



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

TUESDAY, MARCH 4, 2025

7:00 PM

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

Kim Trupiano, Mayor

Jeff Wan, Vice Mayor

Jim Diaz, Councilmember

Holly Tillman, Councilmember

Richard G Enea, Councilmember

1. CALL TO ORDER and ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. 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 other agenda items will be allowed when each item is considered by the Council.

4. CONSENT CALENDAR

- (a) **Approval of the February 18, 2025, Meeting Minutes**
[\(View\)](#)

- (b) **Authorize the City Manager to Execute an Agreement with Prime Time Entertainment, Inc for Promotor and On-site Coordinator Services for the 2025 Concerts in the Grove Series**

[\(View\)](#)

- (c) **Acceptance of the 2024 General Plan Implementation and Housing Element Annual Progress Report**

[\(View\)](#)

5. RECOGNITIONS AND PRESENTATIONS

- (a) **Unsung Hero for the Month of February (awarded in March)**

[\(View\)](#)

6. REPORTS

- (a) City Manager/Staff

- Link to ClearGov Transparency Portal: <https://cleargov.com/california/contracosta/city/clayton/checkbook>

- (b) City Council / Committees

[\(View\)](#)

7. PUBLIC HEARINGS

(There are no Public Hearings Scheduled for this Meeting)

8. ACTION ITEMS

- (a) **Authorize Execution and Recordation of Noise Abatement Agreement for Oakhurst Golf Course Maintenance Activities**

[\(View\)](#)

9. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be March 18, 2025. For meeting information and materials, please visit the City's website at www.claytonca.gov

Meeting Information and Access

- 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 www.claytonca.gov
- 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.claytonca.gov
- 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 and is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment requiring special accommodation to participate, please call the City Clerk's office at least 72 hours (about 3 days) before the meeting at (925) 673-7300
- **E-mail Public Comments:** Public comment may also be sent to the City Clerk at cityclerk@claytonca.gov by 5:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire City Council and made part of the official meeting file.

Each person attending the meeting who wishes to speak on an agendized or non-agendized matter (within the council's jurisdiction), shall have a set amount of time to speak as determined by the Mayor.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Stephanie Cabrera-Brown, City Clerk/Assistant to the City Manager

DATE: March 4, 2025

SUBJECT: Approval of the February 18, 2025, Meeting Minutes

RECOMMENDATION

Please see attachment.

BACKGROUND

The City Council reviews and approves the meeting minutes from the previous meeting.

FISCAL IMPACTS

N/A

CEQA

N/A

ATTACHMENTS

[Minutes 021825 - Draft.pdf](#)



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

TUESDAY, FEBRUARY 18, 2025

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 6:30 p.m. by Mayor Trupiano held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Diaz, Enea, Tillman, Vice Mayor Wan, and Mayor Trupiano. Staff present: City Manager, Kris Lofthus; Assistant City Manager, Regina Rubier; Interim Community Development Director, Farhad Mortazavi; City Engineer, Larry Theis; City Attorney, Malathy Subramanian; City Clerk, Stephanie Cabrera-Brown.
2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Trupiano
3. **PUBLIC COMMENT ON NON-AGENDA ITEMS**
Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. 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 other agenda items will be allowed when each item is considered by the Council.

Larry McNeil – Spoke regarding the costs associated with staffing turnover and comments made by other speakers at the February 4th meeting.

Scott Denslow – Spoke regarding comments made by other speakers at the February 4th meeting.

Prior to entering Closed Session, Mayor Trupiano opened the item to public comment; there were no members of the public wishing to speak to this item.

The City Council recessed the meeting and convened in Closed Session at 6:32 p.m.

4. CLOSED SESSION

a. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: Assessor's Parcel Numbers: APN: 118-370-077 and 118-520-001-9, located at Clayton Road east of Peacock Creek Drive, Clayton CA, 94517

Agency Negotiators: Kris Lofthus, City Manager and Farhad Mortazavi, Interim Community Development Director

Negotiating Parties: Grant Alvernaz, Three Putt Development, LLC

Under Negotiations: Price and Terms of Payment

The City Council reconvened the meeting at 6:42 p.m.

No Reportable Action Taken.

5. CONSENT CALENDAR

It was moved by Vice Mayor Wan and seconded by Councilmember Diaz, to approve Consent Calendar Items 5(a) and 5(c) and to Continue Item 5(b) (Passed 5/0)

- a. Approval of the February 4, 2025, Meeting Minutes.
(City Clerk)
- b. Authorize Execution and Recordation of Noise Abatement Agreement for Oakhurst Golf Course Maintenance Activities

Continued to the February 18, 2025, meeting.

- c. Establishing 2025/2026 Equivalent Runoff Unit (ERU) Assessment Rate for Federal and State Mandated National Publishing Discharge Elimination System (NPDES) Program (Storm Water Pollution Prevention System)

Following discussion by the City Council, Mayor Trupiano opened the Consent Calendar to public comment:

Tom Wiesendanger – Spoke regarding concerns with golf course maintenance hours, complaints made directly to the golf course and made recommendations on what should be included in the agreement.

Pamela Wiesendanger – Spoke regarding concerns with golf course maintenance hours and conflicts with the noise ordinance.

Glenn Miller – Spoke regarding concerns with current agreement, time maintenance beings (5:00 a.m.), and interactions with golf course maintenance staff.

6. RECOGNITIONS AND PRESENTATIONS

(There are no Recognitions or Presentations scheduled for this meeting.)

7. REPORT

a. City Manager / Staff

- Link to ClearGov Transparency Portal:
<https://cleargov.com/california/contra-costa/city/clayton/checkbook>

Kris Lofthus, City Manager, shared an update on the current staffing recruitments and the interview schedule. Mr. Lofthus also shared that he attended the League of California Cities Conference, provided an update on the search for a vendor to present to the Governance Ad Hoc Committee, and shared information on upcoming City Sponsored Special Events and Planning Commission

b. City Council / Committees

Reports provided as an attachment to the agenda.

Mayor Trupiano reminded the council that the Council Reports are to be used for reporting out on outside committees and other city business activities.

8. PUBLIC HEARINGS

(There were no Public Hearings scheduled for this meeting.)

9. ACTION ITEM(S)

- ### **a.**
- Approve a 4% Base Salary Increase for the Police Chief Job Classification and Amend the City of Clayton's Pay Schedule Accordingly

Kris Lofthus, City Manager, provided an overview of 4% Base Salary Increase for the Police Chief Job Classification and Amendment to the

City of Clayton's Pay Schedule. Following discussion by the City Council, Mayor Trupiano opened the item to public comment; There were no members of the public wishing to speak to this item.

It was moved by Vice Mayor Wan and seconded by Councilmember Tillman to Authorize the City Manager Approve a 4% Base Salary Increase for the Police Chief Job Classification and Amend the City of Clayton's Pay Schedule Accordingly (Passed 5/0)

- 10. ADJOURNMENT** – on a call by Mayor Trupiano, The City Council adjourned its meeting at 8:29 p.m. in honor of:

John Bolin, Dan DeSouza, and John Mele

Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: March 4, 2025

SUBJECT: Authorize the City Manager to Execute an Agreement with Prime Time Entertainment, Inc for Promotor and On-site Coordinator Services for the 2025 Concerts in the Grove Series

RECOMMENDATION

It is Recommended by Staff and the Budget and Audit Committee that the City Council Authorize the City Manager to Execute an Agreement with Prime Time Entertainment, Inc (PTE) for Promotor, Entertainment Insurance, and On-site Coordinator Services for the 2025 Concerts in the Grove Series

BACKGROUND

At its February meeting, the Budget and Audit committee approved the entertainment selection resulting in an overage of \$1,039. This additional cost raises the agreement to \$31,029, which is outside of the City Manager signing authority. Seeking approval to execute the agreement with PTE for the additional cost.

FISCAL IMPACTS

An additional \$1,039 will need to be transferred to the city sponsored special events account. Total Band Costs \$26,239 and onsite Coordination for all dates \$4,800 for an agreement total of \$31,039.

CEQA

None.

ATTACHMENTS

[Attachment 1 - Clayton_ Professional Services Agreement Prime Time Entertainment, Inc.pdf](#)

**CITY OF CLAYTON
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as {Insert Date} by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and **PRIMETIME ENTERTAINMENT, INC.**, a **CORPORATION** with its principal place of business at **2430 Research Drive, Livermore CA 94550** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Concerts in the Grove 2025 (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$ 31,039.00.** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **{Insert Start Date} to 09/30/2025**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics, war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided satisfactory evidence to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Hannah Kohlmeyer, Talent Buyer** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Clayton

6000 Heritage Trail

Clayton, CA 94517

Attn: Kris Lofthus, City Manager

CONSULTANT:

PRIMETIME ENTERTAINMENT, INC

2430 Research Drive

Livermore, CA 94550

Jim Douglas, Owner

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND PRIMETIME ENTERTAINMENT, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CLAYTON

PrimeTime Entertainment, Inc.

By: _____
Kris Lofthus
City Manager

By: _____
Its: Owner
Printed Name: Jim Douglas

ATTEST:

By:
Stephanie Cabrera-Brown
City Clerk

EXHIBIT A

SCOPE OF SERVICES

On-Site Coordinator

1. Designate one On-Site Coordinator and one Promoter (may be the same person)
2. Schedule on-site coordinator to arrive at 3:00 pm and remain on site through the conclusion of the event
3. Handle all entertainment communication, logistics and day of appearance
 - a. Band Load in
 - b. Sound checks
 - c. Concert flow management
 - d. Review set lists
 - e. Plan for and ensure proper audio/electrical needs for each band

Promoter

4. Responsible for requesting the needed insurance, licenses, and contracts required by the City
5. Responsible for paying bands based on agreed upon event rates.
6. Send detailed show logistics in advance of each event: Event timing, hospitality and questions
 - a. Share with engineers, bands, and staff
7. Provide in-house marketing support to create:
 - a. Ad materials
 - b. Online event listing
 - c. Digital Fliers for use of the artists and City

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City for the full . Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by consultant. This is a time-and-materials contract.

Total Bands	\$26,239.00
Total On-site Coordinator Fees	\$4,800.00
Agreement Total	\$31,039.00

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EXHIBIT C
Activity Schedule

Concert Date	Scheduled Band
May 17	
May 31	
June 14	
June 28	
July 12	
July 26	
August 9	
August 23	



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Farhad Mortazavi, Interim Community Development Director

DATE: March 4, 2025

SUBJECT: Acceptance of the 2024 General Plan Implementation and Housing Element Annual Progress Report

RECOMMENDATION

Adopt a Resolution accepting the City's 2024 Housing Element Annual Progress Report (APR) and summary of actions related to implementation of other General Plan policies.

BACKGROUND

Government Code Section 65400 requires the planning agency of each jurisdiction to prepare an annual report on the progress in implementation of the jurisdiction's general plan and general plan housing element. The report from the jurisdiction's planning director or staff must be submitted by April 1 of each year to the jurisdiction's legislative body (city council or board of supervisors), to the State Department of Housing and Community Development (HCD) and to the State Office of Planning and Research (OPR).

HCD uses the APR as a tool to facilitate implementation of a community's housing element as well as for the tracking and monitoring of progress in addressing statewide housing needs and goals. Jurisdictions must report the number of residential units in all pending development applications, the number of housing units approved or entitled, and the number of housing units with building permits issued or final inspections (certificates of occupancy) granted for the reporting calendar year.

The APR includes information on a jurisdiction's progress toward addressing its Regional Housing Needs Allocation (RHNA), including the number of housing units permitted by income level (number of building permits issued), the status of programs in the housing element as adopted on January 17, 2023, (amended in March 2024 and May 2024 in response to formal and informal HCD comments), and efforts to remove government constraints. HCD also uses the submittal of the report as one of its threshold requirements for local public agencies to qualify for certain State grants or program funds.

This Agenda report and the attached Resolution also summarize actions taken by the City during the calendar year 2024 with respect to other policies in the Clayton General Plan.

FISCAL IMPACTS

There are nominal costs related to staff time and printing costs associated with the filing of this report.

CEQA

Acceptance of and authorization to submit the General Plan Annual Progress Report is not a “project” as that term is defined in section 15378 of the state Guidelines for Implementation of the California Quality Act (CEQA Guidelines, California Code of Regulations section 15000 et seq), and therefore, CEQA does not apply to this action.

ATTACHMENTS

[Clayton CC 2024 APR Reso 3 4 25.pdf](#)

[Clayton CC 2024 APR Attachment.pdf](#)

RESOLUTION NO. 7-2025

A RESOLUTION APPROVING THE CITY OF CLAYTON 2024 GENERAL PLAN IMPLEMENTATION SUMMARY AND HOUSING ELEMENT ANNUAL PROGRESS REPORT

THE CITY COUNCIL City of Clayton, California

WHEREAS, Government Code Section 65400 requires the Planning Agency of the City of Clayton, California, to prepare an annual report on the City's progress in implementing its General Plan and Housing Element using forms and definitions adopted by the California Department of Housing and Community Development (HCD); and

WHEREAS, during the reporting period of January 1 through December 31, 2024, the City Council considered various actions that relate to adopted General Plan policies. The City's Capital Improvement Program (CIP), adopted on June 4, 2024, included a list of and appropriations for various infrastructure projects. Projects listed in the CIP implement multi-modal transportation policies in the General Plan, by enhancing pedestrian or bicycle mobility through new pedestrian or bicycle facilities (Downtown Pedestrian Improvement [CIP No. 10450]), or by providing enhancements to existing pedestrian curb ramps to ensure accessibility for persons with various physical abilities (ADA Transition Compliance Program [CIP 10394A]). Street maintenance, paving and rehabilitation programs are again included in this fiscal year's CIP. These pedestrian, accessibility and roadway improvements continue the City's ongoing efforts to implement General Plan Circulation Element Policy 9c and Implementation Measure 4 calling for ongoing evaluation of transportation facilities, as well as Community Design Element Goal 2 supporting a vibrant, pedestrian-friendly Town Center. New programs in the CIP support ongoing infrastructure planning and improvement through enhancements to the City's infrastructure records using a map-based information system (GIS), systematic identification of transportation safety problems and recommended improvements, and equipment installations to improve efficiency of existing roadways in and proximate to Clayton (Geographic Information System Program/Database [CIP No. T2303], Local Roadway Safety Plan [CIP No. T2304], CCTA SMART Signal Upgrades [CIP No. T2305]). These recent programs are consistent with and implement Community Facilities Element Objective 1 and Circulation Element Implementation Measure 12 supporting efficient and safe infrastructure systems, in addition to the above-referenced Circulation Element goals, policies and implementation measures; and

WHEREAS, the 2024 Housing Element Annual Progress Report (APR) includes information on the City of Clayton's progress in addressing its assigned Regional Housing Needs Allocation, including the total number of housing units submitted as part of a development application, the number of housing units entitled, the number of housing units by income level for which a building permit was issued or finalized, the status of program implementation, and efforts to remove governmental constraints for the reporting period; and

WHEREAS, the City's 6th Cycle Housing Element spans the period from 2023 to 2031, with numerous programs scheduled for implementation during the subsequent years of the 2024 reporting period. To date, the City has made notable progress in advancing several housing programs within the initial two years of the planning period. The City continued its efforts in 2024 working with County Building Department plan checkers to finalize the suite of six (6) pre-reviewed plans for accessory dwelling units to aid property owners in streamlining the design and permitting process for construction of ADUs on existing developed residential properties. The City's updated ADU Ordinance codified in Clayton Municipal Code chapter 17.47 aligns with current California ADU legislation (Housing Element Program B1: Accessory Dwelling Units). As a result of City staff's continued efforts in 2024, five (5) ADUs were issued building permits and one (1) ADU was issued a final building permit, in line with annual ADU construction assumptions in the updated Housing Element. Additionally, City staff continued implementing Housing Element programs, such as Housing Element Program A1 to preserve the existing housing stock in good condition. Code Enforcement staff opened 46 cases based on complaints of maintenance at residential properties including overgrown vegetation, junk/debris, and improper storage of recreational vehicles/ trailers of any type. Of those cases, 40 were closed within the year; and

WHEREAS, the 2024 APR also acknowledges affordable and market-rate housing units permitted in the City during the reporting period. Aside from the five (5) ADU's issued building permits and one (1) ADU issued a final building permit (certificate of occupancy), six (6) new market rate apartment units were issued building permits; and

WHEREAS, at a public meeting held on March 4, 2025, the Clayton City Council considered the City's General Plan implementation report and Housing Element APR for 2024, including the Agenda Report and all other public comments and discussion thereon, and determined both reports to be satisfactory and acceptable for submittal to HCD and to the State Office of Planning and Research.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does hereby accept the 2024 report on General Plan implementation and the 2024 Housing Element Annual Progress Report, a copy of which is attached hereto labeled as Exhibit A and incorporated herein as if fully set forth.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 4th day of March 2025, by the following vote:

AYES: Councilmembers: Diaz, Enea, Tillman; Vice Mayor Wan; Mayor Trupiano

NOES: None.

ABSENT: None.

ABSTAIN: None.

THE CITY COUNCIL OF CLAYTON, CA

Kim Trupiano, Mayor

ATTEST:

Stephanie Cabrera-Brown, City Clerk

Please Start Here

General Information	
Jurisdiction Name	Clayton
Reporting Calendar Year	2024
Contact Information	
First Name	Farhad
Last Name	Mortazavi
Title	Interim Community Development Director
Email	InterimCDD@claytonca.gov
Phone	9256737300
Mailing Address	
Street Address	6000 Heritage Trail
City	Clayton
Zipcode	94517

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_01_23_25

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://hcd.my.site.com/hcdconnect>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2024 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2024

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Clayton	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		11
Total Units		11

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	6	0
Accessory Dwelling Unit	0	5	3
Mobile/Manufactured Home	0	0	0
Total	0	11	3

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	1	6
Not Indicated as Infill	5	5

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications

Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	29
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Clayton	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

[illegible]

36

Jurisdiction	Clayton	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	170	-	-	-	-	-	-	-	-	-	-	-	170
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	97	-	-	-	-	-	-	-	-	-	-	-	97
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	84	-	-	-	-	-	-	-	-	-	-	-	84
	Non-Deed Restricted		2	-	-	-	-	-	-	-	-	-	2	
Above Moderate		219	-	-	11	-	-	-	-	-	-	-	11	208
Total RHNA		570												
Total Units			2	-	11	-	-	-	-	-	-	-	13	557
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5		2023	2024	2025	2026	2027	2028	2029	2030	2031	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*		85		-	-	-	-	-	-	-	-	-	-	85

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Clayton	
Reporting Year		2024 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program A1 – Code Enforcement	The City will take to preserve the existing housing stock in good condition include: • Provide ongoing inspection services to review code violations on a complaint basis. • Create an ADU amnesty program that allows owners of illegally converted units to units that comply with the building code and ADU ordinance.	Code Enforcement annually; Amnesty program by 2026; Other efforts ongoing.	Code Enforcement is an ongoing program of the City. During calendar year 2024, City staff opened 46 cases based on complaints of maintenance at residential properties including overgrown vegetation, junk/debris, and Improper storage of recreational vehicles/ trailers of any type. Of those cases, 40 were closed within the year.

Program B1: Accessory Dwelling Units	Increase the number of accessory dwelling units (ADUs) by pursuing the following initiatives, with the goal of facilitating development of at least 10 ADUs annually. 1. Publicize information in the general application packet and posting information on the city's website. 2. Create a preapproved set of standard construction plans for several types of ADUs that property owners can use to reduce planning and building permit plan check costs. 3. Actively advertise the availability of the pre-reviewed plans. 4. Provide incentives for developers of new housing to use ADUs to meet the City's inclusionary housing requirements. 5. Monitor ADU production annually through the Annual Reporting Program (APR) 6. Institute an annual voluntary reporting program for ADU rents to allow the City to determine the percentage of ADUs that meet affordability criteria.	Publicize on website by June 2023; Standard Plans by end of 2023; Other efforts annually through budget cycle.	The City worked with a consultant to develop five pre-reviewed ADU plans ranging from studio to two-bedroom/two-bathroom units. Building permits were issued for four detached ADU's and one attached ADU. Additionally, a building permits were issued for four detached ADU's, one attached ADU, and one single wide manufactured detached ADU on a Permanent Foundation. Three of the six ADU's were issued a final building permit in 2024.
Program B2: Town Center Mixed Use	Amend the Town Center Specific Plan to allow for and encourage compact, creative types of housing, including live/work units, senior housing, efficiency apartments, and co-housing.	Amend the Specific Plan by 2024.	Amendments to the Town Center Specific Plan are anticipated to be drafted in a third phase of Zoning Code amendments related to the Housing Element, scheduled for 2025. During the reporting period, under existing allowances of the Specific Plan, a building permit was issued to convert vacant second floor office space in an existing two-story building, to six rental apartments at a density of 27 units per acre.

Program B3: Affordable Housing Development	Engourage affordable housing development through the following: • Create a database of sites to help developers identify suitable sites for affordable residential and mixed-use developments. • Develop a process that prioritizes the processing of affordable housing applications. • Encourage use of the density bonus provisions through technical assistance and information dissemination. • Alert housing developers with known interest in developing within the City when opportunities are available (e.g. sites, partnerships, City-owned land, availability of funding). • Adopt a policy to provide priority water and sewer service to new housing developments for lower-income households.	Database by end of 2024; Expedited process and priority policy by end of 2024; Annually for alerting developers.	Implementation of this program is underway. The sites database is planned to be incorporated as a layer into the City's new geographic information system. During the reporting period, there were no development applications submitted to the City for affordable housing projects. City staff responds to inquiries from affordable housing developers interested in building housing in the City and will continue to meet with developers throughout the reporting period. City staff maintains a list of recent and potential developers of housing in Clayton and includes those entities in notifications about code or policy changes applicable to housing.
Program B4 – Housing on Institutional Lands	The City will adopt a new Institutional Density District (IDD) to facilitate housing for qualifying projects on properties owned by faith-based institutions and non-profit colleges by rezoning sites A and R in the RHNA sites inventory to IDD. The new district will allow up to 40 units per acre. In addition, the City will outreach to other local faith-based institutions and qualifying institutions informing them of the new regulations.	Establishment of Institutional Density District and rezoning of sites A and R by January 31, 2024 Outreach to faith-based institutions beginning mid-2024 and throughout planning period.	As of January 2024, only one other religious institution owned property in Clayton; the institution had advertised its property for sale at that time, identifying its potential for residential use.

Program C: Adequate Sites	Undertake efforts to ensure that land use policies and regulations can support the City's RHNA of 570 units distributed among very low, low, moderate and above moderate income levels, including the following: • Comply with the Surplus Lands Act. • At such time that the City declares land surplus, the City will proactively seek out an affordable housing developer. • Continue to provide appropriate land use designations and maintain an inventory of suitable sites for residential development. • Establish a means to track all housing sites in the inventory to guard against no net loss of sites identified as suitable for lower-income housing development consistent with Government Code Section 65863. Maintain a priority list of sites for rezoning, if needed to guard against no net loss. • Provide technical assistance and information on available City-owned parcels for lower-income developments to private or non-profit housing providers. • Maintain a database of available housing sites and conduct targeted outreach to multifamily housing	SLA compliance annually and ongoing; Implementation and annual reporting throughout the planning period; Establish no-net-loss tracking within one year of Housing Element adoption and continuously track upon adoption.	The City complies with the SLA in disposition of City-owned properties. No disposition of any City-owned sites occurred in 2024. City staff provides technical assistance to developers interested in constructing affordable and market-rate units as part of its ongoing response to customer service requests and site inquiries.
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Program D1: General Plan Amendments	The City will amend the General Plan Land Use Element to clarify the density ranges for multi-family housing. Parallel amendments will be made to the Zoning Code. These revisions will increase zoning capacity for multi-family housing and thereby encourage development of housing for people of all income levels and desired housing choices. The amendments will increase density ranges for Multifamily land use categories to up to 20 or 30 units per acre, up to 40 units per acre for 100 percent affordable development; amend the Institutional land use designation to allow for residential development within a density range of 10.1 to 30 units per acre, and at a minimum density of 20 units per acre on sites where religious assembly uses already exist; amend the allowed uses in the Town Center designation to accommodate ground-floor residential under prescribed circumstances, allow for densities of up to 25 units per acre, and revisit lot coverage standards to accommodate higher densities; amend ADU provisions to comply with current state law; and include a new policy in the Land Use	Immediately following adoption of the Housing Element, the City will prepare General Plan and Zoning Code amendments. Amendments will be completed by the statutory deadline of January 31, 2024, with a goal of having them adopted before June 2023. ADU amendments by March 2023.	Amendments to the land use designations and policies of the General Plan Land Use Element increased allowable density ranges across multiple land use categories, and assigned residential land use designations that would support the development densities identified in the sites Inventory of the Housing Element. The City Council adopted the amendments to the General Plan Land Use Element on January 17, 2023, concurrently with the adoption of the Housing Element for the 6th housing cycle. Amendments to the ADU ordinance to align with state law were considered by the Planning Commission and City Council at public hearings in February and March 2023 and were adopted by the City Council in April 2023. The amendments were forwarded to HCD for review in April 2023. Other Zoning Code amendments in accordance with Program D2, below were adopted on January 16, 2024 ahead of the January 31, 2024 statutory deadline for rezonings.
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Program D2: Zoning Code Amendments	The City will adopt various amendments to the Zoning Code, including amendments to revise maximum building height in multifamily zone; revise lot area per unit standards to align with increased densities of General Plan residential land use designations; reduce side yard setbacks and open space requirements for multifamily residential zones; amend zoning regulations for low barrier navigation centers, residential care facilities, transitional and supportive housing and employee housing to comply with state law; streamline residential entitlement processes and extend the term of approval for development plan permits; and reduce off-street parking requirements for residential units. The City will also create written procedures for the SB 35 Streamlined Ministerial Approval Process.	By January 31, 2024.	Following the adoption of revised ADU regulations in April 2023 (see Program D1) , the City Council held a public hearing on December 19, 2023, on a second phase of amendments to the Zoning Code related to removal of constraints to housing development and site rezonings to increase allowable densities. Those amendments were later adopted by the City Council on January 16, 2024. The second phase of Zoning Code amendments rezoned certain properties to increase densities or allow residential development on housing opportunity sites in the City's Housing Element sites inventory; relaxed certain development standards for residential projects (building height, setbacks, distances between buildings, minimum lot area per unit for multifamily housing types); established standards for maximum lot area per unit to ensure construction of minimum residential densities in the General Plan; reduced off-street parking requirements for all residential land uses; removed City Council discretion from the Development Plan entitlement process; extended the term of approval for Development Plan permits; and amended the Density Bonus Ordinance to incorporate State law by reference to ensure ongoing compliance of local regulations with California statute, as may be amended from time to time. Future phases of Zoning Code amendments will update regulations for certain residential land uses to comply with State law.
Program D3: Monitor Zoning Code Provisions	Ensure that Zoning Code provisions provide clear pathways for housing development by reviewing the code every two to four years and revise both process and standards as may be needed to remove any identified constraints. In addition, City staff will meet with developers throughout the housing cycle to discuss what developers may perceive to be regulatory or processing constraints.	Meet with developers throughout the cycle.	Staff continues to review the Zoning Code to identify and remove constraints to housing development. Additionally, staff will meet with developers throughout the housing cycle to discuss perceived regulatory or processing constraints.
Program E1: Mortgage Programs	Continue to refer interested persons to information regarding Contra Costa County's Mortgage Credit Certificate Program, Mortgage Revenue Bond Program, Owner-Occupied Housing Rehabilitation Program, and other programs the County may offer over time.	Add to City's Housing webpage by end of 2023; Update Resource Links Annually.	City staff updates links to outside agency resources on an ongoing basis as resources are identified. During this reporting year, no funds were available via the County Mortgage Credit Certificate Program or the Neighborhood Preservation Program. The County is not currently accepting applications for Mortgage Revenue Bond Projects.

Program E2: Mortgage Assistance	Seek funding to develop and implement a sustainable downpayment assistance program for first-time homebuyers by working with the County or by developing the City's own program that can be used with the Mortgage Credit Certificate program, new inclusionary units, or alone.	Examine funding sources and program opportunities by 2025.	Staff has researched various funding sources for a down payment assistance program for first time homebuyers and will begin collaborating with the County to develop a program. The city will work on developing its own program, should no County opportunities become available,
Program F1: Town Center Specific Plan Amendment	The City will amend the Specific Plan to identify housing opportunity sites at a density of up to 30 units per acre and that allow ground-floor residential uses under defined circumstances. The City will promote development opportunities in the Town Center, circulate a development handbook that describes the permitting process for mixed-use and residential projects, and offer incentives such as streamlined processing and additional density bonuses to incentivize such projects. The City will aim to facilitate the development of at least one mixed-use or 100 percent residential project within the planning period.	Amend the Specific Plan by 2024.	Amendments to the Specific Plan are currently underway, which are scheduled to be completed in mid to late 2025.
Program G1: Inclusionary Housing Monitoring	During the planning period, the City will consider revisiting the Affordable Housing Plan to lower the threshold for providing affordable units to fewer than 10 units. Recognizing the in-lieu fees often fall far short of the funds required to construct new unit, the City will also consider adjusting the in-lieu fees, as well as considering offering other options for construction of off-site housing, such as purchase of affordability covenants, rehabilitation of substandard existing units, and funding ADU production on other properties.	Investigate expanding requirements to rental housing and lowering the threshold(s) by 2026; implement by 2028 if deemed to be appropriate.	This program is scheduled for implementation by 2026.

Program H1: Funding Assistance	The City will seek funding under the federal Housing Opportunities for Persons with AIDS, California Child Care Facility Financing Program, and other state and federal programs designated specifically for special needs groups such as seniors, persons with disabilities, and persons at risk for homelessness. The City will aim to work with housing providers on at least one project serving a special needs group during the planning period. The City will continue to work with developers who cater to disabled and other special needs populations to develop a housing project in Clayton.	Seek funding annually; Proactively seek out developers by end of 2025.	This program will be implemented on an ongoing basis throughout the planning period and will proactively seek out developers by end of 2025.
Program H2: Reasonable Accommodation	The City shall provide information on its website and continue to distribute public information brochures on reasonable accommodations for disabled persons and enforcement programs of the California Fair Employment and Housing Council. The City will establish a procedure for disabled persons or their representatives to request a reasonable accommodation from Zoning Code requirements, building codes, and land use regulations, policies, and procedures to provide disabled persons with an opportunity to use and enjoy housing equal to that of non-disabled persons.	Website and public information by end of 2023; Update public information annually; Reasonable accommodation procedure by end of 2024.	The City's Reasonable Accommodations Ordinance was adopted in the 5th housingcycle and is codified in Clayton Municipal Code chapter 15.90 viewable online through the City website. Links to fair housing legislation and resources available through the Department of Rehabilitation and California Civil Rights Department have been added to the City website. City staff will include additional local resources on the City website and at public buildings in the City (Library, City Hall) as such resources are created or updated.

Program H4: Expedited Processing	Give priority to development projects that include a component for special needs groups (including the elderly, disabled, large families, the homeless, students, and transitional foster youth) in addition to other lower-income households. Priority will consist of advancing applications for review ahead of development applications not addressing special needs households. Implement priority based on community needs to ensure adequate housing for all residents within special needs groups.	As development is proposed.	This program will be implemented on an ongoing basis throughout the planning period as development applications are submitted to the City for review.
Program H5 – Shared Housing	Identify providers of shared housing services (such as Eden Council for Hope and Opportunity) that match lower-income seniors and extremely low income households with homeowners willing to share their homes. Develop an outreach program to provide home-sharing information and service providers to local homeowners.	Identify providers and initiate outreach program by 2026, and then ongoing.	This program will be implemented on an ongoing basis. Providers of shared housing will be identified and an outreach program will be initiated by 2026.
Program H6 – Outreach to Persons with Developmental Disabilities	Work with the Regional Center of the East Bay and other disability service providers in the region to identify any continuing unmet housing needs for local residents with developmental disabilities. Provide information via the City's website and regular communications to residents regarding the availability of services through the Regional Center and other sources.	Bi-annual outreach to providers; ongoing communications to residents.	This program will be implemented on an ongoing basis. Staff will conduct bi-annual outreach to disability service providers.

Program I1: Affordable Housing Preservation - Monitor and Provide Options	The Stranahan subdivision includes five units that have affordability covenants expiring during the planning cycle, in 2025 and 2026. The City has no financial resources available to preserve these units' affordability, and affordable housing organizations would have to compete to buy the units to maintain their affordability covenants and would have to subsidize housing costs if a unit were sold or rented to moderate- or lower-income households. To keep these units as affordable units, the City will notify affordable housing providers of potential affordable units for sale before covenants expire to allow providers time to negotiate with homeowners; send letters to property owners of units at risk of expiring covenants, encouraging owners to allow affordable housing providers to purchase the units; amend Chapter 17.92 (Inclusionary Housing Requirements) to allow purchase of these units and extending the affordability covenants as a means of satisfying inclusionary housing goals.	Contact potential nonprofit purchasers in 2024; Send letters to property owners of at-risk units 3 years, 1 year, and 6 months prior to expiration; Consider amendments to CMC Chapter 17.92 by 2024 and if considered appropriate, amend by 2025.	No affordable units had covenants that were scheduled to expire during the reporting period. This program will be implemented throughout the planning cycle as units with affordable covenants approach the end of their term of affordability.
Program I2 – Assistance to Low-Income Homeowners	The Contra Costa County Neighborhood Preservation Program provides assistance to low-income homeowners via low-interest loans for home rehabilitation projects. While funding is limited, the program does partner with other organizations, such as Habitat for Humanity East Bay, to help qualifying households get the assistance needed to maintain units in code-compliant and healthy condition. The City will provide links to the program on its website.	Ongoing.	The City's website provides links to various housing resources, including Contra Costa County's Neighborhood Preservation Program. The link can be found at www.claytonca.gov/community-development/housing/.

Program J1: Fair Housing - Local Practices	Review the Zoning Ordinance, policies, and practices to ensure compliance with fair housing laws.	Review by end of 2023; remedies as needed to be completed by 2025.	During calendar year 2024, City staff did not identify conflicts between existing zoning regulations or land use policies and fair housing laws. Continued review of regulations and amendments as needed will occur throughout the planning period.
Program J2: Transparency in Decision-making	The City will provide information on proposed affordable housing projects to the public through the City's public hearing process in the form of study sessions, public meetings, and when required, public hearings. Early notice and awareness will be provided via print and social media.	At the time applications are received.	This program will be implemented on an ongoing basis throughout the planning period as development applications are submitted to the City for review.
Program J3: Fair Housing - Proactive Actions	Clayton is a high resource area; thus, any new housing built in the City will provide residents a quality living environment. To work toward improving housing access for all, the City will take the following actions: create a webpage as part of the City's website that provides links to housing resources, including how to address fair housing complaints; continue to refer cases and questions to County agencies and their contractors for enforcement of prohibitions on discriminatory lending practices and violations of fair housing laws; continue to provide information to help increase awareness of fair housing protections by referral of people to fair housing workshops sponsored by the County; educate the public and promote public awareness of equal access to housing legislation through flyers at public buildings and on the City website, advise City leaders about fair housing issues and progress, and inform landlords of their legal responsibilities regarding fair housing; continue to participate in and implement the Analysis of Impediments to Fair Housing Choice for Contra Costa County; implement an accessibility	Implementation annually throughout the planning period; Website and public counter posting of fairhousing resources to occur within one year of Housing Element adoption. Accessibility policy by end of 2025.	The Community Development / Housing / Housing Resources page of the City's website includes links to online resources of outside local and state agencies and nonprofit organizations that provide guidance to residents in understanding and identifying fair housing laws and protections, tenant/landlord rights and responsibilities, foreclosure assistance and social services. The City's website is updated regularly as additional resources are identified or existing resources are updated.

Program J4 – Housing Choice Vouchers	Inform residents of the Housing Choice Voucher program (Section 8) available through the Housing Authority of the County of Contra Costa. The City will use notification methods to include posting on the City website, City Manager reports, and as part of regularly scheduled mailings to residents and property owners. The notifications may be combined with other information regarding housing opportunities, such as the availability of pre-reviewed ADU plans and urban infill (SB9) regulations.	Ongoing, 2023–2031.	The City's Community Development/Housing webpage provides a link to the Housing Authority of Contra Costa County and will continue informing residents and property owners of the Housing Choice Voucher (Section 8) program.
Program J5 – Housing Mobility	To improve housing mobility and new housing choices in areas throughout the City, a suite of actions will be employed, including targeting resources and outreach with an overall goal of 267 housing opportunities affordable to lower-income households in the planning period.	If feasible, establish ADU loan pilot program by June 2026 Affirmative marketing strategy implemented on an ongoing basis, as affordable units are developed. Explore alternative land use strategies by June 2025. Pursue funding opportunities for accessibility improvements every other year. Evaluate mobility strategies for effectiveness by December 2027.	The City will begin exploring alternative land strategies by June 2025, commence work in late 2025 to early 2026 establishing an ADU loan pilot program, and begin evaluating mobility strategies in early to mid 2026. Affirmative marketing strategies will be implemented as affordable units are developed and affordable funding opportunities for accessibility improvements will be researched in 2026.

Program K: Replacement Policy	For any proposed housing development that involves the demolition or other removal of existing residential units, Government Code section 65915(c)(3) requires that the City have a replacement policy for any removed units that are subject to a recorded covenant, ordinance, or law that limits occupation of those units to lower- or very low-income households. The City will adopt such a policy to comply with state law.	By end of 2023.	The City is in the process of drafting the policy for City Council adoption.
Program L1: Energy Conservation	Continue to provide energy conservation brochures at City Hall, at the Clayton Community Library, and on the City's website.	Ongoing.	This program will be implemented on an ongoing basis throughout the planning period.
Program L2: Stretch Program	Review and consider possible amendments to the General Plan, Zoning Code, and related policy and regulatory documents to improve energy conservation beyond CalGreen standards. Consider establishing an incentivized residential green building program to encourage energy-efficient retrofitting, and the use of renewable energy in residential applications. Some of the incentives the City will consider when drafting this program will be: • Providing eligible projects with building and plan check fee rebates (when financially feasible) • Achieving third-party green building certification • Renewable energy systems • Green roofs	Consider establishing a residential green building program by 2025.	This program has not been implemented yet and is scheduled for implementation by 2025.
Program L3: Regional Programs	Continue to participate in home energy and water efficiency improvement financing opportunities available through PACE programs, such as HERO, Figtree, and CaliforniaFirst.	Ongoing.	This program will be implemented on an ongoing basis throughout the planning period.

Jurisdiction	Clayton	
Reporting Period	2024	31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only				Units that Count Towards RHNA *			TOTAL UNITS*	The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1*. For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*		
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Clayton	element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.	Note: "*" indicates an optional field
Reporting Period	2024 (Jan. 1 - Dec. 31)		
Period	6th Cycle 01/01/2023 - 01/01/2024		Cells in grey contain auto-calculation formulas

Jurisdiction	Clayton	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?		
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

Jurisdiction	Clayton
Reporting Year	2024 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
 (CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$	65,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.		
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Task 1: Housing Element Preparation	\$65,000.00	\$65,000.00	Completed	REAP	Reimbursement request was submitted to HCD on October 4, 2022. Reimbursement was received July 2023.
Task 2: HCD Coordination, Revisions and Adoption of the Housing Element	\$0.00	\$0.00	Completed	Local General Fund	Initial review of draft HE by HCD occurred between July and October 2022. City addressed HCD staff comments, and City Council adopted the HE on January 17, 2023. Adopted HE resubmitted to HCD on January 31, 2023. Subsequent resubmittals of multiple revised drafts on July 24, 2023, and October 24, 2023, and December 20, 2023. The City submitted an additional draft revision for HCD review in response to December 22, 2023, HCD comment letter in March 2024. The May 2024 Housing Element version incorporated revisions in response to comments from HCD.
Task 3: Adopted Housing Element Initial Implementation	\$0.00	\$0.00	In Progress	Local General Fund	Public hearings on zoning map and text amendments to implement adopted Housing Element policies occurred in March/April 2023 (ADU Ordinance Updates) and November/December (Density Bonus Ordinance, various amendments removing housing constraints, other misc. changes). Clayton City Council adopted the amendments in January 2024. Future phases of amendments will implement additional policies. Pre-reviewed ADU plans are undergoing final rounds of plan check with Contra Costa County Building Department plan checkers.

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		11
Total Units		11

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		3
Total Units		3



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: March 4, 2025

SUBJECT: Unsung Hero for the Month of February (awarded in March)

BACKGROUND

Each month the City Council selects an unsung hero in our community to honor for their contributions to the community.

FISCAL IMPACTS

None.

ATTACHMENTS

[Unsung Hero - Paul Jordan - February 2025.pdf](#)

Unsung Hero – February 2025 – Paul Jordan @ March 4, 2025 Council meeting:

Paul Jordan and his wife Mary have lived in Clayton since 2002. They moved here for that “small town” Mayberry type feel, similar to the Midwest, where Paul grew up and where everyone waved to everyone else, said hello with an eye-to-eye greeting. If you know Paul, that’s one of the things that makes him special. He greets everyone that he sees around town.

In addition to that, he’s done just a “few things” around town including:

- Several times a week, he picks up garbage and trash throughout the downtown and along our trails, just because...he says he needs the exercise.
- He is the current Treasurer of the Clayton Valley Garden Club
- He helps put up and take down holiday decorations every year
- He helps out at all city and CBCA events
- He's on the Board of Directors for the Clayton Historical Society
- He was the former Treasurer for the CBCA in 2015 and again in 2016, while serving on the board.

And if that’s not enough, some of the things he is most proud of, because he was able to coach his son as well as some other wonderful kids, are following:

- He coached Clayton Valley Little League for 7 years and was on the CVLL Board for 3 years
- He coached CYO basketball for three years
- He coached flag football for two years

Thank you, Paul, for all you have done and still do to make our community a better place. We thank you for your service to our community as our February Unsung Hero.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Stephanie Cabrera-Brown, City Clerk/Assistant to the City Manager

DATE: March 4, 2025

SUBJECT: City Council / Committees

RECOMMENDATION

Councilmember Diaz:

- No report submitted.

Councilmember Enea:

- February 16th attended the Clayton Camellia tea at the museum
- February 20th attended farewell to "Gabby" party at the Police Dept.
- Met with TRANSPAC admins. For a review of current issues.
- February 27th attended the League of California Cities East Bay division meeting in San Leandro.

Councilmember Tillman:

- February 12: Clayton Pride community outreach potluck and meeting. This year's Clayton Pride Parade and Festival will be held on June 1 in downtown Clayton.
- February 13th attended the Mayors' conference in Moraga.
- February 15th met with constituents to discuss various city matters.
- February 22nd met with neighbors to discuss Firewise program and measures they can take going forward.
- February 25th spoke to two residents regarding street paving and landscaping issues.

Vice Mayor Wan:

- No report submitted.

Mayor Trupiano:

- February 19th
 - Attended the East Bay Economic Development Alliance board meeting at Sutter Health Alta Bates Summit Medical Center in Oakland. We reviewed the East Bay EDA's new Economic Impact Report for 2024 and attended a presentation by the San Francisco Bay Conservation & Development Commission (BCDC) regarding rising sea levels and the newly adopted Bay Area's Regional Shoreline Adaption Plan.

- Agenda setting meeting with City Manager, City Attorney, City Clerk
- February 20th attended Gabriela Saucedo's farewell party at City Hall. Gabriela was our police administrative technician for nearly three years. She and her husband are relocating to Colorado.
- February 24th
 - Library Working Group meeting with Allison McKee (County Librarian), members of the Clayton Community Library Foundation and our City Manager and City Clerk.
There will be more to report out about this project at a City Council meeting this spring.
 - City Sponsored Special Events committee meeting. Councilmember Diaz and I recommended moving the Prime Time Entertainment contract to the next Council meeting for approval, finalization of sponsorship packages for 2025, discussion about formalizing our co-sponsorship of the Memorial Day Ceremony and approval to work with the Parent Faculty Club from both elementary and middle schools this year for donations at Concerts in the Grove.
- **Upcoming Meetings:** The City Manager and I will be meeting with Regional Vice President at Diamond Terrace on March 6th.
- **In addition:** I had my weekly meetings with our City Manager, and I fielded a number of emails about the Mountaire Parkway paving project, situation at Diamond Terrace, other paving projects and potholes and fire hydrant inspection and readiness.

BACKGROUND

The City Council provides a report of activities that took place between the city council meetings.

FISCAL IMPACTS

n/a



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: March 4, 2025

SUBJECT: Authorize Execution and Recordation of Noise Abatement Agreement for Oakhurst Golf Course Maintenance Activities

RECOMMENDATION

That the City Council authorize execution and recordation of noise abatement agreement for Oakhurst Golf Course Maintenance Activities.

BACKGROUND

Golfers at the Oakhurst Golf Course frequently tee off at sunrise and depart the course at sundown causing maintenance operation to typically occur before and after when the golfers are present on the course, causing noise complaints from neighboring properties. A noise abatement measure became necessary to mitigate the situation.

FISCAL IMPACTS

There are no immediate fiscal impacts associated with the project

CEQA

None.

ATTACHMENTS

[Clayton - Oakhurst - Noise Abatement Agreement 2025.pdf](#)

[Oakhurst Noise Agreement REDLINE 03 04 2025.pdf](#)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOISE ABATEMENT AGREEMENT FOR OAKHURST GOLF COURSE MAINTENANCE ACTIVITIES

WHEREAS, Clayton Municipal Code Section 9.30.050(C) allows the City Council, where exceptional circumstances exist, to approve a noise abatement agreement between the City of Clayton ("City") and a property owner that when executed and recorded make Chapter 9.30 of the Clayton Municipal Code inapplicable to specific activities upon the property; and

WHEREAS, , Empire Acres LLC doing business as Oakhurst Country Club (herein "Club"), the managing and operating corporation of the Oakhurst Country Club located at 1001 Peacock Creek Dr., Clayton, CA 94517 ("Property"), has requested on behalf of the owner of the Club, , Troon Golf Management that the City Council authorize execution of such a noise abatement agreement pertaining to the Club's golf course maintenance activities; and

WHEREAS, the City Manager and the Club General Manager have negotiated the terms of such a noise abatement agreement ("Agreement"); and

WHEREAS, exceptional circumstances exist because golfers typically tee off at sunrise and depart the course at sundown causing maintenance operations to typically occur before and after when golfers are present on the course.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the undersigned parties as follows:

1. Throughout the entire year the Club shall assign its maintenance crews to perform morning work first on holes #2, #16, #17, #18, and the green and fairway of #1 no earlier than 5:30 a.m. Hole #1 tee box no earlier than 6:30a.m. Thereafter maintenance work will be performed on holes #3, #4, #5, #6, #7, #8, #9 and #10, #11, #12, #13, #14, #15- inclusive no earlier than 7:00 a.m., and no later 8:00 p.m.
2. Maintenance vehicle traffic will be rerouted as far away as possible from

adjacent residences, e.g., on hole #4 maintenance vehicle traffic will travel along the right side of the hole furthest away from the homes in the rough area and not on the cart path prior to 7:00 a.m. and after 8:00 p.m.

3. The Club shall respond to complaints regarding noise caused by maintenance operations that are received during the weekday on the same day. The Club shall respond to calls received before 10:00 a.m. on weekends on the same day and respond by the next day if received after 10:00 a.m. on a weekend.

4. Any complaint the Club receives which is not promptly resolved may be appealed by either the complaining party or the Club to the City Manager whose decision as to the appropriate resolution of the complaint shall be final. The City and the Club find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by the Club of its obligations under this Agreement. The City and the Club agree that the liquidated damages amount specified below represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the harm to the City, and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their signatures below, each party specifically confirms the accuracy of the statements made herein and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made. Liquidated damages for non-compliance with this Agreement shall constitute a \$100 fine after the first complaint, \$200 after the third complaint, and \$500 for each complaint thereafter.

5. The Club will provide the City with a list of maintenance equipment that is to be replaced in the next eighteen months. The equipment list shall be submitted to the City no later than 30-days from execution of this Agreement. The City shall be notified if new equipment is purchased and used for maintenance. The Club will make every effort in the replacement program to acquire equipment that operates in a more quiet, efficient manner, i.e., replacement of several "transport" vehicles powered by gasoline engines with electric powered vehicles.

6. This Agreement shall remain in effect for a period of thirty-six full calendar months following the date of execution by the City and the Club. During the last four months of the term of this Agreement the Club will conduct a survey of the owners of residences adjacent to the golf course to determine the efficiency of the Club's maintenance noise abatement procedures pursuant to the provisions of this Agreement with the results of such survey to be reported to the City Manager. The City Manager will then recommend whether this Agreement be renewed for a mutually agreed upon period of time or otherwise modified.

7. The regulations herein set forth shall pertain only to the golf course maintenance activities of the Club and not to other activities conducted on the Club's property, such as swimming and tennis events.

8. The terms hereof shall be binding upon the successor and assigns of the

parties hereto.

9. It is the intention of the Club to operate all golf course activities in a manner that does not disturb the neighboring residents. As equipment is replaced, it will be replaced with electric equipment.

10. Any breach, default or violation of this Agreement may result in sanctions imposed against the Club at City's discretion in the form of either termination of this Agreement or any such remedies, penalties, or fees that are permitted under this Agreement and/or Clayton Municipal Code Section 9.30.070-9.30.080 and 9.30.100.

This Agreement will be recorded in the Contra Costa County Recorder's Office and shall run with land, a legal description of the Property is attached hereto, marked Exhibit "A", and made a part hereof.

Dated: _____, 2024

CITY OF CLAYTON

By: _____
City Manager

APPROVED AS TO FORM:

EMPIRE ACRES LLC dba
OAKHURST COUNTRY CLUB

Malathy Subramanian
Clayton City Attorney

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

Witness my hand and official seal.

[illegible]

Witness my hand and official seal.

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOISE ABATEMENT AGREEMENT FOR OAKHURST GOLD COURSE MAINTENANCE ACTIVITIES

WHEREAS, Clayton Municipal Code Section 9.30.050 ~~(C) C adopted by Ordinance No. 349~~ allows the City Council, where exceptional circumstances exist, to approve a ~~noise abatement~~ agreement between the City of Clayton ("City") and a property ~~that owner establishing various noise abatement procedures which agreement,~~ when executed and recorded, would make Chapter 9.30 of the Clayton Municipal Code inapplicable to specific activities upon the property; and

WHEREAS, ~~American Golf Corporation~~ Empire Acres LLC, doing business as Oakhurst Country Club (herein "Club"), ~~as the managing and operating corporation of the Oakhurst Country Club located at 1001 Peacock Creek Dr., Clayton, CA 94517 ("Property"),~~ has requested on behalf of the owner of the Club, ~~National Troon Golf Operating Management,~~ that the City Council authorize execution of such a noise abatement agreement pertaining to the Club's golf course maintenance activities; and

WHEREAS, the City Manager and the Club General Manager have negotiated the terms of such a noise abatement agreement ~~("Agreement") which are set forth below;~~ and

WHEREAS, exceptional circumstances exist because golfers typically tee off at sunrise and depart the course at sundown causing maintenance operations to typically occur before and after when golfers are present on the course.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the undersigned parties as follows:

1. Throughout the entire year the Club shall assign its maintenance crews to perform morning work first on holes ~~1, #2, 3, 6, 7, 8, 9, #16, #17, and #18,~~ and the green and fairway of #1 no earlier than 5:30 a.m. Hole #1 tee box no earlier than 6:30 a.m. Thereafter maintenance work will be performed on holes ~~#3, #4, #5, #6, #7, #8, #9 and #10, #11, #12, #13, #14, —#15 - inclusive;~~ no earlier than 7:00 a.m., and no later 8:00 p.m. the latter being the holes closest to adjacent residences.

2. Maintenance vehicle traffic will be rerouted as far away as possible from adjacent residences, ~~i.e.~~ g., on hole ~~#4~~ maintenance vehicle traffic will travel along the right side of the hole furthest away from the homes in the rough area and not on the cart path prior to 7:00 a.m. and after ~~108:00~~ 10:00 p.m.

3. The Club shall respond to complaints regarding maintenance operations noise caused by maintenance operations that are received during the week-days on the same day. The Club shall respond to calls received before 10:00 a.m. on weekends on the will likewise receive same day and respondse and by the next day if received after 10:00 a.m. on a weekend.

~~3. Maintenance activities will be operated on a “dual” schedule. During the fall/winter/spring months (typically the third week of October through the third week of April) maintenance on holes 4, 5 and 10—15 inclusive, will take place after 7:00 a.m.~~

~~4.1. The Club shall respond to complaints regarding maintenance operations noise received during week days on the same day; calls received before 10:00 a.m. on weekends will likewise receive same day response and by the next day if received after 10:00 a.m. on a weekend.~~

4. Any complaint the Club receives which is not promptly resolved may be appealed by either the complaining party ~~of or~~ the Club to the City Manager whose decision ~~(which shall be rendered on a reasonable basis)~~ as to the appropriate resolution of the complaint shall be final. The City and the Club find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by the Club of its obligations under this Agreement. The City and the Club agree that the liquidated damages amount specified below represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the harm to the City, and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their signatures below, each party specifically confirms the accuracy of the statements made herein and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made. Liquidated damages for non-compliance with this Agreement shall constitute a \$100 fine after the first complaint, \$200 after the third complaint, and \$500 for each complaint thereafter.

5. The club will provide the City with a list of maintenance equipment that is to be replaced in the next eighteen months. The equipment list shall be submitted to the City no later than 30-days from execution of this Agreement. The City shall be notified if new equipment is purchased and used for maintenance. The Club will make every effort in the replacement program to acquire equipment that operates in a more quiet, efficient manner, i. e., replacement of several “transport” vehicles powered by gasoline engines with electric powered vehicles.

6. This Agreement shall remain in effect for a period of ~~twelve-thirty-six~~ full calendar months following the date of execution by the City and the Club. During the last four months of the term of this Agreement the Club will conduct a survey of the owners of residence adjacent to the golf course to determine the efficiency of the Club’s maintenance noise abatement procedures pursuant to the provisions of this Agreement with the results of such survey to be reported to the City Manager. The City Manager will then recommend whether this Agreement be renewed for a mutually agreed upon period of time or otherwise modified.

7. The regulations herein set forth shall pertain only to the golf course maintenance activities of the Club and not to other activities conducted on the Club’s property, such as swimming and tennis events.

8. The terms hereof shall be binding upon the successor and assigns of the parties hereto.

9. It is the intention of the Club to operate all golf course activities in a manner that does not disturb the neighboring residents. ~~In this regard the following electric equipment (or the equivalent) will be purchased and in operation by April 1, 2000: three Cushman Hawn transports, one Smitheo SandStar, one Ransomes Eplex greens mower. When necessary, each of these~~ As equipment ~~will be is~~ replaced, it will be replaced with ~~similar~~ electric equipment.

10. Any breach, default or violation of this Agreement may result in sanctions imposed against the Club at the City’s discretion in the form of either termination of this Agreement or any such remedies, penalties, or fees ~~sanctions~~ that are permitted under this Agreement and/or Clayton Municipal Code Section 9.30.070-9.30.080 and 9.30.100.

This Agreement will be recorded in the Contra Costa County Recorder’s Office and shall ~~to~~ run with land, ownership of the Oakhurst County Club golf course, a legal description of the Property said golf course being is attached hereto, marked Exhibit “A”, and made a part hereof.

Dated: _____, 2025

CITY OF CLAYTON

By: _____
City Manager

APPROVED AS TO FORM:

EMPIRE ACRES LLC dba
OAKHURST COUNTRY CLUB

Malathy Subramanian
Clayton City Attorney

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On ____, 2025, before me, the undersigned, a notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public