	2.97%	5/21/10	5/21/14	96,703.00
Certificate of Deposit			Banco Popular De Puerto Rico, Hato Rey, PR	100,000.00	1.45%	1.44%	12/11/09	12/11/14	100,051.00
Certificate of Deposit			Summit Community Bank (Moorefield, WV)	100,000.00	1.25%	1.24%	12/11/11	12/11/14	100,492.00
Certificate of Deposit			Barclays Bank, Del	99,000.00	3.20%	3.15%	7/28/11	7/28/14	99,509.00
Certificate of Deposit			Bank Hapsalim, Manhattan, NY, NY	99,000.00	3.15%	3.05%	8/19/09	8/19/14	101,650.00
Certificate of Deposit			GE Capital Financial, Inc. (Holladay, UT)	187,000.00	1.25%	1.24%	9/23/09	9/23/14	100,787.00
Certificate of Deposit			Onwest Bank FSB	100,000.00	1.50%	1.46%	10/21/11	10/21/14	106,316.00
Certificate of Deposit			Fifth Third Bank	100,000.00	1.35%	1.34%	10/21/10	10/21/14	96,688.00
Certificate of Deposit			Discover Bank Greenwood DEL	99,000.00	3.00%	2.93%	5/9/11	11/10/14	100,841.00
Certificate of Deposit			Jackson County Bank (Seymour, IN)	97,000.00	3.30%	3.22%	12/28/09	12/28/14	101,212.00
Certificate of Deposit			Horry County State Bank (S. Carolina)	100,000.00	1.65%	1.63%	1/5/11	1/5/14	101,511.00
Certificate of Deposit			Merrick Bk South Jordan Utah	99,000.00	1.55%	1.53%	1/12/11	1/12/15	98,233.00
Certificate of Deposit			Citizen Deposit Bank, Arlington, Kentucky	99,000.00	2.50%	2.45%	5/28/10	1/28/15	101,262.00
Certificate of Deposit			Pyramax Bank FSB (Greenfield, WI)	99,000.00	0.65%	0.65%	4/27/12	4/27/15	101,067.00
Certificate of Deposit			Bank of the West, SF, CA	99,000.00	1.60%	1.57%	6/20/11	6/22/15	98,570.00
Certificate of Deposit			GE Money Bank (SLC, UT)	100,000.00	1.45%	1.42%	8/17/11	8/17/15	100,747.00
Certificate of Deposit			Republic Bank (Bountiful, UT)	50,000.00	2.00%	1.95%	9/14/11	9/14/15	100,849.00
Certificate of Deposit			Israel Discount Bank of New York	146,000.00	2.00%	1.96%	11/12/10	11/12/15	101,798.00
Certificate of Deposit			Centur FSB (Trenton, NJ)	196,000.00	2.10%	2.05%	3/30/11	11/29/15	51,194.00
Certificate of Deposit			Investors Savings Bank	250,000.00	2.30%	2.25%	2/9/11	1/29/16	50,966.00
Certificate of Deposit			GE Capital Financial, Inc. (SLC, UT) FDIC #33778	96,000.00	2.05%	2.00%	2/28/11	2/28/16	200,277.00
Certificate of Deposit			Onwest Bank, FSB, Covina, CA	96,000.00	2.20%	2.14%	3/28/11	3/28/16	101,166.00
Certificate of Deposit			Safra National Bank of NY	100,000.00	1.05%	1.05%	5/5/11	5/5/16	256,640.00
Certificate of Deposit			Bank of the West, SF, CA	49,000.00	1.00%	0.99%	9/21/12	9/21/16	101,637.00
Certificate of Deposit			Goldman Sachs Bank (Salt Lake)	50,000.00	1.15%	1.15%	9/21/12	9/21/16	100,094.00
Certificate of Deposit			Doral Bank, San Juan, PR	49,000.00	1.75%	1.71%	9/21/12	9/21/16	49,329.00
Certificate of Deposit			Firstbank PR Santurce	150,000.00	2.00%	1.90%	9/28/11	9/28/16	50,225.00
Certificate of Deposit			National Rep Bk, Chicago III	198,000.00	1.05%	1.03%	12/6/13	12/6/16	51,072.00
Certificate of Deposit			BMW Bank of NA, SLC, UT	50,000.00	1.00%	1.00%	12/20/13	12/20/16	149,402.00
Certificate of Deposit			Wells Fargo Bk, NA Sioux Falls	198,000.00	1.00%	1.00%	12/20/13	12/20/16	197,131.00
Certificate of Deposit			Comenity CAP Bk, Utah	198,000.00	1.75%	1.73%	1/17/13	1/17/17	49,898.00
Certificate of Deposit			Midwest Bank of Western Illinois, Monmouth IL	245,000.00	1.00%	1.01%	2/9/12	2/9/17	198,099.00
Certificate of Deposit			American Express Centurion, SLC, UT	245,000.00	1.20%	1.21%	4/13/12	4/13/17	200,437.00
Certificate of Deposit			Compass Bank, Birmingham, Ala	100,000.00	1.15%	1.15%	4/13/12	4/13/17	98,063.00
Certificate of Deposit			Goldman Sachs Bank (New York, NY)	150,000.00	1.74%	1.74%	7/5/13	7/5/17	242,048.00
Certificate of Deposit			JP Morgan Chase Bank, National (Columbus, OH)	150,000.00	1.55%	1.56%	7/15/13	7/15/17	244,179.00
Certificate of Deposit			CIT Bank, Salt Lake City, UT	100,000.00	1.75%	1.75%	7/10/13	7/10/18	97,605.00
Certificate of Deposit			CIT Bank, Salt Lake City, UT	100,000.00	1.50%	1.52%	7/10/13	7/10/18	148,646.00
Certificate of Deposit			Bank of Baroda	248,000.00	1.80%	1.82%	7/10/13	7/10/18	99,213.00
Certificate of Deposit			Salle Mae Bank, Murray, UT	147,000.00	2.05%	2.05%	7/17/13	7/17/18	246,426.00
Certificate of Deposit			Salle Mae Bank, Murray, UT	147,000.00	2.05%	2.05%	10/18/13	10/18/18	144,574.00
Certificate of Deposit			Total Financial Northeastern Companies	100,000.00	2.00%	2.08%	10/23/13	10/23/18	245,674.00
				6,838,745.85	2.00%	2.01%	12/11/13	12/11/18	146,503.00
Financial Northeastern Companies									
Money Market Fund	Cash	Certificate of Deposit	Morgan Stanley	293,330.61	0.01%	n/a	n/a	n/a	293,330.61
Certificate of Deposit			Bank of China, NY	99,000.00	0.80%	0.59%	2/22/12	2/24/14	99,089.30
Certificate of Deposit			CIT Bank, Salt Lake City, UT	99,000.00	0.55%	0.54%	3/21/12	3/21/14	99,082.17
Certificate of Deposit			Bank Little Rock, ARK	96,000.00	3.40%	3.37%	4/1/09	4/1/14	58,387.04
Certificate of Deposit			Safra National Bank of NY	99,000.00	3.20%	3.17%	4/8/09	4/8/14	96,682.11
Certificate of Deposit			Investors Savings Bank	98,000.00	1.30%	1.29%	4/21/11	4/21/14	99,276.21
				98,000.00	1.30%	1.29%	5/5/11	5/5/14	98,311.64



Agenda Date: 04-01-2014

Agenda Item: 8a



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 01 APRIL 2014

SUBJECT: CONSIDER THE APPROVAL OF AN EXCLUSIVE SALES LISTING AGREEMENT WITH TRANSWESTERN PROPERTY COMPANY TO LIST AND MARKET FOR SALE AND DEVELOPMENT CITY-OWNED REAL PROPERTIES IN THE CLAYTON TOWN CENTER

RECOMMENDATION

It is recommended the City Council, by motion, approve an Exclusive Sales Listing Agreement with Transwestern Property Company West, Inc. (a Texas Corporation) to list and market for sale and development several City-owned real properties within the Clayton Town Center, specifically a vacant 1.67 acre parcel on Main Street (APN 118-560-010) and two (2) improved but dilapidated real properties and one (1) adjacent unimproved parcel (0.75 acres total) located at 1005 and 1007 Oak Street (APNs 119-050-034, 119-050-008, and 119-050-009); and authorize the City Manager to finalize and execute the Agreement.

BACKGROUND

Presently, the City holds title to several real properties within the Clayton Town Center area that it has attempted, with marginal progress, to self-advertise for sale and development to a private developer for construction of improvements consistent with the City Council's vision for its downtown contained in the *Clayton Town Center Specific Plan*. The real properties under this consideration are:

1. An unimproved vacant parcel with some frontage on Main Street (and dual access rights) consisting of approximately 1.67 acres recently acquired by the City in April 2013 from the Clayton Community Church. The land has two (2) signs posted on it by the City noticing the property for sale and development of a commercial mixed-use project (APN 118-560-010); and
2. Three smaller parcels with frontage on the west side of Oak Street, between Center and High Streets, comprised of two (2) unoccupied ramshackle bungalows abutting Mitchell Creek, along with an unimproved adjacent hillside parcel to the west. Records indicate City ownership going back to 1974 and 1986.

These latter real properties listed above enjoy, through significant financial efforts of the former Clayton Redevelopment Agency (RDA), a fully-entitled City-approved development project known as "Creekside Terrace." This commercial mixed-use project involves the permitted construction of a mixed-use two story building with a western-style frontage characteristic of architectural themes suggested in the *Town Center Specific Plan*. The first floor plans for approximately 7,200 sq. ft. of retail commercial space with a 20-foot ceiling. The second floor calls for seven (7) residential units which originally were targeted for affordable housing opportunities with additional financial assistance of the RDA. In the current entitled plan, the residential units are 1-bedroom with several containing dens. With the state's draconian extermination of redevelopment agencies in 2012, the City no longer has RDA housing assistance monies for the intended objective of affordable housing units, and therefore the plan is open to market rate housing.

The Creekside Terrace Project received its City entitlements on 06 July 2010, and those land use permits have been extended by City Planning Commission actions to now expire on 06 January 2015 (note: further extensions are eligible). The City placed small billboards on the property depicting and illustrating with color renderings the front elevations of the approved project. The postings have elicited several telephone calls and interests, several including the City's transmittal of the approved entitlement documents and environmental work. At this time, the City has one (1) prospective developer performing due diligence work to acquire and construct the project, including the exchange of bona fide offers on the lands.

However, each of the real properties sits idle and preens for developer attention and commercial construction interest. By previous public action, the City Council instructed staff and its Economic Development Sub-Committee (Vice Mayor Shuey and Council Member Pierce) to contact several commercial real estate brokers to list and market the real properties for sale and development.

COMMERCIAL BROKERAGE INTERESTS

Since the November 2013 direction, staff has been engaged in various degrees in the contact and outreach to several commercial brokerage firms to ascertain interest in listing and marketing the City-owned properties. The in-house effort has included making contact with select prospective firms, setting mutually-agreeable times for staff to initially meet with brokerage representatives and familiarize them with the real properties' history and current settings, allowance of time for brokerage firms to research, investigate and consider the opportunity, secondary meetings with staff to hear and receive brokerage potential interest (or non-interest), and then calendaring meetings with interested brokerage firms and the City Council's Economic Development Sub-Committee.

A minimum of five (5) commercial realty firms were contacted; several declined the opportunity due to the challenges of location and land size of the parcels. In mid-March 2014, the Council Sub-Committee and staff unitedly recommended Transwestern Property Company West, Inc. as the commercial brokerage firm best suited to list and market the City-owned properties in harmony with the visions contained in the *Town Center Specific Plan*.

TRANSWESTERN'S PROPOSAL

Over the course of several months, Transwestern has conducted considerable analyses and critiques of the City-owned parcels, prevailing commercial pre-interests and potential markets, and the constraints and opportunities associated with the listing. The Council Sub-Committee and staff have been impressed by Transwestern's grasp of development realities, creativities and positive energies in working with the City to fulfill its visions and land use policies for these downtown real properties.

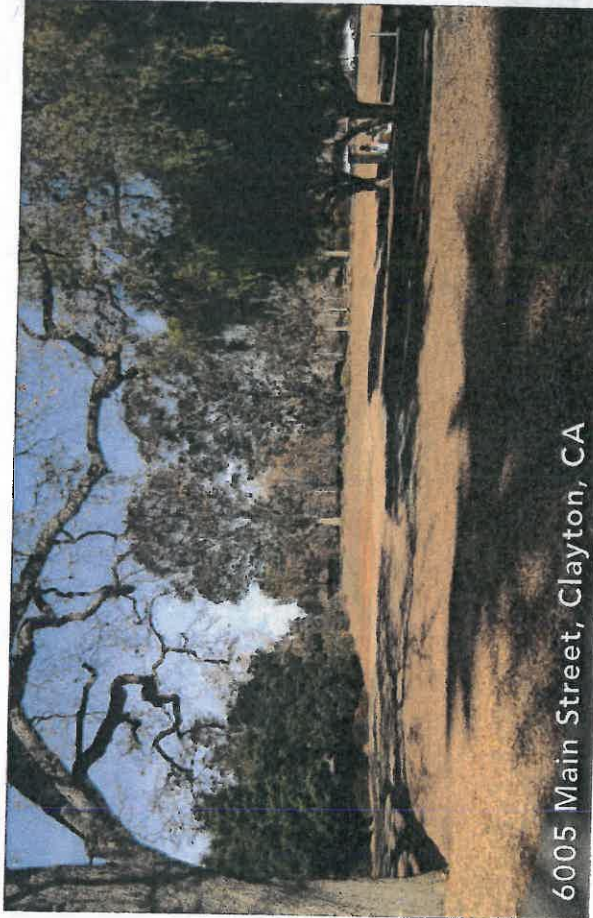
Attached to this Staff Report are two documents. The first ("Exhibit 1") is Transwestern's Marketing Proposal and the second ("Exhibit 2") is the proposed Exclusive Sales Listing Agreement. The Agreement outlines the respective parties' obligations and responsibilities accompanying the exclusive list for one (1) year (ref. Section 4, pg. 3), and provides for a City-paid maximum broker commission of six percent (6%) of the gross sales price of the real properties (ref. Section 5.b., pg. 3) even in the event a Buyer's broker becomes involved in the transaction. The City has made it perfectly clear that this engagement is not achieved just by bringing a willing buyer to the table to purchase title and then land-bank the properties. The City is interested in a buyer who will purchase the lands by entering into a development agreement with the City to construct commercial buildings and place viable commercial enterprises and tenants in the facilities to augment a more viable Clayton Town Center.

We are convinced Transwestern and its team are the optimal professional partners to make this long-desired outcome happen in our City.

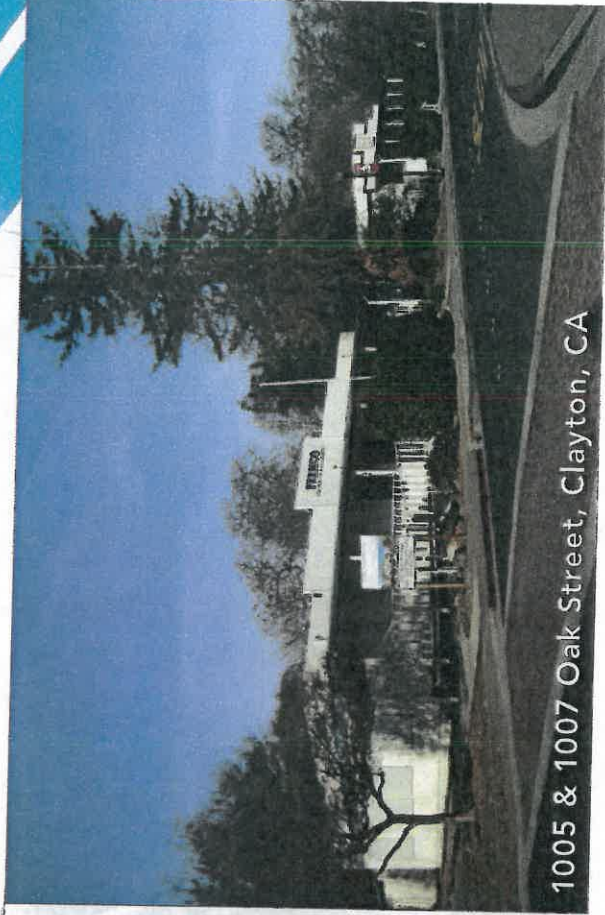
- Exhibits: 1. Transwestern Marketing Proposal [38 pp.]
2. Exclusive Sales Listing Agreement [7 pp.]

MARKETING PROPOSAL

6005 MAIN STREET 1005 & 1007 OAK STREET



6005 Main Street, Clayton, CA



1005 & 1007 Oak Street, Clayton, CA

PRESENTED TO:

City of Clayton, California

Gary Napper, City Manager

Charlie Mullen, Community Development Director

Julie Pierce, City Council Member

David Shuey, Vice Mayor



February 6th, 2014
6000 Heritage Trail
Clayton, CA 94517

PRESENTED BY:

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Managing Director

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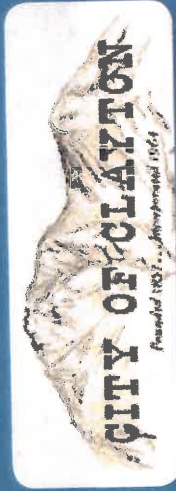
sean.barter@transwestern.net

lic 01920111

 **TRANSWESTERN®**

www.transwestern.net/walnutcreek

Exhibit 1



GOALS - LAND USE ELEMENT

To ensure an adequate tax base for Clayton.

To create and maintain an attractive Town Center area and to make it the commercial, civic, and heritage focus for the community.

Assist the City through the sales process in it's efforts to ensure the 6005 Main Street and 1005 & 1007 Oak Street properties will develop consistent with the Town Center Specific Plan which emphasizes commercial, retail, and restaurant uses with a heritage focus. Ensuring an adequate tax base will require, expanding retail and restaurant uses, in addition to providing local retail shopping and services opportunities.

T **TRANSWESTERN[®]**
MIXED-USE RESIDENTIAL



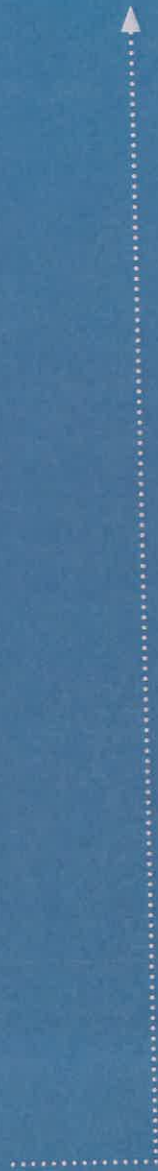
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6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal



MARKETING PROPOSAL



www.transwestern.net/walnutcreek



Included in this responsibility is the execution of all direct marketing efforts to prospective developers and/or buyers and soliciting the cooperation of the entire outside commercial real estate brokerage community in an effort to attract all potential buyers to the Subject Properties. Emphasis will be placed on those retail and residential developers/ buyers with active requirements and projects in the surrounding greater East Bay trade area for retail and residential mixed-use retailers/tenants.

B. OBJECTIVE

Transwestern's objective is to implement a specifically targeted and highly refined marketing campaign for the Subject Properties. The objective is to secure Letters of Interest (LOI's) from the most qualified developers/buyers in the shortest amount of time at market sale rates. This process will be followed by assisting in the preparation of Purchase & Sale Agreement contracts with the City and the City's legal department and the acceptable terms from the LOI's executed by both parties.

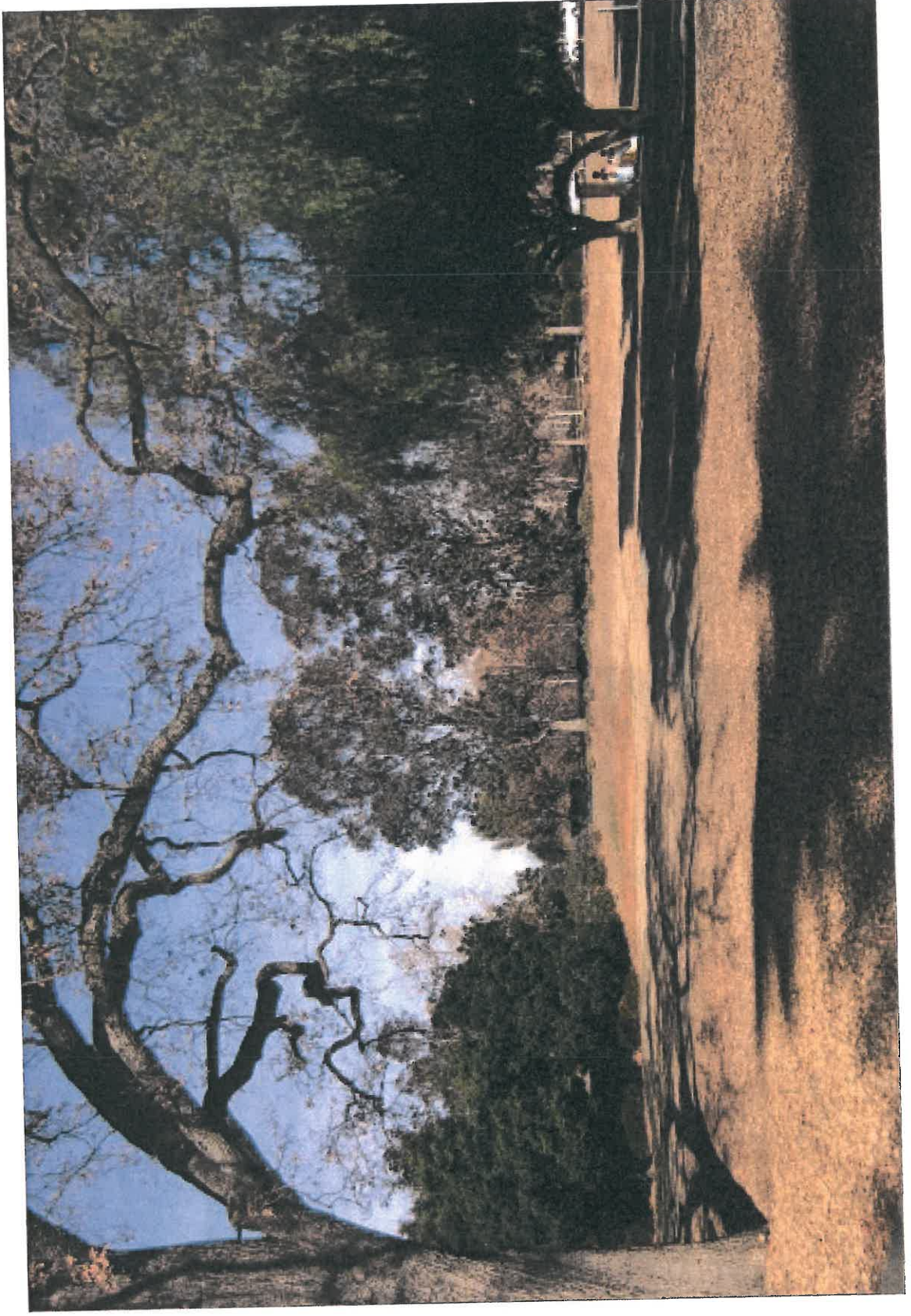
C. PROPERTY DESCRIPTION & MARKET STRATEGIES

The Team will execute an exclusively tailored strategy for the Subject Properties to identify developers and buyers. Please see Exhibit A showing the Demographic Classifications reflecting the population breakdowns within a one-mile to five-mile radius of the Subject Properties. For the Subject Properties, the Team will extrapolate and target the developers, user groups, and high net-worth individuals whom we feel would be the most likely candidates to successfully purchase the properties.

A. SCOPE OF EMPLOYMENT

On behalf of the City of Clayton, Transwestern Property Company West, Inc., doing business as Transwestern, Walnut Creek, the team consisting of Edward Del Beccaro, Managing Director, Colby Mikulich, Senior Associate, and Sean Barter, Associate, proposes to assume the overall marketing responsibility for securing Letters of Interest (LOI's) and Purchase & Sale Agreements for the Subject Properties located at 6005 Main Street, 1005 Oak Street, and 1007 Oak Street, together to be known as "the Subject Properties," in Clayton, California. The goal is to sell the property at the highest price consistent with the Town Center Specific Plan which emphasizes commercial, retail, and restaurant uses with a heritage focus. Expanding retail and restaurant uses, in addition to providing local retail shopping and services opportunities will assist in ensuring an adequate tax base for Clayton.

6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal





Property Overview

The Subject Properties consist of two sites in the downtown Clayton area; 6005 Main Street is approximately 1.66 acres on a single parcel and 1005 & 1007 Oak Street is approximately 0.75 acres of land comprised of three parcels. Both sites are located in Clayton's Town Center and their individual parcel sizes are as follows:

- 6005 Main Street: 1.66 acres
- 1005 Oak Street: 0.29 acres
- 1007 Oak Street: 0.17 acres
- Center Street: 0.29 acres

6005 Main Street is an irregularly shaped parcel situated at the gateway position to downtown Clayton. The 1.66 acre parcel is zoned for Planned Development (PD), which has an emphasis on retail, commercial, and office uses with limited residential, creating and allowing flexible zoning for potential owners/developers looking at the property on a for-profit basis. With over 24,000 cars per day passing by the subject property on the back side of Clayton Road, the exposure and visibility make the site an attractive location for potential catalyst tenants that could help transform the downtown area into a more active area. If the added housing component could be utilized, the increased population density will assist in Clayton's retail sales and help local business grow and prosper.

1005 & 1007 Oak Street is a total of 0.75 acres of land off Main Street located on the western edge of downtown Clayton. The subject site suffers from very poor exposure and lack of vehicular and pedestrian traffic, making it an undesirable location for retail users. In addition to these issues, the site has an existing development entitlement for residential over retail which makes a rigid process for potential owners/developers.

As development has rebounded from the latest global economic recession, prices for land in core markets such as Oakland and San Francisco has risen to the point that secondary and tertiary markets, such as Clayton, could see an increase in speculation and interest from developers preparing for the next development cycle. Although Clayton is a "cul-de-sac" bedroom community and where Clayton Valley Center in Concord nearby is a very competitive shopping alternative, we believe that Clayton's town center has some of the primary attributes that are required for a successful downtown: access to public transportation by use of the Contra Costa County Connection bus line and a 15 minute car ride to BART, proximity to San Francisco which is less than one hour by car, low crime rates, and a high quality of life.





D. IMPLEMENTATION OF THE VOID ANALYSIS STUDY (VAS)

The sales marketing program will be supplemented through the development of a Void Analysis Study (VAS). The study will include the following:

1. Establish targeted buyer categories likely to consider this area for development that fit the general plan vision for the City of Clayton;
2. Identify and target specific developers, high net worth individuals, and buyers within each of these categories, and other local users that would benefit from the subject property;
3. Initiate and pursue contact with every prospective retailer and retailer buyers within each "retail void" category via phone and email and engage continual follow-up until definitive interest, or non-interest, is determined (identifying potential retailers will enhance developer/buyer interest);
4. Procure the most qualified developer/buyer at the highest rate the market will bear in an expeditious time frame;
5. On a proactive basis, conduct buyer and broker tours and present the Subject Property for the purpose of securing buyers within the intended context of the occupancy goals desired by the City.

E. MARKETING PROGRAM:

PERSONAL CANVASSING - LOCAL AND REGIONAL AREAS

Led by Ed Del Beccaro, the team proposes to use the knowledge and information gained from the VAS and a long list of prior contacts and transactions consummated in the Bay Area Region, along with a specifically targeted mailing campaign to existing client relationships and cold calls to generate interest for the Subject Properties.

Ed Del Beccaro is a 36 year veteran in Bay Area real estate. He has personally leased or sold over three million square feet of properties within Northern California (including many retail centers, multifamily and mixed use retail residential sites), and is considered to be a highly accomplished Bay Area real estate expert. Ed is also a member of the Transwestern National Retail Council.

Colby Mikulich brings several years of retail leasing and sales experience to the team. He is currently active on over 1.5 million square feet of commercial assignments and has worked to expand the presence of national retail tenants such as JP Morgan Chase, Fuddrucker's, 9Round Fitness and Walgreens.

Sean Barter is a retail investment specialist with an analysis background who brings due diligence process and financial underwriting skill sets.

All three agents are members of the International Council of Shopping Centers (ICSC). We will also work with Transwestern national retail and multifamily brokers bringing the property to their attention.

The intent of the Team is to effectively execute a marketing campaign, to thoroughly and quickly contact all targeted developer/buyers for the Subject Properties that fit in the mission for healthy and vibrant communities that promote downtown oriented retail and office uses. We have a commitment to the City of Clayton's mission and ourselves to continue this process until the appropriate developers are procured.





SERVICING THE OWNERS

A. Development Scenarios

Working in tandem with the city, Transwestern will create three main development scenarios for 6005 Main Street. Transwestern will then ascertain which developers and/or retailer users would be potentially interested in said scenarios. In addition, we will determine what requirements or incentives would attract them to the sites such as a drive thru for a retailer, below land cost for an anchor drug store to generate nearby development, property tax, and retail tax receipts, and other potential options that may not have been considered as of this time.

1. Determine the highest and best type of retail use for the properties, such as drug store/small high end grocery store for 6005 Main St.
 - a. This analysis would also include potential assemblage and creative solutions for adjacent properties
2. Food/Convenience retailers
 - a. Gas station, quick service and fast food restaurants, etc.
3. Village Type Development
 - a. Apartments over retail development with potential drive thru capabilities with additional retail
 - b. Oxbow Public Market type development which would house multiple users in a single space/building with a residential component

In addition to the above, we can develop a preliminary model showing the effect of retail tax streams that would be generated by subsidizing the land costs for a retail user such as a smaller high-end grocer or drug store. This would be in conjunction with investigation of the cost versus benefit of a parking structure with a retail façade to offset the cost of said structure to be built by the city two blocks away on the surface parking lot. Finally, if residential only is possible at the Oak Street properties then we would survey and determine the demand for a mixed use development versus a residential only.

B. Buyer Negotiations

The Marketing Team will coordinate and assist in all negotiations of the Letters of Interest, the Purchase & Sale Agreement contracts, and provide market information to customize and justify your requirements. Our experience and creativity will enable us to acquire the answers, finalize the negotiations, and achieve the desired results in the most optimum time frame. We are experts in purchase and sale negotiations and in successfully consummating even the most complex and difficult transactions.

C. Developer/Tenant Buyer Screening

1. The Marketing Team will vet all qualified prospective Buyers to evaluate their potential development for your review (we will also identify potential retailer buyers and retailers);
2. We will attempt to procure all financials and historical performance information as appropriate for a full credit analysis, allowing the City Council to fully evaluate the transaction at hand;
3. We will request a full development plan to be prepared by all buyers to be attached to the Letter of Interest in addition to their financial statements.

D. Pricing Recommendations

(Note: a more detailed pricing valuation will be performed after the assignment is awarded)

6005 Main Street

Market Value: : \$14 to \$20 per square foot of land

1005 & 1007 Oak Street

Market Value: : \$10 to \$15 per square foot of land

**These ranges of values will be impacted by the restriction of retail development, required affordable housing, types of buyers (developer vs. user), and more.*



*Retail Property Flyer Example

F. Thorough Market/Site Information

The Team will also provide potential tenants and ownership with additional information as needed to conclude a transaction. This may include:

- City of Clayton information as requested
- Specific zoning and use restrictions as applicable for the Subject Properties
- Sale and ground lease analysis
- Vendor & due diligence information
- Liaison with local government agencies and utilities
- Housing & demographic information
- Competition maps and analysis
- Transportation information
- New local development knowledge

E. Broker Administration

1. Letters of Interest for lease can be prepared by The Team or as determined by ownership;
2. Purchase contracts to be prepared by ownership, or its council, with input and review from Transwestern;
3. Frequent follow-through on activity with bi-monthly reporting (or any other acceptable time interval as determined by ownership);
4. Periodically market updated information as required and as available;
5. Schedule and conduct tours with prospective buyers.

F. MARKETING AND PROMOTIONAL TOOLS:

Transwestern has developed preeminent marketing techniques in the commercial real estate service industry with first class product presentation and branding. We have extensive experience in planning and coordinating advertising and promotional campaigns for various types of real estate projects. For the Subject Properties, the following is proposed:

1. Brochures

Transwestern will prepare a brochure and flyer, as seen above, for the Subject Properties with pictures, aerial maps, and demographics that may be used as an email HTML, specific mail out, and a "leave behind" as "introductory material" for all prospective buyers and brokers.



2. Direct Mail and Follow-up

The Team will prepare and execute the direct mailing program as discussed. To ensure maximum effectiveness, experience has shown that mailing campaigns are only effective if followed up in the form of a personal call. These techniques are used systematically and continuously by The Team until all logical buyers have been qualified and significant interest in the form of a Letter of Interest and an eventual purchase contract has been procured.

3. Signs

Transwestern will design and install all marketing signs (subject to the City of Clayton's approval), visible to traffic on all sides of the property within 2 weeks of an executed listing agreement.

4. Proposed Webpage

Integral to the marketing strategy will be a strong internet presence. Through our Transwestern graphics team, a leader in the commercial real estate community, we will establish a new custom and interactive webpage for the Subject Property. We propose one "home" page, which will include links, or tabs, to each specific subject about the properties. Users will be able to find information such as size of property amenities, development information, aerials, and other pertinent information for the site. Additionally, consistent e-mail blasts and marketing on active commercial real estate websites such as Loopnet, CoStar, and Craigslist, will keep the market aware of all availability at the Subject Property.

5. Demographic Reports

With assistance from Transwestern's Research Team, we will implement the latest technology in geographic information systems (GIS), utilize site plans, aerial photographs, color demographics with graphs, traffic reports, and our proprietary VAS to enhance our marketing tools and strategies.



*Retail Property Website Example



6. Press

We can assist the City with press releases on the project with our internal public relations capabilities. Furthermore, we will create & support with press efforts for tenant marketing.

C.C. & R.'s, and the execution of the Listing Agreement. Agree on Marketing Plan and discuss any asking price adjustments, contact and assist the City of Clayton in exploring additional users.
Completed by EST: 2/21/2014

7. Previous Experience

Ed Del Beccaro has worked closely with city leaders in various cities throughout San Francisco Bay Area, and has developed or sold many residential/mixed-use projects in Contra Costa, Alameda, and San Francisco counties.

8. International Council of Shopping Centers (ICSC)

The national Transwestern retail team meets at all the major ICSC events in Las Vegas, Chicago, Atlanta, San Diego, Monterey, San Francisco, and New York to compare notes on retail and mixed-use residential market trends and tenants/buyers in the market. This property will be showcased at appropriate ICSC events as a development opportunity.

G. REPORTING:

The Team feels that effective communication between ownership and The Team is absolutely critical to the success of the marketing for the Subject Properties. The Team will provide written reports at appropriate intervals, as determined by city ownership. The report will include detailed information on every tour, every prospect, status of deals, status of advertising efforts, status of marketing and "cold-calling" efforts, and copies of any proposals or correspondence relative to the transactions.

MARKETING TIME TABLE

1. Planning Session/Market Presentation

Data Gathering, collection of plans, zoning, utilities etc., surveys,

2. Marketing Materials

A brochure, webpage, eblast and flyer will be finalized for distribution to prospective users, buyers, and brokers; additionally, signs will be installed.
Completed by: Two (2) weeks after listing executed

3. Prospecting

Prospecting is the most important aspect of the marketing program, leading to executed transactions. Without it, all other listing functions have little impact. Prospecting will be accomplished as follows:

- The Team will develop the custom VAS, identifying all prospective retail categories and/or tenants and contacts within those categories;
Completed by: Two (2) weeks after listing executed
- The Team will prioritize and target developers, buyers, and update the list as new potential users have interest in the trade areas;
On-Going
- The Team will also target local users and high network individuals using resources such as the Transwestern database and electronic yellow pages;
On-Going
- The Team will consistently communicate with existing developers, users, and high network individuals in the marketplace enticing them to the Subject Properties when appropriate;
On-Going
- The Team will coordinate with the brokerage community via Broker Blasts, which includes marketing flyers to all brokers in the Bay Area as well as creating webpages, updating appropriate real estate website listings, and personal calls;

On-Going



- Target cold calling to potential developers/buyers within the market area. Additionally, hard copy mailers will be sent to prospective buyers.

On-Going

4. Reporting and Communicating

- Monthly teleconferences are encouraged on the first or last Monday of each month (and continuing);
Monday of each month (and continuing)
- Monthly written status reports will be provided for each teleconference;
Once per month unless more frequently required

5. Potential 3 Month Marketing Schedule

- 2/21/14 - Send Marketing Flyer out to all the Brokers (retail and office) in the greater San Francisco Bay Area
- 2/21/14 - Review ownership LOI's and Lease form
- 2/21/14 - Targeted cold calling (ongoing)
- 3/01/14 - Hard copy mailers to prospective tenants
- 3/06/14 - Ownership/Brokerage marketing update conference call
- 3/06/14 - Discuss marketing process and forms to be used
- 3/06/14 - Send our marketing flyer to all appropriate Brokers in the Bay Area
- 3/06/14 - Send our marketing flyer to Transwestern National Retail, Development
- 3/09/14 - Ownership/Brokerage marketing update conference call
- 3/23/14 - Follow up on all tenant status
- 3/23/14 - Targeted cold calling (ongoing)
- 4/09/14 - Ownership/Brokerage marketing update conference call
- 4/19/14 - Review any LOI's and prospective interest from cell tenants
- 5/08/14 - Convert any executed LOI's to Leases and ownership/brokerage marketing update, conference call (on going)
- 5/18/14 - Review marketing strategy and adjust where necessary; add new and updated tenant list



6. Sales Fee

The sales commission fee will be six percent (6%) of the gross sales price.

7. Listing Agreement

See attached Listing Agreement

6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal



EXHIBIT A

AERIAL MAP OF 6005 MAIN STREET, CLAYTON, CA



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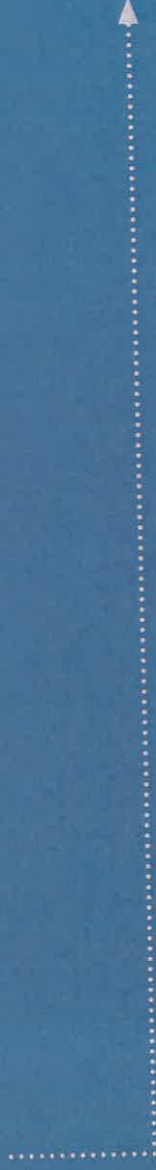
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EXHIBIT B

AERIAL MAP OF 1005 & 1007 OAK STREET, CLAYTON, CA





6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal



6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal



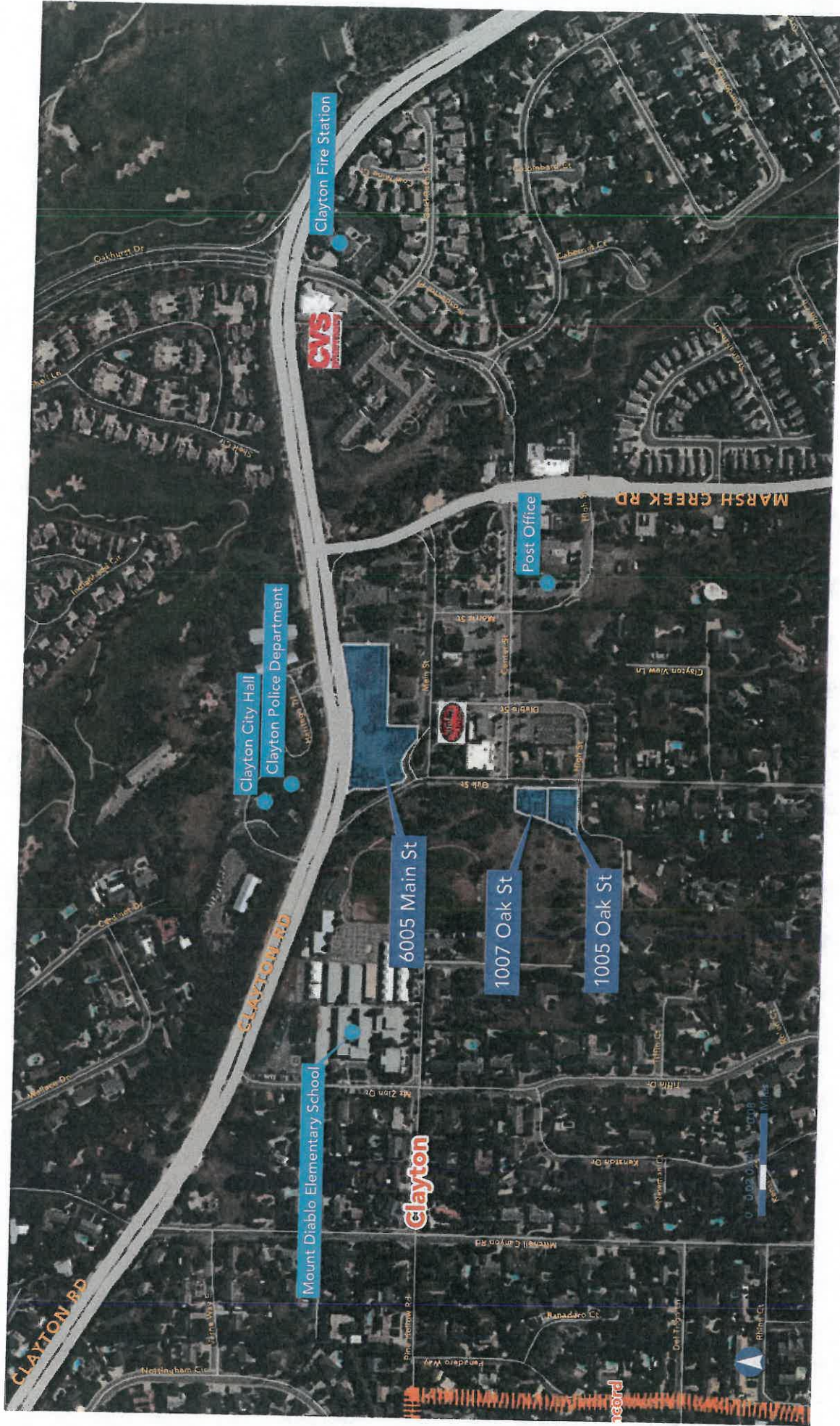
EXHIBIT C DOWNTOWN CLAYTON AERIAL MAP



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EXHIBIT D CLAYTON MARKET OVERVIEW



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SOURCE: TRANSWESTERN DATE: 1/10/2014

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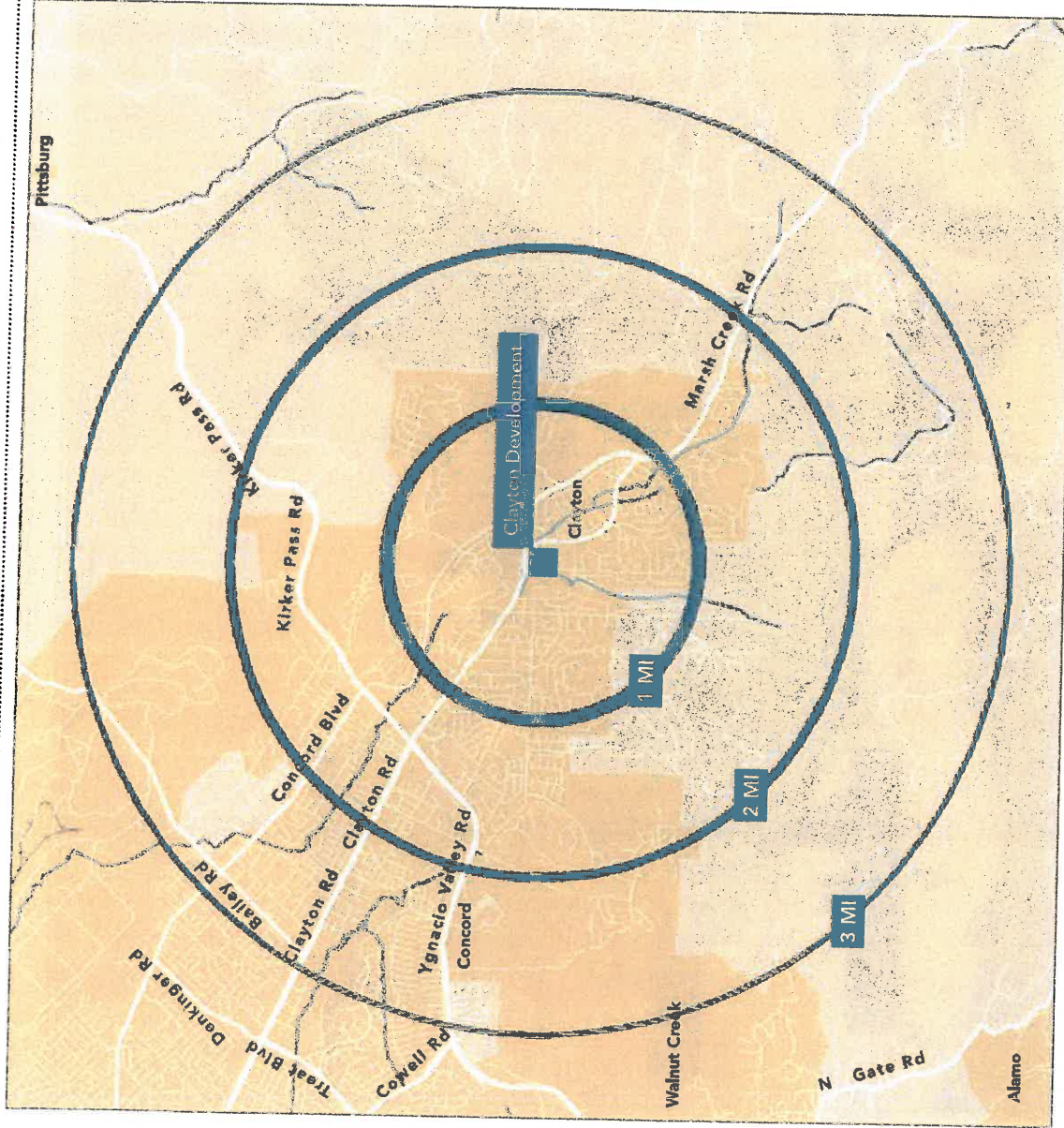
EXHIBIT E DEMOGRAPHICS



SITE MAP

CLAYTON DEVELOPMENT SITES

CLAYTON, CA



DATE: 12/26/2013

SOURCE: STI POPSTATS



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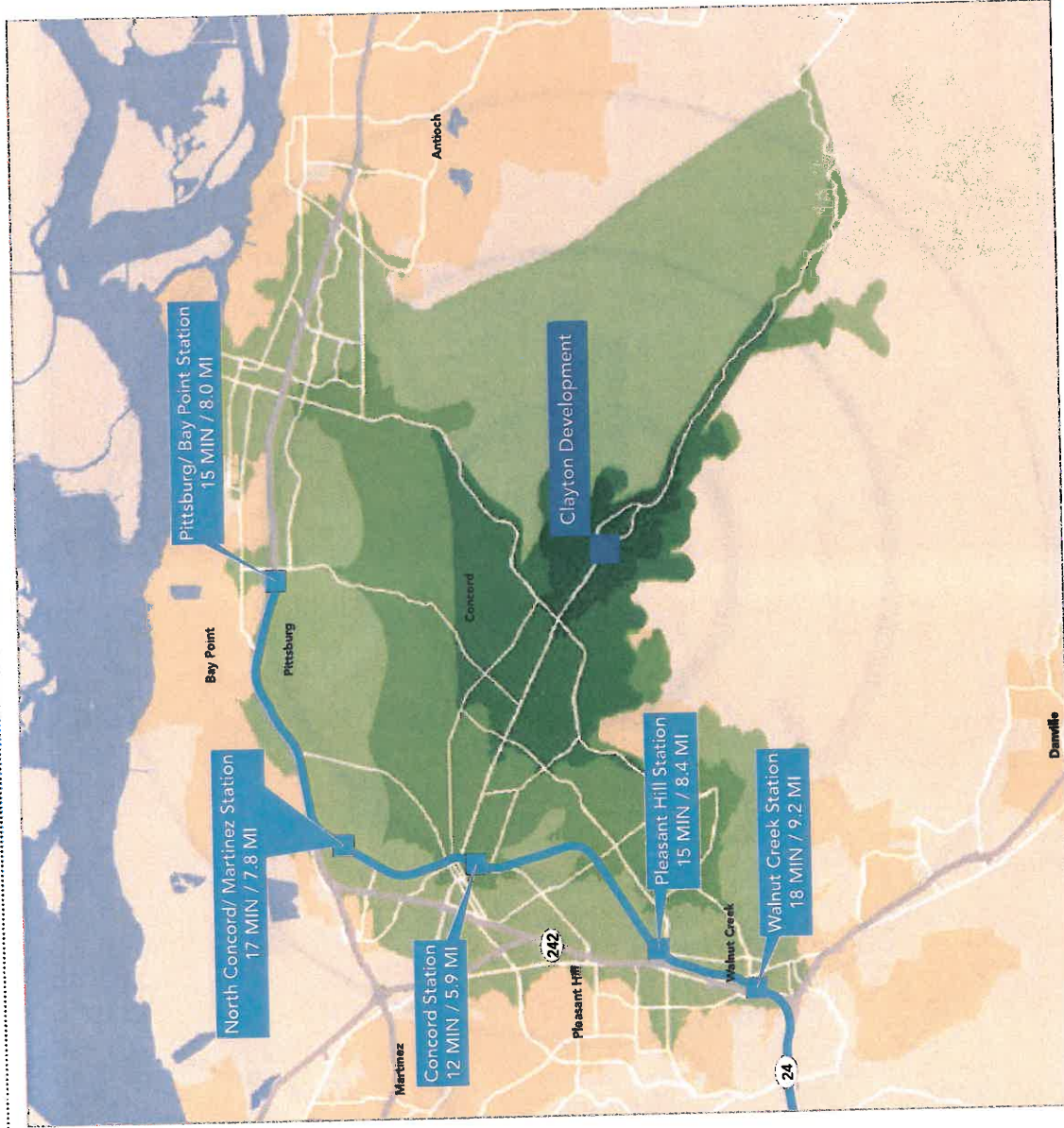




DRIVE TIMES

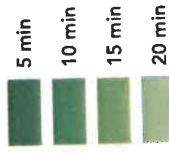
CLAYTON DEVELOPMENT SITES

CLAYTON, CA



- Subject Property
- BART Stations
- BART Lines

Drive Times to Transit Stations



DATE: 12/26/2013

SOURCE: STI POPSTATS

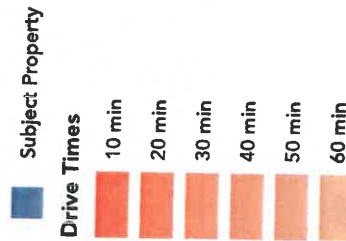
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CLAYTON DEVELOPMENT SITES

CLAYTON, CA



DATE: 12/26/2013

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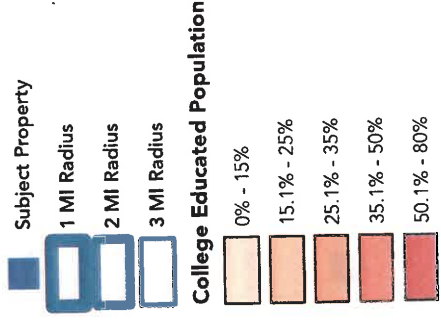
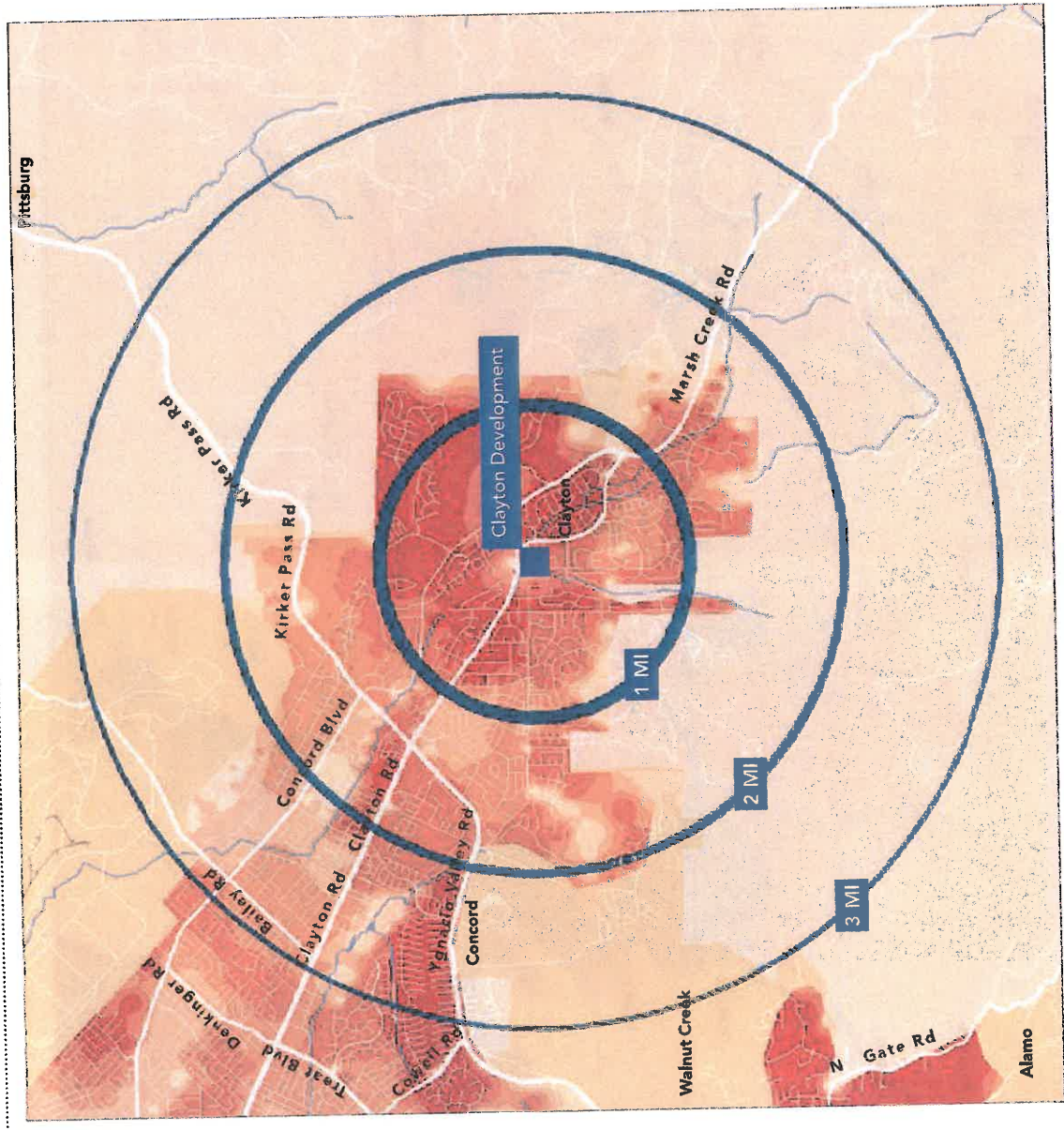




COLLEGE EDUCATED POPULATION

CLAYTON DEVELOPMENT SITES

CLAYTON, CA



DATE: 12/26/2013

SOURCE: STI POPSTATS

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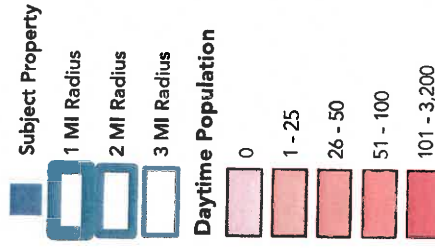
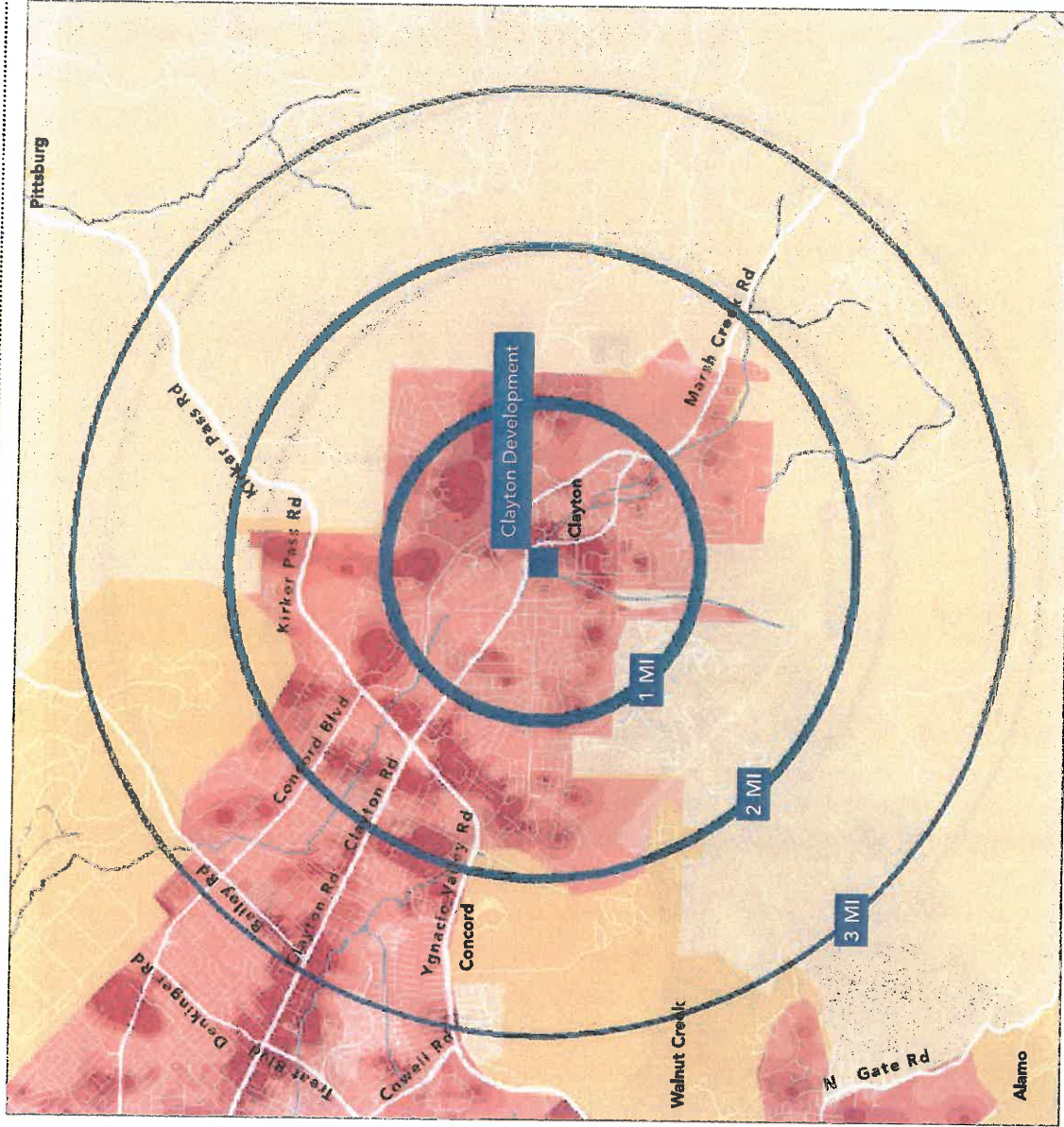


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DAYTIME POPULATION

CLAYTON DEVELOPMENT SITES

CLAYTON, CA



DATE: 12/26/2013

SOURCE: STI POPSTATS



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0 0.25 0.5 1 Miles

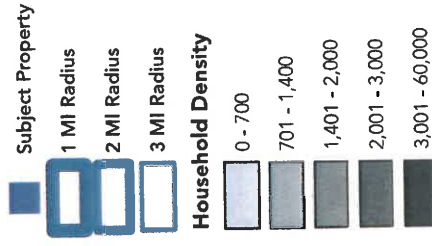
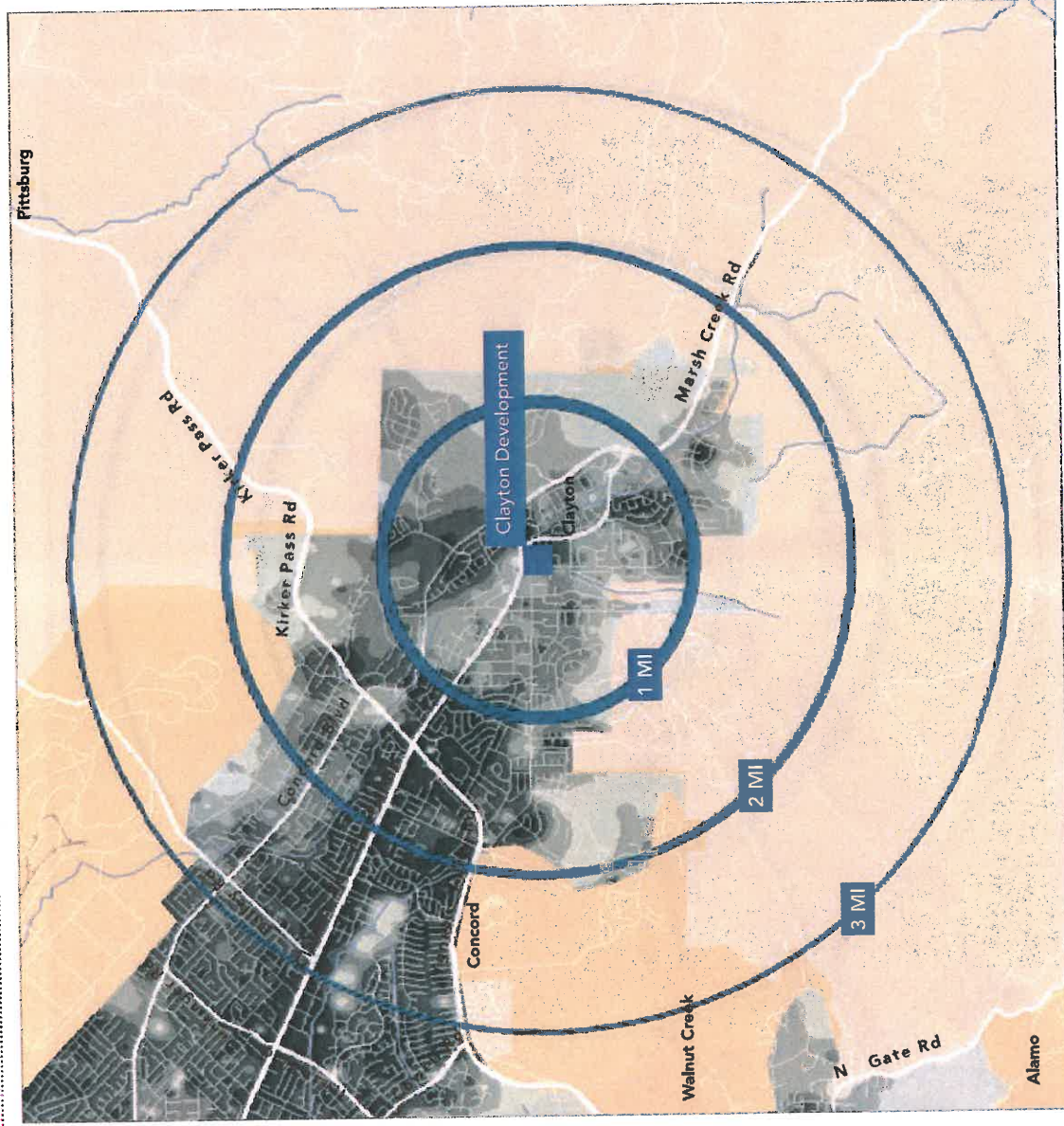
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HOUSEHOLD DENSITY

CLAYTON DEVELOPMENT SITES

CLAYTON, CA



DATE: 12/26/2013

SOURCE: STI POPSTATS

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MEDIAN HOUSEHOLD INCOME

CLAYTON DEVELOPMENT SITES

CLAYTON, CA

- Subject Property
- 1 MI Radius
- 2 MI Radius
- 3 MI Radius
- Median Household Income
 - \$0.00 - \$45,000.00
 - \$45,000.01 - \$75,000.00
 - \$75,000.01 - \$80,000.00
 - \$80,000.01 - \$110,000.00
 - \$110,000.01 - \$180,000.00

DATE: 12/26/2013

SOURCE: STI POPSTATS

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0 0.25 0.5 1 Miles



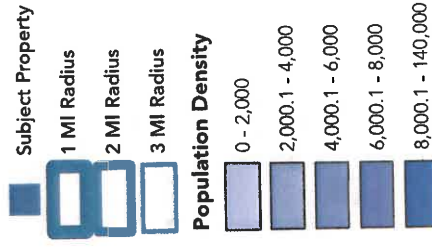
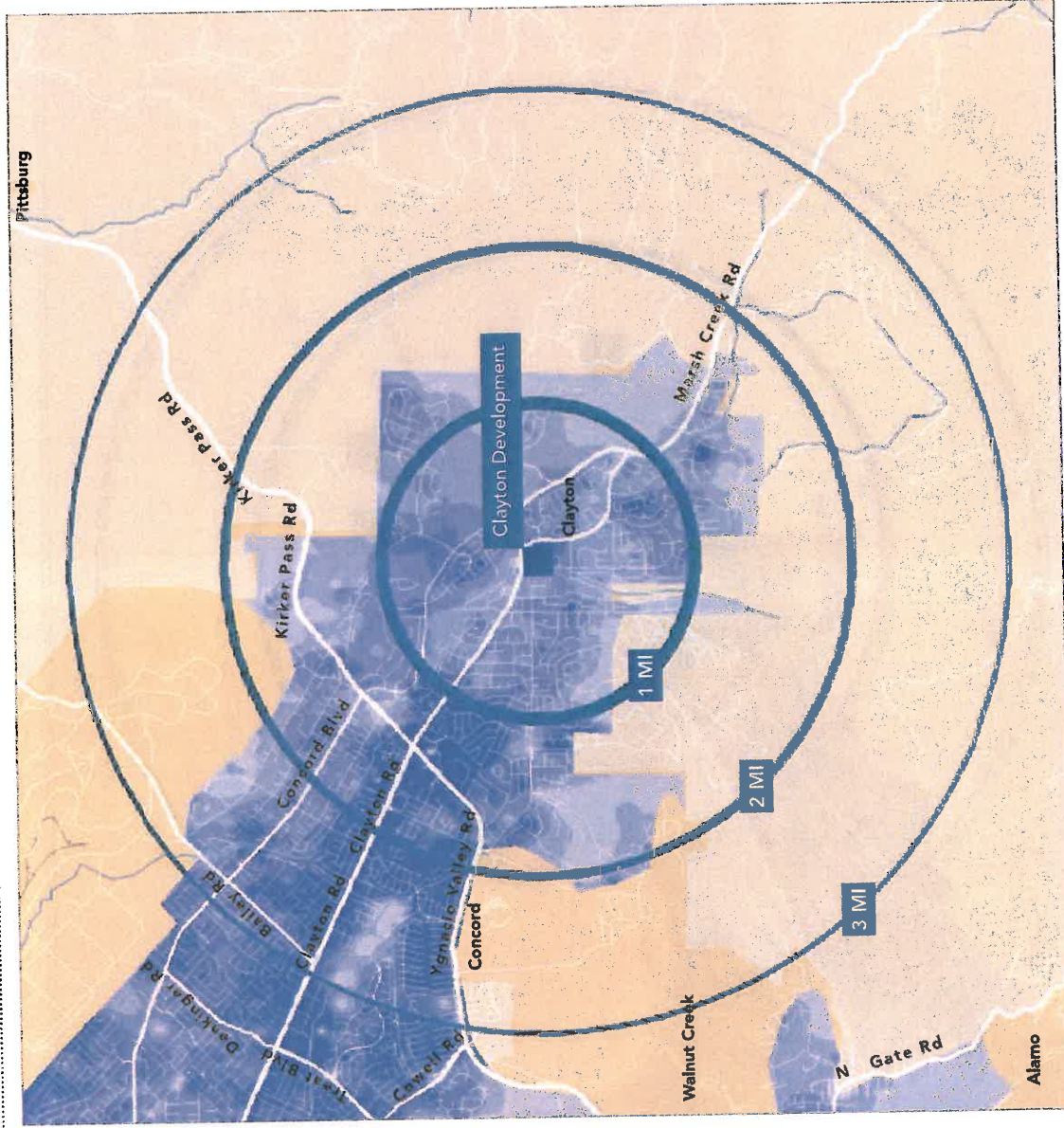
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POPULATION DENSITY

CLAYTON DEVELOPMENT SITES

CLAYTON, CA



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	1 mile ring		2 mile ring		3 mile ring	
	#	%	#	%	#	%
Population Summary						
2017 Projection	10,210		25,894		39,733	
2012 Estimate	10,084		25,051		38,019	
2010 Census	10,066		24,789		37,325	
Growth 2017-2012		1.25%		3.37%		4.51%
Growth 2012-2010		0.18%		1.06%		1.86%

	1 mile ring		2 mile ring		3 mile ring	
	#	%	#	%	#	%
Household Summary						
2017 Projection	3,788		9,737		14,809	
2012 Estimate	3,746		9,425		14,198	
2010 Census	3,741		9,330		13,978	
Growth 2017-2012		1.11%		3.31%		4.30%
Growth 2012-2010		0.14%		1.01%		1.57%

	1 mile ring		2 mile ring		3 mile ring	
	#	%	#	%	#	%
Ethnicity/Race Summary						
White	7,880	78.14%	17,649	70.45%	25,362	66.71%
Black	143	1.42%	532	2.12%	864	2.27%
Asian	682	6.76%	2,340	9.34%	4,343	11.42%
Hispanic	972	9.64%	3,345	13.35%	5,544	14.58%
Other	407	4.04%	1,185	4.73%	1,905	5.01%

	1 mile ring		2 mile ring		3 mile ring	
	#	%	#	%	#	%
Education Summary						
Less than 9th grade	44	0.62%	319	1.83%	538	2.04%
Some High School, no diploma	95	1.35%	444	2.55%	863	3.27%
High School Graduate (or GED)	1,014	14.36%	3,024	17.39%	4,706	17.86%
Some College, no degree	1,460	20.68%	4,195	24.12%	6,214	23.58%
Associate Degree	797	11.29%	1,823	10.48%	2,966	11.25%
Bachelor's Degree	2,467	34.95%	5,235	30.10%	7,457	28.29%
Master's Degree	846	11.98%	1,667	9.58%	2,549	9.67%
Professional School Degree	253	3.58%	427	2.46%	573	2.17%
Doctorate Degree	83	1.18%	259	1.49%	490	1.86%

	1 mile ring		2 mile ring		3 mile ring	
	#	%	#	%	#	%
Workplace & Income Summary						
Median Household Income	\$127,343		\$98,693		\$93,715	
Average Household Income	\$142,378		\$120,704		\$115,307	
All Employees	874		3,949		4,921	
White Collar	310	35.47%	1,273	32.24%	1,596	32.43%
Blue Collar	560	64.07%	2,669	67.59%	3,317	67.40%
Median Employee Salary	46,545		42,574		42,898	
Average Employee Salary	51,304		49,634		49,509	
Daytime Population	6,146		17,825		25,527	

Transwestern GIS/Demographic Research
Source: STI PopStats, STI Workplace
12/26/2013



EXHIBIT F TEAM BIOGRAPHIES





6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal

TEAM BIOGRAPHIES



Edward F. Del Beccaro

Managing Director
Office Services Group
925.357.2019
ed.delbeccaro@transwestern.net
CA LIC: #00642167

TRANSWESTERN ROLE

As managing director of the Transwestern Walnut Creek/East Bay office, Ed manages a full service real estate operation with office, retail, industrial, medical, land investment, residential land, leasing and investment sales capabilities, construction, property management and project management. The Walnut Creek East Bay office now has 30 brokers, property management and staff..

CAREER HIGHLIGHTS

Ed's career spans 36 years in the real estate industry in the San Francisco Bay area. He originally started his career with Grubb & Ellis in 1977. Ed also worked in the development area with CYGNA Engineers and his own development company from 1983-1992. In 1999, Ed opened the Colliers Parrish International office in Walnut Creek, where he was instrumental in the growth and development of the transaction services and property management divisions. Ed was also a principal in a firm that developed residential and multi-family properties in San Francisco and East Bay.

His background includes property development (commercial and residential) and property management along with real estate brokerage and consulting. Ed is a specialist in office leasing/sales, distressed properties, land sales, commercial/residential mixed use downtown projects, medical leasing, securing project entitlements, real estate valuation, and has leased over three million square feet of office, and medical properties.

PROFESSIONAL AFFILIATIONS/RECOGNITION

- Board of Directors and Past President, Walnut Creek Library Foundation
- Executive Committee Economic Alliance for Business (EDAB); Past First Vice Chair, 2003 and Second Vice Chair, 1997 to 1999
- Board of Directors, Contra Costa Council; Past President, 1989 to 1991, Past Vice President, 1983 to 1988, and Chair, Education Task Force
- California Shakespeare Theater, Vice President 2005 - Present; Board of Directors 2002 - 2012
- Saint Mary's College School of Education, Corporate Advisory Board 2005-2007
- Frequent speaker on real estate trends, business development topics, work force issues and downtown suburban/urban redevelopment trends.
- Member of International Shopping Center Council
- I-Gate
- International Shopping Center Council member
- NAIOP member
- California Jobs & Housing Coalition, Oakland, 2010 to present

EDUCATION AND BACKGROUND

Ed received his bachelor's degree in philosophy from Stanford University. He is licensed real estate broker in the state of California License #00642167



TEAM BIOGRAPHIES



Colby Mikulich
Senior Associate
Retail Properties Group
925.357.2016
colby.mikulich@transwestern.net
CA LIC: 01755707

TRANSWESTERN ROLE

Colby specializes in retail leasing, sales, and development in the Walnut Creek/San Francisco Bay Area region.

CAREER HIGHLIGHTS

Born and raised in the San Francisco East Bay Area into a family of experienced real estate professionals, Colby was brought onto the Transwestern retail team in March of 2012. He obtained his California DRE license at the age of 19, has had two previous internships at Cornish & Carey Commercial and Berkeley Land Company prior to joining Grubb & Ellis in early 2011, and graduated the University of Arizona at the end of summer in 2010.

At Transwestern, Colby is currently responsible for the marketing and leasing or sale with his partner, John Sechser, Senior Vice President & Director of Retail Properties, for over 1.5 million square feet. With major representation in the Highway 880, Highway 680, and Highway 4 trade areas, Colby has had a wide breadth of experience for diverse transactions ranging from ground up residential over retail developments, downtown ground floor retail under office, regional power & neighborhood shopping centers, strip shopping centers, and big box retail.

PROFESSIONAL AFFILIATIONS

- International Council of Shopping Centers (ICSC) since 2011
- Urban Land Institute (ULI) since 2011
- Young Leaders Group (YLG) of ULI since 2011
- 2012 ULI Mentor Program
- ARGUS Valuation-DCF Training Certified
- Certified Expert Witness in the State of California for Commercial Real Estate

EDUCATION AND BACKGROUND

Colby received a Bachelor of Science degree in Economics at the University of Arizona with a minor in Business Administration. He attended Robert Louis Stevenson Preparatory High School in Monterey, CA.

PERSONAL HIGHLIGHTS

In his free time, Colby enjoys traversing the wilderness with his Siberian husky, creating and mixing music, reading and writing, spending time with his family, and maintaining his physical fitness. He was born and raised in Danville, California, and currently resides in Walnut Creek, California.



TEAM BIOGRAPHIES



Sean Barter

Associate

Investment Services Group

925.357.2032

sean.barter@transwestern.net

CA LIC: 01920111

TRANSWESTERN ROLE

Sean specializes in retail investment sales in the Walnut Creek/San Francisco Bay Area region.

CAREER HIGHLIGHTS

Prior to joining Transwestern, Sean served as a member of the retail team at Marcus & Millichap in Oakland, California. Sean brings a strong background in investment management and finance, and is currently a CFA candidate. Sean spent close to five years in investment sales with companies such as Charles Schwab and Wells Fargo.

EDUCATION AND BACKGROUND

Sean received a Master of Science degree in Finance at the Golden Gate University, Ageno School of Business in San Francisco and a Bachelor of Science in Biology at the University of California in Irvine.

PERSONAL HIGHLIGHTS

Sean resides in Dublin, California with his wife and son. In his free time, Sean likes playing basketball, reading and pursuing advancements in professional accreditations. He is a native of Southern California.



ABOUT TRANSWESTERN

Transwestern is a privately held real estate firm specializing in agency leasing, property and facilities management, tenant advisory, capital markets, development, research and sustainability. The fully integrated enterprise leverages competencies in office, industrial, retail, multifamily and healthcare properties to add value for investors, owners and occupiers of real estate. Transwestern facilitates better decision-making for clients by combining penetrating local market intelligence and macro-market research through its affiliate, Delta Associates. Transwestern has 33 U.S. offices and assists clients through more than 150 offices in 30 countries as part of a strategic alliance with Paris-based BNP Paribas Real Estate.

Agency Leasing

Our specialists combine an integrated suite of brokerage resources and market intelligence to exceed performance expectations and enhance value over the life of a project. Transwestern is an industry leader in providing comprehensive leasing and targeted marketing strategies. Our time-tested approach to tenant prospecting, financial modeling and lease negotiation has earned Transwestern a reputation as one of the best project representation firms in the country.

Development

Successful development practices are built on a clear understanding of local supply-and-demand dynamics. Transwestern's ability to combine a powerful national presence with proven local market teams ensures well conceived projects that deliver on time and on budget. We align our interests with our clients' through direct company and local market ownership.

Property & Facility Management

Asset owners seeking operational excellence that impacts the bottom line look to Transwestern, the nation's strongest resource for property and facility management that adds quantifiable value to client assets. Transwestern has been recognized with numerous ENERGY STAR® awards by the Environmental Protection Agency for reducing building energy consumption through no- and low-cost operational strategies.

Tenant Advisory Services

Transwestern's Tenant Advisory Services team develops comprehensive workplace strategies using nationally integrated resources and local market expertise. As advocates for our clients, we drive results through cost containment, space efficiency, time savings and sustainable work environments. Transwestern applies a proven process that ensures the best possible outcome for our clients' real estate needs.

Capital Markets

Transwestern's Capital Markets Group offers a wide breadth of knowledge and services to private investors, corporations and institutional owners involving office, industrial, retail, multifamily, hospitality and healthcare properties. Our professionals partner with clients as their trusted advisors, maximizing their financial objectives on each and every transaction. Favorable results are delivered by seasoned professionals who possess a comprehensive understanding of investment opportunities and unique financing requirements.

Research

For more than 30 years, Transwestern's research affiliate, Delta Associates, has provided expert research, advisory and valuation services to the commercial real estate industry. Transwestern's in-house research staff also provides research and analysis in many markets throughout the country.



6005 Main Street, Clayton, CA - 1005 & 1007 Oak Street, Clayton, CA | Marketing Proposal

GLOBAL CAPABILITIES

Recognizing the world today works on a global scale, Transwestern serves our clients in Europe, the Middle East, India and Latin America through alliances with some of the world's top real estate and financial entities. It is through these relationships that we leverage global geographic coverage and local-market expertise to help our clients maximize the value of their real estate — regardless of the country or continent. Our alliance experts have a deep understanding of cultures, values and work styles of the individual countries where they operate, which is important to finding the right solution for our clients' needs.

An alliance member of **BNP PARIBAS REAL ESTATE**

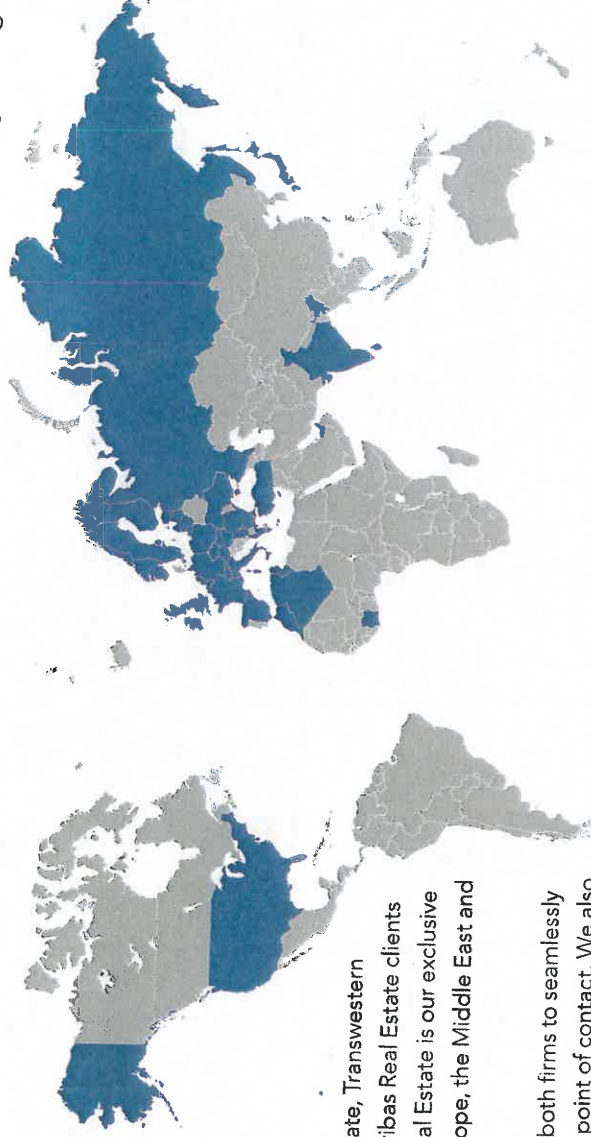


BNP Paribas Real Estate Alliance

Through our partnership with BNP Paribas Real Estate, Transwestern serves as the exclusive service provider for BNP Paribas Real Estate clients throughout the U.S. In conjunction, BNP Paribas Real Estate is our exclusive service provider for outward bound business in Europe, the Middle East and India.

The alliance focuses on occupier clients and allows both firms to seamlessly deliver service across borders managed by a single point of contact. We also provide a consistently high level of service through close-knit teams, and serve clients more effectively due to our combined offerings and global reach.

BNP Paribas Real Estate operates in 36 countries with 180 offices worldwide and has the ability to serve clients in 150 offices through its alliance with Transwestern. BNP Paribas Real Estate manages more than 328 million square feet in Europe, where it transacted more than 70 million square feet in occupier services during the past year.





FOR MORE INFORMATION:

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CA BROKERAGE LIC 01263636
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TRANSWESTERN

EXCLUSIVE SALES LISTING AGREEMENT

This Exclusive Sales Listing Agreement ("Agreement") is made and entered into on this ____ day of _____, 20__, by and between The City of Clayton ("Owner") and TRANSWESTERN PROPERTY COMPANY WEST, INC. DBA/ TRANSWESTERN, a Texas Corporation ("Broker") is effective upon execution of this Agreement (the "Effective Date").

1. BASIC AGREEMENT

- a. Subject to the terms and conditions of this Agreement, Owner grants Broker the exclusive right to offer for sale to third parties ("Buyer"), on the terms and conditions set forth in this Agreement, Owner's 1.66 acres of undeveloped land located at 6005 Main Street, Clayton, CA with parcel number 118-560-010 and three (3) parcels totaling 0.65 acres that make up the Creekside Terrace Development with parcel numbers 119-050-009, 119-050-008, 119-050-034 in the City of Clayton, Contra Costa County, California.
- b. Broker shall provide the professional services ("Services") set forth in Paragraph 2 in connection with the sale of the Property, and Owner shall compensate Broker for these Services, in accordance with the terms and conditions of this Agreement.

2. BROKER'S SERVICES

- a. Owner is entering into this Agreement in reliance on Broker's special and unique abilities with respect to performing the Services. Broker accepts the relationship of trust and confidence established between it and Owner by this Agreement. Broker represents and warrants that Broker will use its best efforts, skill, judgment, and abilities to show the Property and offer the Property for sale.
 - i. "Show the Property", as used in this Agreement, shall mean presenting the Property to prospective Buyers and shall include the methods utilized in marketing the Property. Broker shall notify Owner of the methods Broker proposes to use in marketing the Property, and Owner shall have the right to approve or disapprove such methods. Owner shall make its determination whether to approve or disapprove the marketing methods on the basis of Owner's personal taste, the industry norm in marketing similar properties, and the potential effect of the proposed marketing on Owner's other properties, if any.
 - ii. "Offer the Property for Sale", as used in the Agreement, shall mean (1) presenting to the Buyer the terms and conditions upon which the Owner is willing to sell and convey the Property, which terms and conditions will be approved by Owner and presented by Broker in writing; (2) negotiating with the Buyer the terms and conditions upon which Buyer is willing to purchase the Property; and (3) bringing Buyer and Owner to the execution and subsequent closing of a transaction for Buyer to purchase the Property from Owner.
- b. Broker represents and warrants that it will further the interests of Owner in accordance with Owner's requirements and procedures, in accordance

with the highest professional standards, regulations and canons, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

- c. Broker represents and warrants that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services. Notwithstanding the foregoing, Owner acknowledges that Broker may represent prospective Buyers and Owner consents to such dual representation so long as Owner is properly notified of such dual representation.
- d. Broker represents and warrants that all of the Services to be furnished by Broker pursuant to this Agreement from its inception until the closing of the sale of the Property shall be of the type, standard and quality that prevail among brokers of superior knowledge and skill engaged in commercial real estate brokerage practice.
- e. Broker represents and warrants that all its agents performing this brokerage listing will be duly licensed under the appropriate real estate licensing acts. The agent(s) primarily responsible for performing services under this listing is (are) **Edward Del Beccaro, Managing Director license # 00642167, Colby Mikulich Senior Associate license # 01755707 and Sean Barter Associate license # 01920111**. Broker represents and warrants that it will furnish efficient business administration and superintendence and perform the Services in the best way and in the most expeditious and economical manner consistent with the interests of Owner.
- f. Without limiting the generality of the foregoing, Broker agrees to:
 - i. Prepare and present in writing to Owner a marketing program within the first thirty (30) days of this Agreement. Owner reserves the right to edit, alter, change, and otherwise modify the program as it deems appropriate.
 - ii. Advertise, as appropriate, in newspapers, trade journals, and other publications as both parties agree in writing, with all advertisements to be approved by Owner prior to commitment.
 - iii. Prepare and produce an Offering Memorandum, subject to Owner's approval, for presentation to prospective purchasers.
 - iv. Prepare and produce detailed data as required to support and/or supplement the Offering Memorandum, which data is to be furnished to prospective purchasers displaying interest in the Property; such data and any modification(s) thereof are to be approved by Owner prior to distribution.
 - v. Provide written reports to Owner no later than the end of each calendar month, and biweekly oral reports describing the Broker's efforts, progress, and strategies.
 - vi. Communicate all purchase offers to Owner, and respond thereto as instructed by Owner.

3. INDEPENDENT CONTRACTOR

Broker is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of Owner and Broker shall be deemed to constitute a partnership, joint venture, employer/employee or any other relationship between Owner and Broker except

as limited by the terms of this Agreement. Broker's authority is limited to performing the Services in accordance with the terms in this Agreement. Broker does not have any authority to execute any contracts for or on behalf of Owner.

4. TERM

This Agreement shall be in effect for a period of 365 days commencing with the execution date first set forth hereinabove; provided, however, that after the initial 90 days of the term, Owner or Broker shall have the right and option to cancel this Agreement, with or without cause, by giving written notice to the other party and any such cancellation shall be effective thirty (30) days after the date of delivery of such notice.

5. BROKER COMMISSION

- a. Except as provided below, Owner agrees to pay Broker a sales commission equal to six percent (6%) of the gross sales price of the Property. Said commission shall be earned if, during the term hereof (or thereafter as provided in paragraph 5(c) below), a Buyer is procured by Broker, Owner or anyone else, and the sale to such Buyer is subsequently consummated and closed. The provision for the commission to be paid when an outside cooperating broker is involved is detailed in paragraph 5b.
- b. After the expiration of the initial forty-five (45) days of the term hereof, Broker agrees to cooperate with other real estate brokers who are validly registered with, and recognized by, Broker as representing prospective buyers. If the sale of the Property is achieved through such a cooperating broker, Owner will pay a total commission of six percent (6%) of the gross sales price. Broker will compensate the cooperating broker from the commission paid by Owner, provided that in no event shall the Broker's net compensation (after payment to the cooperating broker) be less than three percent (3%). For the purposes of this paragraph, if any agent or broker licensed with Broker (or its affiliate), other than those named in paragraph 2(e) hereinabove, represents the Buyer, such agent or broker shall be deemed to be a cooperating broker. Broker agrees to indemnify, defend and hold Owner harmless from any and all claims and expenses, to the limit of the sales commission, for additional brokers' or finders' fees arising from Broker's dealings in connection with this Agreement.
- c. If within 270 days after the expiration or the earlier termination of this Agreement, all of or any part of the Property is sold, or Owner enters into a contract leading to the sale of all or any portion of the Property, Owner shall pay to Broker the commission specified above, provided (i) that Broker presented the Property to Buyer before the expiration or termination of the Agreement, (ii) that the Buyer was on a list of bona fide prospects furnished by Broker to Owner within ten (10) days following the expiration or earlier termination of the Agreement, and (iii) that the sale to such Buyer is actually consummated.
- d. If the Property is sold, the commission provided for hereinabove shall be paid at closing (i.e., upon delivery of all closing documents and the transfer of title from Owner to Buyer) either directly from Owner's proceeds of sale or from other funds provided by Owner at closing. Should any proposed transaction under contract fail to be consummated as provided hereinabove for any reason other than the willful refusal of the Owner to close, Broker shall not be entitled to any commission or other compensation whatsoever.
- e. If a sale takes place between the City of Clayton and George Chen for the three (3) parcels totaling 0.65 acres that make up the Creekside Terrace Development with parcel numbers 119-050-009, 119-050-008, 119-050-

034 in the City of Clayton, Contra Costa County, California, then no commission is due or payable to Transwestern.

6. DEFAULT AND REMEDIES

- a. A party's failure or refusal to perform or observe any obligation, covenant, or condition of this Agreement, which failure or refusal is not cured by such party within ten (10) days of its receipt of written notice from the other party detailing the existence and nature thereof, shall constitute an "Event of Default".
- b. Should an Event of Default occur, the non-defaulting party may, at its option, in addition to all other rights and remedies given under this Agreement or by law or in equity, terminate this Agreement immediately.
- c. No failure by a party to insist upon the strict performance of any obligation, covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy available upon a breach or any subsequent breach of such obligation, covenant, agreement, term, or condition, shall act as a waiver of any rights or remedies of such party under this Agreement. No obligation, covenant, agreement, term, or condition of this Agreement, and no breach of this Agreement shall be waived, altered, or modified, except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every obligation, covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach of this Agreement.

7. OWNER'S OBLIGATIONS

- a. Owner shall provide Broker with such material and information in its possession concerning the Property as is reasonably requested, including, without limitation, any environmental surveys, studies or reports.
- b. Owner shall promptly respond to any and all purchase offers presented to Owner by or through Brokers.
- c. Owner shall remain the sole Owner of the Property and shall not be or become a "foreign person", as defined in the Foreign Investment in Real Property Tax Act.
- d. Owner shall (i) refer promptly to Broker all inquiries and offers regarding the Property made directly to Owner by prospective purchasers or their cooperating brokers; (ii) identify in writing any proprietary information furnished to Broker's use only, which is not to be duplicated or shown to any other party; and (iii) permit inspection of the Property only by those accompanied by an authorized representative of the Broker.
- e. Owner shall disclose to all prospective purchasers of the Property the fact that Broker is the exclusive sales agent on the Property and as such shall have its name included in any sales contract. Owner shall deliver copies of any and all executed sales contracts to Broker.

8. INDEMNITY AND HOLD HARMLESS

- a. Broker agrees to indemnify, defend and hold harmless Owner from and against all demands, damages, expenses (including reasonable attorney's fees and costs), claims or causes of action brought or instituted by third parties against Owner (or its officers, members, partners, employees, agents or representatives) arising out of, caused by, or resulting from (i) the gross negligence, wrongful conduct or misrepresentation of Broker (and/or its agents, employees, or persons acting under Broker's control) in

performing the Services hereunder; or (ii) the acts of Broker which are in violation of, or beyond the lawful scope of, the Broker's authority under this Agreement.

- b. Owner agrees to indemnify, defend and hold harmless Broker from and against all demands, damages, expenses (including reasonable attorney's fees and costs), claims or causes of action brought or instituted by third parties against Broker (or its officers, employees, agents or representatives) arising out of, caused by, or resulting from (i) the proper and authorized acts and conduct of Broker (and/or its agents, employees, or persons acting under the Broker's controls) in performing the Services hereunder; or (ii) the gross negligence, wrongful conduct or misrepresentation of Owner (and/or its officers, members, partners, employees, agents and representatives).

9. NON-DISCLOSURE

Broker agrees that during the term of this Agreement and thereafter, it will not divulge to third parties without the consent of Owner (unless required by law) any non-public information obtained from or through Owner relating to the Property in connection with this Agreement.

10. NOTICE

Any notice in this Agreement provided or permitted to be given, made, or accepted by either party to the other, must be in writing and may be given or serviced by depositing the same in the United States mail, postpaid, registered or certified, return receipt requested, addressed to the party to be notified, or by delivering the same to an officer or agent of such party, or by delivering same by reputable overnight courier service, when appropriately addressed to the party to be notified. Notice deposited in the mail in the manner described in this Section 10 shall be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. Copies of all notices shall be faxed on the same day as they are mailed or sent out for delivery. For purposes of this Notice, the addresses of the parties, until changes are afterwards provided in writing, shall be as follows:

To Owner: City Hall
6000 Heritage Trail
Clayton, CA 94517
Attn: Gary A. Napper, City Manager
Fax: (925) 672-4917

To Broker: **Transwestern Property
Company West, Inc. d/b/a
Transwestern ("Broker")**
500 Ygnacio Valley Rd. Suite 100
Walnut Creek, CA 94596
Attn: Edward Del Beccaro, Managing Director
Fax: (925) 357-2001

11. NEGOTIATIONS

Broker shall have the right to negotiate the proposed terms and conditions of sale for the Property, provided Owner shall have the sole right to approve all such terms and conditions, it being specifically understood and agreed that Broker shall have no authority to bind Owner to proposed terms and conditions and that Owner reserves the sole right and option to accept or reject any proposed terms and conditions presented to Owner by Broker. Owner shall have no obligation to Broker for the commission provided for herein by reason of Owner's having rejected any proposed terms and conditions.

12. RECORDS AND AUDIT

Broker shall keep adequate files, books and records relating to performance of the Services under this Agreement, and all such books and records shall be available at reasonable times to Owner or its designated representatives during a period ending three (3) years following the date of expiration or earlier termination of this Agreement. Owner's representative shall have the right to copy all such files, books and records.

13. GOVERNING LAW

This Agreement, and its interpretation, construction and enforcement, shall be governed by the substantive laws of the state in which the Property is located.

14. OFAC REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Owner represents and warrants that (i) it is not, and none of its partners, members, managers, employees, officers, directors, representatives or agents is, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or under any other law, rule, order, or regulation that is enforced or administered by OFAC (such persons and entities each being a "Prohibited Person"); (ii) it is not acting directly or indirectly, for or on behalf of any Prohibited Person; (iii) it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any Prohibited Person; and (iv) it will not contract with or otherwise engage in any dealings or transactions or be otherwise associated with any Prohibited Person.

Owner hereby agrees to defend, indemnify, and hold harmless Broker from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

15. ENTIRE AGREEMENT; BINDING EFFECT

This Agreement shall constitute the entire agreement between Broker and Owner and no change, modification or amendment shall be effective until and unless made in writing and signed by the parties hereto. This Agreement shall be binding upon any successors or assigns of Broker or Owner. The persons executing this Agreement for Owner and Broker each respectively represent and warrant to the other party that they are duly authorized to do so on behalf of such party.

Signatures on next page.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, under seal, as of the date first set forth hereinabove.

_____ (“Owner”)

By: _____
Name: _____
Title: _____

**Edward Del Beccaro, Managing Director d/b/a
Transwestern (“Broker”)**

By: _____
Name: _____
Title: _____