



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, December 16, 2014

7:00 P.M.

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

Mayor: David T. Shuey
Vice Mayor: Howard Geller

Council Members

Jim Diaz
Keith Haydon
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 and on the City's Website at least 72 hours 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 ***

December 16, 2014

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

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

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) **Information Only** – No Action Necessary.

1. Notice of Clayton City Hall Holiday closures in December 2014. ([View Here](#))

2. Memo by Community Development Director regarding new state law (AB 1147, Massage Therapy Act) and local land use regulation of massage businesses. ([View Here](#))

3. Notification by the California Department of Housing and Community Development (HCD) the City of Clayton's state-required Housing Element for 2015-2023 is in full compliance (certified) with State housing element law. ([View Here](#))

(b) Approve the minutes of the regular meeting of December 2, 2014. ([View Here](#))

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

(d) Adopt a Resolution setting, adjusting and approving the salary range of the City Manager and authorizing the Mayor to execute a Second Amendment to the City Manager's Agreement to adjust compensation identical to recently-approved action for other City employees. ([View Here](#))

(e) Adopt a Resolution approving and authorizing the execution of a Second Amendment to the 2009 Agreement with the City of Concord for an additional 6 month time period through June 30, 2015 for its continued provision of police dispatch, detention and information technology services to and for the City of Clayton's Police Department. ([View Here](#))

(f) Adopt a Resolution approving the award of competitive contract to Miracle PlaySystems, Inc. in the amount of \$54,605.61 for removal and replacement of the resilient play surface of the tot lot at The Grove Park; and allocation of project monies from The Grove Park CFD Fund (No. 211). ([View Here](#))

4. **RECOGNITIONS AND PRESENTATIONS** – None.

5. REPORTS

- (a) Planning Commission – Commission Chairman Dan Richardson.
- (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) Consideration of the City's Annual Report concerning the City's levy, collection and disposition of development impact mitigation fees during FY 2013-2014, in compliance with *California Government Code* (AB 1600). ([View Here](#))
(Finance Manager)

Staff recommendation: Adopt the Resolution with the findings there is a reasonable relationship between the current needs for the development impact mitigation fees and the purposes for which the fees were originally levied and collected by the City.

- (b) Consideration of a request by the Clayton Historical Society for resumption of its bronze monument program at various selected historical sites in Clayton.
([View Here](#))
(Council Member Pierce)

Staff recommendation: Following presentation of the request and opportunity for public comment, the City Council by motion accept and approve the Clayton Historical Society's request to donate and install bronze monuments at local

historical sites in Clayton, subject to further Council review and approval of the specific details for each planned monument on City property prior to installation.

- (c) Accept the resignation of Keith Haydon as a member of the Planning Commission, and Council discussion on the disposition of filling the Planning Commission mid-term vacancy (expires 30 June 2015). ([View Here](#))
(Mayor Shuey)

Staff recommendation: Accept the resignation submitted by former Planning Commissioner Keith Haydon and direct staff on its desired procedure to fill the unexpired term of office.

- (d) Review and determination of City Council ad-hoc, committee, inter-governmental and regional board assignments for 2015. ([View Here](#))
(Mayor Shuey)

Staff recommendation: Following report by Mayor Shuey, approve by motion the proposed Council Member assignments for calendar year 2015.

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

- 10. **CLOSED SESSION** – None.

- 11. **ADJOURNMENT** – the next regularly scheduled City Council meeting is January 6, 2015.

#



PRESS RELEASE

For Immediate Release

Clayton City Hall Holiday Closures

Clayton City Hall and its Police Department Offices will be closed the following holidays:

Thursday, December 25th, 2014 (Christmas Day)
Thursday, January 1st, 2015 (New Year's Day)

Regular City Police services remain unaffected by these holiday closures; City Maintenance crews are on standby in the event of City-determined emergencies.

Further, please note Clayton City Hall Offices (3rd Floor) will also be closed on:

Wednesday, December 24th (Christmas Eve)
Friday, December 26th (Day after Christmas)
Wednesday, December 31st (New Year's Eve)

Police Department Administrative Offices (Police Station) and City Maintenance Department will be open during these additional City Hall closures (9:00 a.m. to 5:00 p.m., and 7:00 a.m. to 3:00 p.m., respectively).





Agenda Date: 12-16-2014

Agenda Item: 3(a) 2.

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

MEMORANDUM

DATE: December 10, 2014
TO: Honorable Mayor and City Council
FROM: Charlie Mullen, Community Development Director *CM*
SUBJECT: Summary Analysis of AB 1147 the Massage Therapy Act

Summary

The Community Development Director was requested by the City Manager to provide a summary analysis of State Assembly Bill 1147 (enacted September 18, 2014), referred to as the "Massage Therapy Act," and determine if any action is necessary or warranted on behalf of the City of Clayton. In summary, no action is required by the City as the law recognizes local land use controls and City Business License regulations over massage establishments. However, the City Council may wish to consider requiring all massage therapists and practitioners within the City to obtain certifications from the California Massage Therapy Council.

State Law

In 2008, the State Legislature passed SB 731, creating the California Massage Therapy Council in an effort to provide voluntary certification for massage practitioners and massage therapists. The immediate effect of SB 731 resulted in the discontinuation of the practice of local permits for massage therapist, which was common among many larger cities in California (that had budget and staffing resources to oversee such permits). The result was a proliferation of both regulated and unregulated massage parlor establishments, and a significant increase in complaints specific to prostitution-related activities associated with massage parlors. Fortunately, the City of Clayton has not experienced those statewide problems with massage parlors or massage businesses.

However, AB 1147 was introduced to fix the unintended consequences of SB 731. The League of California Cities wrote, "it is clear now that the law is not working and needs to be changed."

Effective, January 1, 2015, all massage practitioners and massage therapists in the state may continue to obtain a voluntary statewide certification from the California Massage Therapy Council. The massage certifications will only be issued after individuals take and obtain professional training by accredited facilities and successfully pass a background investigation. The massage certifications require renewal every two (2) years.

AB 1147 also allows local land use control in the form of Conditional Use Permits and annual City Business Licensing. The bill also allows (but does not require) cities and counties to voluntarily adopt reasonable health and safety requirements pertaining to massage establishments and businesses, as specified by the bill. These additional requirements will most likely only be considered by the larger cities and counties that have large numbers of massage establishments and wish to conduct a high level of oversight and inspection of their massage businesses, in an effort to curb illicit activities. Naturally, this additional local level oversight also requires use of local staffing and budgetary resources.

Local Review

The City will continue to maintain its local land use control and review of establishments providing massage, under authority of Chapter 17.60 Use Permits of the Clayton Municipal Code. Medical offices or clinics that provide massage treatment ancillary to their primary medical business operation will continue to be exempt from the Use Permit requirement.

The City will also continue to require an annual Business License of any business establishment providing massage.

According to our Use Permit records and active Business License records the City currently has two (2) massage establishment businesses operating in Clayton: Bella Mia Spa and Clayton Mind & Body Connection.

Conclusion

No mandatory action on behalf of the City is required in response to AB 1147. Given the minimal existence of current practices and commercial space for such operations coupled with limited budgetary resources, staff does not recommend the City engage in further local regulation of this industry beyond current municipal and state statutes.

However, the City Council may wish to consider requiring all massage therapists within the City to be state certified. This would ensure therapists undergo background checks and meet minimum education requirements. Should the City Council desire mandatory state certification, staff anticipates that Ordinance amendments to our Business License and Zoning Chapters of the Clayton Municipal Code would be necessary.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

EDMUND G. GILBERT, Governor

Agenda Item 3(a)



December 11, 2014

Mr. Gary A. Napper, City Manager
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Mr. Napper:

RE: Clayton's 5th cycle (2015-2023) Adopted Housing Element

Thank you for submitting Clayton's housing element adopted November 18, 2014 which was received for review on December 1, 2014. Pursuant to Government Code (GC) Section 65585(h), the Department is reporting the results of its review.

The Department is pleased to find the adopted housing element in full compliance with State housing element law (GC, Article 10.6). The adopted element was found to be substantially the same as the revised draft element the Department's July 31, 2014 review determined met statutory requirements.

Please note the City of Clayton now meets specific requirements for several State funding programs designed to reward local governments for compliance with State housing element law. For example, the Housing Related Parks (HRP) Program which rewards local governments for approving housing affordable to lower-income households. The HRP Program, funded by Proposition 1C, provides grant funds to eligible local governments for every qualifying unit permitted since 2010. The HRP Program 2014 Notice of Funding Availability (NOFA), released December 10, 2014, announced the availability of approximately \$35 million in grant funds to eligible applicants. Applications are due **February 5, 2015**. Further information about the HRP Program is available on the Department's website at <http://www.hcd.ca.gov/hpd/hrpp/>.

The Department appreciates the assistance and hard work Mr. Charlie Mullen, Community Development Director, and Ms. Jennifer Gastelum, Ms. Kim Obstfeld and Ms. Courtney Wood, all from PMC, provided throughout the course of the housing element review. The Department wishes Clayton success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to GC Section 65400. If the Department can provide assistance in implementing the housing element, please contact Robin Huntley, of our staff, at (916) 263-7422.

Sincerely,

A handwritten signature in cursive script that reads "Glen A. Campora".

Glen A. Campora
Assistant Deputy Director

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

Agenda Date: 12-16-2011

Agenda Item: 3b

TUESDAY, December 2, 2014

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Stratford in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Stratford, Vice Mayor Shuey and Councilmembers Diaz, Geller and Pierce. Councilmembers absent: None. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, and City Clerk Janet Brown.

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

3. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Councilmember Pierce, to approve the Consent Calendar as submitted. (Passed; 5-0 vote).

 - (a) Information Only – No Action.
 1. Notice of Public Hearing on Wednesday, January 7, 2015 by the Contra Costa Water District Board (CCWD) for its consideration of a treated water rate revenue increase of up to 3.5%.
 2. Notification by Republic Services (aka Allied Waste Services) that residential and commercial solid waste collection and disposal services rates in Clayton will increase by 2.9% (90% of the annual October-October 3.2% Consumer Price Index change, per the City's Franchise Agreement), effective January 1, 2015.
 - (b) Approved the minutes of the regular meeting of November 18, 2014.
 - (c) Approved Financial Demands and Obligations of the City.
 - (d) Adopted a Resolution No. 43-2014 certifying the results of canvass of returns in the November 2014 General Municipal Election declaring David T. Shuey and Keith Haydon elected to 4-year terms of office on the City Council of the City of Clayton, California, and declaring the local electorate's 2/3rds affirmative passage of Clayton Ballot Measure "P" - Downtown "The Grove" Park. (CFD 2006-1, Operation and Maintenance).

4. **RECOGNITIONS AND PRESENTATIONS** – None.

5. REMARKS BY OUTGOING CITY COUNCIL MEMBER

Mayor Hank Stratford acknowledged his last 8 years of service on the Clayton City Council as a great experience and thanked Councilmembers and City Staff.

Councilmember Pierce added her appreciation of working with Mayor Stratford for the last 8 years on the Clayton City Council and acknowledged his calm decision making skills and service as an honorable elected official.

Councilmember Diaz also thanked Mayor Stratford for the last 8 years of service on the Clayton City Council and the legacy he initiated with the "Do The Right Thing" certificate program acknowledging elementary, middle and high school students on various character traits.

Councilmember Geller provided some history of interactions with Mayor Stratford as a childhood neighbor and voiced the great respect he has for him.

Vice Mayor Shuey also provided history of knowing Mayor Stratford back to Clayton Valley High School Leadership classes. He also acknowledged Mayor Stratford's calm rational approach back in high school and with the Clayton City Council, and considers him a lifelong friend.

City Manager Gary Napper thanked Mayor Stratford for his leadership and skills, including with the budget sub-committee. He also complimented Mayor Stratford on exemplifying the "Do The Right Thing" character traits.

Former Mayor Hank Stratford then stepped down from the Council dais.

6. OATHS OF OFFICE BY NEWLY-ELECTED CITY COUNCIL MEMBERS

The Oaths of Office by the November 2014 elected Councilmembers David Shuey and Keith Haydon were given as administered by the City Clerk. The new Councilmembers took their seats at the Council dais and were provided Certificates of Election.

7. ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL

(a) Election of Mayor by the City Council.

Vice Mayor Shuey opened nominations. Councilmember Geller nominated David Shuey for the office of Mayor. Councilmember Pierce seconded the nomination. There were no other nominations and Vice Mayor Shuey closed the nominations. **On call by Vice Mayor Shuey, the election of David Shuey as Mayor passed by acclamation (Passed; 5-0 vote).**

(b) Election of Vice Mayor by the City Council.

Mayor Shuey opened nominations for Vice Mayor. Councilmember Pierce nominated Howard Geller for the position of Vice Mayor. Councilmember Haydon seconded the nomination. There were no other nominations and Mayor Shuey closed the nominations. **On call by Mayor Shuey, the election of Howard Geller as Vice Mayor passed by acclamation (Passed; 5-0 vote).**

(c) **Recognitions and comments by Mayor and Council Members.**

Mayor Shuey thanked his family and supporters. He is looking forward to working with newly elected Keith Haydon and the likely seamless transition due to Council Member Haydon's previous experience serving the City as a Planning Commissioner and activity with CBCA. Mayor Shuey thanked Hank Stratford and presented him with an engraved clock for his service as Mayor in 2014.

Hank Stratford stated it was a pleasure to serve as Mayor for 2014. He stated he enjoyed his time as Mayor working with City staff, the Charter High School, and getting to know the Councilmembers of other cities. He thanked his fellow Councilmembers for their support.

Laura Case, on behalf of County Supervisor Mitchoff, thanked Hank Stratford for his leadership in the City of Clayton and Contra Costa County during his term with the Clayton City Council.

Don Turner, on behalf of Assemblywoman Bonilla, thanked Hank Stratford for his service on the Clayton City Council over the last 8 years and presented Mr. Stratford with a certificate. Mr. Turner congratulated Mayor Shuey and Councilmember Haydon on their elections.

Councilmember Haydon thanked his wife Cindy and the citizens of Clayton for allowing him to serve. He stated his experience serving on the Planning Commission prepared him for his new role of City Councilmember and is hoping for increased development during his term.

8. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff

The City Manager congratulated Mayor Shuey and Councilmember Haydon on their election.

He noted even with the recent heavy rain there has been no reported damage to City property. Mr. Napper also advised the re-opening of Fire Station 11 has been delayed until early January 2105 due to recent department attrition and retirements in the Contra Costa County Fire Protection District.

- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Vice Mayor Geller attended the Mayors' Conference and the League of California Cities East Bay meetings.

Councilmember Haydon noted he submitted a letter of resignation from the Planning Commission, and he also met with City Manager Gary Napper to cover some of his new responsibilities as a City Councilmember.

Councilmember Diaz attended the Clayton Business and Community Association meeting, and participated in the community wide downtown decorating in preparation for its annual Tree Lighting event. He also received a personalized tour of the Clayton Police Department's new SUV patrol vehicle and noted he was very impressed with it.

Councilmember Pierce attended the Contra Costa Transportation Authority meeting.

Mayor Shuey attended a meeting at Clayton Valley Charter High School and the Clayton Business and Community Association meetings. He also welcomed City Attorney Mala Subramanian back from maternity leave.

(e) Other

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

ConFire Battalion Chief Keith Cormier provided an update that the re-opening date of Fire Station 11 is January 17, 2015. The current fire academy is set to graduate on January 15, 2015. He also welcomed the new City Council and looks forward to working with them in the future.

Councilmember Diaz thanked Battalion Chief Cormier for the update and is looking forward to the re-opening of Station 11.

Vice Mayor Geller asked if the Emergency Medical Services (EMS) unit will still operate at current levels and locations when Fire Station 11 re-opens? Battalion Chief Cormier advised that both American Medical Response (AMR) and Emergency Medical Services (EMS) will maintain current schedules but they are separate from the ConFire Fire Station.

10. **PUBLIC HEARINGS** - None.

11. **ACTION ITEMS** – None.

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

13. **CLOSED SESSION** - None.

14. **ADJOURNMENT**— on call by Mayor Shuey, the City Council meeting adjourned at 7:26 p.m.

The next regularly scheduled City Council meeting is December 16, 2014.

#

Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

David T. Shuey, Mayor

#



Agenda Date 12/16/2014

Agenda Item: 3c

Approved:

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: Kevin Mizuno, FINANCE MANAGER
DATE: 12/16/2014
SUBJECT: FINANCIAL OBLIGATIONS

RECOMMENDATION:

Approve the following Invoices:

12/12/14	Obligations, Cash Requirements	\$ 144,830.50
11/25/14	ADP Payroll PPE 11/23/14	\$ 81,471.03
12/09/14	ADP Payroll PPE 12/07/14	\$ 81,117.55
11/24/14	US Bank CalCard Statement Dated 11/24/14	\$ 16,846.22
	Total	\$ 324,265.30

144,830.5 +
81,471.03 +
81,117.55 +
16,846.22 +
004
324,265.3 *

Attachments:

Cash Requirements Report dated 12/12/2014 (5 pages)
ADP Report Week 22, PPE 11/23/14 (1 page)
ADP Report Week 24, PPE 12/07/14 (1 page)
CalCard Bill, Stmt. Date 11/24/14 (1 page)

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
Maria Alexander								
Maria Alexander	12/16/2014	12/12/2014	12/5/14	Deposit refund for EH 12/5/14	\$500.00	\$0.00		\$500.00
				<i>Totals for Maria Alexander:</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>
All City Management Services, Inc.								
All City Management Services, Inc.	12/16/2014	12/10/2014	37043	school crossing guard services 10/26/14-11/8/14	\$509.10	\$0.00		\$509.10
All City Management Services, Inc.	12/16/2014	12/10/2014	37189	school crossing guard services 11/9/14-11/22/14	\$458.19	\$0.00		\$458.19
				<i>Totals for All City Management Services, Inc.:</i>	<u>\$967.29</u>	<u>\$0.00</u>		<u>\$967.29</u>
Alpha Omega								
Alpha Omega	12/16/2014	12/8/2014	09386B	Deposit refund for Hoyer Hall 6/6/13	\$200.00	\$0.00		\$200.00
				<i>Totals for Alpha Omega:</i>	<u>\$200.00</u>	<u>\$0.00</u>		<u>\$200.00</u>
AT&T/ CalNet 2								
AT&T/ CalNet 2	12/16/2014	12/12/2014	5971600	service 10/22/14-11/21/14	\$1,636.90	\$0.00		\$1,636.90
				<i>Totals for AT&T/ CalNet 2:</i>	<u>\$1,636.90</u>	<u>\$0.00</u>		<u>\$1,636.90</u>
Bay Area News Group East Bay (CCT)								
Bay Area News Group East Bay (CCT)	12/16/2014	12/12/2014	0000828705	legal advertising November 2014	\$444.22	\$0.00		\$444.22
				<i>Totals for Bay Area News Group East Bay (CCT):</i>	<u>\$444.22</u>	<u>\$0.00</u>		<u>\$444.22</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	12/16/2014	12/12/2014	739239	general retainer November 2014	\$8,000.00	\$0.00		\$8,000.00
Best Best & Kreiger LLP	12/16/2014	12/12/2014	739244	Transpac JPA for November 2014	\$20,831.88	\$0.00		\$20,831.88
				<i>Totals for Best Best & Kreiger LLP:</i>	<u>\$28,831.88</u>	<u>\$0.00</u>		<u>\$28,831.88</u>
CalPERS Retirement								
CalPERS Retirement	12/16/2014	12/10/2014	PPE 12/7/14	Retirement PPE 12/7/14	\$20,897.38	\$0.00		\$20,897.38
				<i>Totals for CalPERS Retirement:</i>	<u>\$20,897.38</u>	<u>\$0.00</u>		<u>\$20,897.38</u>
Cintas Fire Protection								
Cintas Fire Protection	12/16/2014	12/12/2014	OF44604657	service visit 2743844	\$675.81	\$0.00		\$675.81
Cintas Fire Protection	12/16/2014	12/12/2014	OF44604658	service visit 2743843	\$647.93	\$0.00		\$647.93
Cintas Fire Protection	12/16/2014	12/12/2014	OF44604659	service visit 2743845	\$199.54	\$0.00		\$199.54
				<i>Totals for Cintas Fire Protection:</i>	<u>\$1,523.28</u>	<u>\$0.00</u>		<u>\$1,523.28</u>
City of Concord								
City of Concord	12/16/2014	12/12/2014	42793	dispatch services for December 2014	\$14,165.00	\$0.00		\$14,165.00
				<i>Totals for City of Concord:</i>	<u>\$14,165.00</u>	<u>\$0.00</u>		<u>\$14,165.00</u>
City of Pleasant Hill								
City of Pleasant Hill	12/16/2014	12/10/2014	900006629	FY 14/15 Transpac Contribution	\$21,438.00	\$0.00		\$21,438.00
				<i>Totals for City of Pleasant Hill:</i>	<u>\$21,438.00</u>	<u>\$0.00</u>		<u>\$21,438.00</u>
Clean Street								
Clean Street	12/16/2014	12/8/2014	76498	Monthly sweep fee for November 2014	\$3,500.00	\$0.00		\$3,500.00

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
Geoconsultants, Inc.	12/16/2014	12/8/2014	18706	Well Monitoring November 2014	\$1,546.50	\$0.00		\$1,546.50
				<i>Totals for Geoconsultants, Inc.:</i>	<i>\$1,546.50</i>	<i>\$0.00</i>		<i>\$1,546.50</i>
GFWC Clayton Valley Woman's Club								
GFWC Clayton Valley Woman's Club	12/16/2014	12/8/2014	26459	deposit refund for 11/21,22,23/14	\$65.00	\$0.00		\$65.00
				<i>Totals for GFWC Clayton Valley Woman's Club:</i>	<i>\$65.00</i>	<i>\$0.00</i>		<i>\$65.00</i>
Globalstar LLC								
Globalstar LLC	12/16/2014	12/10/2014	1000000006073913	service 10/16/14-11/15/14	\$54.28	\$0.00		\$54.28
				<i>Totals for Globalstar LLC:</i>	<i>\$54.28</i>	<i>\$0.00</i>		<i>\$54.28</i>
Hammons Supply Company								
Hammons Supply Company	12/16/2014	12/12/2014	86517	Library supplies	\$139.65	\$0.00		\$139.65
Hammons Supply Company	12/16/2014	12/12/2014	86516	Grove Park supplies	\$102.23	\$0.00		\$102.23
Hammons Supply Company	12/16/2014	12/12/2014	86518	CCP supplies	\$316.04	\$0.00		\$316.04
Hammons Supply Company	12/16/2014	12/12/2014	86519	City Hall supplies	\$575.52	\$0.00		\$575.52
				<i>Totals for Hammons Supply Company:</i>	<i>\$1,133.44</i>	<i>\$0.00</i>		<i>\$1,133.44</i>
Keith Haydon								
Keith Haydon	12/16/2014	12/8/2014	Election 2014	Candidate statement refund	\$30.89	\$0.00		\$30.89
				<i>Totals for Keith Haydon:</i>	<i>\$30.89</i>	<i>\$0.00</i>		<i>\$30.89</i>
Health Care Dental Trust								
Health Care Dental Trust	12/16/2014	12/10/2014	184984	Dental Benefits for January 2015	\$3,373.86	\$0.00		\$3,373.86
				<i>Totals for Health Care Dental Trust:</i>	<i>\$3,373.86</i>	<i>\$0.00</i>		<i>\$3,373.86</i>
HUB Inter of CA Ins Svc								
HUB Inter of CA Ins Svc	12/16/2014	12/8/2014	November	Insurance policies for November 2014	\$199.32	\$0.00		\$199.32
				<i>Totals for HUB Inter of CA Ins Svc:</i>	<i>\$199.32</i>	<i>\$0.00</i>		<i>\$199.32</i>
J & R Floor Services								
J & R Floor Services	12/16/2014	12/8/2014	eleven	November billing	\$4,889.12	\$0.00		\$4,889.12
				<i>Totals for J & R Floor Services:</i>	<i>\$4,889.12</i>	<i>\$0.00</i>		<i>\$4,889.12</i>
LarryLogic Productions								
LarryLogic Productions	12/16/2014	12/8/2014	1466	city council meeting 12/2/14	\$275.00	\$0.00		\$275.00
				<i>Totals for LarryLogic Productions:</i>	<i>\$275.00</i>	<i>\$0.00</i>		<i>\$275.00</i>
Marken Mechanical Services Inc								
Marken Mechanical Services Inc	12/16/2014	12/12/2014	414-1152-12	Library Maintenance for December 2014	\$150.00	\$0.00		\$150.00
Marken Mechanical Services Inc	12/16/2014	12/12/2014	414-1151-12	City Hall Maintenance for December 2014	\$150.00	\$0.00		\$150.00
				<i>Totals for Marken Mechanical Services Inc:</i>	<i>\$300.00</i>	<i>\$0.00</i>		<i>\$300.00</i>
MPA								
MPA	12/16/2014	12/8/2014	ES-1403A	supplemental vehicle damage policy premium	\$104.13	\$0.00		\$104.13
				<i>Totals for MPA:</i>	<i>\$104.13</i>	<i>\$0.00</i>		<i>\$104.13</i>

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
Neopost Northwest								
Neopost Northwest	12/16/2014	12/12/2014	N5045619	lease for 1/7/15-2/6/15	\$158.20	\$0.00		\$158.20
				<i>Totals for Neopost Northwest:</i>	<i>\$158.20</i>	<i>\$0.00</i>		<i>\$158.20</i>
Northern California's Emergency Vehicle Installations								
Northern California's Emergency Vehicl	12/16/2014	12/10/2014	#1732	data 911 extension	\$758.09	\$0.00		\$758.09
Northern California's Emergency Vehicl	12/16/2014	12/10/2014	2015 Explorer	Build for new police vehicle	\$9,962.86	\$0.00		\$9,962.86
				<i>Totals for Northern California's Emergency Vehicle Installations:</i>	<i>\$10,720.95</i>	<i>\$0.00</i>		<i>\$10,720.95</i>
Paramount Elevator Corp.								
Paramount Elevator Corp.	12/16/2014	12/12/2014	207601	December Maintenance	\$220.00	\$0.00		\$220.00
				<i>Totals for Paramount Elevator Corp.:</i>	<i>\$220.00</i>	<i>\$0.00</i>		<i>\$220.00</i>
ParcelQuest								
ParcelQuest	12/16/2014	12/8/2014	3223-4-2015	55660 - CCC - Data & Map Disc	\$534.60	\$0.00		\$534.60
				<i>Totals for ParcelQuest:</i>	<i>\$534.60</i>	<i>\$0.00</i>		<i>\$534.60</i>
PERMCO, Inc.								
PERMCO, Inc.	12/16/2014	12/10/2014	10290	general services 11/22/14-12/5/14	\$1,782.00	\$0.00		\$1,782.00
PERMCO, Inc.	12/16/2014	12/10/2014	10292	SSMP Update sewer base maps	\$327.50	\$0.00		\$327.50
				<i>Totals for PERMCO, Inc.:</i>	<i>\$2,109.50</i>	<i>\$0.00</i>		<i>\$2,109.50</i>
PG&E								
PG&E	12/16/2014	12/8/2014	11/21/14	service to 11/20/14	\$22.44	\$0.00		\$22.44
				<i>Totals for PG&E:</i>	<i>\$22.44</i>	<i>\$0.00</i>		<i>\$22.44</i>
Pinnacle Construction Services, Inc								
Pinnacle Construction Services, Inc	12/16/2014	12/8/2014	2041	services for December 2014	\$4,152.00	\$0.00		\$4,152.00
Pinnacle Construction Services, Inc	12/16/2014	12/8/2014	2040	services for November 2014	\$4,152.00	\$0.00		\$4,152.00
				<i>Totals for Pinnacle Construction Services, Inc:</i>	<i>\$8,304.00</i>	<i>\$0.00</i>		<i>\$8,304.00</i>
PMC Investigative Services								
PMC Investigative Services	12/16/2014	12/10/2014	14-010.02	Investigation - Eekhof Complaint	\$3,156.25	\$0.00		\$3,156.25
				<i>Totals for PMC Investigative Services:</i>	<i>\$3,156.25</i>	<i>\$0.00</i>		<i>\$3,156.25</i>
Riso Products of Sacramento								
Riso Products of Sacramento	12/16/2014	12/10/2014	134162	contract 11/18/14-12/17/14	\$94.86	\$0.00		\$94.86
				<i>Totals for Riso Products of Sacramento:</i>	<i>\$94.86</i>	<i>\$0.00</i>		<i>\$94.86</i>
Rock & Waterfall Co								
Rock & Waterfall Co	12/16/2014	12/12/2014	120-12	waterfall maintenance	\$650.00	\$0.00		\$650.00
				<i>Totals for Rock & Waterfall Co:</i>	<i>\$650.00</i>	<i>\$0.00</i>		<i>\$650.00</i>
David Shuey								
David Shuey	12/16/2014	12/8/2014	Election 2014	candidate statement refund	\$30.89	\$0.00		\$30.89
				<i>Totals for David Shuey:</i>	<i>\$30.89</i>	<i>\$0.00</i>		<i>\$30.89</i>

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
Alyse Smith								
Alyse Smith	12/16/2014	12/8/2014	Election 2014	candidate statement refund	\$30.89	\$0.00		\$30.89
				<i>Totals for Alyse Smith:</i>	<u>\$30.89</u>	<u>\$0.00</u>		<u>\$30.89</u>
Sprint Comm (PD)								
Sprint Comm (PD)	12/16/2014	12/10/2014	703335311-156	service 10/26/14-11/25/14	\$262.05	\$0.00		\$262.05
				<i>Totals for Sprint Comm (PD):</i>	<u>\$262.05</u>	<u>\$0.00</u>		<u>\$262.05</u>
Sprint Comm (PW & ADM)								
Sprint Comm (PW & ADM)	12/16/2014	12/12/2014	531409315-151	service 10/26/14-11/25/14	\$273.12	\$0.00		\$273.12
				<i>Totals for Sprint Comm (PW & ADM):</i>	<u>\$273.12</u>	<u>\$0.00</u>		<u>\$273.12</u>
Staples Advantage								
Staples Advantage	12/16/2014	12/10/2014	8032337826	Supplies for November 2014	\$121.46	\$0.00		\$121.46
				<i>Totals for Staples Advantage:</i>	<u>\$121.46</u>	<u>\$0.00</u>		<u>\$121.46</u>
US Bank (CM 9690)								
US Bank (CM 9690)	12/16/2014	12/8/2014	3832092	CCFD 1990 1 refunding 1997	\$715.00	\$0.00		\$715.00
				<i>Totals for US Bank (CM 9690):</i>	<u>\$715.00</u>	<u>\$0.00</u>		<u>\$715.00</u>
Watch Guard								
Watch Guard	12/16/2014	12/10/2014	ACCINV0002735	wireless microphone leather holster	\$97.65	\$0.00		\$97.65
				<i>Totals for Watch Guard:</i>	<u>\$97.65</u>	<u>\$0.00</u>		<u>\$97.65</u>
Western Exterminator								
Western Exterminator	12/16/2014	12/12/2014	2798013	November 2014	\$370.00	\$0.00		\$370.00
				<i>Totals for Western Exterminator:</i>	<u>\$370.00</u>	<u>\$0.00</u>		<u>\$370.00</u>
GRAND TOTALS:					\$144,830.50	\$0.00		\$144,830.50

Earnings Statement

0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000034 Tot Docs in all:00000000037
First No. Last No. Total
Checks: ADPCHECK ADPCHECK 00000000007
Vouchers: 00000480001 00000480027 00000000027

PPE 11/23/14

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

CHECK STUFFING, RECONCILIATION

81471.03 GROSS
59494.81 NET PAY (INCLUDING ALL DEPOSITS)
9720.35 FEDERAL TAX
209.49 SOCIAL SECURITY
1134.18 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
3148.75 STATE TAX
.00 LOCAL TAX
64498.76 DEDUCTIONS
2759.50 NET CHECK

COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
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NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

PPE 12/7/14

CHECK STUFFING, RECONCILIATION

COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

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NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

P.O. BOX 6343
FARGO ND 58125-6343



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CITY OF CLAYTON
JENNIFER GIANTVALLEY
6000 HERITAGE TRAIL
CLAYTON CA 94517-1249

ACCOUNT NUMBER 4246 0445 5565 0674
STATEMENT DATE 11-24-2014
AMOUNT DUE \$31,013.32
NEW BALANCE \$31,013.32
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED
\$ 16,846.22
Please make check payable to "U.S. Bank"

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

4246044555650674 003101332 003101332

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
CITY OF CLAYTON 4246 0445 5565 0674	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$14,167.10	\$17,019.67	\$0.00	\$0.00	\$0.00	\$173.45	\$0.00	\$31,013.32

NEW ACTIVITY

GARY NAPPER
4246-0400-1392-6706

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$187.99	\$0.00	\$187.99

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-14	11-13	24765794317702016726640	SUCCESSORIES 630-820-7200 FL	187.99

ED BRYCE
4246-0400-1392-6748

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$513.82	\$0.00	\$513.82

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-23	10-21	24427334295120002331146	F & T VALERO CONCORD CONCORD CA	91.59
10-27	10-24	24316054298548633051409	SHELL OIL 57444673503 CONCORD CA	98.24
10-30	10-28	24427334302120002346491	F & T VALERO CONCORD CONCORD CA	44.64
10-30	10-28	24427334302120002346509	F & T VALERO CONCORD CONCORD CA	100.00
11-03	10-30	24316054304548582036387	SHELL OIL 57444673503 CONCORD CA	80.35
11-21	11-19	24316054324548553043426	SHELL OIL 57444673503 CONCORD CA	99.00

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0445-5565-0674		ACCOUNT SUMMARY	
	STATEMENT DATE 11/24/14		PREVIOUS BALANCE	14,167.10
			PURCHASES & OTHER CHARGES	17,019.67
			CASH ADVANCES	.00
SEND BILLING INQUIRIES TO: U.S. Bank National Association C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE 31,013.32		CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	173.45
			PAYMENTS	.00
			ACCOUNT BALANCE	31,013.32



Agenda Date: 12-16-2014

Agenda Item: 3d

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

DATE: December 16, 2014

SUBJECT: RESOLUTION SETTING, ADJUSTING AND APPROVING CITY MANAGER'S SALARY RANGE AND AUTHORIZING MAYOR TO EXECUTE A SECOND AMENDMENT TO THE CITY MANAGER'S AGREEMENT TO ADJUST COMPENSATION

RECOMMENDATION

Consider adoption of Resolution setting, adjusting and approving the City Manager's salary range and authorizing the Mayor to execute a Second Amendment to the City Manager's agreement to adjust compensation.

BACKGROUND

The City Council directed the City Attorney to prepare a resolution setting, adjusting and approving the City Manager's salary range and authorizing the Mayor to execute a Second Amendment to the City Manager's agreement to adjust compensation identical to that recently provided to other employees of the City. That resolution and Second Amendment to the City Manager's agreement for compensation are attached here for your consideration.

CITY RESOLUTION NO. - 2014

**A RESOLUTION SETTING, ADJUSTING AND APPROVING THE CITY MANAGER'S
SALARY RANGE AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND
AMENDMENT TO THE CITY MANAGER'S AGREEMENT TO ADJUST
COMPENSATION**

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

WHEREAS, since November 1, 2014, the City Council and City Manager have been actively discussing and negotiating regarding the City Manager's salary and compensation; and

WHEREAS, in light of the City Manager's work performance during the last year, the City Council wishes to adjust the City Manager's current salary range and amend the City Manager's agreement to increase the City Manager's salary and remove the final two voluntarily-imposed furlough days consistent with treatment of other City staff; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby find, determine and approve as follows:

Section 1. That the above Recitals are true and correct facts pertaining to an important matter of public policy to the City.

Section 2. The City Manager's salary range effective July 1, 2014 through October 28, 2014 is \$151,049.60 to \$191,692.80 and effective October 29, 2014 it is \$153,315.34 to \$194,568.19.

Section 3. The Mayor is hereby authorized and directed to execute the Second Amendment to City Manager Employment Contract ("Second Amendment") with Gary A. Napper for and on behalf of the City, a true and correct copy of the Second Amendment being attached hereto as Attachment 1.

Section 4. This Resolution shall and does take immediate effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California at a duly-noticed public meeting thereof held on the 16th day of December 2014 by the following recorded vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT CONTRACT

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment") is entered into this 16th day of December, 2014, by and between the City of Clayton, Contra Costa County, State of California, a municipal corporation (hereinafter "Employer" or "City"), and Gary A. Napper (hereinafter "Employee"), both of who understand the follows:

WHEREAS, the parties have heretofore entered into that certain Employment Agreement, dated October 16, 2001 (the "Agreement"); and

WHEREAS, on December 17, 2013, the parties amended the Agreement to increase the City Manager's salary, remove furlough days in accordance with treatment of other City staff and provide for a pay for performance bonus program (the "First Amendment"); and

WHEREAS, since November 2014, the Council and Employee have been actively discussing and negotiating regarding Employee's salary and compensation.

WHEREAS, in light of the City Manager's performance during the last year, the City Council wishes to amend the Agreement in order to increase the City Manager's salary and remove his voluntarily-imposed final two furlough days in accordance with treatment of other City staff; and

NOW, THEREFORE, in consideration of the terms, covenants and promises contained herein, the above-named parties hereby mutually agree and promise as follows:

1. Amendment of Salary. Section 6 of the Agreement is hereby amended to include a new second paragraph as follows:

"Effective July 1, 2014 through October 28, 2014, City agrees to remove the final two voluntarily-imposed furlough days and pay Employee for his services an annual base salary of \$ 191,692.80. Effective October 29, 2014, City agrees to pay Employee for his services an annual base salary of \$194,568.19. City shall pay Employee said base salary in installments at the same time as other employees of the City are paid."

2. Effect on Agreement. Except as amended by this Second Amendment, all other provisions of the Agreement and First Amendment remain in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the First Amendment and Second Amendment.

CITY OF CLAYTON

EMPLOYEE

By: _____
David T. Shuey, Mayor

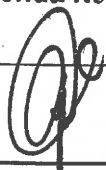
By: _____
Gary A. Napper

Attest: _____
Janet Brown
City Clerk

Approved as to Form:

Malathy Subramanian
City Attorney

#

Approved: 

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  CHRIS THORSEN-CHIEF OF POLICE

DATE: December 5, 2014

SUBJECT: Contract Extension for Police Dispatch Services, Detention and Information Technology Services with the City of Concord

RECOMMENDATION ACTION

By consent calendar minute motion, adopt the attached resolution approving a second contract amendment for police dispatch and information technology services with the City of Concord through June 30, 2015.

BACKGROUND

The Clayton Police Department contracts with the City of Concord for dispatch services, detention services and technology support. The current base contract has been in place since August of 2009. That original contract expired in June of 2014. At that time, all parties agreed to an extension of the contract with a modest CPI increase (2.4%) through December 31st, 2014. Staff from both cities are working on terms and language for the new contract. Staff recommends a second six (6) month extension to the existing contract to allow the City Managers of the respective organizations time to negotiate final terms for a new long term agreement.

DISCUSSION

The Clayton Police Department receives dispatch services, detention services and technical support through a contractual agreement with the City of Concord. Emergency 911 calls are answered by dispatchers at the City of Concord. Concord Dispatchers enter calls, dispatch our units in the field, and enter/remove stolen vehicles on behalf of the Clayton Police Department. Statistical data is captured and analysis is completed for Clayton using the Concord Police Computer Aided Dispatch (CAD) system.

Subjects arrested by Clayton PD officers are booked at the Concord city jail. They are either cite released from that facility or transported to County Jail in Martinez by City of Concord staff. This alleviates the need for a booking facility in Clayton and saves time for our officers who would otherwise have to transport arrestees directly to Martinez.

Technical support is provided in the maintenance of our desktop computers, printers, e-mail system and phone voice mail system. Additionally, all mobile computers in the vehicles are serviced and maintained by Concord IT staff.

The base contract expired June 30, 2014, and before that time, a six month extension of the contract was agreed to by all parties. The extension is set to expire on December 31st. The terms of the extended contract call for Clayton to pay \$14,390 per month for dispatch, detention and IT support services. Those terms will remain in place for the duration of this extension.

The expenditure of these funds was anticipated in the preparation of the FY 2014/15 budget.

RECOMMENDATION

Approve the contract extension for a period of six (6) months.

FISCAL IMPACT

Currently, we pay \$14,390 per month for dispatch, detention and IT support to the City of Concord. There is no anticipated increase during the extension period. In meetings with staff from Concord, it is clear there will be an increase to the contract costs as we move forward. The final details of the new contract to take effect in July of 2015 have not been completed.

ATTACHMENTS

- 1) Resolution approving the contract extension
- 2) Contract Extension, January 2015 through July 2015 (Attachment 1)
- 3) Contract Extension, June 2014 through December 2014 (Attachment 2)
- 4) Original Contract Between Clayton and Concord (Attachment 3)

RESOLUTION NO. - 2014

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE 2009 BASE AGREEMENT BETWEEN THE CITY OF CLAYTON AND CITY OF CONCORD FOR PROVIDING DISPATCH, DETENTION AND IT SUPPORT SERVICES

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

WHEREAS, on August 19th 2009 the, City of Concord, a municipal corporation (hereinafter "Concord"), and the City of Clayton, a municipal corporation (hereinafter "Clayton") entered into an Agreement for Police Dispatch, Detention and Information Technology Support Services (hereinafter "Attachment 3"). A true and correct copy of said Agreement is attached hereto as "Attachment 3" and incorporated herein for reference. The term of that Agreement was from July 1, 2009 through June 30, 2012, and automatically renewed for an additional two (2) years (up to and including June 30, 2014 absent termination by either party; and

WHEREAS, the original 2009 Agreement was extended by mutual agreement between Clayton and Concord on June 18, 2014 (hereinafter "Attachment 2") through December 31, 2014. A true and correct copy of said extension is attached hereto and incorporated herein for reference ; and

WHEREAS, staff of the cities of Concord and Clayton have considered and agree to an additional six (6) month extension (hereinafter "Attachment 1"), continuing the existing terms and conditions agreed to in the 2009 Agreement and the modifications agreed to in the 2014 Extension through June 30, 2015;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby formally approve the extension of the terms in the 2009 Agreement with the City of Concord, as contained in "Attachment 1" attached hereto, for specified police services to and for the City of Clayton through June 30, 2015;

BE IT FURTHER RESOLVED, the City Council of Clayton, California does hereby authorize and instruct its City Manager to execute the Second Amendment "Attachment 1" for and in behalf of the City.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 16th day of December 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

**SECOND AMENDMENT TO AGREEMENT BETEWEEN THE CITIES OF CONCORD AND
CLAYTON FOR POLICE DISPATCH, DETENTION AND INFORMATION TECHNOLOGY
SERVICES**

This Amendment to Agreement is entered into this 1st day of January 2015.

WHEREAS, on August 19, 2009, the City of Concord, a municipal corporation (hereinafter "Concord"), and the City of Clayton, a municipal corporation (hereinafter "Clayton") entered into an Agreement for Police Dispatch, Detention and Information Technology Support Services (hereinafter "2009 Agreement"). A true and correct copy of said Agreement is attached hereto as Attachment A and incorporated herein by reference. The term of that Agreement was from July 1, 2009 through June 30, 2012, and automatically renewed for an additional two (2) years (up to and including June 30, 2014) absent termination by either of the parties. No party terminated the agreement, and it was scheduled to expire on June 30, 2014.

WHEREAS, on June 18, 2014, Concord and Clayton agreed to extend the 2009 Agreement for a term of six (6) additional months, up to and including December 31, 2014.

WHEREAS, Concord and Clayton agree to extend the 2009 Agreement for a term of six (6) additional months, up to and including June 30, 2015.

NOW, THEREFORE, based upon the mutual promises and understandings of the parties, the 2009 Agreement is amended as follows:

Section 3. – Term

The term of this Agreement, shall be extended up to and including June 30, 2015.

All other obligations, promises, terms and conditions of the 2009 Agreement shall remain unchanged.

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1 **IN WITNESS HEREOF**, the parties to this Amendment to Agreement have executed this
2 Amendment on the date and year set forth below.

3 **CITY OF CONCORD**, a municipal corporation

4
5 By: _____
6 Valerie J. Barone, City Manager

7 **ATTEST:**

8
9 By: _____
10 Joelle Fockler, City Clerk

11 **APPROVED AS TO FORM:**

12
13 By: _____
14 Mark S. Coon, City Attorney

15 **CITY OF CLAYTON**, a municipal corporation

16
17 By: _____
18 Gary A. Napper, City Manager

19 **ATTEST:**

20
21 By: _____
22 City Clerk

23 **APPROVED AS TO FORM:**

24
25 By: _____
26 City Attorney

ORIGINAL**AMENDMENT TO AGREEMENT BETWEEN THE CITIES OF CONCORD AND CLAYTON FOR
POLICE DISPATCH, DETENTION AND INFORMATION TECHNOLOGY SERVICES**

1 This Amendment to Agreement is entered into this 18th day of June, 2014.

2 **WHEREAS**, on August 19, 2009, the City of Concord, a municipal corporation (hereinafter
3 "Concord"), and the City of Clayton, a municipal corporation (hereinafter "Clayton") entered into an
4 Agreement for Police Dispatch, Detention and Information Technology Support Services (hereinafter
5 "2009 Agreement"). A true and correct copy of said Agreement is attached hereto as Attachment A
6 and incorporated herein by reference. The term of that Agreement was from July 1, 2009 through June
7 30, 2012, and automatically renewed for an additional two (2) years (up to and including June 30,
8 2014) absent termination by either of the parties. No party has terminated the agreement, and it is
9 currently scheduled to expire on June 30, 2014.

10 **WHEREAS**, Concord and Clayton hereby agree to extend the 2009 Agreement for a term of
11 six (6) additional months, up to and including December 31, 2014.

12 **NOW, THEREFORE**, based upon the mutual promises and understandings of the parties, the
13 2009 Agreement is amended as follows:

14 **Section 3. – Term**

15 The term of this Agreement, shall be extended up to and including December 31, 2014.

16 All other obligations, promises, terms and conditions of the 2009 Agreement shall remain
17 unchanged.

18 **IN WITNESS HEREOF**, the parties to this Amendment to Agreement have executed this
19 Amendment on the date and year set forth below.

20 //

21 //

22 //

23 //

24 //

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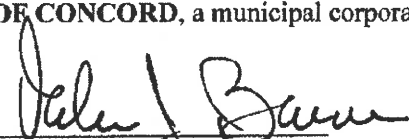
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28 6/26/14 cc: City of Clayton, IT, File 5032-A

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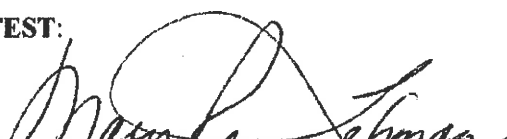
CITY OF CONCORD, a municipal corporation

By:


Valerie J. Barone, City Manager

ATTEST:

By:


Mary Rae Lehman, City Clerk

APPROVED AS TO FORM:

By:


Mark S. Coon, City Attorney

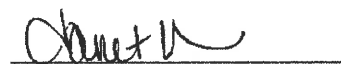
CITY OF CLAYTON, a municipal corporation

By:


Gary A. Napper, City Manager

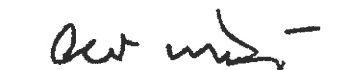
ATTEST:

By:


City Clerk

APPROVED AS TO FORM:

By:


City Attorney

Finance Director's Certification
City of Concord

Date: 6/24/14

Account Code: N/A

Amount: \$ N/A

I hereby certify that adequate funds exist or will be received during the current fiscal year 2013/2014 to pay the anticipated expenses to be incurred pursuant to this contract.

Kara R.
Finance Director

ORIGINAL

**AGREEMENT WITH THE CITY OF CLAYTON
FOR
POLICE DISPATCH, DETENTION AND
INFORMATION TECHNOLOGY SUPPORT SERVICES**

THIS AGREEMENT is entered into this 17 day of Aug, 2009 between the CITY of CONCORD, a municipal corporation, (hereinafter CONCORD) and the CITY of CLAYTON, a municipal corporation, (hereinafter CLAYTON).

WHEREAS, CLAYTON and CONCORD entered into an agreement dated September 28, 1999 as amended February 27, 2001 for the provision of dispatch and temporary holding and detention services; and

WHEREAS, CONCORD desires to terminate the present agreement and the parties must enter into this agreement in recognition of advancements in dispatch, CAD system, and communications technology and services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties agree as follows:

1. **Services to be Provided.**

A. **Dispatch and CAD System**

CONCORD shall provide to CLAYTON dispatch and CAD system services as more specifically described in Exhibit "A" attached hereto and made a part hereof as if fully set forth.

B. **Law Enforcement Reporting and Records Management System (RMS)**

CONCORD will procure, install, configure, support, replace and maintain an RMS that will meet CLAYTON's needs at a service level determined and agreed to by CONCORD as more specifically described in Exhibit "A".

C. **Voice Radio Communication**

CONCORD will provide CLAYTON with Voice Radio Communications as more specifically set forth in Exhibit "A".

1 **D. Electronic Messaging System (E-Mail)**

2 CONCORD will allow the CLAYTON Police Department to use Concord's e-
3 mail system as more specifically set forth in Exhibit "A".

4 **2. Detention Services**

5 CONCORD will accept individuals arrested by CLAYTON into CONCORD's temporary
6 holding facility. CONCORD shall apply its detention guidelines. Prisoners not meeting
7 CONCORD's guidelines will not be accepted. Charges associated with an arrest and
8 housing of a prisoner whose only charge is on a warrant shall be billed based upon Contra
9 Costa County policy.

10 **3. Term**

11 The term of this Agreement shall be three (3) years commencing July 1, 2009 and ending
12 June 30, 2012 and shall automatically renew for an additional two (2) years unless
13 notification of termination is given as provided herein.

14 **4. Payment**

15 **A.** CLAYTON shall make monthly payments for the services provided in
16 Section 1, as more specifically set forth in Exhibit "B", subject to annual
17 adjustment as provided herein. The monthly payment shall be invoiced by
18 CONCORD and paid by CLAYTON within thirty (30) days of date received.

19 **B.** For all other services the price shall be determined based on the direct
20 incremental cost of provisioning services and support for the various systems.
21 This pricing shall be recalculated at such time as any system undergoes
22 replacement, extensive modification/addition/subtraction in functionality, or when
23 services and/or systems are added or removed from use by CLAYTON. This
24 provision is not subject to any caps.
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2 **5. Price Adjustment**

3 Each year the price for all services rendered through this Agreement shall be adjusted
4 using the January to January San Francisco-Oakland-San Jose Consumer Price Index
5 (CPI) rate (base period 1982). Any such incremental adjustment will not be less than zero
6 (0%) percent and shall not exceed five (5%) percent. If the CPI exceeds five (5%) percent
7 in any year this Agreement is in effect, CLAYTON and CONCORD agree to meet and
8 mutually agree on the annual incremental adjustment and/or revised CPI cap. CONCORD
9 will provide CLAYTON with the dollar amount of the annual increase by January 31 of
10 each year. Such notification shall originate from the CONCORD Finance Department and
11 become effective on July 1st of that calendar year.

12 **6. Termination**

13 Either party may terminate this Agreement for any reason including convenience with six
14 (6) months written notice to the other party.

15 **7. Reopener Provisions.**

16 Either party may request of the other to renegotiate the terms and conditions of this
17 Agreement upon the occurrence of any one of the events listed below:

- 18 • CLAYTON understands that the CONCORD Police Department intends to replace
19 the existing Crime Management System (CMS) and EZ-Writer reporting and records
20 management system. CLAYTON and CONCORD agree to meet and mutually agree
21 to revise pricing for services provided through this agreement when this system
22 replacement is undertaken.
 - 23 • CLAYTON understands that CONCORD intends to replace the existing email
24 system, Exchange 5.5, with a system that is supported and maintained by its
25 manufacturer. CLAYTON and CONCORD agree to meet and mutually agree to
26 revise pricing for services provided through this agreement when the email system is
27 replaced.
- 28

- Either CONCORD or CLAYTON undertakes significant changes to the Dispatch function.
- When services and/or systems are added and/or removed from use by CLAYTON.
- If the stated CPI for any given year exceeds 5%.
- If the cost incurred by CONCORD for obtaining parcel data, street data, aerial pictometry, or any other data supporting any system utilized by CLAYTON increases by more than five percent (5%) or new data is required by a new or existing system.
- If any system utilized by CLAYTON is replaced, upgraded, and/or significantly modified that materially affects or impacts services herein provided by Concord.

8. **Indemnification**

A. CLAYTON shall indemnify, defend, and hold harmless CONCORD, its employees, officers, directors, and agents from and against any and all claims arising from the conduct of CLAYTON's business or from any activity, work, or things done, permitted or suffered by CLAYTON, its agents, officers, contractors, or employees; and from and against any and all claims arising from a breach or default in the performance of this Agreement or arising from any negligence of CLAYTON and from any and all costs, attorneys' fees claim, or any action or proceeding brought thereon; and in case any action or proceeding be brought against CONCORD, CLAYTON shall defend the same at CLAYTON's expense.

B. CONCORD shall indemnify, defend, and hold harmless CLAYTON, its employees, officers, directors, and agents from and against any and all claims arising from the conduct of CONCORD's business or from any activity, work, or things done, permitted or suffered by CONCORD, its agents, officers, contractors, or employees; and from and against any and all claims arising from a breach or

1 default in the performance of this Agreement or arising from any negligence of
2 CONCORD and from any and all costs, attorneys' fees claim, or any action or
3 proceeding brought thereon; and in case any action or proceeding be brought
4 against CLAYTON, CONCORD shall defend the same at CONCORD's expense.
5

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7 **9. Notice**

8 All notices required herein shall be sent via First Class U.S. Mail with postage prepaid
9 thereon to the parties as follows:

10 CONCORD: Attn: Chief of Police
11 City of Concord Police Department
12 1350 Galindo Street
13 Concord, CA 94520

14 AND Attn: Director of Information Technology
15 City of Concord
16 1950 Parkside Drive
17 MS 05
18 Concord, CA 94519

19 CLAYTON: Attn: Chief of Police
20 City of Clayton Police Department
21 6000 Heritage Trail
22 Clayton, CA 94517

23 Notices shall be deemed effectively served upon deposit in the United States Mail.

24 **10. Amendment**

25 This Agreement may be amended, modified, or changed by the parties provided that said
26 amendment, modification or change is in writing and approved by the legislative bodies
27 of both parties.

28 **11. Entire Agreement**

This Agreement contains the entire agreement between the parties hereto. No promise,
representation, warranty, or covenant not included in this Agreement has been or is relied
on by any party hereto.

1 **IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year
2 first written above.
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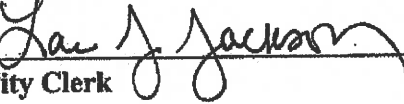
4 **CITY OF CLAYTON**

6 By:

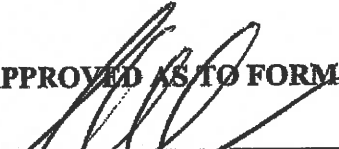
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8 Name: Gary A. Napper
9 Title: City Manager

11 **ATTEST:**

12 
13 City Clerk

14 **APPROVED AS TO FORM**

15 
16 City Attorney

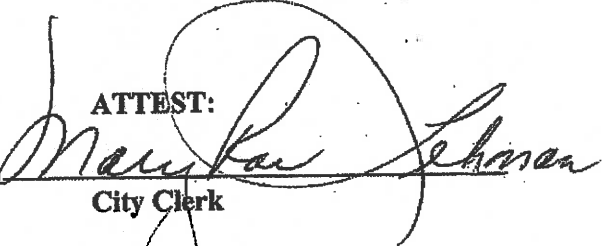
4 **CITY OF CONCORD**

6 By:

7 

8 Name: Daniel E. Keen
9 Title: City Manager

11 **ATTEST:**

12 
13 City Clerk

14 **APPROVED AS TO FORM**

15 
16 City Attorney

Finance Director's Certification
City of Concord

Date: August 18, 2009

Account Code: N/A

Amount: \$ Ø

No Fiscal Impact Fy 10 sm 8118109.

I hereby certify that adequate funds exist or will be received during the current fiscal year 2009/2010 to pay the anticipated expenses to be incurred pursuant to this contract.

for Lawrence Chiu

Margaret L. Lefebvre
Director of Finance

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EXHIBIT A

AGREEMENT WITH CLAYTON FOR DISPATCH AND CAD SYSTEM SERVICES

DESCRIPTION OF SERVICES:

Dispatch Function and Systems Provided to Clayton

Concord Police Department (CPD) is the defined Public Safety Answering Point (PSAP) for Calls for Clayton Service originating within Clayton City Limits, including cell phone based calls for service originating on Cell towers assigned by the Cellular carrier to the Concord PSAP regardless of specific geographic location of the originating call.

- CPD Dispatch will provide emergency and non-emergency call handling pursuant to Policies, Procedures, Practices, and Standards employed by CPD Dispatch in responding to Concord-based calls for service.
- Clayton agrees to use and comply with all Concord Police Department Policies, Procedures, Practices, and Standards associated with the dispatching of Officers including such amendments as may be deemed necessary by the Concord Police Department, approved by its Chief of Police, and reviewed in advance with the Clayton Chief of Police.
- Concord will allow and support Clayton Police Department's use of the Computer Aided Dispatch (CAD) system currently employed by the Concord Police Department, with the following conditions:
- Concord will provide CAD system software and communication software to Clayton, charging Clayton for the direct incremental costs incurred by Concord associated with Clayton's use of the system.

- 1 • Clayton agrees to procure and maintain at its sole expense all computers and
2 associated communication and vehicle location equipment in accordance with the
3 specifications provided by Concord.
- 4 • Clayton agrees to procure and maintain at its sole expense a data communications line
5 between Clayton City Hall and a location designated by Concord for purposes of
6 extending Concord's Law Enforcement network to Clayton. Such communications
7 line shall conform to Department of Justice security requirements including any
8 revisions or amendments as shall be made over time.
- 9 • Clayton may, at its sole discretion, utilize Concord as the source of this equipment
10 and service. Such use will be governed by a separate Agreement/Memorandum of
11 Understanding (MOU) between Clayton and Concord.
- 12 • Concord will procure, install, configure, support, and maintain a CAD for the
13 Concord Police Department. The CAD system is to meet the service level needs of
14 Clayton as well.
- 15 • Concord will procure, install, configure, support, and maintain a Law Enforcement
16 Reporting and Records Management System (RMS) that will meet Clayton needs at
17 a service level determined and agreed to by the Concord Police and Information
18 Technology Departments.

19
20 Concord will allow and support Clayton Police Department's use of the RMS currently
21 employed by the Concord Police Department, with the following conditions:

- 22 • Concord will provide RMS system software and communication software to Clayton,
23 charging Clayton for the direct incremental costs incurred by Concord associated with
24 Clayton's use of the system.
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- Clayton agrees to procure and maintain at its sole expense all computer and associated equipment, software, and licenses in accordance with the specifications provided by Concord.
- Clayton may, at its sole discretion, utilize Concord as the source of this equipment and service. Such use will be governed by a separate Agreement/Memorandum of Understanding (MOU) between Clayton and Concord.

Concord will procure, install, configure, support, replace, and maintain an Electronic Messaging system (e-mail). Concord will allow and support Clayton Police Department's use of the e-mail system currently employed by the Concord Police Department, with the following conditions:

- Concord will provide e-mail system software and communication software and/or licenses to Clayton, charging Clayton for the direct incremental costs incurred by Concord associated with Clayton's use of the system.
- Clayton agrees to procure and maintain at its sole expense all computer and associated equipment, software, and licenses in accordance with the specifications provided by Concord.
- Clayton may, at its sole discretion, utilize Concord as the source of this equipment and service. Such use will be governed by a separate Agreement/Memorandum of Understanding (MOU) between Clayton and Concord
- Clayton understands the need for, and agrees to, periodic system maintenance periods as shall be developed over time to facilitate continued smooth operation of the various systems. Such maintenance periods will be scheduled and noticed in accordance with any service level agreements in place governing the various systems.

- Clayton agrees to comply, at its sole cost, with current California Department of Justice (DOJ) security requirements including any changes, revisions, or amendments as may be made over the term of this agreement.
- Clayton understands and agrees that Concord will function as the point of contact for DOJ for the Clayton Police Department.

Voice Radio Communications

- Concord will provide, support, and maintain the transceivers, repeaters, frequency licenses, Dispatch radio consoles, and all related equipment and services to keep the voice radio system operational until such time as the East Bay Regional Communications System (EBRCS) shall be fully operational in the Concord/Clayton area including a reasonable time for transition.
- Concord shall permit Clayton PD's use of Concord radio channels for communicating with Concord Dispatchers and other communications needs incurred in the ordinary course of conducting Police business for the City of Clayton. Clayton agrees to procure and maintain at its sole expense radio subscriber units compatible with Concord's current radio infrastructure. Clayton may, at its sole discretion, utilize Concord as the source of this equipment and service. Such use will be governed by a separate Agreement.
- Clayton agrees to use and comply with all Concord Police Department Policies, Procedures, Practices, and Standards associated with voice radio communications including such amendments as may be deemed necessary by the Concord Police Department, approved by its Chief of Police, and reviewed in advance by the Clayton Chief of Police.
- Each party understands that the other is a participant in the EBRCS and that Concord will dismantle the existing radio infrastructure once the EBRCS is operational and

1 Concord has completed transitioning to the EBRCS. Should Clayton choose to
2 participate in the EBRCS, Clayton may, at its sole discretion, utilize Concord to
3 facilitate Clayton's transition to the EBRCS. Such use will be governed by a separate
4 Agreement/Memorandum of Understanding (MOU) between Clayton and Concord.
5 Should Clayton ultimately choose NOT to participate in the EBRCS, the Concord
6 Police Department will be unable to provide Dispatch services to the City of Clayton
7 effective with the start of Concord's transition to the EBRCS.
8

9 **Desktop, Vehicle, and Network infrastructure support and maintenance**

- 10 • The City of Concord Information Technology Department shall provide desktop and /
11 or laptop support, Mobile Data Computer (MCD) support for Motorola MW800 units
12 mounted in Police vehicles (including the same mobile data connectivity used to
13 support Concord PD units), and network cabling, routing, and packet switching
14 support for all Law Enforcement computers connected to the Clayton Police
15 Department computer network.
16 • The aforementioned support will be provided at no additional cost to the Clayton
17 Police Department, beyond what is specified in Exhibit B, provided that the
18 computers (PCs and laptops) are no older than four (4) years and MCDs are no older
19 than six (6) years, or the same model as used by the Concord Police Department. The
20 City of Clayton shall be responsible for the equipment and monthly recurring costs of
21 providing mobile data connectivity to Clayton's Police vehicles.
22 • Clayton understands that Concord intends to replace the MDCs in Concord PD
23 vehicles commencing in FY 2009-10 in accordance with Concord's Technology
24 Replacement program. Concord shall notify Clayton PD when this project becomes
25 active and will invite Clayton PD to send a representative to any or all of the project
26 meetings.
27
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- At Clayton's sole discretion, Clayton may bundle any desired MDC purchase and installation with Concord's purchase and installation schedule. Any such arrangement shall be governed by a separate agreement.
- Clayton retains the right to select any MDC they deem appropriate. Should Clayton opt for a different MDC, make, model, or configuration from Concord, Clayton understands Concord IT support staff may not be able to support the MDCs and may not be able to guarantee functionality with existing software, such as the CAD system.

Software Licensing and version updates

- The software versions (for Microsoft Office, Outlook, etc) shall be licensed by the Clayton Police Department at their sole expense and shall be kept current with the version(s) in use at the Concord Police Department. Support for software used by Clayton Police staff that is different from or in addition to that used by the Concord Police Department shall be on a best effort basis only. Concord IT support staff will spend a maximum of one (1) hour troubleshooting this software. The City of Clayton understands and agrees that final resolution of any incompatibilities in software may necessitate changing to the same software used by the Concord Police Department.
- The City of Clayton understands that the City of Concord intends to remain within one release version of the most current Microsoft Office Suite which includes Word, Excel, PowerPoint, Outlook, etc, and other manufacturers' software currently in use by the Concord Police Department. The City of Concord will provide notice to the Clayton Police Department of any planned upgrades to allow the Clayton Police Department to obtain any required licenses. Software that is older than one release previous to the most current version available will be supported on a best effort basis only. Concord IT support staff will spend a maximum of one (1) hour attempting to

1 resolve issues concerning software incompatibility. The City of Clayton understands
2 and agrees that ultimate resolution of any software incompatibilities may necessitate
3 Clayton obtaining upgraded software, and that Clayton will obtain any necessary
4 upgrades at Clayton's sole expense. Clayton may, at its sole discretion, utilize
5 Concord as the source of any or all software licenses. Such use will be governed by a
6 separate Agreement/Memorandum of Understanding (MOU) between Clayton and
7 Concord.
8

9 **TERMS & CONDITIONS**

- 10 • Clayton and Concord recognize that the anticipated charges set forth in Exhibit B for
11 labor associated with dispatching, detention and information technology support to
12 Clayton do not fully recover Concord's full allocated costs. The charge set forth in
13 Exhibit B for such services, which shall be \$120,000 in FY 2009-10 and adjusted for
14 inflation annually thereafter, has been negotiated in good faith between the Cities of
15 Concord and Clayton, and recognizes the complementary benefits of the positive
16 working relationship established over many years between the cities.
- 17 • For all other services, charges incurred by Clayton shall be determined based on the
18 direct incremental costs incurred by Concord to provision such services and support
19 for the various systems utilized by Clayton. This pricing shall be re-calculated at
20 such time as any system undergoes replacement, extensive
21 modification/addition/subtraction in functionality, or when services and/or systems
22 are added or removed from use by Clayton. This provision is not subject to any caps.
- 23 • Clayton understands that systems provided by Concord require periodic replacement
24 to ensure continued smooth business operations. In recognition of Concord's
25 agreement to not assess replacement fees to Clayton, Clayton agrees to participate
26 financially in the funding of replacement systems as the need arises and in accordance
27
28

1 with the Replacement schedule established by Concord. Such financial participation
2 shall be mutually agreed upon prior to Concord commencing work on replacing any
3 system provided to Clayton. Any such agreement shall be documented in a
4 Memorandum of Understanding (MOU) executed between Concord and Clayton.
5

- 6 • Clayton will notify Concord if any of the following events occur:
 - 7 ○ The addition of housing and/or commercial development of 50 or more mailing
8 addresses OR adding five (5) or more streets/courts/alleys/lanes/etc. (whether
9 public or private) in the City of Clayton. This will ensure that the CAD system
10 geo-verification and turn-by-turn driving directions functionality remains current
11 and accurate.
 - 12 ○ Annexation of additional land by the City of Clayton.
 - 13 ○ Construction of new cell towers/sites within Clayton City Limits.
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EXHIBIT B

Clayton Costs

10 Year Plan provided for planning purposes only and is based on the assumptions below

FY09-10 FY10-11 FY11-12 FY12-13 FY13-14 FY 14-15 FY15-16 FY16-17 FY17-18 FY18-19

Agreed to by Concord & Clayton City Managers

One-Time	13,173	-	-	-	-	-	-	-	-	-
On-going	36,432	37,525	38,650	39,810	41,004	42,234	43,501	44,807	46,151	47,535
Labor	120,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573
Sub Total	169,605	161,125	165,958	170,937	176,065	181,347	186,788	192,391	198,163	204,108
Discount	-	-	-	-	-	-	-	-	-	-
Clayton Annual Cost	169,605	161,125	165,958	170,937	176,065	181,347	186,788	192,391	198,163	204,108

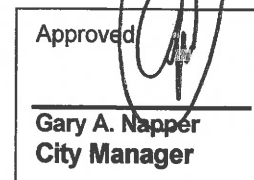
Assumptions:

- 1- 10 Year Plan assumes NO change in services, service levels, or volumes
- 2- Assumed CPI of 3% applies to labor and on-going costs, actual CPI may vary
- 3- Additional one-time costs may be required in future years and is NOT shown



Agenda Date: 12-16-20

Agenda Item: 3F



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAINTENANCE SUPERVISOR

DATE: December 16, 2014

SUBJECT: Award of Contract to Miracle PlaySystems for Removal and Replacement of the Resilient Play Surface at the Tot Lot of The Grove Park

RECOMMENDATION

By adoption of the Resolution, approve the award of contract to Miracle PlaySystems, Inc., as the lowest responsible quote as contained in the CMAS E2014-1619 form (CA Municipal Award Schedules), for removal, disposal and replacement of the sub-base and top layer of the resilient rubber surface under the existing tot lot play equipment at The Grove Park; and authorize the allocation and expenditure of \$54,605.61 from The Grove Park's unobligated reserve (Fund 211) to fund the capital improvement replacement project.

BACKGROUND

The Grove Park rubber top play surface, experiencing signs of degradation, was approved for replacement by the Clayton City Council at its April 15 2014 regular public meeting. The approval authorized the allocation of \$40,363.40 from The Grove Park's unobligated reserve (Fund 211) to pay for the removal and replacement of the top coat of rubber under the playground equipment. When City Staff met on-site with the contracted installer (Miracle PlaySystems) at the pre-construction meeting to go over the logistics of the approved work, further inspection revealed the sub-base rubber coat was not installed properly. The sub-base matting material (SBR) was falling apart which is creating significant integrity issues with the sub-base layer and similarly impacting the performance of the top rubber layer.

It was the professional verbal and written judgments of the installer (Miracle PlaySystems) that when the original sub-base material (SBR) was installed, not enough binding agent was used in the material causing the rubber to fall apart and commence disintegration. Miracle PlaySystems indicated to City staff it could not install/replace the top rubber coating to industry standard as bid without also replacing the sub-base rubber. Should the City move forward to replace the top surface only, Miracle PlaySystems would not then warranty its work. When asked by the City Upon this discovery, Miracle PlaySystems quoted a cost to replace both the top coat and sub-base rubber coat of over \$90,000.00.

The startling increased cost was because there was a very short lead time to order and ship the necessary materials (base rubber and binder) to stay within the project's quoted timeline, causing higher freight costs, added labor costs to remove the sub-base material, and

additional disposal costs of the increased quantity of materials not anticipated in the original scope of work. Both the contractor and City staff agreed to abandon the intended project because of this new discovery and elevated replacement expense (over double the original cost estimate of the project). The City then explored perspectives on whether there was defective workmanship in the original installation.

After further research and review of the original installation of the resilient play surface, a latent defect claim was made by the City against the general contractor (JFC Construction), the builder of The Grove Park. After the claim was filed, JFC Construction and its insurance carrier (Travelers Insurance) asked that they have their own expert examine the play surface to make a professional determination on the City's allegations. A representative from JFC Construction, Travelers Insurance, and their expert visited The Grove Park at the end of August 2014 to examine the rubber play surface. City Maintenance staff was present to observe the investigation. The expert employed by JFC Construction immediately arrived at the same conclusions of Miracle PlaySystems: there was not enough binder used in the original installation of the sub-base rubber which subsequently caused the premature falling apart of the sub-base rubber. Negotiation ensued between the City and JFC Construction concerning latent defect, warranties and useful life of the play surface. A settlement agreement has been reached to include a monetary payment to the City of \$45,000.00.

AWARD OF CONTRACT

The scope of Miracle PlaySystems' new proposal includes the removal of the existing rubber sub-base coat, rubber safety surface top coat, and disposal of the material. The installation of a 3.5 inch rubber base and a one-half inch of the new rubber safety top coat will occur using a "No Fault" brand safety surface comprised of EPDM rubber with a supreme wear course. The scope of work entails the erection of temporary fencing around the work zone, haul-off of the old material and debris, and all labor for the completion of this project. The resurfacing project will take fifteen (15) working days to complete which will require the playground area closed during this time. City staff will coordinate all work around any community events that may be scheduled in The Grove Park when work begins so there will be no disruption to these events as this work is performed. Staff will also post signs in advance of the work to let Clayton residents know the playground will be temporarily closed for these repairs with the dates of the planned closure. The anticipated schedule depends on the weather for installation since the material needs an extended dry period for proper curing of the rubber materials. City Maintenance and Miracle PlaySystems (Contractor) will coordinate the best time to start installation work.

The new rubber top coat product is a far superior product and will hold up better to the heavy usage in The Grove Park than the existing play surface. The difference in this product from the existing product is the density of rubber granules that make up the material; they are much smaller which allow much better adhesion of the material. The manufacturer of this material "No Fault" has been in the business for the past forty years supplying and installing surfaces for Disney, McDonalds and Coke Cola among other large corporations.

With the enhanced wear properties of the material, there is not the anticipated need to employ "wear tiles" under the swings or pads under the slide exits. The product has a ten

(10) year warranty - five (5) years 100% coverage with years six (6) thru ten (10) prorated at 20% depreciation in coverage per year until year ten (10) against defects to the material and workmanship. The warranty does not cover normal wear and tear or damage that is caused by vandalism. The new material comes in four base color blends with 50% black and 50% color; they are beige, blue, dark red, and green. Staff has selected the color choice to be a 50/50 mixture of the green and black mixture. This mixture will help obscure the numerous food spills and stains which regularly occur on the existing play surface. This proposed color mixture was installed at Lydia Lane Park under the new play equipment and still looks good after almost three and half years of use. Of course, Lydia Lane Park does not experience the heavy play traffic and use of The Grove Park but Staff remains hopeful the proposed color will show better.

FISCAL IMPACT

The Grove Park (Fund 211) operates under a special district tax revenue source for its maintenance and operation. In 2006 residents of Clayton voted and approved a 10-year annual real property parcel tax to maintain and operate the new park which was overwhelmingly extended by voters (81%) in November for an additional 20 years. The annual revenues from this parcel tax are considered a 'Restricted-Use Fund' and shall only be used at The Grove Park for its operations which include the maintenance, repair, or replacement of park features.

Further, the establishment of the Downtown Park Fund by the voters specifically contained the requirement that certain amounts of annual monies be set aside into the Fund's reserve for eventual replacement and capital upkeep of the park's amenities. Recently, the City Council awarded contract to Miracle PlaySystems, Inc., at its regular public meeting on September 16, 2014, to also redo and upgrade the water play feature/splash pad in The Grove Park. That particular improvement project will use \$67,483 of The Grove Park's unallocated reserve fund and the work likely to commence in mid-January 2015.

At this moment, The Grove Park has an unobligated reserve cash balance (net) of \$211,392 for use in capital replacements or improvements at The Grove Park. If this proposed action of \$54,605.61 is approved by the City Council, the Fund's resultant cash balance will become \$156,786.39. On the imminent receipt of the City's settlement claim of \$45,000.00, that money will be deposited into Fund No. 211's unobligated reserve, thereby resulting in a net cost of \$9,605.61 for this tot lot resurfacing project.

Attachment: 1. City Resolution

Exhibits: A. 3 Bids [3 pp.]

B. "No Fault" product info and spec. materials [7 pp.]

C. Warranty [3 pp.]

RESOLUTION NO. – 2014

**A RESOLUTION APPROVING THE AWARD OF COMPETITIVE
CONTRACT TO MIRACLE PLAYSYSTEMS, INC. FOR ITS REMOVAL
AND REPLACEMENT OF THE RESILIENT PLAY SURFACE AT THE
TOT LOT PLAYGROUND AT THE GROVE PARK**

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

WHEREAS, the construction and opening of The Grove Park in the Clayton Town Center occurred in January 2008 and included a tot lot play area incorporating a resilient play surface installed by the general contractor, JFC Construction, Inc.;

WHEREAS, the popularity and public use of The Grove Park has been tremendous but the installed tot lot resilient play surface began experiencing surface degradation and holes having to be repaired by the original installer and separately by City expense on numerous occasions since 2008; and

WHEREAS, believing the resilient play surface had exhausted its primary life and needed replacement, City staff initiated the bid process and on April 15, 2014 the City Council awarded a contract to Miracle PlaySystems, Inc. in the amount of \$40,362.40 as low bidder to remove and replace the top layer of play surface to The Grove Park tot lot; and

WHEREAS, as Miracle PlaySystems, Inc. initiated field preparations to commence the contractual work, it performed further site inspection and determined the sub-base layer had crumbled, and the company then indicated it could not warranty its surface layer replacement work as bid since in its professional opinion the top layer would not adhere properly to the sub-base layer; and

WHEREAS, following request by City staff, Miracle PlaySystems, Inc. opined the sub-base layer was defective in its manufacture and/or installation thereby leading the City to research and explore the potential of a latent defect claim against the original general contractor for the defective work; and

WHEREAS, as instructed by the City Council, City staff and the offices of the City Attorney opened communications with The Grove Park's general contractor, JFC Construction, in July 2014 pertaining to the City's allegation of a tot lot play surface latent defect claim; and

WHEREAS, the outcome of that communication and negotiations ultimately resulted in a favorable settlement of that specific claim in the amount of \$45,000.00 to the City; and

WHEREAS, after return contact to the original three (3) contractors interested in performing the top surface layer replacement only, Miracle PlaySystems, Inc. remained the competitive low bidder for removal, disposal and replacement of the tot lot's top layer play surface and its sub-base layer at a total contract price of \$54,605.61, as referenced in "Exhibit A" attached hereto and incorporated herein as if fully set forth; and

WHEREAS, sufficient monies exist in The Grove Park's unobligated reserve (Fund No. 211) designed for the eventual replacement of capital improvement items and features in said public park, and use of said monies for the desired removal and replacement of The Grove Park tot lot resilient play surface is a qualified expenditure of its reserves wherein the net cost of the proposed capital improvement project will be \$9,605.61 after offset by the claim settlement proceeds of \$45,000.00;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby agree, authorize and determine as follows:

Section 1. The above Recitals are true and correct facts pertaining to this important matter of public policy for the City.

Section 2. The City Council does herein approve the award of lowest competitive bid contract to Miracle PlaySystems, Inc. (Alamo, CA) in the amount of \$54,605.61, as outlined and contained in "Exhibit A" attached hereto, for the removal, disposal and replacement of the tot lot resilient play surface in The Grove Park.

Section 3. The City Council does hereby allocate \$54,605.61 for payment of the contract awarded herein from the unobligated reserves of The Grove Park (Fund No. 211) with the accompanying expectation and instruction to staff that all settlement claim monies from JFC Construction in the amount of \$45,000.00 shall be deposited into The Grove Park fund's reserves to offset the expense of this approved capital improvement project.

Section 4. The City Council does herein authorize and instruct its City Manager to execute the contract with Miracle PlaySystems, Inc., for and in behalf of the City of Clayton and to take all necessary actions to ensure the successful completion of said project in accordance with its specifications.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a duly-noticed regular public meeting thereof held on the 16th day of December 2014 by the following recorded vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

#



MIRACLE PLAYSYSTEMS INC

ALAMO, CA 94507

T: 800-879-7730

F: 510-893-2163

PO BOX 263

CMAS

Estimate

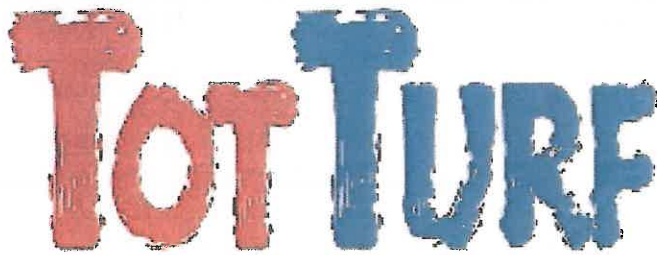
Date	Estimate #
12/8/2014	E2014-1619

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

Ship To
Grove Park Main Street & Marsh Creek Rd. Clayton, CA 94517

Terms	P.O. No.	Rep	Project Name	
50% With Order, Balance Net 30		CO	14_0028 Grove Park	
Description		Qty	Rate	Total
Remove and reinstall existing ground level decks and supply hardware as needed.			500.00	500.00
Remove 3,780SF existing EPDM and buffing.			4,500.00	4,500.00
Temporary fencing to surround play area during duration of project (275 linear ft).			1,320.00	1,320.00T
Receiving materials and transporting to site,			250.00	250.00
3780 SF of No Fault Safety Surface, 50% Black / 50% Green			21,546.00	21,546.00T
Installation of 3780 SF safety surface over approved subbase 3.5" depth.			21,546.00	21,546.00
Freight charge			3,000.00	3,000.00
Note: * Quote includes Supreme wear course which has longer wearability over regular wear course. This product lasts longer under high use zones such as swings and slide exits, etc. * Miracle Playsystems and NoFault rubber are not responsible for unforeseen conditions of subbase which would result in a change order to properly outline scope of work. * It is the responsibility of the customer to adhere to NFSS Outdoor Maintenance Guidelines in order to maintain proper upkeep and longevity of rubber surfacing and maintain its product warranty. * This quotation is for material, freight, and installation, in accordance with the No Fault Sport Group and PlayPower National. * Customer or Sales Rep is responsible for security of the site during cure time (typically 48 hours).				
			Subtotal	\$52,662.00
			Sales Tax (8.5%)	\$1,943.61
			Total	\$54,605.61

Signature _____

A **PLAYCORE** Company

Robertson Industries, Inc.
 2414 West 12th Street, Suite 5
 Tempe, AZ 85281
 (800) 858-0519
 FX: (602) 340-0402
www.totturf.com

Date Issued: 6/3/2014**Project Name:** THE GROVE PARK**Address:** MainSt.& Marsh Creek Rd., Clayton, Ca.
94517**Site Contact:** Mark Janney**Contact Ph#:** (925) 673-7327 **Fax#:****Contact Email:****TotTurf Sales Representative****Name:** Bob Veals**Phone:** (801) 884-3030**Fax:** (888) 722-1366**Email:** bveals@recbrandsgroup.com*Scope: See page 2 and 3 for detailed scope information*

Product Name	Line Description	Quantity	Sales Price	Total Price
Aliphatic TPV	Pour in Place Surfacing_4" TPV Supreme-Aliphatic Binder—Std TPV Colors	3,800.00	\$14.75	\$56,050.00
Misc Cost Add	TEMPORARY FENCING DURING CURE TIME	1.00	\$1,325.00	\$1,325.00
Sales Tax	Sales Tax	1.00	\$1,737.55	\$1,737.55
Site Prep	Remove & Dispose 3800SF rubber andSEE DETAILS IN SCOPE	1.00	\$10,250.00	\$10,250.00
Grand Total				\$69,362.55

PRICE EXPIRES: 8/1/2014

To verify product meet ASTM F1950
 call 800-858-0519

CONTRACTOR'S LICENSE NUMBERS:**AZ:** ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/64 D/64 and C/61 D/12**FL:** CGC 038554 ~ **NV:** 42331, CLASS C25 C40

Ross

Recreation Equipment

Building Community since 1973

Prepared By Jon Bawden
 Address 100 Brush Creek Road, #206
 Santa Rosa, California 95404
 United States
 E-mail jonb@rossrec.com
 Phone 707-736-6890
 Fax (530) 323-5400

Quote Number 00011838
 Opportunity Name The Grove Park PIP
 Quote Name The Grove Park PIP

Quote Date 5/27/2014
 Quote Exp Date 7/25/2014
 Est Lead Time 4-6 weeks

Bill To Name Clayton, City of
 Bill To 6000 Heritage Trail
 Clayton, California 94517
 United States

Ship To Name Clayton, City of
 Ship To 5901 Heritage Trail
 Clayton, California 94517
 United States

Credit Terms Net 30 On Materials Shipment
 PO Number TBD

Tax Rate Contra Costa County 8.5%

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Demolition	Remove and haul off site existing surfacing.	\$13,065.00	\$13,065.00
1.00	Install-Surfacing	Installation of surfacing system. Excludes drainage, base prep, base repair, and related.	\$15,162.00	\$15,162.00
1.00	PIP Rubber	PlayBound Poured in Place : 3,800 sq.ft. (square footage provided by customer) 4" thick (thicknesses are subject to a nominal variation) system with top surface in 50% Hunter Green/ 50% Black speckled mix with Aliphatic Binder. (One color mix throughout, does not include graphics).	\$41,547.00	\$41,547.00
1.00	Security	Temporary fencing to protect play area during construction.	\$850.00	\$850.00

Materials Amount	\$41,547.00
Tax Amount	\$3,531.50
Labor Total	\$29,077.00
Freight	\$1,445.00
Total	\$75,600.50

Notes to Customer

Thank you for the opportunity to quote your upcoming project. Please note that quotes do not include bonding, installation, security, storage, offload or safety surfacing unless otherwise noted. Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

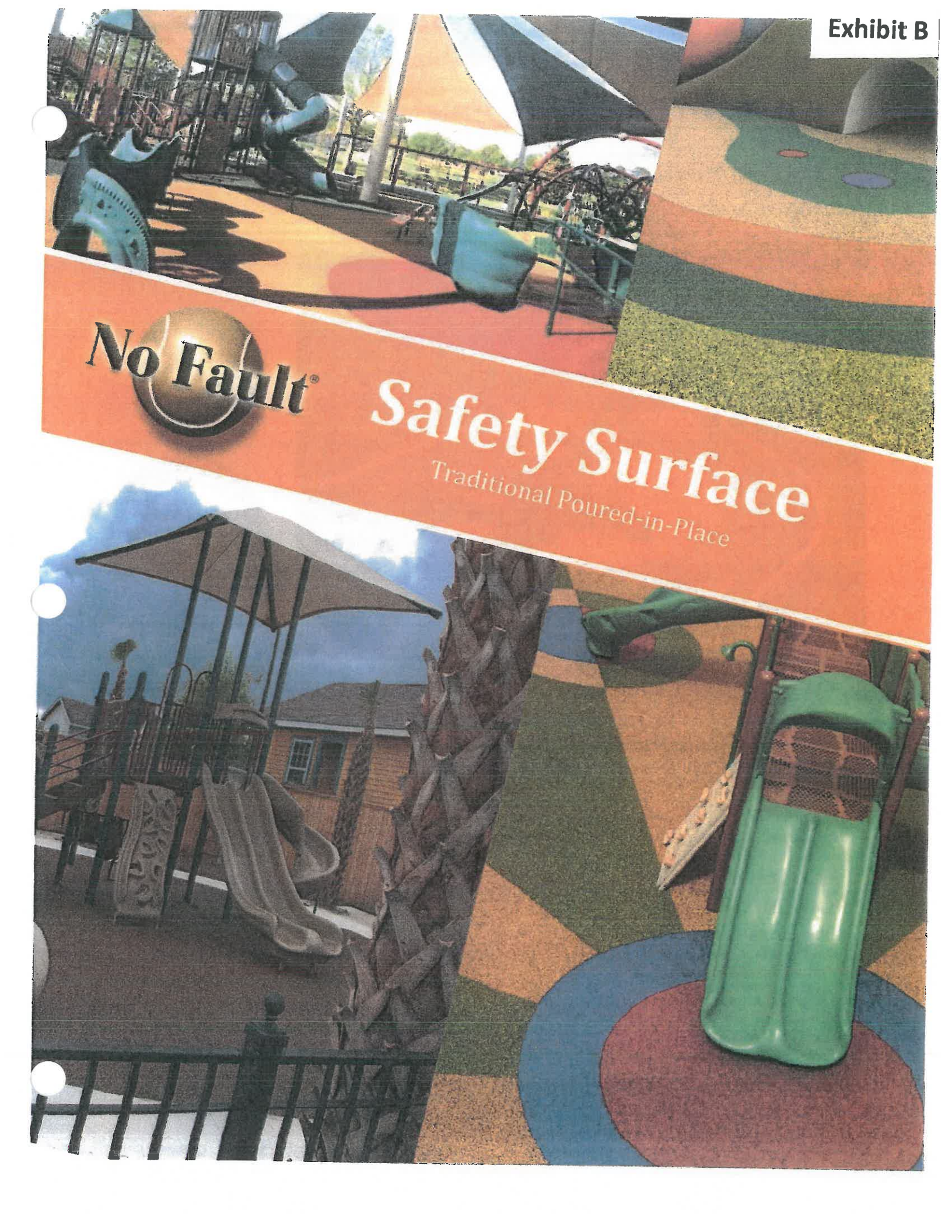
Excludes repair, replace, or install of any existing or proposed drainage.

Subsurface is assumed to be concrete, additional fees if other such as compacted base rock.

Surface America's quotes are based on thickness/critical fall height performances as tested by an accredited laboratory, and not subject to results generated by hand held, suspect field testing equipment.

00011838

\$75,600.50



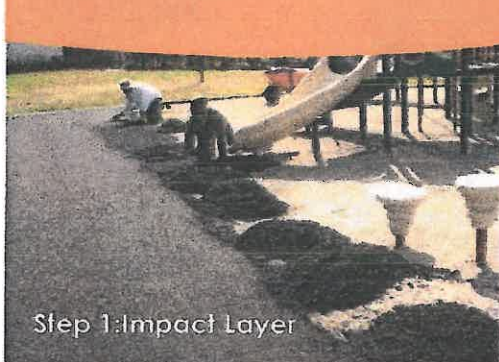
No Fault[®]

Safety Surface

Traditional Poured-in-Place

No Fault Safety Surface

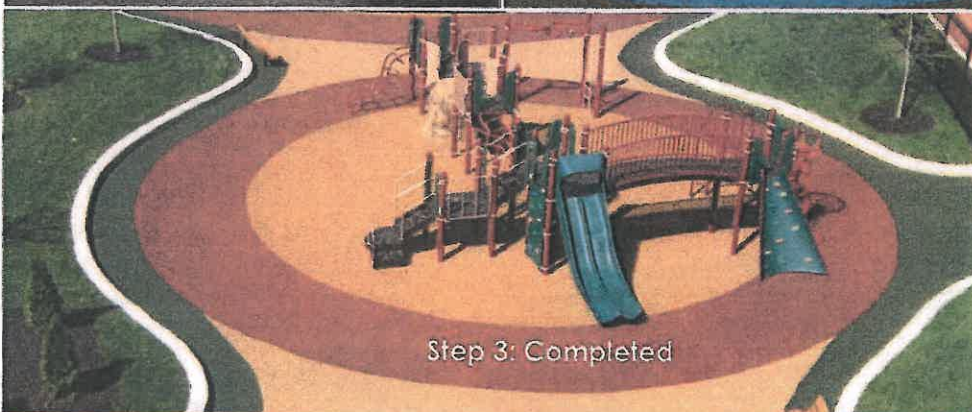
Traditional Poured-in-Place



Step 1: Impact Layer



Step 2: Wear Layer



Step 3: Completed

Safe • Innovative • Durable • Fun

Applications

- Playgrounds
- Jogging Tracks
- Sport & Recreation Areas
- Waterplay Areas
- Spraygrounds
- Pool Decks
- Walkways



To verify product certification, visit www.ipema.org

Description

No Fault Safety Surface® is comprised of EPDM or TPV rubber granules and polyurethane binder and is professionally installed as a 2-layer system.

Our product is hand-troweled using a screed rod to provide a resilient, seamless rubber surface with a consistent depth throughout.

The result is a highly durable, permeable, slip resistant surface providing cushion-like comfort in an unconventional pallet of color combinations.

Features

- Permeable Surface
- Custom Designs
- Environmentally Friendly

Certifications

- IPEMA
- ADA
- ASTM
- CPSC

Standard Color Blends



50% Tan 50% Black 50% Terra Cotta 50% Black 50% Blue 50% Black 50% Green 50% Black

Available Colors:



*Also available in black

Fall Heights

DEPTH	FALL HEIGHT
1.75"	4'
2.25"	5'
2.5"	6'
3"	7'
3.5"	8'
4.5"	9'
5"	10'
6.5"	12'

1-866-637-7678 • www.nofault.com

No Fault Safety Surface & SAF DEK for Playgrounds

Product Specification

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POURED-IN-PLACE RUBBER (EPDM OR TPV) SURFACING FOR PLAYGROUNDS

PART 1 – GENERAL

1.01 WORK INCLUDED

This work includes furnishing and installing the No Fault Safety Surface. The surfacing Manufacturer/installer shall be responsible for all labor, materials, tools, and equipment to perform all work and services for the installation of the surface.

1.02 DESCRIPTION OF SYSTEM & GENERAL CONDITIONS

No Fault Safety Surface shall be poured-in-place and trowelled to provide for a resilient, seamless rubber surface installed over the specified rigid base. No Fault Safety Surface is comprised of an SBR base mat and EPDM or TPV colored cap, with both layers being mixed with a non-flammable, non-shrinking, one part moisture cured polyurethane adhesive as recommended by the Manufacturer and capable of bonding to concrete, asphalt or compacted stone. No Fault Safety Surface shall be stable and slip resistant to comply with, meet or exceed all requirements set forth in the Americans with Disabilities Act (ADA) and the American Standard Testing Methods (ASTM and Consumer Products Safety Commission (CPSC) for manufactured Safety Surfaces as detailed below.

1.03 QUALITY ASSURANCE

A. Test Results

1. Impact Attenuation - ASTM F 1292: Surfacing within playground equipment use zones shall meet or exceed the performance requirements of CPSC, ASTM F 1292 and/or CSA Z614-98 that a surface yield both a peak deceleration of no more than 200 g's and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. Manufactured Safety Surface: For surfaces manufactured for the purpose of playground safety surface, the impact attenuation performance shall be documented by a certificate of compliance provided by third party at Owner or contractor's expense.
2. Coefficient of Friction - ASTM D2047: All products must meet minimum standard on coefficient of friction of 0.7-wet, 0.9-dry.
3. Surface Frictional Properties & Skid Resistance – ASTM E303: All products shall meet or exceed 90 BPN when tested Dry and 64 BPN when tested Wet.
4. Permeability: Product shall meet or exceed a coefficient of permeability of seven (7) feet per minute. NOTE: From a geotechnical standpoint, the permeability of a material is a measure of the velocity at which water will flow through the void spaces or pores under a given hydraulic gradient. The product shall handle a minimum of 8" of rainfall per hour.
5. Flammability of Finished Floor Cover - ASTM D2859: Product shall pass flammability.
6. Accessibility of Surface Systems – ASTM F1951: All playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.
7. Tear Strength – ASTM D624-00e1 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic: Tear Resistance must be equal to or greater than 12 pounds per inch.
8. Tensile Strength – ASTM D412-02 Standard Test Methods for Vulcanized Rubber Elastomers and Thermoplastic Elastomers: Tensile Strength must be equal to or greater than 25 Psi.
9. IPEMA Certification Required: "In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment, and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for use as a Playground Safety Surface Under and Around Playground Equipment, and Section 4.4, for testing Sieve Analysis and Section 4.6, for testing the presence of Tramp Metal. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org."

No Fault Safety Surface & SAF DEK for Playgrounds

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- B. Installer Qualifications - All materials under this section shall be installed by the Manufacturer or its Certified Installers. The playground surfacing installation shall not be performed by anyone other than the product Manufacturer or its Certified Installers.
- C. Contractor Pre-Qualifications
 - 1. A list of twenty five (25) surfacing projects completed with a similar product. List shall include names of project representatives and respective telephone numbers. At least five (5) of these projects must be at least five (5) years old. This list shall also contain projects which require the same level of difficulty, size of project, type of project, e.g. color transitions and special graphics.
 - 2. All bidders must also submit Material Safety Data sheets (MSDS) and Product Data Sheets on all materials.
 - 3. Insurance Requirements - All bidders must carry minimum insurance of:
 - a) \$1,000,000 General Liability Per Occurrence
 - b) \$2,000,000 General Aggregate
 - c) \$2,000,000 Products Completed Operations
 - d) \$5,000,000 Excess Liability
 - e) \$1,000,000 Workers Comp. & Employers Liability
 - f) \$1,000,000 Automobile Liability (any Auto)

1.04 SUBMITTALS

- A. One original hard copy of the submittal package will be supplied with additional copies on individual CD's. Upon request only hard copies shall be supplied.
- B. Manufacturer's descriptive data and installation instructions.
- C. Manufacturer's details showing depths of wear surface and sub-base materials, anchoring systems and edge details.
- D. A list of all materials and components to be installed, including Manufacturer's name, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.
- E. Test results to substantiate that the product meets or exceeds all ASTM & ADA requirements for each standard listed in Section 1.03 Quality Assurance. Test must be performed and certified by an independent laboratory.
- F. Copy of IPEMA Certification.
- G. Documentation of Contractor Pre-Qualification as stated in Section 1.03 Quality Assurance.
- H. Documentation of Insurance Requirements as stated in Section 1.03 Quality Assurance.
- I. Statement signed by the Manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the Manufacturer or its Certified Installers.
- J. A listing of at least twenty five (25) installations where products similar to those proposed for use have been installed and have been in successful service for a minimum period of three (3) years. This list shall include Owner or purchaser, address of installation, date of installation, contact person, and phone number.
- K. Upon request, a sample specimen of safety surface proposed for this project.
- L. Upon request, a list of all organizations and affiliations of the company offering the product(s).

1.05 DELIVERY, STORAGE and HANDLING:

Materials and equipment shall be delivered and/or stored in accordance with the Manufacturer's recommendations.

1.06 PROJECT SITE CONDITIONS:

- A. Synthetic safety surfacing shall be installed on a dry subsurface, with no prospect of rain within the initial drying period, at temperatures recommended by the Manufacturer.
- B. Installation in weather condition of extreme heat, temperatures less than 40 degrees (F), and/or high humidity may impact cure time, and/or the structural integrity of the final product. Immediate surroundings of the site shall be reasonably free of dust conditions and poor particulate air quality will impact the final surface look.
- C. The Manufacturer's installation manager shall reserve the right to control the project schedule installation based on such factor without penalty to No Fault Sport Group, LLC.

No Fault Safety Surface & SAF DEK for Playgrounds

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- D. Safety surfacing shall be installed after the playground equipment is installed unless otherwise noted.
- E. Surface installation shall be coordinated by the project manager or designated individual of playground equipment and sub-base installation, with No Fault Sport Group's local production manager and in accordance with No Fault's sub-base requirements.

1.07 WARRANTY:

Surfacing shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship and material for a period of no less than five (5) years or as specified and agreed upon per contract.

PART 2 – PRODUCTS

Product shall be No Fault Safety Surface as manufactured and sold by No Fault Sport Group, LLC. No Fault Safety Surface shall consist of synthetic poured-in-place safety surfacing meeting the requirements of this specification and comprised of SBR, EPDM or TPV, and polyurethane binder. It shall be manufactured and installed by No Fault Sport Group, LLC (866-637-7678 www.nofault.com) and its certified installation crews.

NOTE – Other products will be allowed only if prior approved as per Section 2.02 Product Substitutions & Approved Equals

2.01 MATERIALS

A. Polyurethane Binder

- 1. Binder for safety surfacing shall be specifically designed for use with rubber granule material for outdoor installations.
- 2. Binder is a single component polyurethane pre-polymer formulated using a polymeric foam of Diphenylmethane 4, 4' Diisocyanate (MDI), Amber Viscosity – 4500cps, NCO content – 9.0, Density – 20dc-68, PCF Flash Point - >390dF, Elongation – 550%, Tensile – 3900 lb./sq. in.
- 3. No toluene diphenyl isocyanate (TDI) shall be used.
- 4. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
- 5. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/l) and no more than 9.5 lbs/gal (1.14 Kg/l)
- 6. COLOR TINTED BINDER WILL NOT BE ALLOWED.

B. SBR (Impact Layer)

- 1. Only 100% shredded styrene butadiene rubber may be used
- 2. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

C. EPDM (Wear Surface)

- 1. EPDM particles shall meet requirements of ASTM D 412 and CSA Z614-98 for tensile strength and elongation; and ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.
- 2. EPDM shall be peroxide cured with an EPDM content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.
- 3. Size of rubber particles shall be not less than 1.00 mm, or greater than 3.0 mm across. with a minimum EPDM content of 25% by weight and certified letter from Manufacturer stating this content. All rubber shall remain consistent in gradation and size.
- 4. STRAND, SHAVED, CHIPPED OR SHREDDED RUBBER IS NOT ACCEPTABLE IN THE POURED CAP.

D. TPV (Wear Surface)

- 1. TPV material shall be angular granules with a Shore A Hardness of 65A ±, a Tensile Strength equal to or greater than 3.0 Mpa, and an Elongation at Break greater than 400%.
- 2. Size of TPV particles shall be not less than 1.00 mm, or greater than 4.0 mm across.
- 3. STRAND, SHAVED, CHIPPED OR SHREDDED MATERIAL OF ANY TYPE IS NOT ACCEPTABLE.

No Fault Safety Surface & SAF DEK for Playgrounds

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2.02 PRODUCT SUBSTITUTIONS & APPROVED EQUALS

- A. All product substitutions must be submitted for preapproval at least fourteen (14) days prior to bid opening date. A complete submittal package, as outlined in Section 1.03 Submittals, must be provided before a substitute product will be considered for preapproval. If the product submitted for preapproval cannot meet all requirements of the submittal package, it will not be considered.
- B. Once all products submitted for substitution have been reviewed, a list of the approved substitutes will be circulated and made available to bidders.

PART 3 – EXECUTION

3.01 SUB-BASE REQUIREMENTS

- A. Owner or Owner's representative shall provide sub-surface in accordance with Manufacturer's recommendation for the project location and application.
- B. The base shall be concrete, asphalt, or compacted stone installed in accordance with Manufacturer's written specifications.
- C. The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' foot straight edge. Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.
- D. Tolerance of concrete or bituminous subsurface shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Tolerance of aggregate subsurface shall be within 3/8 inch (10mm) in 10 ft (3050 mm). Verify that aggregate subsurface has been fully compacted in 2" lifts to 95 percent or greater.
- E. Asphalt base shall be allowed to cure a minimum of fourteen (14) days and new concrete shall be allowed to cure a minimum of seven (7) days prior to commencement of surfacing.
- F. All sub-bases shall be approved by Owner or Owner's Representative prior to installation of the safety surface.
- G. Alternate sub-base material must have prior approval from Manufacturer.

3.02 PREPARATION

- A. Scheduling – No Fault Safety Surface shall be installed after other sub-contractors are complete, the area is free from pedestrian traffic, and under the conditions as outlined in Section 1.06 Project Site Conditions.
- B. Cleaning - The entire subsurface shall be clean, dry and free from any foreign and loose material.

3.03 INSTALLATION

- A. SBR Cushion Layer
 - 1. Polyurethane binder and SBR will be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations.
 - 2. Binder shall be not less than 18 percent (18%), nor more than 22 percent (22%), of the total weight of rubber, and shall provide 100 percent coating of the particles.
 - 3. The SBR and binder mixture will then be poured-in-place by means of screeding, and hand-trowelled to maintain a seamless application.
 - 4. Installation method shall use a measured screed rod 1/16" thicker than the required depth.
 - 5. Whenever practical, SBR cushion layer shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new SBR mixture can be placed before the adhesive dries.
 - 6. Total depth of the safety surface system throughout the playground equipment use zone shall be as required to meet the applicable critical fall height requirements or as specified by Owner or Architect. Therefore, thickness of the SBR cushion layer will be total depth less 3/8" (minimum required thickness of the EPDM wear course layer).
 - 7. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition. When connecting to a concrete curb or border the hardened edge shall be primed with adhesive.
 - 8. The SBR cushion layer surface shall be porous.

No Fault Safety Surface & SAF DEK for Playgrounds

Product Specification

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B. EPDM or TPV Wear Course Layer

1. Polyurethane binder and EPDM or TPV will be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations.
2. The binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.
3. The EPDM or TPV and binder mixture will then be poured-in-place by means of screeding, and hand-trowelled to maintain a seamless application.
4. Installation method shall use a measured screed rod 1/16" thicker than the required depth.
5. The cap will have a minimum weight of 2.2 pounds per square foot.
6. Thickness of wear surface shall be a minimum 3/8 inch.
7. The wear layer shall be porous.
8. If graphic designs and color transitions are used, they shall be full wear course depth. Color(s) to be determined by architect.
9. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition.
10. Large Areas - All areas in excess of 2,000 sq. ft. or that require adjacent color pours will have a cold joint or seam due to the nature of the installation process. Although seldom visible, large areas or adjacent colors require the No Fault Safety Surface material to be installed on separate days.
11. Color: The wear course shall be a blend of 50% Black and 50% Standard Color chosen by the architect or Owner during the submittal process, unless otherwise stated on plans.

3.04 PROTECTION

- A. The synthetic safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the Owner from all traffic during the curing period of 48 to 72 hours after surface installation is complete, or as instructed by the Manufacturer.
- B. Surface installation crew shall be responsible for the protection of No Fault Safety Surface during the installation process. Owner or General Contractor shall be responsible for the protection of the surface during the crew's off hours and during the curing period upon completion of the installation.

3.05 CLEAN UP

- A. Manufacturer's installers shall not leave adhesive on adjacent surface or play equipment. Spills of excess adhesive shall be promptly cleaned.
- B. Manufacturer's installers shall properly dispose of all material and packing waste before leaving the job site.
- C. Owner or contractor shall be responsible for supplying a dumpster at job site for all waste associated with installation of the safety surface.

FOR INDIVIDUAL PROJECT SPECIFICATIONS OR OTHER INFORMATION INCLUDING FALL HEIGHT REQUIREMENTS PLEASE CONTACT

NO FAULT SPORT GROUP, LLC

866-637-7678 (toll free)

WWW.NOFAULT.COM



TEN YEAR WARRANTY
PLAYGROUND SURFACE SYSTEM

Scope of Warranty

No Fault Sport Group, LLC (No Fault) expressly warrants to the Owner that the materials supplied and installed per the contract agreement shall remain free from defects in workmanship and material for a period of ten (10) years from the date of this Warranty as stated below.

This Warranty shall be pro-rated as follows:

- If at any time in years 1-5 of the warranty a warranty claim is made and determined to be valid, No Fault shall repair or replace the affected area without cost to the Owner.
- If a warranty claim is made and determined to be valid in year 6 of the warranty, No Fault shall repair or replace the affected areas at a cost to the Owner of 20% of the repair cost.
- If a warranty claim is made and determined to be valid in year 7 of the warranty,
- No Fault shall repair or replace the affected area at a cost to the Owner of 40% of the repair cost.
- If a warranty claim is made and determined to be valid in year 8 of the warranty, No Fault shall repair or replace the affected area at a cost to the Owner of 50% of the repair cost.
- If a warranty claim is made and determined to be valid in year 9-10 of the warranty, No Fault shall repair or replace the affected area at a cost to the Owner of 75% of the repair cost.

No Fault expressly warrants that if the surface is used as a playground it shall remain at or below 1000 HIC and 200 GMAX as tested in accordance with ASTM F1292 for a period of three (3) years from the date of this warranty. Any repairs/replacements which are necessary as a result of the failure of the system to

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Baton Rouge, LA 70808
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866-637-7678



maintain 1000 HIC and 200 GMAX shall be covered for a period of three (3) years from the date of this warranty.

Owner's Compliance with Maintenance Manual

The warranties stated above are subject to and conditioned upon the Owner's compliance with No Fault maintenance procedures and records.

Exclusions from Warranties

The warranties stated above exclude damage due to:

- Improper or faulty subsurface preparation or base failure
- Shrinkage (which is an inherent characteristic of elastic rubber)
- Normal wear and tear
- Slight color variations or fading
- Improper snow removal or other debris removal
- Neglect, abuse, deliberate act, accident, or vandalism
- Act of God, casualty
- Vehicular traffic
- Improper dry cleaning fluids
- Improper cleaning methods and/or cleaning methods not approved in writing by No Fault.

Warranty Claims Procedure

All warranty claims must be made in writing and sent with photographs to No Fault to the address listed below, within thirty (30) days after Owner has or should have knowledge of the alleged defect. Within a reasonable time of Receipt of notice, No Fault shall have the opportunity to inspect the site and investigate the

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affected area, including the right to take any photographs and/or tests of the area. Any repair or replacement work performed by a party other than No Fault shall invalidate this warranty and terminate any further obligation of No Fault.

Limitation of Warranty/Remedy

If an area of the surface is determined to be covered by this warranty, No Fault's obligations under this warranty shall be to repair or replace the area. The remedy of repair or replacement shall be the Owner's sole and exclusive remedy. Except in the case of personal injury, No Fault shall not be liable for consequential damages. In no event shall No Fault be liable for incidental or punitive damages.

NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE MADE AND ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN ARE DISCLAIMED.

This warranty is issued by No Fault Sport Group, LLC. in the State of Louisiana and shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

DATE: 9/5/14

SIGNATURE:

A handwritten signature in dark ink, appearing to read "Smith", is written over a horizontal line.

On behalf of No Fault Sport Group, LLC.

PROJECT: Grove Park Project

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Baton Rouge, LA 70808
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Approved: <u>Agenda Item 8a</u>
Gary A. Napper City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Kevin Mizuno, Finance Manager, CPA

DATE: December 16, 2014

SUBJECT: Review of the City's Annual Report on Developer Fees for FY 2013-14 in compliance with the reporting requirements of Section 66006 of the State Government Code (AB 1600)

RECOMMENDATION

Staff recommends the City Council receive public comments; adopt the attached Resolution No. __-2014, finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected and authorizing internal accounting adjustments as noted.

BACKGROUND

In 1989, Section 66000 et seq. of the Government Code became effective. When passed in 1987, this section was known as AB1600. When the Legislature passed AB1600, it added a new chapter to the Government Code on fees for development projects. The chapter sets forth a number of requirements that local agencies must follow if they are to exact fees from developers to defray the cost of construction of public facilities related to development projects. Section 66006 mandates the reporting requirements on fees that the local agency must adhere to each fiscal year.

Through the General Plan, the City of Clayton has established the nexus between the development and the capital improvements necessary to mitigate the effects of the development and approved fees to fund the mitigation measures. Further implementation of the fees is established in the Clayton Municipal Code sections related to each fee type.

DISCUSSION

Section 66006 (b)(1) of the Government Code requires each local agency to make public a report on developer fees within 180 days after the last day of each fiscal year. Section 66006 (2) also requires each local agency to review the report at a public meeting not earlier than 15 days after the audit report information is made available to the public. The City of Clayton presented its year-

end audited financial statement and closing reports for fiscal year ended June 30, 2014 at the City Council meeting on November 4, 2014.

The AB 1600 report consists of a brief description of the fee type in the account or fund, the amount of the fee, the beginning and ending balance of the account or fund, the amount of fees collected and the interest earned. If there are funds in the accounts then there is also a requirement to make a finding that there is a reasonable relationship between current needs for and the purposes for which they were originally collected.

Development Impact Fees are due at different times in the stage of a development project. Some of the fees are due at time of final map, or building permit issuance; others not until final occupancy. As outlined in Attachment 4, the City did not collect any development fees in FY 2013-14 as there was not any new development activity. Interest earnings of the Development Impact Fee Fund (No. 304) are apportioned to each development fee fund balance separately.

There are funds in some accounts from prior years' development fee collections. These developer fees are (1) Childcare Facilities; (2) Offsite Arterial improvement; (3) Fire Protection; and (4) Community Facilities. The Marsh Creek Road Sewer Fees, Police Mitigation Fees and Open Space In-Lieu Fees, are not subject to AB 1600 report but included for tracking purposes. The summary of the balances of the various fees are listed on Attachment 2. Attachment 3 shows the outstanding Capital Improvement Program projects for which these funds may be utilized. Details of the fund history are shown in Attachment 4 with detailed expenditure and revenue reports for each fee the City collected provided in Attachment 5. The City Development Impact fee schedule identifying the formula amount and when the fee is collected is shown on Attachment 6.

There are eight reporting requirements on fees that the local agency must adhere to each fiscal year:

1. Create separate capital facilities funds or accounts for each improvement funded with impact fees (Government Code Section 66006(a)).
2. Remit all interest income earned by the fees to the same fund; interest income must be spent solely on the purpose for which the fee was originally collected (Section 66006(a)).
3. Within 180 days after the close of each fiscal year, prepare a public report concerning each impact fee fund. Such report must include the fund's beginning and ending balance for the fiscal year, amount of fees and interest deposited into the fund for the fiscal year, and a description of each expenditure from the fund for that year, including identification of the improvement being funded (Section 66006(b)).
4. Review the report at a public meeting not less than 15 days after the report is released to the public (Section 66006(b)(2)).
5. If fees remain unexpended or uncommitted five years after being collected, the local agency is to make a finding that there remains a reasonable relationship between the current need for the fees and the purposes for which they were originally collected (Section 66001(d)).

6. Refund to current owner of lots or units developed projects any fees, with accrued interest, for which continued need cannot be demonstrated (Section 66001(e)).
7. A local agency must not co-mingle fees with any other revenue, except for temporary investment purposes (Section 66006(a)).
8. A local agency may not spend impact fees for maintenance or operation of improvements funded with impact fees (Section 65913.8).

In addition to the above reporting requirements of Section 66000 of the Government Code, local agencies can not use the fees subject to AB 1600 (developer impact fees) for the maintenance or operation of an improvement, only for public capital facility improvements. This restriction is a requirement of Section 65913.8 of the Government Code, and the City's developer fees are consistent with the definitions of "development project" and "local agency" used in Section 66000 of the Government Code. The annual report reflects the use of all impact fees for capital facility improvements. [the Marsh Creek Road Sewer Fees, the Police Mitigation Fees, and the Open Space In-Lieu Fees are not subject to AB 1600 requirements as they are established as specific project mitigation fees per the projects Environmental Analysis].

The City is in compliance with the eight reporting requirements outlined previously. The following fees subject to the AB 1600 requirements have not yet been utilized by the City to fund capital expenditures in a timeframe exceeding five years: (1) Childcare Facility fees, (2) Offsite Arterial Improvement fees, and (3) Community Facilities fees. Compliance is obtained with criteria number 5 above by adopting a resolution that makes a finding that there remains a reasonable relationship between the current need for the fees and the purpose for which they were originally proposed.

1. **Child Care Facilities:** As of June 30, 2014 there was a fund balance (including interest) of \$43,908 available. Oakhurst Development did not pay into these funds as it was established after Oakhurst was approved. As a result of the small fund balance, long periods have been necessary to achieve the resources sufficient to finance the costs for child care related facilities or improvements. These funds are available to be used for the after-school care equipment for services or programming of the Gym. Purchases of these capital assets will assist in the development of the Middle School Gym after-school childcare needs. During the 1990's some funds were provided to the Contra Costa Child Care Council for material needs of programs and to provide outreach to Clayton residents as to home and other child care opportunities and programs. There is a need to continue this impact fee in order to collect sufficient funds to address future new capital needs for childcare. In FY 2013-14 the City allocated approximately \$489 in interest to the fund.
2. **Parkland Dedication:** As of June 30, 2014 there was a fund balance (including interest) of \$61,607 available. During FY 2013-14 no parkland dedication fees were collected as there was no project activity requiring payment of this fee. These funds are collected when a development project files its final map. Interest earnings of \$686 were allocated to this fund in FY 2013-14.

The balance of this account is largely attributable to FY 2010-11 revenues (\$55,885) derived from the contribution of City administrative fees associated with the wind-down of the Oakhurst Assessment District (OAD). As outlined in the FY 2010-11 AB 1600 staff report dated February 19, 2013, the intent of this transfer was to reimburse the Parkland

Dedication account for costs associated with the Clayton Community Park Upgrades (CIP No. 10407). However the Project Completion Report for the 2010 Neighborhood Street Program (CIP No. 10409) had previously directed these OAD residual monies to be used to cover project overages, supporting a conclusion the transfer of these funds to the Parkland Dedication account was an accounting error in FY 2010-11 as the specified OAD monies had already been earmarked. Staff has calculated that the inclusion of interest earnings on the FY 2010-11 OAD transfer results in a total of \$59,297 owed by the Development Impact Fee Fund to the CIP Fund. In the current year (FY 2014-15) staff proposes to remediate this past accounting error by transferring \$59,297 to the CIP Fund (No. 303) to effectively zero out the remaining project deficit of the 2010 Pavement Rehabilitation Program. After this adjustment the balance of the Parkland Dedication fund account will be reduced to \$2,310 in FY 2014-15.

3. **Offsite Arterial:** As of June 30, 2014 there was a fund balance (including interest) of \$189,919 available. These funds can only be used for non-maintenance capital projects on arterial roads which are Oakhurst Blvd., Marsh Creek Road, Pine Hollow Road, and Clayton Road. In FY 2013-14 the City allocated approximately \$2,114 in interest to the fund. The current balance is primarily derived from the accumulation of collections over the past eight fiscal years from six projects (Pine Hollow Estates, Mitchell Creek PI, Longs, Flora Square, Village Market, and Diablo Estates).

The collection of fees pertaining to the Pine Hollow Estates, Mitchell Creek, Longs, Flora Square, and Village Market developments have not been expended within 5 years as of the year ended June 30, 2014. These fees will be used for projects outlined in the City's CIP budget such as traffic signals on eastern Marsh Creek Road, Pine Hollow Road Upgrades etc., for which costs, estimated at \$1.5 million, exceed currently available funds. As such, more time is necessary to collect sufficient funds for these larger projects. Additional funding for these projects is expected to come from other sources such as Measure J, gas taxes, federal/state/regional grants, and other sources. In general, the City does not have control over the funding process from other agencies. However, the City must have adequate funds on hand to leverage and provide matching funds as required when other funds do become available to the City and maintain a competitive position to obtain the funds when they become available. Therefore a need exists to continue this impact fee.

4. **Fire Protection:** As of June 30, 2014 there was a fund balance (including interest) of \$7,507 available. In FY 1999-00, the City's former RDA provided a loan of \$350,000 to help finance the new Fire District's Clayton Fire Station. All Fire Mitigation funds to that time were also directed to this project/loan. During FY 2013-14 the City allocated interest of approximately \$83 to the fund. To-date, the former RDA loan has not been fully repaid to the Successor Agency from the mitigation fees. As of June 30, 2014 the loan balance was \$295,238. Pursuant to the RDA dissolution processes pursuant to ABx1 26 and AB 1484, future Fire Protection fees collected will be held in the impact fee fund account until the RDA dissolution and interagency loan processes/approvals with Dept. of Finance have been better understood. However since there is still an outstanding loan balance there is a need exists to continue this impact fee.
5. **Community Facilities:** As of June 30, 2014 there was a fund balance (including interest) of \$18,016 available. These funds are limited for improvements to City owned facilities

(buildings and associated grounds). These and future funds are restricted for future new capital projects such as the Keller House renovation, Endeavor Hall, Library, City Hall, or Corporation Yard improvements or upgrades, which combined total exceeds \$1.7 million. Therefore there is a demonstrated need to continue this impact fee. During FY 2013-14 the City allocated approximately \$200 in interest to the fund.

6. **Marsh Creek Road Sewer:** In FY 2004-05 the City established a Marsh Creek Road Sewer Impact fund for tracking purposes. This fund was initially loaned \$60,000 from the City General Fund to advance a master Sewer Plan for the Marsh Creek Road Specific Plan area. To-date a total of \$63,566 in costs has been incurred for studies to determine a future development impact fee. These total costs have been partially offset by a total of \$1,520 in interest earnings on proceeds from the original general fund loan. Up until FY 2012-13, negative interest was apportioned to the Marsh Creek Road Sewer account due to the deficit balance that had accumulated. Beginning FY 2013-14, rather than apportioning negative interest based on the deficit fund balance, interest expense of \$156 was calculated using the monthly average LAIF interest rate in FY 2013-14 (approx. 0.249%). The balance of the loan due to the General Fund, adjusted for additional costs and interest as noted previously, is \$62,580 as of June 30, 2014. Resulting from additional costs and interest, the Marsh Creek Road Sewer impact fee account reported a deficit of \$2,580 as of June 30, 2014. In the future, collection of Marsh Creek Road Sewer developer impact fees will be essential to repay the General Fund loan initiated in FY 2004-05 to kick start this program.
7. **Police Service Mitigation Fee:** As of June 30, 2014 there was a fund balance (including interest) of \$69,379 available. The City has in certain newer development projects through the CEQA process, identified impacts to Police Services and developed a mitigation measure to provide funding to reduce the identified impact. The fees are determined on a project-by-project basis through the CEQA process and are not subject to AB 1600 reporting requirements but are included for tracking purposes only, similar to Marsh Creek Road Sewer fund. During FY 2013-14 the City used approximately \$1,818 to finance the acquisition of police defense equipment and allocated approximately \$778 in interest to the fund.
8. **Open Space (active/passive) In Lieu Contribution Fee:** As of June 30, 2014 the fund balance was \$275,484 (including interest earnings). In 2007 the City adopted a new ordinance provision, [Section 17.28.100C. (a),(b)] allowing an option for Planned Development zoned projects, in lieu of providing the on site open space (active and/or passive), a financial contribution could be provided. The funds collected for the active requirement can be used for the acquisition and/or maintenance of active recreation areas in the City's park system. The passive portion can be used for maintenance of the City's trail system. The option for consideration of a developer request in lieu fee payment lies with the City. There is no set amount as it is determined on a case by case basis using criteria in the establishing ordinance and it is not subject to AB 1600 reporting requirements. This fee is included in the annual developer impact fee report for tracking purposes only. In FY 2013-14 the City allocated approximately \$3,067 in interest to the fund.

SUMMARY

To comply with AB 1600, the City Council must make findings that there is a reasonable relationship between current need for the fees and the purposes for which they were originally charged as demonstrated by programming of fees in the CIP and city budget. It is important that the City Council make these findings to ensure continuance of funding resources for these important programs.

Although AB 1600 requires that fees collected from developers be expended within five years, the law, as noted previously, also allows exceptions. Exceptions are provided in recognition that some projects require an extended planning period. There can be a number of reasons for this and may include: project costs can be of a magnitude it that requires longer than five years for costs required to accrue; or matching funds may not be available within the five-year period.

As indicated in Attachment 3, City's Capital Improvement Program, there are many projects that have time frames that vary widely notably being Parks, Community Facility, as well as street improvements which total over \$16,659,818. Of these about \$9,716,224 are eligible project costs for which collected development fees may be utilized. The fund needs for the identified projects are far greater than the amount of fees that are possible to collect in a five-year period. Construction will only be possible by leveraging these funds to obtain matching monies from state gas tax apportionments, Measure J, or grants (federal/state/regional) and other sources.

The City has shown that there remains a nexus between current needs for these impact fees and the purposes for which they were originally and are still needed in the future to be collected. This was accomplished by Council's prior approval of the City's CIP which indicate the projects to be constructed and directing staff to allocate the collected funds to the various projects. In addition the City has demonstrated that is has expended costs for the new fire station that exceeded funds currently available to repay the former RDA as well as costs for the Gym to continue to enhance after school child care program needs at the new gym.

As noted above, AB 1600 requires that within 180 days of the close of the fiscal year, the City make available to the public the beginning and ending balance of each fee for the fiscal year, the fee interest and other income, the amount of expenditure, and fund allocations by fee category.

Staff believes that the intent of the legislation is to provide a reasonable period of time to close the books in order to provide accurate financial information, including all outstanding expenditures and revenues for the entire fiscal year. The City presented its FY 2013-14 year-end financial statements on November 4, 2014.

As also noted above, not less than 15 days after the information is made public, the City Council is required to review this information at its next regularly scheduled public meeting. Since this information was made available to the public on October 31, 2014 with the posting of the City Council agenda materials online, the information will be placed on the January 6, 2015 City Council agenda for review and acceptance, in compliance with the reporting requirements.

FISCAL IMPACT

The adoption of the attached Resolution authorizes a transfer of \$59,297 from the Development Impact Fee Fund (No. 304) Parkland Dedication Fee account to the CIP Fund (No. 303) in the current fiscal year. This transfer incorporates interest to-date on the erroneous transfer made in

FY 2010-11 from the OAD fund to the Development Impact Fees Fund, and will effectively close out the deficit previously reported in the CIP Fund for the 2010 Pavement Rehabilitation Project (CIP No. 10409).

CONCLUSION

Staff recommends that Council adopt the attached Resolution, No. __-2014, finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected. The Resolution also authorizes an inter-fund transfer of \$59,297 from the Development Impact Fee Fund (No. 304) to the CIP Fund (No. 303) to eliminate the residual 2010 Pavement Rehabilitation Project deficit as specified in the Fiscal Impact section above.

Attachments:

1. Resolution No __-2014
2. Fee Fund Balance Summary
3. Capital Improvement Program Projects with Funding needs
4. Fund History Detail
5. Revenue/Expenditure Fund detail
6. Impact Fee schedule

RESOLUTION NO. ____-2014

**A RESOLUTION FINDING THAT THERE REMAINS A REASONABLE
RELATIONSHIP BETWEEN CURRENT NEEDS FOR THE CITY'S DEVELOPMENT
IMPACT FEES AND THE PURPOSES FOR WHICH THEY WERE ORIGINALLY
CHARGED (GOVERNMENT CODE SECTION 66000 ET. SEQ.)
RELATED TO THE CITY'S ANNUAL REPORT ON DEVELOPER FEES FOR
FY 2013-14**

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

WHEREAS, the City's adopted General Plan, and Capital Improvement Program identifies improvements necessitated by continued development in the City and fees pay for development impacts; and

WHEREAS, the City has been authorized by Municipal Code Sections 3.16.020 (Community Facilities), 3.18.040 (Fire Protection), 16.12.010 (Parkland Dedication), 16.60.050 (Childcare), and Resolution 36-81 (Offsite Arterial Streets), to establish and collect these impact fees; and

WHEREAS, the City has established discrete accounts and fees to finance the construction of these improvements as mitigation measures for continued development within the City; and

WHEREAS, the City annually adopts a comprehensive Capital Improvement Program to prioritize improvements and allocates funds to construct the improvements as mitigation for continued development in the City; and

WHEREAS, these improvements are scheduled to be constructed over time as sufficient funds become available; and

WHEREAS, many of these identified improvements are of such size that sufficient funds have not been collected or obtained in order to construct these improvements by expending fees collected within the five-year expenditure period provided by Government Code Section 66001(d); and

WHEREAS, there continues to be a distinct nexus between continued development and the necessity to mitigate developments impacts; and

WHEREAS, fees collected previously and in the future are necessary to fund future improvements as indicated in the City's Capital Improvement Program; and/or to reimburse the Agency and/or City for the advance funding to construct the Fire Station and the Community Gym/after school-childcare room; and

WHEREAS, certain fees collected in the Child Care, Offsite Arterial, and Community Facility accounts have not been expended in a timeframe exceeding five years, however are still necessary pursuant to AB1600 for the purpose in which they are collected as project costs exceed current available funds collected thus it will take longer to collect the necessary funds for the improvements and capital assets as identified in the City's adopted CIP; and

WHEREAS, on July 6, 2010 the City Council directed staff to utilize \$55,000 in City revenues resulting from the dissolution of the Oakhurst Assessment District (OAD) to fund capital costs associated with the 2010 Neighborhood Street Program (CIP No. 10409); and

WHEREAS, an internal reconciliation of the Capital Improvement Fund (No. 303) identified that the said OAD general purpose revenues (\$55,000) were mistakenly transferred by staff to the Parkland Dedication Fee Account of the Development Impact Fee Fund (No. 304) in FY 2010-11 rather than to the Capital Improvement Fund; and

WHEREAS, staff has calculated that interest allocations to the Parkland Dedication Fee account resulting from the FY 2010-11 OAD transfer amounts to approximately \$4,297.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby accept the above Recitals as fact, and finds that there remains a reasonable relationship between the current need for the impact fees and the purposes for which they were originally collected; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to cause to be transferred an amount totaling \$59,297 from the Parkland Dedication Fee account (Fund No. 304) to the Capital Improvement Fund (No. 303) to help eliminate project deficits remaining in the 2010 Neighborhood Street Program (CIP No. 10409).

Section 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 16th day of December, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

ALLOCATED
FUND BALANCE
AS OF 6-30-14

ATTACHMENT 2

FUND	(A) FUND BALANCE	(B) RESERVES	(C) DESIGNATED	(D) TOTAL ALLOCATED FUND BALANCE (B+C=D)	(E) UNALLOCATED RESERVES (A-D)
CHILDCARE FACILITIES	43,908		43,908	43,908	-
PARKLAND DEDICATION	61,607		61,607	61,607	-
OFFSITE ARTERIAL IMPROVEMENT	189,919		189,919	189,919	-
FIRE PROTECTION FEES	7,507		7,507	7,507	-
COMMUNITY FACILITIES	18,016		18,016	18,016	-
MARSH CREEK ROAD SEWER FEES	(2,580)		(2,580)	(2,580)	-
POLICE IMPACT FEES	69,379		69,379	69,379	-
OPEN SPACE IN-LIEU FEES	275,484		275,484	275,484	-
TOTAL	663,241	-	663,241	663,241	-

Footnotes:

- | | |
|---------------------------------------|------------|
| 1. Fire Station loan balance from RDA | \$ 295,238 |
| 2. Sewer Study loan balance from GF | \$ 62,580 |

CITY OF CLAYTON
CAPITAL IMPROVEMENT PROGRAM FY 2014/15 to 2018/19

Summary of Project Costs by Fiscal Year

**Deleted by City Council

Project Number	Project Category	Project Description	Prior Year Funding	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	Future Costs	Total Budget
10330	Streets	Overlays	\$ 514,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 514,000.00
10331	Streets	Slurry Seals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10332	Streets	High Street Bridge	\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00
10333	Streets	Marsh Creek Road - TEA-21	\$ 1,300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300,000.00
10334	Parks	Community Dog Park	\$ 27,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,500.00
10335	Parks	El Molino Park	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
10336	Parks	Lydia Lane Park Ph. II	\$ 48,814.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,814.00
10337	Facilities	Keller House Preservation	\$ 219,523.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,523.00
10337A	Facilities	Keller House Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10338	Facilities	Endeavor Hall	\$ 1,450,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,780,477.00	\$ 1,780,477.00
10339	Facilities	Youth Center/Cym	\$ 4,900,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,900,000.00
10340	Landscape	Marsh Creek Road Landscape	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000.00
10341	Streets	Center Street Crossing	\$ 172,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172,000.00
10342	GHAD	Windmill Debris Basin	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
10343	GHAD	Crow Debris Basin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10344	GHAD	Obsidian Landslide (in 10347)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00
10345	GHAD	Clayton Rd. Landslides	\$ 1,240,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,240,000.00
10346	GHAD	Black Diamond Landslide**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10347	GHAD	V-ditch Repairs	\$ 144,063.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,063.00
10347A	GHAD	Eagle Peak Slope Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10348	GHAD	Keller Ridge Drive Area Slope Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000.00	\$ 1,250,000.00
10349	GHAD	Community Park Slide Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00
10350	Facilities	Downtown Elec. Conn.	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00
10351	Facilities	Fire Station	\$ 1,610,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,610,000.00
10352	Landscape	Library Landscaping	\$ 194,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,000.00
10353	Streets	Downtown Revitalization	\$ 3,003,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,003,500.00
10354	Streets	Four Oaks Area	\$ 237,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,700.00
10355	Streets	Oak Street Bridge	\$ 62,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,000.00
10356	Landscape	Westwood Open Space	\$ 166,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,000.00
10357	Facilities	Old City Hall Renovation	\$ 72,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,000.00
10358	Facilities	Grove Property Acquisition	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
10359	Facilities	Endeavor Hall Parking I	\$ 108,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,000.00
10360	Facilities	Endeavor Hall Parking II	\$ 165,500.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,500.76
10361	Facilities	Stanley Property**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10362	Facilities	Stanley Property Parking**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10363	Facilities	Corp. Yard Expansion	\$ 598,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598,720.00
10364	Streets	Downtown Signage**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10365	Facilities	Library Parking Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10366	Facilities	Police Parking Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10367	Parks	Downtown Park	\$ 2,009,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,009,700.00
10368	Parks	City Hall Park**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10369	Streets	Marsh Creek Road Narrowing**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10370	Creeks	Creek Revitalization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00	\$ 3,000,000.00
10371	Streets	Survey Monuments	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
10372	Streets	Traffic Signal Modifications	\$ 9,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,900.00
10373	Streets	Peacock Creek Dr. Signal	\$ 155,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,000.00
10374	Parks	North Valley Park	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00
10375	Parks	Samuel Ct. Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10376	Facilities	Equestrian Staging Area	\$ 140,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000.00	\$ 85,000.00
10377	Streets	DVMS - Right Turn Lane	\$ 51,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,100.00
10378	Streets	Keller Ridge Drive Planters	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00

Summary of Project Costs by Fiscal Year

**Deleted by City Council

Project Number	Project Category	Project Description	Prior Year Funding	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	Future Costs	Total Budget
10379	Streets	Pine Hollow Road - Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,000.00	\$ 325,000.00
10380	Parks	Community Park - Rt. Turn Lane**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10381	Parks	Bocce Ball Courts	\$ 43,431.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,431.00
10382	GHAD	Inclinometers	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
10383	GHAD	Keller Ridge Drive Subdrain	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
10384	Streets	Mitchell Canyon Rd. Overlay	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00
10385	Parks	Community Park Tot Lot Upgrade	\$ 112,496.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,496.00
10386	GHAD	Wells**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10387	Streets	Pavement Rehab 2002/03	\$ 994,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 994,000.00
10388	Streets	Pavement Rehab 2003/04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10389	Streets	Pavement Rehab 2004	\$ 537,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 537,650.00
10390	Streets	Pavement Rehab 2005**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10391	Streets	Pavement Rehab 2006	\$ 11,190,552.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,190,552.00
10392	Sewers	Oak - High Street	\$ 384,718.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,718.00
10393	Parks	Skateboard Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00	\$ 750,000.00
10394	Streets	Handicap Ramps - RDA Area	\$ 60,182.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,182.00
10394A	Streets	ADA Compliance Program	\$ 22,190.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 447,810.00	\$ 500,000.00
10395	Streets	Catch Basin Modifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
10396	Streets	East Marsh Creek Road Signal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00	\$ 350,000.00
10397	Streets	Utility Undergrounding	\$ 257,469.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 2,637,531.00	\$ 3,000,000.00
10398	Streets	Clayton Rd. MCR Slurry Seal	\$ 235,456.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235,456.00
10399	Sewers	Pine Hollow Area	\$ 141,596.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,596.00
10400	Other	Downtown Economic Development	\$ 125,738.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,738.00
10400A	Other	Town Center Property Purchase	\$ 1,040,843.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,040,843.00
10401	Streets	Pedestrian Xing Signals**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10402	Streets	Clayton Road Trail Connection	\$ 264,879.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,879.00
10403	Streets	Downtown Entry Signage (in 10402)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10404	Streets	Marsh Creek Rd. Retaining Wall	\$ 319,980.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 319,980.17
10405	Streets	2007 Pavement Patching Project	\$ 128,684.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,684.22
10406	Streets	2008 Pavement Rehab Project	\$ 1,060,427.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,060,427.62
10407	Streets	Clayton Road Trail Connection	\$ 465,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 465,000.00
10408	Streets	2009 Pavement Rehab Project**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10409	Streets	2010 Pavement Rehab Project	tbd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10410	Streets	2011 Neighborhood Street Project**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10411	Streets	2012 Neighborhood Street Project**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10412	Streets	2009 Arterial Overlay Project	\$ 513,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,460.00
10413	Parks	Community Park Parking Lot Exp.	\$ 1,056,717.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,056,717.00
10414	Streets	East Marsh Creek Rd. Upgrade	\$ 100,000.00	\$ 1,022,224.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,122,224.00
10415	Parks	Well Renovation	\$ 23,895.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,895.00
10416	Streets	Marsh Creek Rd. (old) Overlay	\$ 430,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 430,300.00
10417	Streets	2013 Neighborhood Street Project	\$ 1,263,258.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,263,258.00
10418	Streets	2014 Neighborhood Street Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10419	Parks	Community Park Lighting, etc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,084,000.00	\$ 4,084,000.00
10420	Parks	School Bridge Area Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ 200,000.00
10421	Creeks	Cardinet Trail Restoration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
10422	Sewers	El Molino Drive Sanitary Sewer Impr.	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000.00	\$ 330,000.00
10423	Facilities	Library Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
10424	Streets	2015 Neighborhood Street Project	\$ -	\$ 341,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341,140.00
10425	Streets	Collector Street Rehabilitation Project	\$ -	\$ 430,045.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 430,045.00
10426	Facilities	City Hall Parking Area Rehabilitation	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
10427	Facilities	Library Parking Lot Rehabilitation	\$ 51,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,000.00
10428	Facilities	Lydia Lane Park Parking Rehabilitation	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000.00
10429	Facilities	2012 Trail Repaving Project	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00
10430	Landscape	Clayton Road Median Landscaping	\$ 320,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000.00
10431	Landscape	Daffodil Hill Landscaping	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
10432	Streets	2016 Neighborhood Street Project	\$ -	\$ -	\$ 417,000.00	\$ 417,000.00	\$ -	\$ -	\$ -	\$ 834,000.00
10433	Streets	DVMS Safety Signing	\$ 23,462.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,462.00
10434	Parks	CCCP Scoreboard Replacement	\$ 46,244.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,244.00
10435	Facilities	Library HVAC Replacement	\$ 127,547.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,547.00
10436	Streets	2018 Neighborhood Street Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Totals			\$ 41,573,195.77	\$ 1,820,409.00	\$ 444,000.00	\$ 444,000.00	\$ 444,000.00	\$ 444,000.00	\$ 16,639,818.00	\$ 61,829,422.77

Red denotes completed projects

Green denotes active projects funded in FY 14/15

Blue denotes active projects funded prior to FY 14/15

** Deleted by City Council

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Creeks	10370	Creek Revitalization

DESCRIPTION - LOCATION

Clean out creeks, improve access to creek banks, reinforce creek banks and repair adjacent trails where needed, replace riparian vegetation.

City-Wide

COMMENTS

Catch-all project for when City hits the lottery.

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design								
Construction							\$3,000,000	\$3,000,000
CM/Inspection								
ROW Acquisition								
Other								
TOTAL							\$3,000,000	\$3,000,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$3,000,000	\$3,000,000
Total							\$3,000,000	\$3,000,000

City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Facilities	10337A	Keller House Rehabilitation

DESCRIPTION - LOCATION

Rehabilitation of historical ranch home and grounds located across Mt. Diablo Creek from the library.



COMMENTS

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design								
Construction							\$2,000,000	\$2,000,000
CM/Inspection								
ROW Acquisition								
Other								
TOTAL							\$2,000,000	\$2,000,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$2,000,000	\$2,000,000
Total							\$2,000,000	\$2,000,000

City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Streets	10375	Samuel Ct. Park

DESCRIPTION - LOCATION

Install landscaping and irrigation improvements.

COMMENTS



Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design							\$5,000	\$5,000
Construction							\$75,000	\$75,000
CM/Inspection							\$5,000	\$5,000
ROW Acquisition								
Other								
TOTAL							\$85,000	\$85,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$85,000	\$85,000
Total							\$85,000	\$85,000

City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Streets	10379	Pine Hollow Rd. - Upgrade

DESCRIPTION - LOCATION

Improve City entry on Pine Hollow Road with new painting, monument sign, etc.



COMMENTS

Revised 3/08/10. Widen north side of Pine Hollow Road with new curb, gutter, and sidewalk between Pine Hollow Estates and westerly City Limit.

Work will require acquisition of right of way for new improvements. Conform paving will cross City Limit line into Concord. Install previously purchased entry sign on south side of roadway within existing pavement/ROW area.

Originally scheduled for funding from Measure J. This funding has been transferred for the overlay of Marsh Creek Road (old), CIP Project No. 10416.

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design								\$25,000
Construction								\$235,000
CM/Inspection								\$15,000
ROW Acquisition								\$50,000
Other								
TOTAL								\$325,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded								\$325,000
Total								\$325,000

City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Parks	10393	Skateboard Park

DESCRIPTION - LOCATION

Construct skateboard park at an undetermined location.

COMMENTS

Undetermined

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design							\$45,000	\$45,000
Construction							\$650,000	\$650,000
CM/Inspection							\$45,000	\$45,000
ROW Acquisition								
Other								
TOTAL							\$750,000	\$750,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$750,000	\$750,000
Total							\$750,000	\$750,000

City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Streets	10396	East Marsh Creek Road Traffic Signal

DESCRIPTION - LOCATION

Install traffic signal on Marsh Creek Road
somewhere east of Diablo Parkway.



COMMENTS

City Council postponed project.

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design							\$20,000	\$20,000
Construction							\$230,000	\$230,000
CM/Inspection							\$20,000	\$20,000
ROW Acquisition								
PG&E Poles							\$80,000	\$80,000
TOTAL							\$350,000	\$350,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$350,000	\$350,000
Total							\$350,000	\$350,000

City of Clayton

2014/15-2018/19 Capital Improvement Program

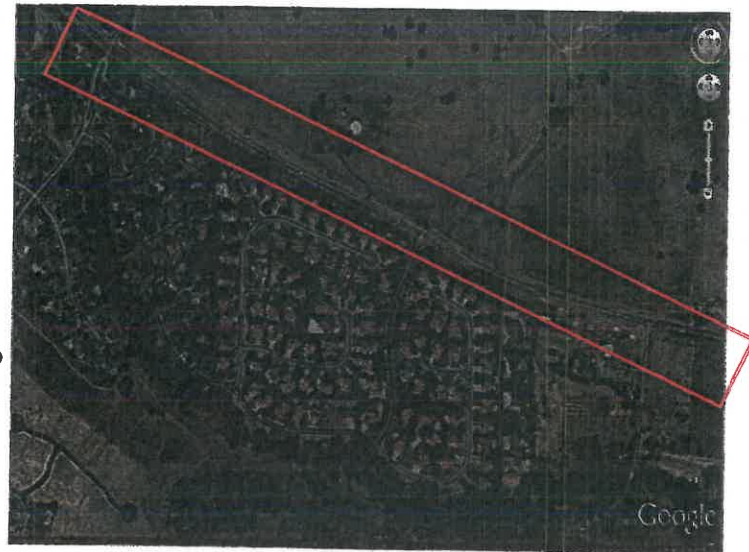
Category	Project Number	Project
Streets	10414	East Marsh Creek Road Upgrade

DESCRIPTION - LOCATION

Widen existing roadway to provide two full-width travel lanes, bike lanes, shoulders and pedestrian paths.

COMMENTS

Due to possible land movement areas and steep grades along the roadway, there may be the need for additional right of way in order to complete the proposed work. The stormwater requirements coming into effect will necessitate some type of water treatment.



Original budget was \$1,200,000; \$119,000 transferred to Marsh Creek Road (old) Overlay project , CIP Project No. 10416; upon completion of 10416, \$41,224 transferred back to 10414.

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design	\$30,000							\$30,000
Final Design	\$60,000							\$60,000
Construction		\$942,224						\$942,224
CM/Inspection		\$60,000						\$60,000
ROW Acquisition		\$30,000						\$30,000
Other								
TOTAL	\$90,000	\$1,032,224						\$1,122,224

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Measure J (grant)	\$100,000	\$1,022,224						\$1,122,224
Total	\$100,000	\$1,022,224						\$1,122,224

City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Parks	10419	Community Park Lighting, & Resurfacing

DESCRIPTION - LOCATION

Install sports field lighting, remove and replace turf with synthetic surfacing at Clayton Community Park

COMMENTS

Cost estimates per Cost-Benefit Analysis prepared by PMC and dated August 31, 2009



Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design								
Construction							\$4,084,000	\$4,084,000
CM/Inspection								
ROW Acquisition								
Other								
TOTAL							\$4,084,000	\$4,084,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$4,084,000	\$4,084,000
Total							\$4,084,000	\$4,084,000

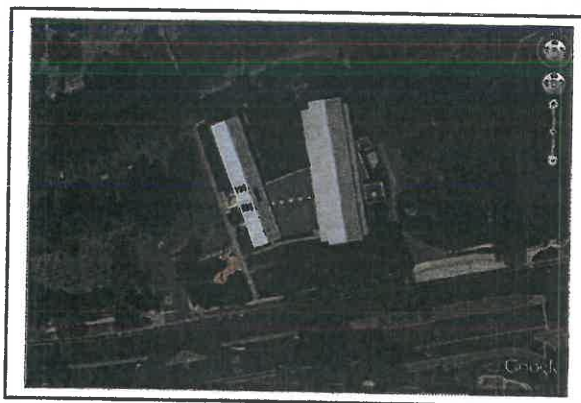
City of Clayton

2014/15-2018/19 Capital Improvement Program

Category	Project Number	Project
Streets	10423	Library Upgrades

DESCRIPTION - LOCATION

Construct improvements to update Library including automatic checkout facilities, coffee/snack bar, etc.



COMMENTS

Includes 3,500 sf building addition plus new equipment and furniture

Estimated Cost	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Preliminary Design								
Final Design								
Construction							\$850,000	\$850,000
CM/Inspection								
ROW Acquisition								
Other							\$150,000	\$150,000
TOTAL							\$1,000,000	\$1,000,000

Funding (Sources)	Prior Yrs.	2014-15	2015-16	2016-17	2017-18	2018-19	Future	TOTAL
Unfunded							\$1,000,000	\$1,000,000
Total							\$1,000,000	\$1,000,000

City of Clayton

DEVELOPMENT IMPACT FEES
REVENUES & EXPENDITURES
FY 2005 to FY 2014

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Ending Balance
CHILDCARE FACILITY FEES											
REVENUE											
Childcare Facility Fees (5307)	-	-	-	6,483	-	-	-	3,485	1,435	-	11,403
Interest	780	487	662	1,105	1,024	1,417	404	966	570	489	8,453
EXPENDITURES											
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-
Total Revenue/over(under) Expenditures	780	487	662	7,588	1,024	1,417	404	4,451	2,005	489	19,856
OTHER FINANCING SOURCES (USES)											
Operating Transfers in	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers out	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	-
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	780	487	662	7,588	1,024	1,417	404	4,451	2,005	489	19,856
FUND BALANCE JULY 1	24,601	25,381	25,868	26,530	34,118	35,142	36,559	36,963	41,414	43,419	43,908
FUND BALANCE JUNE 30	25,381	25,868	26,530	34,118	35,142	36,559	36,963	41,414	43,419	43,908	
PARKLAND DEDICATION FEES											
REVENUE											
Parkland Dedication Fees (5313)	-	21,912	23,121	60,016	280	-	55,885	-	-	-	161,214
Interest	1,815	455	1,210	3,634	12	2,238	302	1,404	800	686	13,901
EXPENDITURES											
Community Park Tot Lot CIP 092	6,500	-	-	-	-	-	-	-	-	-	81,500
Downtown Park CIP 090	-	57,234	-	-	-	-	-	-	-	-	57,234
Community Park Upgrades CIP 10407	-	-	-	112,443	-	-	-	-	-	-	112,443
Total Expenditures	6,500	57,234	-	112,443	-	-	-	-	-	-	251,177
Total Revenue/over(under) Expenditures	(4,685)	(34,867)	24,331	(48,793)	292	2,238	56,187	1,404	800	686	(76,062)
OTHER FINANCING SOURCES (USES)											
Operating Transfers in	-	280	-	-	-	-	-	-	-	-	280
Operating Transfers out	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	280	-	-	-	-	-	-	-	-	280
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	(4,685)	(34,587)	24,331	(48,793)	292	2,238	56,187	1,404	800	686	(75,782)
FUND BALANCE JULY 1	63,734	59,049	24,462	48,793	-	292	2,530	58,717	60,121	60,921	61,607
FUND BALANCE JUNE 30	59,049	24,462	48,793	-	292	2,530	58,717	60,121	60,921	61,607	

DEVELOPMENT IMPACT FEES
REVENUES & EXPENDITURES
FY 2005 to FY 2014

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Ending Balance
OFFSITE ARTERIAL IMPROVEMENT FEES											
REVENUE											
Offsite Arterial Improvement Fees (5314)	-	11,648	-	114,147	-	-	-	24,753	10,192	-	160,740
Interest	77	271	369	4,317	4,163	5,476	3,423	4,090	2,466	2,114	26,797
EXPENDITURES											
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-
Total Revenue/over(under) Expenditures	77	11,919	369	118,464	4,163	5,476	3,423	28,843	12,658	2,114	187,536
OTHER FINANCING SOURCES (USES)											
Operating Transfers in	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers out	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	-
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	77	11,919	369	118,464	4,163	5,476	3,423	28,843	12,658	2,114	187,536
FUND BALANCE JULY 1	2,414	2,491	14,410	14,779	133,242	137,405	142,881	146,304	175,147	187,805	189,919
FUND BALANCE JUNE 30	2,491	14,410	14,779	133,242	137,405	142,881	146,304	175,147	187,805	189,919	
FIRE PROTECTION FEES											
REVENUE											
Fire Protection Fees (5317)	-	-	-	8,397	2,700	-	-	5,100	2,100	-	20,697
Interest	-	-	-	281	476	-	-	122	102	83	2,025
EXPENDITURES											
Reimbursement for Clayton Fire Station	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-
Total Revenue/over(under) Expenditures	-	-	-	8,678	3,176	-	-	5,222	2,202	83	22,722
OTHER FINANCING SOURCES (USES)											
Operating Transfers in	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers out	42,908	-	-	-	-	11,854	-	-	-	-	54,762
Total Other Financing Sources (Uses)	(42,908)	-	-	-	-	(11,854)	-	-	-	-	(54,762)
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	(42,908)	-	-	8,678	3,176	(11,854)	-	5,222	2,202	83	(32,040)
FUND BALANCE JULY 1	42,908	-	-	-	8,678	11,854	-	-	5,222	7,424	7,507
FUND BALANCE JUNE 30	-	-	-	8,678	11,854	-	-	5,222	7,424	7,507	

DEVELOPMENT IMPACT FEES
REVENUES & EXPENDITURES
FY 2005 to FY 2014

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Ending Balance
COMMUNITY FACILITIES FEES											
REVENUE											
Community Facilities Fees (5323)	-	3,600	-	19,041	-	-	-	7,650	3,150	-	33,441
Interest	(382)	(169)	(230)	329	214	-	1,107	337	234	200	1,375
EXPENDITURES											
Corp Yard CIP 060	-	-	-	-	-	-	-	-	-	-	-
Endeavor Hall Shudders	-	-	-	-	5,024	-	-	-	-	-	-
Total Expenditures	-	-	-	-	5,024	-	-	-	-	-	5,024
Total Revenue/over(under) Expenditures	(382)	3,431	(230)	19,370	(4,810)	-	1,107	7,987	3,384	200	29,792
OTHER FINANCING SOURCES (USES)											
Operating Transfers in	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers out	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	-
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	(382)	3,431	(230)	19,370	(4,810)	-	1,107	7,987	3,384	200	29,792
FUND BALANCE JULY 1	(12,041)	(12,423)	(8,992)	(9,222)	10,148	5,338	5,338	6,445	14,432	17,816	18,016
FUND BALANCE JUNE 30	(12,423)	(8,992)	(9,222)	10,148	5,338	5,338	6,445	14,432	17,816	18,016	
MARSH CREEK RD SEWER FEES											
REVENUE											
Marsh Creek Rd Sewer Fees	-	-	-	-	-	-	-	-	-	-	-
Interest	947	243	330	(37)	(88)	-	(142)	(56)	(32)	(156)	987
EXPENDITURES											
Marsh Creek Road Sewer Survey	29,239	18,112	-	14,344	976	-	-	-	-	-	63,567
Total Expenditures	29,239	18,112	-	14,344	976	-	-	-	-	-	63,567
Total Revenue/over(under) Expenditures	(28,292)	(17,869)	330	(14,381)	(1,064)	-	(142)	(56)	(32)	(156)	(62,580)
OTHER FINANCING SOURCES (USES)											
Operating Transfers in General Fund Loan	60,000	-	-	-	-	-	-	-	-	-	60,000
Operating Transfers out	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	60,000	-	-	-	-	-	-	-	-	-	60,000
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	31,708	(17,869)	330	(14,381)	(1,064)	-	(142)	(56)	(32)	(156)	(2,580)
FUND BALANCE JULY 1	(918)	30,790	12,921	13,251	(1,130)	(2,194)	(2,194)	(2,336)	(2,392)	(2,424)	(2,580)
FUND BALANCE JUNE 30	30,790	12,921	13,251	(1,130)	(2,194)	(2,194)	(2,336)	(2,392)	(2,424)	(2,580)	

DEVELOPMENT IMPACT FEES
REVENUES & EXPENDITURES
FY 2005 to FY 2014

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Ending Balance
POLICE IMPACT FEE											
REVENUE											
Police Impact Fee	-	10,155	-	-	13,410	-	-	28,404	11,698	-	63,667
Interest	-	195	265	355	1,020	1,030	1,651	1,351	886	778	7,530
EXPENDITURES											
Police equipment	-	-	-	-	-	-	-	-	-	1,818	1,818
Total Expenditures	-	-	-	-	-	-	-	-	-	1,818	1,818
Total Revenue/over(under)Expenditures	-	10,350	265	355	14,430	1,030	1,651	29,755	12,584	(1,040)	69,379
OTHER FINANCING SOURCES (USES)											
Operating Transfers In	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	-
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	-	10,350	265	355	14,430	1,030	1,651	29,755	12,584	(1,040)	69,379
FUND BALANCE JULY 1	-	-	10,350	10,615	10,970	25,400	26,429	28,080	57,835	70,419	69,379
FUND BALANCE JUNE 30	-	10,350	10,615	10,970	25,400	26,429	28,080	57,835	70,419	69,379	
OPEN SPACE IN-LIEU FEE											
REVENUE											
Open Space In-Lieu Fee	-	-	40,000	-	-	-	-	187,259	77,106	-	304,365
Interest	-	-	1,023	1,374	1,773	1,760	-	4,477	3,575	3,067	17,049
EXPENDITURES											
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-
Total Revenue/over(under)Expenditures	-	-	41,023	1,374	1,773	1,760	-	191,736	80,681	3,067	321,414
OTHER FINANCING SOURCES (USES)											
Operating Transfers In	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	45,930	-	-	-	45,930
Total Other Financing Sources (Uses)	-	-	-	-	-	-	(45,930)	-	-	-	(45,930)
Excess (Deficiency) of Revenue and Other Sources Over (Under) Expenses & Other Financing Sources	-	-	41,023	1,374	1,773	1,760	(45,930)	191,736	80,681	3,067	275,484
FUND BALANCE JULY 1	-	-	-	41,023	42,397	44,170	45,930	-	191,736	272,417	275,484
FUND BALANCE JUNE 30	-	-	41,023	42,397	44,170	45,930	-	191,736	272,417	275,484	
All FUND BALANCES	105,288	79,018	145,768	238,423	257,407	257,474	274,174	543,516	657,798	663,241	

Date	Receipt	Paid By	Amount	
10/18/1999	8437	Paula Pedersen	205	
1/20/2000	8467	Presley	1,230	
4/14/2000	9272	Wm Lyon Homes-Diablo Village	1,435	
5/11/2000	9289	Wm Lyon Homes-Diablo Village	1,640	
5/23/2000	9293	Wm Lyon Homes-Diablo Village	1,845	
5/23/2000	9291	L. Afford-8106 Marsh Ck Rd	205	
5/31/2000	9296	S. Carvajal-989 Oak St	205	
5/31/2000	9295	Wm Lyon Homes-Diablo Village	410	
6/22/2000	9312	Wm Lyon Homes-Diablo Village	205	
6/30/2000		General Ledger Balance		7,380
11/6/2000	9383	B&B Properties	665	
12/11/2000	9399	Clyde Miles Construction (115 Oak Ct)	205	
11/3/2000	9379	Ocean West-Commercial (Post Office)	713	
9/22/2000	9352	Smith Quality Homes-Oakwood Cir	205	
4/4/2001	10634	Aspen Valley Builders-Oakwood Cir	205	
5/30/2001	10660	Lemke-Oakwood Cir	205	
6/30/2001		General Ledger Balance		9,578
11/26/2001	10731	Diamond Terrace	7,800	
8/28/2002	12368	Larwin Vintage Clayton-Bridlewood	615	
11/1/2002	13452	Larwin Vintage Clayton-Bridlewood	3,075	
11/27/2002	13467	Lydia-Rachel Ranch	1,640	
3/21/2003	13509	Larwin Vintage Clayton-Bridlewood	205	
6/30/2003		General Ledger Balance		22,913
6/30/2004		General Ledger Balance		22,913
6/30/2004		Interest Booked	1,688	
6/30/2005		Interest Booked	780	
6/30/2005		General Ledger Balance		25,381
6/30/2006		Interest Booked	487	
6/30/2006		General Ledger Balance		25,868
6/30/2007		Interest Booked	662	
7/31/2007	18577	Pine Hollow Estates	1,640	
9/30/2007	20008	Mitchell Creek Place	1,845	
10/31/2007	20691	Longs Drug Store	1,387	
10/31/2007	20698	Oak Center-Flora Square	1,497	
12/31/2007	20959	Village Market	114	
6/30/2008		Interest Booked	1,105	
6/30/2008		General Ledger Balance		34,118
6/30/2009		Interest Booked	1,024	
6/30/2009		General Ledger Balance		35,142
6/30/2010		Interest Booked	1,417	
6/30/2010		General Ledger Balance		36,559
6/30/2011		Interest Booked	404	
6/30/2011		General Ledger Balance		36,962
8/6/2011		Toll Bros- Diablo Estates	205	
1/3/2012		Toll Bros- Diablo Estates	1,025	
3/19/2012		Toll Bros- Diablo Estates	1,640	
4/17/2012		Toll Bros- Diablo Estates	615	
6/30/2012		Interest Booked	967	
6/30/2012		General Ledger Balance		41,414
8/8/2012		Toll Bros- Diablo Estates	410	
8/30/2012		Toll Bros- Diablo Estates	205	
10/29/2012		Toll Bros- Diablo Estates	410	
11/16/2012		Toll Bros- Diablo Estates	205	
1/14/2013		Toll Bros- Diablo Estates	205	
6/30/2013		Interest Booked	570	
6/30/2013		General Ledger Balance		43,419
6/30/2014		Interest Booked	489	
6/30/2014		Adjusted Year-End Balance		43,908

Date	Receipt	Paid By	Amount	
10/18/1999	8437	Paula Pedersen-Oakwood Cir	2,569	
1/20/2000	8467	Presley-Diablo Village	8,107	
4/14/2000	9272	Wm Lyon Homes-Diablo Village	9,458	
5/11/2000	9289	Wm Lyon Homes-Diablo Village	10,809	
5/23/2000	9293	Wm Lyon Homes-Diablo Village	12,160	
5/23/2000	9291	L. Afford - 8106 Marsh Ck Rd.	2,569	
5/31/2000	9296	S. Carvajal - 989 Oak St.	2,569	
5/31/2000	9295	Wm Lyon Homes-Diablo Village	2,702	
6/22/2000	9312	Wm Lyon Homes-Diablo Village	1,351	
6/30/2000		General Ledger Balance		52,293
9/22/2000	9352	Smith Quality Homes-Oakwood Cir	2,569	
12/13/2000	9399	Miles Construction-115 Oak Ct.	2,569	
4/4/2001	10634	Aspen Valley Builders-1116 Oakwood Cir	2,569	
5/30/2001	10660	Lemke Construction-Oakwood Cir	2,569	
6/30/2001		General Ledger Balance		62,569
11/1/2001	11783	Mardel LLC-Bridlewood	48,811	
2/20/2002	11917	Lydia Associates-Rachel Ranch	20,552	
2002		CIP Projects-Westwood Park	(48,500)	
2002		CIP Project-Endeavor Hall Parking Lot	(27,595)	
6/30/2002		General Ledger Balance		55,837
9/23/2002		Diamond Terrace	75,268	
6/30/2003		General Ledger Balance		131,105
2004		Community Park Tot Lot (CIP)	(75,000)	
6/30/2004		General Ledger Balance		56,105
6/30/2004		Interest Booked	7,629	
6/30/2005		Community Park Tot Lot (CIP)	(6,500)	
6/30/2005		Interest Booked	1,815	
6/30/2005		General Ledger Balance		59,049
10/27/2005		Lenox Homes-Pine Hollow Estates	20,272	
2/24/2006		Transfer from Lenox C&D Deposit	280	
5/31/2006	18577	Pine Hollow Estates	1,640	
12/31/2005		CIP Project - Down Town Park	(57,234)	
6/30/2006		Interest Booked	455	
6/30/2006		General Ledger Balance		24,462
6/29/2007		Mitchell Creek Place	23,121	
6/30/2007		Interest Booked	1,210	
6/30/2007		General Ledger Balance		48,793
7/31/2007	18577	Pine Hollow Estates (s/b childcare)	(1,640)	
3/10/2008	21232	Lemke Construction - Diablo Point	61,656	
6/30/2008		Interest Booked	3,634	
6/30/2008		Trans to Community Park Upgrades CIP 10407	(112,443)	
6/30/2008		General Ledger Balance		-
1/31/2009		Trans from Pine Hollow Estates	280	
6/30/2009		Interest Booked	12	
6/30/2009		General Ledger Balance		292
6/30/2010		Interest Booked	2,238	
6/30/2010		General Ledger Balance		2,530
6/30/2011		Trans from Oakhurst AD for CCPark Project	55,885	
6/30/2011		Interest Booked	302	
6/30/2011		General Ledger Balance		58,717
6/30/2012		Interest Booked	1,404	
6/30/2012		General Ledger Balance		60,121
6/30/2013		Interest Booked	800	
6/30/2013		General Ledger Balance		60,921
6/30/2014		Interest Booked	686	
6/30/2014		Adjusted Year-End Balance		61,607

City of Clayton
Off Site Arterial Improvement Fees 304-5314
1999-2014

Attachment 5 (c)

				CIP 304-5314 Balance
Date	Receipt	Paid By	Amount	
10/18/1999	8437	Paula Pedersen-1103 Oakwood Cir	1,456	
1/20/2000	8467	Presley-Diablo Village	8,736	
4/14/2000	9272	Wm Lyon Homes-Diablo Village	10,192	
5/11/2000	9289	Wm Lyon Homes-Diablo Village	11,648	
5/23/2000	9293	Wm Lyon Homes-Diablo Village	13,104	
5/23/2000	9291	L. Afford-8106 Marsh Ck Rd	1,456	
5/31/2000	9296	S. Carvajal-989 Oak St	1,456	
5/31/2000	9295	Wm Lyon Homes-Diablo Village	2,912	
6/22/2000	9312	Wm Lyon Homes-Diablo Village	1,456	
6/30/2000		General Ledger Balance		52,416
9/22/2000	9352	Smith Quality Homes-Oakwood Cir	1,456	
11/3/2000	9379	Ocean West-Commercial Post Office	24,028	
11/6/2000	9383	B&B Properties-Commercial	22,417	
12/11/2000	9399	Clyde Miles-115 Oak	1,456	
4/4/2001	10634	Aspen Valley Builders-Oakwood Cir	1,456	
5/30/2001	10660	Lemke-Oakwood Cir	1,456	
6/30/2001		General Ledger Balance		104,685
11/26/2001	10731	Diamond Terrace	87,634	
6/30/2002		General Ledger Balance		192,319
8/28/2002	12368	Larwin Vintage Clayton-Bridlewood	4,368	
11/1/2002	13452	Larwin Vintage Clayton-Bridlewood	21,840	
3/21/2003	13509	Larwin Vintage Clayton-Bridlewood	1,456	
11/27/2002	13487	Lydia Assoc-Rachael Ranch	11,648	
6/30/2003		General Ledger Balance		231,631
2003		CIP Projects-Marsh Creek Road	(230,000)	
1/3/2003		Kelok&Keller Ridge Signs, striping	(346)	
6/30/2004		General Ledger Balance		1,285
6/30/2004		Interest Booked	1,129	
6/30/2005		Interest Booked	77	
6/30/2005		General Ledger Balance		2,491
5/9/2006	18577	Pine Hollow Estates	11,648	
6/30/2006		Interest Booked	271	
6/30/2006		General Ledger Balance		14,410
6/30/2007		Interest Booked	369	
6/30/2007		General Ledger Balance		14,779
8/31/2007	20008	Mitchell Creek Place	13,104	
10/2/2007	20691	Longs Drug Store	46,725	
10/3/2007	20698	Oak Center Project-Flora Square	50,456	
12/27/2007	20959	Village Market	3,862	
6/30/2008		Interest Booked	4,317	
6/30/2008		General Ledger Balance		133,243
6/30/2009		Interest Booked	4,163	
6/30/2009		General Ledger Balance		137,406
6/30/2010		Interest Booked	5,476	
6/30/2010		General Ledger Balance		142,882
6/30/2011		B&B Properties-Commercial	3,423	
6/30/2011		General Ledger Balance		146,305
8/16/2011		Toll Bros- Diablo Estates	1,456	
1/3/2012		Toll Bros- Diablo Estates	7,280	
3/19/2012		Toll Bros- Diablo Estates	11,648	
4/17/2012		Toll Bros- Diablo Estates	4,368	
6/30/2012		Interest Booked	4,090	
6/30/2012		General Ledger Balance		175,147
8/8/2012		Toll Bros- Diablo Estates	2,912	
8/30/2012		Toll Bros- Diablo Estates	1,456	
10/29/2012		Toll Bros- Diablo Estates	2,912	
11/16/2012		Toll Bros- Diablo Estates	1,456	
1/14/2013		Toll Bros- Diablo Estates	1,456	
6/30/2013		Interest Booked	2,466	
6/30/2013		General Ledger Balance		187,805
6/30/2014		Interest Booked	2,114	
6/30/2014		Adjusted Year-End Balance		189,919

City of Clayton
Fire Protection Fees 303-5317
1999-2014

Attachment 5 (d)

Date	Receipt	Paid By	General Fund Amount	Fund Balance
10/18/1999	8437	Paula Pedersen-1103 Oakwood Cir	300	
1/20/2000	8467	Presley-Diablo Village	1,800	
4/14/2000	9272	Wm Lyon Homes-Diablo Village	2,100	
5/11/2000	9289	Wm Lyon Homes-Diablo Village	2,400	
5/23/2000	9293	Wm Lyon Homes-Diablo Village	2,700	
5/23/2000	9291	L. Afford-8106 Marsh Ck Rd	300	
5/31/2000	9296	S. Carvajal-989 Oak St	300	
5/31/2000	9295	Wm Lyon Homes-Diablo Village	600	
6/22/2000	9312	Wm Lyon Homes-Diablo Village	300	
6/30/2000		General Ledger Balance		10,800
9/22/2000	9352	Smith Quality Homes-Oakwood Cir	300	
11/3/2000	9379	Ocean West-Commercial-Post Office	1,426	
11/6/2000	9383	B&B Properties-Commercial	1,330	
12/11/2000	9399	Clyde Miles Construction-115 Oak St	300	
4/4/2001	10634	Aspen Valley Builders-Oakwood Cir	300	
5/30/2001	10660	Lemke-Oakwood Cir	300	
6/30/2001		General Ledger Balance		14,756
11/26/2001	10731	Diamond Terrace	17,200	
8/28/2002	12368	Larwin Vintage Clayton-Bridlewood	900	
11/11/2002	13452	Larwin Vintage Clayton-Bridlewood	4,500	
3/21/2002	13509	Larwin Vintage Clayton-Bridlewood	300	
6/30/2002		General Ledger Balance		37,656
6/30/2003		Interest Booked	2,400	
6/30/2003		General Ledger Balance		40,056
6/30/2004		Interest Booked	2,852	
6/30/2004		General Ledger Balance		42,908
3/24/2005		Fireprotection fee reimbursement to RDA	(42,908)	
6/30/2005		General Ledger Balance		-
6/30/2006		General Ledger Balance		-
6/30/2007		General Ledger Balance		-
10/2/2007		Longs Drug Store	2,773	
10/2/2007	20691	Oak Center-Flora Square	2,994	
10/9/2007	20701	Pine Hollow Estates	2,401	
12/27/2007	20959	Village Market	229	8,168
6/30/2008		Interest Booked	281	
8/13/2008	21056	Mitchell Creek Place	2,700	
6/30/2009		Interest Booked	476	
6/30/2009		General Ledger Balance		11,854
1/15/2010		Transfer to RDA (JE Dec18)	(11,854)	
6/30/2010		General Ledger Balance		-
6/30/2011		Interest Booked	-	
6/30/2011		General Ledger Balance		-
8/16/2011		Toll Bros- Diablo Estates	300	
1/3/2012		Toll Bros- Diablo Estates	1,500	
3/19/2012		Toll Bros- Diablo Estates	2,400	
4/17/2012		Toll Bros- Diablo Estates	900	
6/30/2012		Interest Booked	122	
6/30/2012		General Ledger Balance		5,222
8/8/2012		Toll Bros- Diablo Estates	600	
8/30/2012		Toll Bros- Diablo Estates	300	
10/29/2012		Toll Bros- Diablo Estates	600	
11/16/2012		Toll Bros- Diablo Estates	300	
1/14/2013		Toll Bros- Diablo Estates	300	
6/30/2013		Interest Booked	102	
6/30/2013		General Ledger Balance		7,424
6/30/2014		Interest Booked	83	
6/30/2014		Adjusted Year-End Balance		7,507
FY 2000-01		RDA Loan to Fire Station		350,000
FY 2004-05		Fire protection fee reimbursement		(42,908)
FY 2009-10		Fire protection fee reimbursement		(11,854)
		Balance due RDA 6/30/14		295,238

City of Clayton
Property Development Fees 303-5323
Reclassified to Community Facilities Development Fees 304-5323
1999-2014

Attachment 5 (e)

Date	Receipt	Paid By	Amount	Balance
10/4/1999	8437	Pedersen	450	
1/20/2000	8467	Presley	2,700	
4/14/2000	9272	Wm Lyon Homes-Diablo Village	3,150	
5/11/2000	9289	Wm Lyon Homes-Diablo Village	3,600	
6/22/2000	9312	Wm Lyon Homes-Diablo Village	450	
5/23/2000	9293	Wm Lyon Homes-Diablo Village	4,050	
5/23/2000	9291	L. Afford-8106 Marsh Ck Rd	450	
5/31/2000	9296	S. Carvajal-989 Oak St	450	
5/31/2000	9295	Wm Lyon Homes-Diablo Village	900	
6/30/2000		General Ledger Balance		16,200
9/22/2000	9352	Smith Quality Homes-Oakwood Cir	450	
11/3/2000	9379	Ocean West-Post Office	3,565	
11/6/2000	9383	B&B Properties	3,326	
12/11/2000	9399	Clyde Miles- 115 Oak	450	
4/4/2001	10634	Aspen Valley-Oakwood Cir	450	
5/30/2001	10660	Lemke-Oakwood Cir	450	
6/30/2001		General Ledger Balance		24,891
11/26/2001	10731	Diamond Terrace	10,750	
6/30/2002		General Ledger Balance		35,641
8/28/2002	12368	Larwin Vintage Clayton-Bridlewood	1,350	
11/1/2002	13452	Larwin Vintage Clayton-Bridlewood	6,750	
3/21/2002	13509	Larwin Vintage Clayton-Bridlewood	450	
6/30/2002		CIP Projects-Corp Yard	(67,976)	
11/27/2002	13467	Lydia Assoc.-Rachael Ranch	3,600	
6/30/2003		General Ledger Balance		(20,185)
6/30/2004		General Ledger Balance		(20,185)
6/30/2004		Interest Booked	(997)	
3/24/2005		Transfer from CIP (Corp Yard)	9,141	
6/30/2005		Interest Booked	(382)	
6/30/2005		General Ledger Balance		(12,423)
5/9/2006	18577	Pine Hollow Estates	3,600	
6/30/2006		Interest Booked	(169)	
6/30/2006		General Ledger Balance		(8,992)
6/30/2007		Interest Booked	(230)	
6/30/2007		General Ledger Balance		(9,222)
8/31/2007	20008	Mitchell Creek Place	4,050	
10/2/2007	20691	Longs Drug Stores	6,932	
10/3/2007	20698	Oak Center Project-Flora Square	7,486	
12/27/2007	20959	Village Market	573	
6/30/2008		Interest Booked	329	
6/30/2008		General Ledger Balance		10,148
3/12/2009		Transfer to Endeavor Hall (Shutters)	(5,024)	
6/30/2009		Interest Booked	214	
6/30/2009		General Ledger Balance		5,338
6/30/2010		Interest Booked	-	
6/30/2010		General Ledger Balance		5,338
6/30/2011		Interest Booked	1,107	
6/30/2011		General Ledger Balance		6,445
8/6/2011		Toll Bros- Diablo Estates	450	
1/3/2012		Toll Bros- Diablo Estates	2,250	
3/19/2012		Toll Bros- Diablo Estates	3,600	
4/17/2012		Toll Bros- Diablo Estates	1,350	
6/30/2012		Interest Booked	337	
6/30/2012		General Ledger Balance		14,432
8/8/2012		Toll Bros- Diablo Estates	900	
8/30/2012		Toll Bros- Diablo Estates	450	
10/29/2012		Toll Bros- Diablo Estates	900	
11/16/2012		Toll Bros- Diablo Estates	450	
1/14/2013		Toll Bros- Diablo Estates	450	
6/30/2013		Interest Booked	234	
6/30/2013		General Ledger Balance		17,816
6/30/2014		Interest Booked	200	
6/30/2014		Adjusted Year-End Balance		18,016

City of Clayton
Marsh Creek Road Sewer
2004-2014

Attachment 5 (f)

Date	Receipt	Paid By	Amount	Balance
6/30/2004		Expense (Sewer field survey)	(896)	
6/30/2004		Interest Booked	(22)	
6/30/2004		General Ledger Balance		(918)
9/30/2004		Transfer from General Fund (Loan)	35,000	
6/30/2005		Expense (PERMCO / Engineering)	(29,239)	
6/30/2005		General Ledger Balance		4,843
5/17/2005		Transfer from General Fund (Loan)	25,000	
6/30/2005		Interest Booked	946	
6/30/2006		Expense (PERMCO / Engineering)	(18,112)	
6/30/2006		Interest Booked	243	
6/30/2006		General Ledger Balance		12,921
6/30/2007		Interest Booked	330	
6/30/2007		General Ledger Balance		13,251
6/30/2008		Expense (PERMCO / Engineering)	(14,344)	
6/30/2008		Interest Booked	(37)	
6/30/2008		General Ledger Balance		(1,130)
8/6/2008		Expense (PERMCO / Engineering)	(732)	
8/29/2008		Expense (PERMCO / Engineering)	(61)	
9/12/2008		Expense (PERMCO / Engineering)	(183)	
6/30/2009		Interest Booked	(88)	
6/30/2009		General Ledger Balance		(2,194)
6/30/2010		Interest Booked	-	
6/30/2010		General Ledger Balance		(2,194)
6/30/2011		Interest Booked	(142)	
6/30/2011		General Ledger Balance		(2,336)
6/30/2012		Interest Booked	(56)	
6/30/2012		General Ledger Balance		(2,392)
6/30/2013		Interest Booked	(32)	
6/30/2013		General Ledger Balance		(2,424)
6/30/2014		Interest Booked	(156)	
6/30/2014		Adjusted Year-End Balance		(2,580)

Due to General Fund for transfer on 9/30/04	\$ 35,000
Due to General Fund for transfer on 5/17/05	25,000
Costs in excess of original \$60,000 loan	3,567
Interest earnings applied against additional costs	(1,520)
Accrued interest on loan to-date *	533
Total Due to the General Fund	\$ 62,580

*Interest calculated in FY 2014 using monthly average LAIF rate

City of Clayton
Police Services Impact Fee
2006-2014

Attachment 5 (g)

Date	Receipt	Paid By	Amount	Balance
5/9/2006	18578	Pine Hollow Estates	10,155	
6/30/2006		Interest Booked	195	
6/30/2006		General Ledger Balance		10,350
6/30/2007		Interest Booked	265	
6/30/2007		General Ledger Balance		10,615
6/30/2008		Interest Booked	355	
6/30/2008		General Ledger Balance		10,970
8/13/2008	21056	Mitchell Creek Place	13,410	
6/30/2009		Interest Booked	1,020	
6/30/2009		General Ledger Balance		25,400
6/30/2010		Interest Booked	1,030	
6/30/2010		General Ledger Balance		26,430
6/30/2011		Interest Booked	1,651	
6/30/2011		General Ledger Balance		28,080
8/16/2011		Toll Bros- Diablo Estates	1,665	
1/3/2012		Toll Bros- Diablo Estates	8,356	
3/19/2012		Toll Bros- Diablo Estates	13,370	
4/17/2012		Toll Bros- Diablo Estates	5,014	
6/30/2012		Interest Booked	1,351	
6/30/2012		General Ledger Balance		57,835
8/8/2012		Toll Bros- Diablo Estates	3,342	
8/30/2012		Toll Bros- Diablo Estates	1,671	
10/29/2012		Toll Bros- Diablo Estates	3,342	
11/16/2012		Toll Bros- Diablo Estates	1,671	
1/14/2013		Toll Bros- Diablo Estates	1,671	
6/30/2013		Interest Booked	886	
6/30/2013		General Ledger Balance		70,419
12/5/2013		Police defense equipment	(1,818)	
6/30/2014		Interest Booked	778	
6/30/2014		Adjusted year end balance		69,379

City of Clayton
Open Space In-Lieu Contributions
2007-2014

Attachment 5 (h)

Date	Receipt	Paid By	Parks *Active Rec	Trail *Maintenance	Balance
6/26/2007	18578	Mitchell Creek Place	40,000		
6/30/2007		Interest Booked	1,023		
6/30/2007		General Ledger Balance			41,023
6/30/2008		Interest Booked	1,374		
6/30/2008		General Ledger Balance			42,397
6/30/2009		Interest Booked	1,773		
6/30/2009		General Ledger Balance			44,170
6/30/2010		Interest Booked	1,760		
6/30/2010		General Ledger Balance			45,930
6/30/2011		Transfer to Lydia Land Park CIP #10336	(45,930)		
6/30/2011		General Ledger Balance			-
8/16/2011		Toll Bros Lot 19 Impact Fees	11,015		
1/3/2012		Toll Bros- Diablo Estates	55,076		
3/19/2012		Toll Bros- Diablo Estates	88,122		
4/17/2012		Toll Bros- Diablo Estates	33,046		
6/30/2012		Interest Booked	4,477		
6/30/2012		General Ledger Balance			191,736
8/8/2012		Toll Bros- Diablo Estates	22,030		
8/30/2012		Toll Bros- Diablo Estates	11,015		
10/29/2012		Toll Bros- Diablo Estates	22,030		
11/16/2012		Toll Bros- Diablo Estates	11,015		
1/14/2013		Toll Bros- Diablo Estates	11,015		
6/30/2013		Interest Booked	3,575		
6/30/2013		General Ledger Balance			272,417
6/30/2014		Interest Booked	3,067		
6/30/2014		Adjusted General Ledger Balance	275,484	-	275,484

* per Section 17.28.100C.2(a) and (b)

Gary Napper

Agenda Item: 8b

Subject:

FW: CHS Monument Program

The Clayton Historical Society is seeking City approval for resumption of their historic monument and plaque program which commemorates significant historic sites in our community. Ten locations have been recognized to date by the program including Endeavor Hall, the two room school house, DeMartini Winery, original post office, Black Diamond Way, etc. The original list proposed also included another nine locations including the next one at the Eucalyptus Grove, the original Rhine Store (Skipolini's building) and others.

The proposal, which is outlined in the attached memo from Dick Ellis and Bob Hoyer would be entirely paid for through donations. Mr Ellis and Mr Hoyer will lead the effort and do all of the organizing, fundraising, etc., with the assistance of the Clayton Historical Society Board. The wording of plaques and locations will be developed by the committee and submitted for approval of the City before any plaques are ordered.

Many of us have heard residents and visitors remark about how informative the monuments are and how they remind us of the rich legacy of our community. Extension of the former program would add to that commemoration.

I respectfully request that the Council consider the benefits of this cultural addition to our community and grant approval to proceed. Thank you.

Julie Pierce

C: 925-518-4446

Sent from my iPad=

**CLAYTON HISTORICAL SOCIETY
HISTORIC SITE MARKERS**

INFORMATION: SEPTEMBER 11, 2014

DICK ELLIS AND BOB HOYER

These markers have been installed

1. Two room school house (1995)
2. Endeavor Hall (2000)
3. Clayton Post Office (2001)
4. Museum Garden (2001)
5. Museum (2002)
6. Clayton Club (2002)
7. La Cocotte (2003)
8. DeMartini Winery (2004)
9. Black Diamond Way (2005)
10. Flag Pole at museum (small)

Proposed markers by original committee: (Hoyer's, Elmer Gomez, Janet Easton)

- | | |
|--|------------------------------------|
| 1. Gomez House | 2. Pioneer Inn |
| 3. Replicated Scammon House (dental offices) | |
| 4. Keller Ranch | 5. EUCALYPTUS GROVE PARK** |
| 6. Eagle Saloon | 7. First Rhine Store (Skipolini's) |
| 8. Bully Ingrams Cave | 8. Old Baseball field |

****proposed site for next marker Summer 2015**

A binder with information dealing with planning sequence, contacts, fund raising procedure and contacts for foundry and masonry work is available for the Board to view. Funding for this project will be by donation and will not require any funds from the Societies general fund. Projected installation late Summer 2015

Dick Ellis

October 16, 2001

HISTORIC MARKER PROCEDURE

The Historic Marker committee shall meet as often as necessary to:

1. Review and prioritize suggestions for recommendation to the board.
2. Target dates for installations, and contact site owner (s) for consent on a form to be signed in duplicate that outlines Historical Society provisions and requirements.
3. Evaluate financing, fund raising if needed.
4. Produce text for approval by property owner (s) and board of directors.
5. Arrange for details of fastening the plaque to its support.
6. Obtain funding approval and order plaque, allowing ample production time.
7. Produce accurate historic information for publicity and dedication folder.

The Historical Society shall publicize and arrange for the dedication ceremony and print dedication folders.

Information on plaque size, text, costs, etc. shall be filed in the museum including a photo of the historic marker.

Emphases shall be placed on establishing markers at the sites suggested by the Historic Markers Committee. Text should relate to historic buildings and sites or commemoration of historic happenings.

Signed consent for location, size and proposed texts of historic markers must be obtained in advance from owner or owners of properties. No plaque should be ordered without sufficient funds to finance the plaque and installation. Plaque quality shall be compatible with plaques previously installed by the Historical Society.

Plaque text will be approved by the Historical Society Board before the plaque is ordered from the foundry.

Plaque location and type of installation (wall, monument or sidewalk) must be determined and approved before the plaque is ordered.

The plaque remains the property of the Clayton Historical Society. In the event that a plaque needs to be relocated on the site, the Society should approve the new location. If the plaque is to be removed, it should be returned to the Society.

If the Clayton Historical Society joins with other organizations in jointly installing a marker or monument, the procedure must be agreed upon and the conditions documented and signed by the involved parties.

Contributions for the Historic Markers will be to a special fund account held by the Historical Society.



Telephones
CITY HALL (510) 672-3622
COMMUNITY
DEVELOPMENT (510) 672-6690
ENGINEERING (510) 672-9700

P.O. Box 280 • CLAYTON, CALIFORNIA 94517
TELEPHONE (510) 672-3622

City Council
PETER A. LAURENCE, Mayor
JULIE K. PIERCE, Vice Mayor
ROBERT C. KENDALL
RICHARD A. LITTORNO
GREGORY J. MANNING

To: Dick Ellis, President
Clayton Historical Society

Re: City of Clayton "Heritage Preservation Task Force"

2/8/94

Dear Dick & Society Members,

The City "Heritage Preservation Task Force" we discussed is a reality. The City Council has officially approved it, and hopes that it can accomplish great things related to preserving Clayton's Heritage.

The Mission of the group includes to "identify the remaining things of historical importance to Clayton, to prioritize them, and to develop plans to preserve those that can be preserved." Additionally, to make recommendations on specific historic issues, for example; In preserving Endeavor Hall should it be as it is now, or re-built as a replica? Should the Demartini Winery keep it's Historic designation, or be preserved by modifications which make it useable but cost it that official designation?

MISSION
STATEMENT

We are delighted that you have chosen Eldora Hoyer to be the Chairperson, and ask that 3 additional Society Members be officially on the committee. Additionally there will be a liaison member from the City Council, one from the City Planning Commission, and a member of the public at large, for a total of seven members.

The City Council member will be Councilman Rich Littorno who grew up in Clayton and is also an attorney, Planning Commissioner Bob Decker who is a Realtor and sensitive to "quality of living" in a community, and citizen Dirk Fitzgerald who brings a businessperson perspective with a love for the community.



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TELEPHONE (510) 672-3622

City Council
PETER A. LAURENCE, Mayor
Julie K. Pierce, Vice Mayor
ROBERT C. KENDALL
RICHARD A. LITTORNO
GREGORY J. MANNING

We hope the Task Force can gather the data, analyze the options, and present it's recommendations and Report within approximately 6 months. Some limited City Staff support may be possible, for example to gather related City plans and budget information such as the \$250,000 tentatively earmarked for Endeavor Hall. While not officially on the committee, I will attend the first meeting and be available to give whatever assistance I can.

Whenever Eldora would like to hold the first Task Force meeting, just proceed. Phone numbers and addresses are below. If you or Eldora have any questions whatsoever, just give me a call.

Sincerely,

Peter A. Laurence
Mayor

Richard Littorno
911 Kenston Dr.
Clayton, CA 94517
W:947-1551 H:672-6259

Robert Decker
137 Hurd Pl.
Clayton, CA 94517
W:947-2700 H:672-7555

Dirk Fitzgerald
746 Bloching Cir.
Clayton, CA 94517
W:932-7823 H:672-7512

cc: Eldora Hoyer

We appreciate having been given this opportunity to furnish information and make suggestions for historic preservation in Clayton.

"By remembering our....past we enhance our self-identity and instill community pride and a sense of 'belonging', a feeling so important in a sometime 'rootless' age. Preserving our own history helps to explain the present in terms of the past and gives us guidance as we forge the future." Contra Costa County Historical Society

We are fortunate to have council members and planning commissioners who care about Clayton's heritage and recognize the impact that daily decisions have on the future.

* Robert Decker
Karl Ellingson
Richard Ellis
* Dirk Fitzgerald
George Frank
Robert Hoyer
Ruth Frank Janke
* Richard Littorno
Constance Rehr

*Sf Board
MEMBERS
THAT CITY REP'S*

Eldora Hoyer

Eldora Hoyer, Chairman
Heritage Preservation Task Force

September 1994

P R E F A C E

The historic significance of city owned properties is prioritized with the understanding that preservation may follow a different sequence. (Winery restoration, biggest project, obviously is most urgent for the City.)

Simple and less expensive measures to prevent further deterioration or damage to the Keller house, creekside dairy cellar, bridge and even "the pirate's cave" should not be delayed.

It is impossible to responsibly prioritize relative significance of privately owned properties without more information about all of them. (There has been little written about Clayton history, and research is ongoing.)

The inventory includes some buildings, sites, and features that are historically important for other reasons than age alone.

Wherever possible, specific addresses are given to locate inventoried properties, some of which are too far apart to map for this report. (The Clayton historic walking tour folder includes a keyed map of historic downtown buildings and sites.)



Agenda Date: 12-16-2014

Agenda Item: 8c

Approved: _____

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 16 DECEMBER 2014

SUBJECT: ACCEPTANCE OF RESIGNATION FROM CITY PLANNING COMMISSION AND DETERMINATION OF FILLING THE UNEXPIRED TERM OF OFFICE

RECOMMENDATION

It is recommended Mayor Shuey, subject to approval of the City Council, determine the methodology or propose the nomination of a Clayton resident to fill the unexpired term of office (through 30 June 2015) now existing on the City Planning Commission.

BACKGROUND

Like most General Law cities in the state of California, the City of Clayton has a five (5) member citizens' Planning Commission which reviews land use applications and has certain statutory and local land use approval authority. On 01 December 2014, Planning Commissioner Keith Haydon submitted to the City his official resignation from the Clayton Planning Commission due to his confirmed election to the Clayton City Council on November 4th. Mr. Haydon's resignation from the Commission was effective Tuesday, December 2nd (see Attachment 1). His vacant seat on the Planning Commission now has an unexpired term of office until 01 July 2015.

PLANNING COMMISSION VACANCIES

Section 2.12.060 of the *Clayton Municipal Code* (ref. Attachment 2) specifies the Mayor, with approval of the City Council, shall fill unexpired vacancies occurring on the Planning Commission from whatever reason caused the vacancy. Therefore, staff seeks direction from Mayor Shuey and the City Council concerning its preferred option to fill the unexpired Planning Commission vacancy:

Option 1: Mayor Shuey proposes a Clayton resident ["qualified elector"] or a slate of Clayton residents from which the full City Council shall approve appointment to the City Planning Commission.

Option 2: Mayor Shuey instructs staff to advertise the one (1) Planning Commission vacancy on the City's website, local newspaper and/or word of mouth for interested residents to

complete a Planning Commission application by a pre-determined filing deadline. Mayor Shuey could then review the filed applications from which to propose a nomination for City Council approval, or Mayor Shuey could propose the full City Council interview the applicants at a public meeting and then make the Mayoral nomination with City Council confirming appointment at that time or at another public meeting.

Option 3: Mayor Shuey and the City Council could leave the unexpired term of office vacant for the ensuing 6+ months until such time two (2) Planning Commission offices then become subject to routine filling for two-year terms of office commencing 01 July 2015.

Option 3 is not the preferred option for several reasons: 1) The Municipal Code language seems to imply the Mayor must fill the unexpired term of office by its use of the word "shall" on filling Commission vacancies; and 2) The Planning Commission has important land use business to conduct in the next 6 months, most notably public hearings on the proposed Silver Oaks Estate [residential] Project.

FISCAL IMPACT

Planning Commissioners for the City of Clayton receive a monthly stipend of \$120.00 per month for their civic service, and they are ineligible to participate in any other benefit or public pension plan of the City (e.g. CalPERS). A vacancy on the Planning Commission produces nominal "savings" in expense of the City during the term of the vacancy.

Attachments: 1. Keith Haydon resignation letter [1 pg.]
2. Section 2.12.060 of the Clayton Municipal Code [1 pg.]

December 1, 2014

Honorable Hank Stratford
Mayor, City of Clayton
6000 Heritage Trail
Clayton, CA 94517

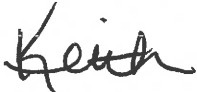
Received
DEC 01 2014
City of Clayton

Hi Hank,

Due to my election to the Clayton City Council for the 2014-2018 term, I, regrettably, need to resign from the City of Clayton Planning Commission. As a result, please accept my resignation from the Planning Commission, effective on Tuesday, December 2, 2014, the date that I will officially join the Clayton City Council.

I have truly enjoyed serving the City of Clayton on the Planning Commission and look forward to continuing my community service by serving Clayton on the City Council.

Sincerely,



Keith Haydon
1542 O'Hara Ct
Clayton, CA 94517

cc: Jim Diaz, Howard Geller, Julie Pierce, David Shuey, Dan Richardson, Gary Napper,
Janet Brown

2.12.050 Duties. The planning commission shall perform the duties and shall have all the rights, powers and privileges specified and provided by state law or by city ordinance or resolution. (Ord. 352, 1999; Ord. 20, Sec.8, 1964).^{i*}

2.12.060 Removal from Office--Filling of Vacancies. Any member of the Commission may be removed from the Commission prior to the expiration of his or her term by either the Mayor, subject to the approval of the City Council, or by a majority vote of the City Council. The Mayor with the approval of the City Council for the unexpired term shall fill vacancies on the Commission from whatever cause. (Ord. 352, 1999; Ord. 20, Sec. 4, 1964).

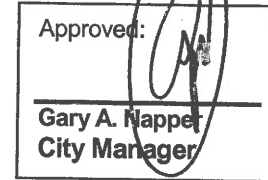
2.12.070 Absence.

A. If a member of the Commission is absent from three consecutive meetings of the Commission of which the Commissioners have received at least 24 hours prior written notice of such meeting, without cause, the office of such member may be deemed to be vacant and the term of such member terminated by the City Council; the Commission shall immediately inform the City Council of such absences and the City Council shall then determine if termination of the Commissioner's term of office is warranted.

B. An absence due to illness or an unavoidable absence from the city with notice thereof to the Commission on or before the day of the meeting from which the member is to be absent shall be deemed to be absence for cause. (Ord. 352, 1999; Ord. 266, Sec. 5, 1989).

2.12.080 Meetings--Regular. The regular meetings of the Commission shall be held on the second and fourth Tuesdays of each and every month beginning at a time and place within the city as established by resolution of the Commission. Whenever the Tuesday set for a regular meeting shall be a legal holiday, then said meeting shall be held on the next following day at the same time and place. (Ord. 352, 1999)

2.12.090 Meetings - Special. Special meetings of the Commission may be called at any time by the chair or by any three or more members of the Commission upon personal notice being given to all members of the Commission. If personal notice cannot be given, written notice must be mailed or transmitted via facsimile to such members at least twenty-four hours prior to the meeting, unless the notice requirement is waived in writing by that member. (Ord. 352, 1999; Ord. 20, Sec. 6(part), 1964).



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 16 DECEMBER 2014

SUBJECT: DETERMINATION OF COUNCIL COMMITTEE ASSIGNMENTS

RECOMMENDATION

It is recommended the City Council determine its Council ad-hoc and committee assignments for the ensuing year of 2015.

BACKGROUND

In addition to its primary role as elected officials of the City of Clayton, members of the City Council hold a variety of ad-hoc and committee assignments that involve the direct participation of its members in a host of local and regional issues and intergovernmental organizations. Pursuant to the adopted *Council Guidelines and Procedures*, the Mayor assigns the Council ad-hoc and committee appointments annually each December. It further presents an opportunity to review the established committees and determine continued relevance, need to create new ones or abolish existing ones. In making the assignments, the Mayor is encouraged to seek individual input from members of the City Council regarding appointment preferences.

Attached is the current list of City Council sub-committees and associated assignments during 2014. The list has been updated (*in blue font*) to reflect the elections made at the Council Reorganization Meeting held on December 2nd relative to the chair and vice chair of the Oakhurst Geological Hazard Abatement District (GHAD). The Clayton Financing Authority (CFA) chair and vice chair are automatically filled by the mayor and vice mayor of the City, respectively, per its By-Laws.

Also attached are the pertinent pages from the *Council Guidelines and Procedures* referencing Council ad-hoc and committee assignments.

Attachments: City Council Committee Assignments – 2014 [2 pp.]
Council Guidelines and Procedures [2 pp.]

CITY COUNCIL ASSIGNMENTS STANDING/AD-HOC COMMITTEES

CITY OF CLAYTON

2014

Association of Bay Area Governments (ABAG)	Julie Pierce Alternate: David Shuey
Budget/Audit Committee	Hank Stratford, Jim Diaz
Citizens Corps Council (CERT)	Jim Diaz
Clayton Financing Authority [CFA]* *[offices automatically go to Mayor & Vice Mayor, per Bylaws]	President – David Shuey Vice President – Howard Geller
Contra Costa Water District [CCWD] Liaison	Howard Geller
Central Contra Costa Transit Authority [CCCTA]	Gregg Manning Alternate: David Shuey
“Do The Right Thing” Program	Hank Stratford
Downtown Activities Committee	Howard Geller, Jim Diaz
East Bay Division - League of California Cities	Member of the Council
East Contra Costa County Habitat Conservancy	Hank Stratford Alternate: David Shuey
Economic Development Committee	Julie Pierce, David Shuey Alternate: Howard Geller

Endeavor Hall Marketing Ad-hoc Committee

Howard Geller, Jim Diaz

Fire Services Ad-hoc Committee

Jim Diaz, David Shuey

Garbage & Recycling Committee

Hank Stratford, David Shuey

Interview Committees:

a. Planning Commission applicants

City Council

b. Trails and Landscaping Committee applicants

Vice Mayor
Howard Geller

Library Foundation Liaison

Jim Diaz
Alternate: Howard Geller

Mayors' Conference – Contra Costa County

Mayor & Council

Mt. Diablo School District Liaison Committee

Julie Pierce, David Shuey
Alternate: Howard Geller

Oakhurst Geological Hazard Abatement District [GHAD]

Chair – Howard Geller
Vice Chair – Keith Haydon

Trails and Landscaping Committee (TLC) Liaison

Vice Mayor
Alternate: Howard Geller

TRANSPAC

Julie Pierce
Alternate: Jim Diaz

“Unsung Heroes” Program Committee

Howard Geller; David Shuey

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Revised: 02 December 2014
Original Adoption: 17 December 2004

4. Council Members exhibit care and respect for each other as persons.
5. Council Members promote care and respect for each other's point of view. Each Member has a right to be heard.
6. Opinions are expressed honestly, openly, civilly and with integrity.
7. Humor is an important tool.
8. Traditions are respected but not always binding.

C. COUNCIL INTERACTION AND COMMUNICATION

1. The Mayor makes Council sub-committee appointments annually in December; the Mayor is encouraged to seek input from Council regarding appointment preferences.
2. Members will take seriously the responsibility of reporting to Council on sub-committees and other regional, state and national board/agency/group activities in which they are involved.
3. Each Council Member has the responsibility to initiate resolution of problems as soon as possible.
4. Members shall recall and abide by the Brown Act when giving information to each other outside of public meetings.
5. Cheap shots at each other are not allowed by Members during public meetings, in the media, or at any other time.
6. Relationships are informal, but Council Members need to be aware of impact on and perception of the public.
7. Council Members will be flexible in covering Council responsibilities for each other.

8. Council Sub-Committees.

- a. Sub-committee areas belong to the Council as a whole; they are not seen as territorial.
- b. Sub-committees shall keep the rest of the Council fully informed. The rest of the Council is responsible for letting a sub-committee know if they want more information or to give input.
- c. Before sub-committees start moving in new directions, they will obtain direction from the rest of the Council.

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- d. Sub-committee reports will be made under "Council Reports" at Council meetings, when appropriate.
 - e. Sub-committee memos will be sent on an interim basis to update other Council Members on:
 - 1). Issues being discussed.
 - 2). Options being considered.
 - 3). Progress.
 - f. Appropriate reports will also be included in the City Manager's "Weekly Report".
 - g. Council may contact Department Heads or the City Manager to be briefed on any sub-committee work.
 - h. Council shall review the performance of citizen committees no less frequently than every six months.
 - i. Sub-committees are task oriented with scheduled dates of completion.

D. COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

- 1. City Manager.
 - a. Council Members should always feel free to communicate with the City Manager.
 - b. When a Council Member is unhappy about the performance of a Department, he/she should discuss this with the City Manager, not any other employee [the City Manager will inform the Mayor of any serious violations of this norm].
 - c. Concerns about the performance of Department Heads must be taken to the City Manager and/or Mayor first for resolution through proper channels.
 - d. In passing along critical information, the City Manager will inform all Council Members.
 - e. Council will provide ongoing feedback, information and perceptions to the City Manager, including some response to the "Weekly Report".
 - f. Council will page the City Manager if there is an emergency and he/she cannot be reached by phone.