



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, September 19, 2017

7:00 P.M.

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

Mayor: Jim Diaz

Vice Mayor: Keith Haydon

Council Members

Julie K. Pierce

David T. Shuey

Tuija Catalano

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

*** CITY COUNCIL ***

September 19, 2017

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

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

3. **CONSENT CALENDAR**

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

(a) **Information Only** – No Action Requested.

1. Status Report on the City's CalPERS unfunded actuarial liabilities (UALs).
([View Here](#))

(b) Approve the minutes of the City Council's regular meeting of August 1, 2017 and its special meetings of August 2, 2017 and August 14, 2017. ([View Here](#))

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

(d) Adopt a Resolution approving the Final Map (Tract Map 9419), and authorizing the executions of a Storm Water Operations and Maintenance Agreement and a Subdivision Improvement Agreement for the Verna Way Development Project, a 6-lot subdivision stretching between Verna Way and Pine Hollow Road.
([View Here](#))

(e) Adopt a Resolution approving the Parcel Map (MS 01-15) and authorizing the execution of a Subdivision Improvement Agreement for the St. John's Church/Southbrook Drive Mixed Use Planned Development Project. ([View Here](#))

(f) Adopt a Resolution adding the City Hall ADA Accessibility Improvement Project to the City's Capital Improvement Program (CIP) as Project No. 10443, awarding a competitive bid contract to Greentech Industry, Inc., in the amount of \$24,050 for ADA remedial improvements to the front entrance of City Hall, and approving the allocation of necessary Project monies. ([View Here](#))

(g) Adopt a Resolution approving three (3) contracts for the purchase and outfitting of a new 2017 Ford Police Interceptor in the total amount of \$49,358.68, and declaring a 2011 Ford Crown Victoria patrol vehicle (Unit 1733) as property surplus to the City's needs and authorizing its disposal by the City Manager at public auction. ([View Here](#))

(h) Approve the Mayoral re-appointment of Ronald Tervelt to the Contra Costa County Advisory Council on Aging as the City of Clayton's representative with the term of office ending September 30, 2019. ([View Here](#))

- (i) Approve the City's Investment Portfolio Report for the 4th Quarter of FY 2016-17 ending June 30, 2017. ([View Here](#))
- (j) Adopt two (2) Resolutions approving a series of actions authorizing the City's submittal of a regional grant application with the City of Concord to the California Department of Resources Recycling and Recovery (CalRecycle) to incorporate rubberized asphalt materials in the City's 2018 Neighborhood Street Repaving Project. ([View Here](#))
- (k) Adopt a Resolution approving the redirection of \$375,000 in unused Measure J funds (CCTA) from the completed 2016 Arterial Street Rehabilitation Project to rehabilitate the City's portion of Pine Hollow Road as a local arterial street project (CIP Project No. 10379), including installation of a City entryway monument sign. ([View Here](#))

4. RECOGNITIONS AND PRESENTATIONS

- (a) Certificate of Recognition to Kate Amos, student at Clayton Valley Charter High School, for her design work and assistance developing a joint postal mailer from the Clayton Police Department and the U.S. Postal Service regarding mail theft. ([View Here](#))
- (b) Proclamation declaring September 17 – 23, 2017 as "U.S. Constitution Week." ([View Here](#))
- (c) Presentation by Ernesto Avila, Director, Contra Costa Water District (Division 3). Discuss a variety of water topics including efforts at the state level to establish long-term statewide water conservation regulations and the potential future expansion of Los Vaqueros Reservoir. ([View Here](#))

5. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.
- (e) Other

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. When one's name is called or you are recognized by the Mayor as wishing to speak, the speaker shall approach the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

- (a) Consider the Second Reading and Adoption of Ordinance No. 476 adding Section 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas to Title 17 – Zoning of the Clayton Municipal Code describing and establishing how General Plan densities are calculated for proposed residential projects with sensitive land areas. ([View Here](#))
(Community Development Director)

Staff recommendations: **1)** Receive the staff report; **2)** Receive public comments; **3)** Subject to any changes, approve a motion to have the City Clerk read Ordinance No. 476 by title and number only and waive further reading; and **4)** Following the City Clerk's reading, by motion adopt Ordinance No. 476 adding Section 17.22 Residential Density Calculations for Residential Parcels with Sensitive Land Areas to Title 17 - Zoning of the Clayton Municipal Code.

- (b) Consider the Second Reading and Adoption of Ordinance No. 477 adding Section 15.96 – Electric Vehicle Charging Stations to Title 15 - Building & Construction of the Clayton Municipal Code to establish an expedited and streamlined permitting process in compliance with State law. ([View Here](#))
(Community Development Director)

Staff recommendations: **1)** Receive the staff report; **2)** Receive public comments; **3)** Subject to any changes, approve a motion to have the City Clerk read Ordinance No. 477 by title and number only and waive further reading; and **4)** Following the City Clerk's reading, by motion adopt Ordinance No. 477 adding Section 15.96 – Electric Vehicle Charging Stations to Title 15 - Building & Construction of the Clayton Municipal Code.

- (c) Consider the adoption a Resolution amending the City's FY 2017-2018 Capital Improvement Program (CIP) regarding the 2018 Neighborhood Streets Project (CIP No. 10436) recognizing additional state revenue (\$76,157) allocated to Clayton in FY 2017-18 from the new state-legislated Road Maintenance and Rehabilitation Fund (via Senate Bill 1, the "Road Repair and Accountability Act of 2017"), and establishing the list of neighborhood streets to be treated in 2018 using said monies. ([View Here](#))
(City Engineer)

Staff recommendation: Following the staff report and opportunity for public comments, that Council adopt the Resolution.

- (d) Policy discussion and direction on whether to prepare an ordinance to establish local regulations on the use of unmanned aerial systems (aka: drones) within the city. ([View Here](#))
(Chief of Police)

Staff recommendations: **1)** Receive the staff report; **2)** Receive public comments; **3)** Following Council discussion, provide policy direction to staff regarding any desired local regulations on the use of unmanned aerial systems (drones) in Clayton.

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

10. CLOSED SESSION

- (a) *Government Code Section 54956.8, Conference with Real Property Negotiators.*
Real Properties: 6005 Main Street (APNs 119-011-002-1; 118-560-010-1; 118-370-041-6)
Instructions to City Negotiators: Council Members Pierce and Shuey; and
Ed Del Beccaro, Managing Director, Transwestern,
concerning price and terms of payment.
Negotiating Parties:
 1. Avesta Development Group (Mohammad Javanbakht, Managing Partner).
 2. Fulcrum Development (Steven Ring, Sr., Executive Vice President).


Report out of Closed Session: Mayor Diaz.

11. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be October 3, 2017.

#



Approved: 

 Gary A. Napper
 City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KEVIN MIZUNO, FINANCE MANAGER

DATE: September 19, 2017

SUBJECT: INFORMATION ONLY – PUBLICATION OF LATEST CALPERS ACTUARIAL REPORTS FOR YEAR ENDED JUNE 30, 2016

RECOMMENDATION

No recommendation. This staff report is for informational purposes to provide the City Council and the public with a summary of information contained within the latest CalPERS actuarial reports for the City's *multiple-employer cost-sharing defined benefit* pension plans.

BACKGROUND

In lieu of Social Security, the City of Clayton has its employees participate in the California Public Employees' Retirement System (CalPERS) since July 1, 1975. At that time, the City only had two plans; one for civilian (or non-sworn) full-time employees and the other for its sworn full-time police officers. Today, those plans are referred to as the Miscellaneous Tier I and Safety Tier I plans for civilian and sworn police, officers respectively. Risk Pooling was mandated by CalPERS in the fiscal year ending June 30, 2006 (FY 2005-06) based on the June 30, 2003 actuarial valuation to protect small employers (i.e. those with less than 100 active members) against large fluctuations in employer contribution rates caused by unexpected demographic events.

As a result of internal pension reform action taken by the City Council in 2011 as well as the state legislature's enactment of the Public Employees Pension Reform Act (PEPRA) in 2013, the City is now enrolled in a three tiered pension risk pool system covering the Miscellaneous and Safety plans. The following table encompasses the six (6) CalPERS employee pension risk pools and underlying benefit formulas the City currently has:

	Miscellaneous Retirement Plan	Safety (Police) Retirement Plan
Classic	2% at age 55	3% at age 55
Classic Tier II	2% at age 60	2% at age 50
PEPRA	2% at age 62	2.7% at age 57

On an annual basis CalPERS publishes an actuarial valuation for each of the City's pension plan tiers. These actuarial valuations establish the required employer contribution rates as a percentage of payroll as well as the fixed dollar unfunded actuarial liability (UAL) contribution requirements three (3) years from the date of the actuarial report. Accordingly, the actuarial reports for year ended June 30, 2016 provide the employer pension contribution requirements for the fiscal year ending June 30, 2019 (FY 2018-19). The most recent reports, published in August 2017, are available to the public on the CalPERS website at www.calpers.ca.gov. Every year, the City of Clayton has contributed 100% of its annual required contribution as determined by these actuarial reports in accordance with the law.

On December 21, 2016, the CalPERS Board voted to lower its discount rate from 7.5% to 7.0% over a three (3) year timeframe from FY 2018-19 to FY 2020-21 with the intent that a gradual reduction of the rate would give employers more time to prepare for the changes in contribution costs. The first year of pension contribution increases resulting from lowering the discount rate will occur in FY 2018-19.

DISCUSSION

Employer Contribution Requirements

Since the adoption of PEPRA and due to measures taken by the City Council in 2011 to create second retirement tiers, noteworthy savings were realized by the City in the three year timeframe from FY 2012-13 to FY 2014-15. Ultimately, these savings were realized by the City through the gradual attrition of several Tier I "Classic" employees with those positions being filled subsequently by less expensive Tier II and PEPRA enrolled employees. However, commencing in FY 2015-16, in an aggressive and deliberate measure to re-capture these savings realized by participating agencies, CalPERS began billing for the unfunded portion of the City's Tier I pension liabilities as a fixed dollar amount as opposed to the "percentage of payroll" method used in all prior years leading up to FY 2015-16. Therefore, to understand and better prepare for fluctuations in employer pension costs, the City must monitor both the percentage of payroll (or "Normal Cost") rate as well as the fixed dollar UAL contribution components.

As noted previously, the latest CalPERS actuarial reports for the year ended June 30, 2016 establish the City's normal cost contribution rates as well as the fixed dollar UAL contribution requirements for FY 2018-19. Additionally, the actuarial reports provide contribution requirement projections for both FY 2019-20 and FY 2020-21.

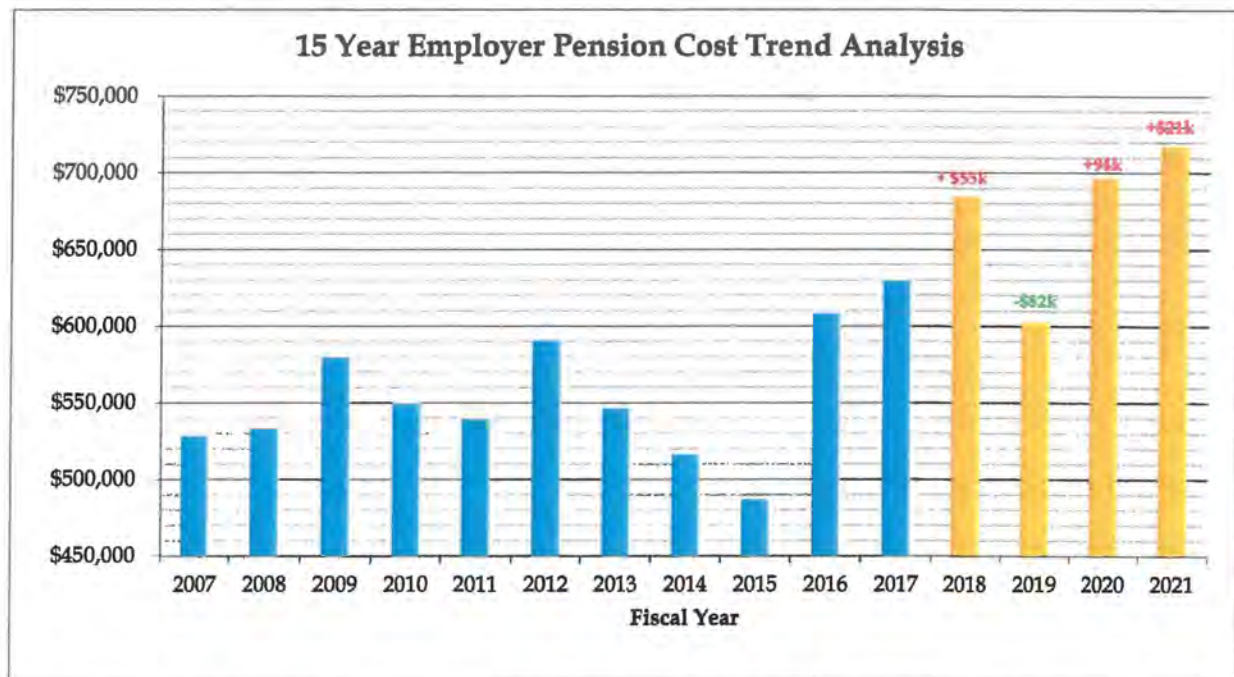
The City's FY 2018-19 contribution requirements relative to the prior year (FY 2017-18) are as follows:

Pension Tier	FY 2017-18		FY 2018-19	
	Normal Cost	UAL	Normal Cost	UAL
Safety Classic	16.842%	\$267,169	17.614%	\$125,476
Safety Tier II	14.971%	\$0	15.719%	\$880
Safety PEPRA	11.990%	\$1,170	12.141%	\$1,404
Miscellaneous Classic	15.418%*	\$147,320	15.892%*	\$171,943
Miscellaneous Tier II	7.200%	\$586	7.634%	\$830
Miscellaneous PEPRA	6.533%	\$519	6.842%	\$2,135

*Includes employer-paid member contribution (EPMC) of 7.0%

The published FY 2018-19 employer contribution requirements remained relatively consistent with prior year actuarial projections, with each of the six tier normal cost rates increasing only slightly. The sizable reduction to the fixed dollar UAL pension contribution requirement for the Safety Tier I plan is a direct result of the full amortization of the plan's side-fund liability in FY 2018-19, which is covered in more depth in the next section.

Given changes in legislative law, employee workforce attrition, and volatility of CalPERS estimates (i.e. investment returns), future pension contributions are somewhat challenging to project with 100% accuracy. However the following chart provides a summary of historical and projected four-year future City-wide employer pension contributions using employment and actuarial information known at this time, but subject to change prospectively. It is noted the FY 2017-18 budget of the City incorporated the increased contribution increase as part of its annually balanced budget without reduction in City services.



Status of Side Fund Liabilities

As covered previously, CalPERS mandated risk pooling for smaller employers commencing in FY 2005-06. One adverse impact of this restructuring was the establishment of “side fund” liabilities for many participating agencies, including Clayton. Although the cost sharing plans were designed to bundle employer pension expenses of several employer plans providing identical benefits, plans that had super- or under-funded statuses carried forward their positive or negative balances into the pooled shared-risk program in what is referred to as a side fund. The City has been amortizing these Miscellaneous and Safety Tier I side fund liabilities over several years within its annual employer contribution requirements.

The latest actuarial reports reveal that both Tier I side fund liabilities are being amortized on schedule. Some very positive news is the Safety Tier I side fund will be a fully cost sharing pooled plan (i.e. paid off) at the close of FY 2018-19; the Miscellaneous Tier I side fund is still projected to be paid off by FY 2020-21. The following table illustrates an updated trend analysis of the City’s side fund liabilities per the June 30, 2016 actuarial reports:

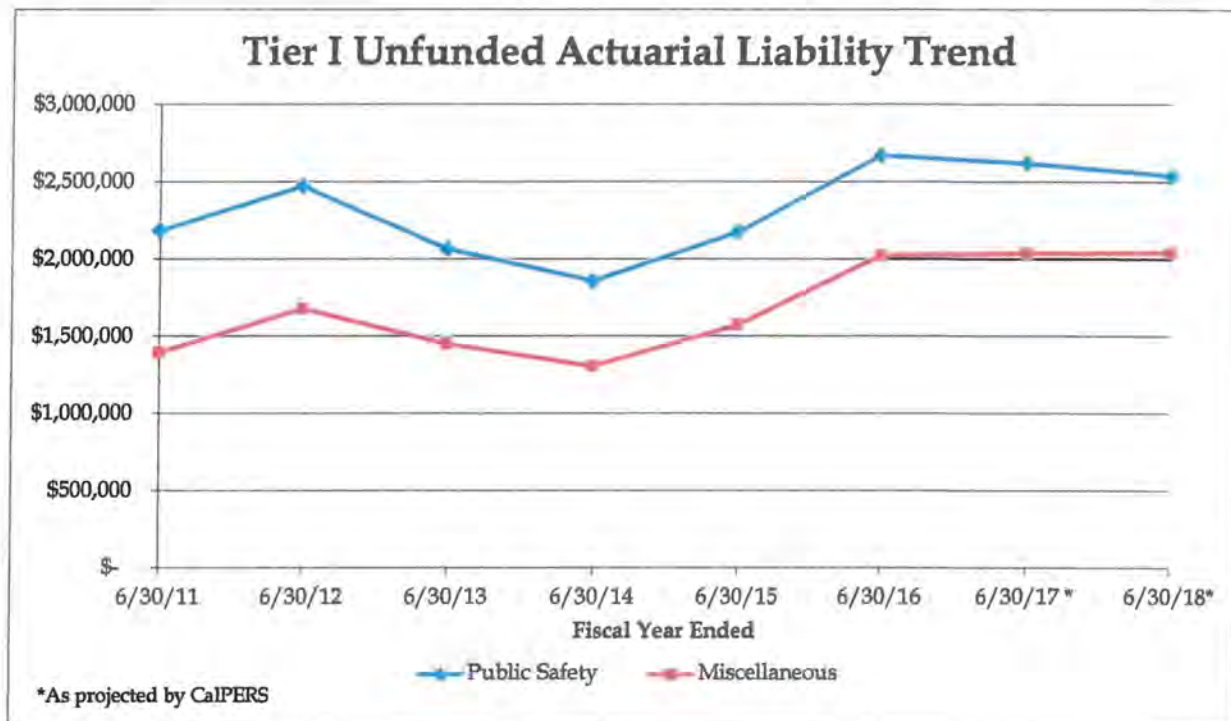


Status of Unfunded Actuarial Liabilities

In regards to the aggregated City pension UAL (which includes the aforementioned side fund liabilities), the June 30, 2016 actuarial reports show an increase in both the Safety and Miscellaneous Tier I UALs. This increase is primarily due to the poor 0.61% investment return of CalPERS in FY 2015-16, which was far below the assumed 7.5% discount rate benchmark

at that time. In contrast, CalPERS published a press release on July 14, 2017 reporting the fund anticipates closing FY 2016-17 with an encouraging investment return of 11.2%. This higher-than-projected investment return is expected to result in a slight reduction to the City's UALs in next year's pension plan actuarial reports.

In future years, gradual decreases to the Tier I UALs are anticipated as a result of CalPERS' implementation of the fixed dollar UAL billings in FY 2015-16. The status of the City's other retirement plans (Tier II and PEPRA) are solvent with insignificant unfunded liabilities not requiring analysis at this time. The chart below illustrates the historical and projected two-year future trends in the aggregated Tier I UALs per the latest actuarial report:



FISCAL IMPACT

This is an informational report requiring no action. Pursuant to recent City Council action, the City also established a "Pension Contribution Stabilization Fund" this fiscal year to assist in mitigating the fiscal impacts of CalPERS. That fund was also seeded with \$110,000 as a budgetary buffer.

Respectively submitted,

T. Kevin Mizuno, CPA
Finance Manager

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

TUESDAY, August 1, 2017

Agenda Date: 9-19-2017

Agenda Item: 3b

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:17 p.m. by Mayor Diaz in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Diaz, Vice Mayor Haydon and Councilmembers Catalano, Pierce and Shuey. Councilmembers absent: None. Staff present: City Manager Gary Napper, and City Clerk/HR Manager Janet Brown.

2. **CLOSED SESSION**

Mayor Diaz announced the City Council will adjourn into Closed Session (6:18 pm) for the following noticed items:

California Government Code Section 54957
Public Employment
Title: City Engineer

* The City Council took a short recess from 7:04 p.m. – 7:09 p.m. *

Mayor Diaz called the City Council meeting back to order (7:09 p.m.).

Report out of Closed Session

Mayor Diaz reported City Council gave direction to its City Manager and there was no public action to report.

REGULAR PUBLIC MEETING

City Attorney Mala Subramanian, Community Development Director Mindy Gentry, and City Engineer Rick Angrisani joined the public meeting.

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

4. **CONSENT CALENDAR**

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

- (a) Approved the minutes of the City Council's regular meeting of July 18, 2017 and its special meeting of July 25, 2017.
- (b) Approved Financial Demands and Obligations of the City.
- (c) Approved the City's response letter to FY 2016-17 Contra Costa County Civil Grand Jury Report No. 1707, "Homelessness in the Cities."

- (d) Adopted Resolution No. 32-2017 approving the Notice of Completion on the Arterial Street Micro-Resurfacing Project (CIP No. 10437) and the Oak Street Rehabilitation Project (private road portion) performed by Intermountain Slurry Seal, Inc., and authorizing the City Clerk to record the Projects.
- (e) Adopted Resolution No. 33-2017 authorizing the filing of a City application for OBAG 2 funds from the Metropolitan Transportation Commission for Clayton's 2018 Neighborhood Street Repavement Project (CIP No. 10436), and committing to the necessary matching funds and stating assurances to complete the project.
- (f) Adopted Resolution No. 34-2017 rejecting all bids received for the Collector Street Rehabilitation Project, CIP No. 10425 (i.e. Keller Ridge Drive).

5. **RECOGNITIONS AND PRESENTATIONS** – None.

6. **REPORTS**

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff – No report.
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Vice Mayor Haydon attended a Concert in The Grove, the July 25th special meeting of the Clayton City Council, the Incident Command System (ICS) course for Executives/Senior Officials 402, and the Clayton Business and Community Association's General Membership meeting.

Councilmember Catalano attended the July 25th special meeting of the Clayton City Council.

Councilmember Shuey had no report.

Councilmember Pierce attended the Contra Costa Transportation Authority meeting, the Association of Bay Area Governments' Associated Committee meeting, the joint meeting between Association of Bay Area Governments and Metropolitan Transportation Committee, the Association of Bay Area Governments' Building Sustainable Home and Resilient Communities meeting, and the Clayton Business and Community Association's General Membership meeting.

Mayor Diaz attended a County Connection Board meeting, the Concerts in The Grove series, the July 25th special meeting of the Clayton City Council, the Classic Car Show and DJ series, the Contra Costa County Mayors' Healthy Cook-off Challenge, the East Bay League of California Cities meeting, the 30th Annual Contra Costa County Sheriffs' Posse BBQ, and the 19th Annual Ed's Mudville Grill Charity Golf Tournament.

- (e) Other – None.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Brenda Sandler, 1774 Indian Wells Way, shared her concerns about high-density housing changing the character of Clayton. Mayor Diaz advised her concerns would also be allowed during the next item on the agenda.

8. PUBLIC HEARINGS

- (a) Public Hearing to consider the Introduction and First Reading of a proposed City-initiated Ordinance No. 476 adding Section 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas to Title 17 Zoning of the Clayton Municipal Code describing and establishing how General Plan densities are calculated for proposed residential projects with sensitive land areas.

Community Development Director Mindy Gentry presented the staff report noting on May 16, 2017 the City Council held a public hearing to consider the subject Ordinance and associated General Plan amendment. That item was approved incorporating the proposed modification on how residential densities are calculated when sensitive land areas are present and to remove minimum density requirements on residentially-designated parcels. The Ordinance's second reading and adoption was scheduled on June 6th; however, during the interim the City received an email identifying concerns with the Ordinance with regards to compliance with state housing law and the City's Housing Element. Consequently, the second reading was continued to provide time for additional staff research; following research of these concerns, staff concluded even though state law always takes precedence over local municipal codes, it is a better practice for the City to be transparent and fully demonstrate its compliance with the state law on this matter.

Therefore, staff is returning this item to City Council in a re-noticed public hearing with revised language exempting certain land parcels where its General Plan designations were amended to comply with state law to fulfill the City's 2007-2014 Regional Housing Needs Allocation obligation. Specifically, the City previously amended the General Plan designation for certain real properties in and adjacent to the Town Center (i.e., off High Street and old Marsh Creek Road), the Old Firehouse Site and an adjacent site, to the Multifamily High Density residential land use designation to be at least 20 units per acre and the high density use to be permitted by right. These areas must be exempted from this Ordinance and do not qualify to have the proposed sensitive land area net density calculation apply to them because the state, through the City's Housing Element 2015-2023, has mandated a density of 20 units to the acre; the application of the proposed Ordinance to those real properties could cause a result of less than 20 units per acre, which would make them non-compliant with state and local housing laws..

Councilmember Pierce requested Ms. Gentry provide a simple example of this net density proposal using 10 acres having 3 of those acres as sensitive land areas. Ms. Gentry responded if a parcel is 10 acres and 3 of those acres qualify as sensitive land areas, then those 3 acres would be deducted from the calculation for the overall housing density, thereby reducing the buildable density; the overall net calculation would result in less units per remaining acre than allowed under current City law.

Vice Mayor Haydon compared the example to how current regulations would apply if the City Council did not approve the Ordinance; one would look at the same 10 acres and see the numbers of homes required but if the developer was unable to build over all of the land due to sensitive or highly sloped land areas, that developer would still build the same number of units yet in a smaller usable area. It results in higher density units.

Mayor Diaz opened the Public Hearing.

Deborah Wittneben, expressed concern on how this ruling affects Lydia Lane vacant land as it is next to a creek. After hearing the staff report, it appears this proposal would actually reduce the number of homes that could go onto that property? The City Council confirmed her understanding is correct. Ms. Wittneben then asked if the developer's plans would be re-submitted to build on that land. Councilmember Pierce advised the City Council has not seen that developer's submittal and is therefore unable to answer that question.

With no other public members wishing to comment, Mayor Diaz then closed the Public Hearing.

It was moved by Councilmember Pierce, seconded by Councilmember Catalano, to have the City Clerk read Ordinance No. 476, by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 476 by title and number only.

It was moved by Councilmember Pierce, seconded by Councilmember Catalano, to approve Ordinance No. 476 for Introduction with the finding adding Section 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas to the Clayton Municipal Code describing and determining how General Plan residential densities are calculated for proposed residential projects on parcels with sensitive land areas will result in activities less intense than those analyzed in the General Plan Environmental Impact Report (EIR) and the Housing Element Initial Study/Negative Declaration (IS/ND). (Passed; 5-0 vote).

- (b) Public Hearing to consider the Introduction and First Reading of a proposed City-initiated Ordinance No. 477 adding Section 15.96 – Electric Vehicle Charging Stations to Title 15 Building & Construction of the Clayton Municipal Code to establish an expedited and streamlined permitting process in compliance with State law.

Community Development Director Mindy Gentry presented the staff report noting on October 8, 2015, AB 1236 was signed into law which ordered the implementation of consistent statewide standards to achieve the timely and cost-effective installation for the electrical vehicle charging stations to be a matter of statewide concern. State law now requires cities with a population of less than 200,000 to enact an expedited and streamlined permitting process for electric vehicle charging stations and for it to be adopted by September 30, 2017. As part of this process, cities are required to adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. The checklist referenced within the state law is the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero Emissions Vehicles in California: Community Readiness Guidebook" published by the State Office of Planning and Research. After reviewing that guidebook, staff is not recommending any changes to the checklist due to lack of unique conditions within Clayton.

State law requires any application made for an electric vehicle charging station must be approved administratively through the issuance of a building permit, and review by the building official is limited to health and safety requirement of local, state and federal law. The City's proposed checklist and expedited process must be implemented in coordination and consultation with Contra Costa County Building Division, Clayton's

contract provider for building permit and inspection services. The County has not yet passed its own ordinance in compliance with state law and does not expect to address this issue until the fall or winter. The City's proposed Ordinance was provided to the County for review and it did not identify a concern in regards to our intended implementation. City staff will work with the County for procedures and protocols for the review system and ensure the building permit, applications, and checklist are available electronically as required by state law.

Mayor Diaz opened the Public Hearing; no comments were offered. Mayor Diaz then closed the Public Hearing.

It was moved by Councilmember Pierce, seconded by Vice Mayor Haydon, to have the City Clerk read Ordinance No. 477, by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 477 by title and number only.

It was moved by Councilmember Pierce, seconded by Councilmember Shuey, to approve Ordinance No. 477 for Introduction with the finding adding Chapter 15.96 – Electric Vehicle Charging Stations, is exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines Section 15303, Class 3 Categorical Exemption for construction of new small facilities or structures. (Passed; 5-0 vote).

9. ACTION ITEMS

- (a) Consider the Second Reading and Adoption of Ordinance No. 475 updating the Clayton Municipal Code, Title 15 Building & Construction, Section 15.08 – Sign Provisions, to comply with the United States Supreme Court's recent decision in *Reed vs. Town of Gilbert, AZ*, to prohibit mobile billboards, and to incorporate other best practices.

Community Development Director Mindy Gentry presented the staff report noting on July 18th the City Council introduced the subject ordinance which proposes to amend the Sign Provisions in the Clayton Municipal Code in order to comply with the United States Supreme Court's recent decision in *Reed vs. Town of Gilbert, AZ* allowing cities to prohibit mobile billboards and to incorporate other best signage practices. While there was discussion pertaining to the allowable size of temporary noncommercial signs, the City Council ended up not making any changes to the Ordinance.

Mayor Diaz opened matter for public comments; no comments were offered.

It was moved by Councilmember Catalano, seconded by Councilmember Pierce, to have the City Clerk read Ordinance No. 475, by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 475 by title and number only.

It was moved by Councilmember Catalano, seconded by Councilmember Pierce, to adopt Ordinance No. 475 amending Chapter 15.08 of the Clayton Municipal Code regarding Sign Provisions to comply with the United States Supreme Court's recent decision in *Reed vs. Town of Gilbert, AZ*, to prohibit mobile billboards, and to incorporate other best practices. (Passed; 5-0 vote).

- (b) Consider the option to designate a City Council Voting Delegate and Alternate Delegate to the League of California Cities 2017 Annual Conference to be held September 13th – 15th in Sacramento, and determine a City voting position, if any, on the two League Conference General Resolutions
(City Clerk)

City Clerk Janet Brown presented the staff report and noted the registration fee for this year's Annual League of Cities Conference is \$575, which does not include additional expenses of transportation or lodging accommodations. At this year's conference there are two (2) League Conference General Resolutions for consideration at the Business Session. Ms. Brown noted the adopted City Budget for FY 2017-18 has \$1,000 allocated for any council member attendance and related expenses.

Mayor Diaz opened the floor to receive public comment; no public comments were offered.

By general consensus, the City Council indicated no need to send a delegate to this year's annual conference but requested a City letter of support be sent regarding the two (2) League Conference General Resolutions.

10. COUNCIL ITEMS – None.

11. RECESS THE CITY COUNCIL MEETING

7:41 p.m. Mayor Diaz recessed the City Council meeting until after the conclusion of the Clayton Finance Authority and GHAD meetings.

12. RECONVENE THE CITY COUNCIL MEETING

7:43 p.m. Mayor Diaz reconvened the City Council meeting.

13. CLOSED SESSION

Mayor Diaz announced the City Council will adjourn into Closed Session (7:44 pm) for the following noticed items:

- (a) *Government Code Section 54956.8, Conference with Real Property Negotiator.*
Real Properties: 6005 Main Street (APNs 119-011-002-1; 118-560-010-1; 118-370-041-6).
Instructions to City Negotiators: Council Members Pierce and Shuey, and Ed Del Beccaro, Managing Director, Transwestern, concerning price and terms of payment.
Negotiating Parties:
1. Avesta Development Group (Mohammad Javanbakht, Managing Partner);
 2. Fulcrum Development (Steven Ring, Sr. Executive Vice President)

8:45 p.m. Report out of Closed Session

Mayor Diaz reported City Council received information from staff and its property negotiators and gave directions. However, there is no public action to report.

14. **ADJOURNMENT**– on call by Mayor Diaz, the City Council adjourned its meeting at 8:46 p.m.

The City Council of August 15 and September 5, 2017 were canceled.
The next regularly scheduled meeting of the City Council will be September 19, 2017.

#

Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Jim Diaz, Mayor

#

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

Wednesday, August 2, 2017

1. CALL TO ORDER AND ROLL CALL

The Clayton City Council special meeting was called to order at 11:02 a.m. by Vice Mayor Haydon in the 1st Floor Conference Room, Clayton City Hall, 6000 Heritage Trail, Clayton, CA. Councilmembers present: Mayor Diaz (arrived at 11:06 a.m.), Vice Mayor Haydon, and Councilmembers Catalano, and Pierce. Councilmembers absent: Councilmember Shuey. City Staff present: City Clerk Janet Brown.

2. PUBLIC COMMENT PERIOD – No comments.

3. TRAINING SESSION – No Action taken.

Elected Official training was provided to City Council Members present involving Incident Command System (ICS) course for Executives/Senior Officials 402. The training was provided by an employee of the City of Concord Police Department.

4. ADJOURNMENT– on call by Mayor Diaz the Clayton City Council special meeting adjourned at 11:36 a.m.

The next regularly scheduled City Council meeting is September 19, 2017.

#

Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Jim Diaz, Mayor

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

Monday, August 14, 2017

1. CALL TO ORDER AND ROLL CALL

The Clayton City Council special meeting was called to order at 5:44 p.m. by Mayor Diaz in the 1st Floor Conference Room, Clayton City Hall, 6000 Heritage Trail, Clayton, CA. Councilmembers present: Mayor Diaz, Vice Mayor Haydon, and Councilmember Catalano. Councilmembers absent: Councilmembers Pierce and Shuey. City Staff present: City Manager Gary Napper.

2. PUBLIC COMMENT PERIOD – No comments.

3. CONSENT CALENDAR

Item 3(a) was pulled from the Consent Calendar at time of posting. No action taken.

- (a) Adopt a Resolution approving the Parcel Map and authorizing the execution of a subdivision Improvement Agreement for the St. John's Church/Southbrook Drive Mixed Use Planned Development Project.

4. ACTION ITEMS

- (a) Consider the approval of a proposed Professional Engineering Services Agreement with Harris & Associates (Concord, CA) for its provision of city engineering services to and for the City of Clayton at a flat monthly retainer of \$9,585 for basic services plus other hourly rate schedules and appoint Mr. Scott Alman, P.E., as the Clayton City Engineer. (City Manager)

City Manager Napper presented the report indicating the proposed Agreement with the selected engineering firm has a one year term at which time both parties can consider extension of the relationship and financial terms. It specifies a basic monthly retainer for city engineering services to be provided by Harris & Associates for the amount of \$9,585 per month with other special services provided at the specified hourly rates noted in Exhibit A. Mr. Scott Alman, the Director of Engineering Services at Harris & Associates, has been presented to the City for its appointment as the new Clayton City Engineer. City Manager Napper noted Mr. Alman is in the audience and has already been working to provide transitional engineering services to the City, and he considers Mr. Alman will be an excellent addition to the City and its organization.

Vice Mayor Haydon inquired if there were any changes made to the proposed consultant agreement. City Manager Napper responded there were modifications made to the initial template provided by the City Attorney, mostly involving language changes

to the insurance provisions of the Agreement. None were significant or substantial in nature or content.

Councilmember Catalano asked if the City Attorney has approved the revised contract. City Manager Napper responded the City Attorney's office was directly involved in evaluating the proposed modifications by Harris & Associates and it has approved the Agreement submitted tonight.

Mayor Diaz opened the item for public comments. No public comments were offered.

**It was moved by Vice Mayor Haydon, seconded by Councilmember Catalano, to approve the one year Professional Engineering Services Agreement with Harris & Associates for city engineering services, appoint Mr. Scott Alman, P.E., as its City Engineer, and authorize the City Manager to execute the Agreement for and on behalf of the City of Clayton.
(Passed; 3-0 vote).**

Mayor Diaz welcomed Mr. Alman to the City of Clayton organization and presented him with the official lapel pin of the City. Mr. Alman indicated he is very excited about this opportunity to work with the City of Clayton.

4. **ADJOURNMENT**— on call by Mayor Diaz the Clayton City Council special meeting adjourned at 5:48 p.m.

The next regularly scheduled City Council meeting is September 19, 2017.

#

Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Jim Diaz, Mayor




Agenda Date 9/19/2017

Agenda Item: 3C

STAFF REPORT

Approved: 
Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: Kevin Mizuno, FINANCE MANAGER 
DATE: 09/19/2017
SUBJECT: INVOICE SUMMARY

RECOMMENDATION:

Approve the following obligations:

08/04/2017	Cash Requirements (checks cut)	\$ 13,176.71
08/18/2017	Cash Requirements (checks cut)	\$ 93,798.84
09/15/2017	Cash Requirements	\$ 700,401.11
08/01/2017	ADP Payroll week 31, PPE 07/30/17	\$ 85,633.67
08/15/2017	ADP Payroll week 33, PPE 08/13/17	\$ 88,243.37
08/29/2017	ADP Payroll week 35, PPE 08/27/17	\$ 83,935.24
09/12/2017	ADP Payroll week 37, PPE 09/10/17	\$ 84,581.64

Total \$1,149,770.58

Attachments:

Cash Requirements Report dated 8/4/2017 (1 page)
Cash Requirements Report dated 8/18/2017 (2 pages)
Cash Requirements Report dated 9/15/2017 (10 pages)
ADP payroll reports for weeks 31-37 (4 pages)

City of Dayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Robert P Cedro								
Robert P Cedro	9/19/2017	9/19/2017	091617	Concert in The Grove 09/16/17	\$1,900.00	\$0.00		\$1,900.00
				<i>Totals for Robert P Cedro:</i>	<u>\$1,900.00</u>	<u>\$0.00</u>		<u>\$1,900.00</u>
Contra Costa County Office of the Sheriff (Training)								
Contra Costa County Office of the Sheri	9/19/2017	9/19/2017	5590-23300-17-001	Radar Training 9/18-9/20 England	\$230.00	\$0.00		\$230.00
				<i>Totals for Contra Costa County Office of the Sheriff (Training):</i>	<u>\$230.00</u>	<u>\$0.00</u>		<u>\$230.00</u>
Ken Joiret								
Ken Joiret	9/19/2017	9/19/2017	090217	Sound for Concert 09/02/17	\$700.00	\$0.00		\$700.00
Ken Joiret	9/19/2017	9/19/2017	091617	Sound for Concert 09/16/17	\$700.00	\$0.00		\$700.00
Ken Joiret	9/19/2017	9/19/2017	080517	Sound for Concert 08/05/17	\$700.00	\$0.00		\$700.00
Ken Joiret	9/19/2017	9/19/2017	081917	Sound for Concert 08/19/17	\$700.00	\$0.00		\$700.00
				<i>Totals for Ken Joiret:</i>	<u>\$2,800.00</u>	<u>\$0.00</u>		<u>\$2,800.00</u>
Jeff Lyons								
Jeff Lyons	9/19/2017	9/19/2017	081917	Concert in The Grove 8/19/17	\$2,000.00	\$0.00		\$2,000.00
				<i>Totals for Jeff Lyons:</i>	<u>\$2,000.00</u>	<u>\$0.00</u>		<u>\$2,000.00</u>
PERMCO, Inc.								
PERMCO, Inc.	9/19/2017	9/19/2017	Files	Reimbursement - Supplies for City files	\$846.71	\$0.00		\$846.71
				<i>Totals for PERMCO, Inc.:</i>	<u>\$846.71</u>	<u>\$0.00</u>		<u>\$846.71</u>
Pride & Joy								
Pride & Joy	9/19/2017	9/19/2017	080517	Concert in The Grove 08/05/17	\$2,800.00	\$0.00		\$2,800.00
				<i>Totals for Pride & Joy:</i>	<u>\$2,800.00</u>	<u>\$0.00</u>		<u>\$2,800.00</u>
The Fundamentals								
The Fundamentals	9/19/2017	9/19/2017	090217	Concert in The Grove 9/2/17	\$1,800.00	\$0.00		\$1,800.00
				<i>Totals for The Fundamentals:</i>	<u>\$1,800.00</u>	<u>\$0.00</u>		<u>\$1,800.00</u>
Don S Vogel								
Don S Vogel	9/19/2017	9/19/2017	080917	Car Show, DJ 08/09/17	\$200.00	\$0.00		\$200.00
Don S Vogel	9/19/2017	9/19/2017	082317	Car Show, DJ 08/23/17	\$200.00	\$0.00		\$200.00
Don S Vogel	9/19/2017	9/19/2017	090617	Car Show, DJ 09/06/17	\$200.00	\$0.00		\$200.00
Don S Vogel	9/19/2017	9/19/2017	Equip.	Equipment Upgrade, DJ for Car Shows	\$200.00	\$0.00		\$200.00
				<i>Totals for Don S Vogel:</i>	<u>\$800.00</u>	<u>\$0.00</u>		<u>\$800.00</u>
				GRAND TOTALS:	\$13,176.71	\$0.00		\$13,176.71

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Bay Area News Group East Bay (CCT)								
Bay Area News Group East Bay (CCT)	9/19/2017	9/19/2017	1067958	Legal ads for July	\$1,797.40	\$0.00		\$1,797.40
<i>Totals for Bay Area News Group East Bay (CCT):</i>					<u>\$1,797.40</u>	<u>\$0.00</u>		<u>\$1,797.40</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	9/19/2017	9/19/2017	801491	Legal services for July	\$8,500.00	\$0.00		\$8,500.00
Best Best & Kreiger LLP	9/19/2017	9/19/2017	801496	Legal services for July	\$295.00	\$0.00		\$295.00
Best Best & Kreiger LLP	9/19/2017	9/19/2017	801497	Legal services for July	\$118.00	\$0.00		\$118.00
<i>Totals for Best Best & Kreiger LLP:</i>					<u>\$8,913.00</u>	<u>\$0.00</u>		<u>\$8,913.00</u>
Bob Stone Roofing & Construction								
Bob Stone Roofing & Construction	9/19/2017	9/19/2017	BP96-17	Deposit refund for 109 Mountaire Pkwy	\$2,000.00	\$0.00		\$2,000.00
<i>Totals for Bob Stone Roofing & Construction:</i>					<u>\$2,000.00</u>	<u>\$0.00</u>		<u>\$2,000.00</u>
Andre Broussard								
Andre Broussard	9/19/2017	9/19/2017	CAP0251	C&D, deposit refund for 314 Chardonnay Ci	\$2,500.00	\$0.00		\$2,500.00
<i>Totals for Andre Broussard:</i>					<u>\$2,500.00</u>	<u>\$0.00</u>		<u>\$2,500.00</u>
Clean Street								
Clean Street	9/19/2017	9/19/2017	87177	Street sweeping for July	\$4,500.00	\$0.00		\$4,500.00
Clean Street	9/19/2017	9/19/2017	86529	Street sweeping for May	\$3,500.00	\$0.00		\$3,500.00
<i>Totals for Clean Street:</i>					<u>\$8,000.00</u>	<u>\$0.00</u>		<u>\$8,000.00</u>
Health Care Dental Trust								
Health Care Dental Trust	9/19/2017	9/19/2017	230221	Dental for September	\$2,539.08	\$0.00		\$2,539.08
<i>Totals for Health Care Dental Trust:</i>					<u>\$2,539.08</u>	<u>\$0.00</u>		<u>\$2,539.08</u>
HUB Inter of CA Ins Svc								
HUB Inter of CA Ins Svc	9/19/2017	9/19/2017	June 2017	Event Insurance for June	\$107.40	\$0.00		\$107.40
<i>Totals for HUB Inter of CA Ins Svc:</i>					<u>\$107.40</u>	<u>\$0.00</u>		<u>\$107.40</u>
Intermountain Slurry Seal, Inc.								
Intermountain Slurry Seal, Inc.	9/19/2017	9/19/2017	1217315	Final payment, 2016 Arterial Streets Proj	\$39,018.86	\$0.00		\$39,018.86
<i>Totals for Intermountain Slurry Seal, Inc.:</i>					<u>\$39,018.86</u>	<u>\$0.00</u>		<u>\$39,018.86</u>
James or Yvonne Jacques								
James or Yvonne Jacques	9/19/2017	9/19/2017	CAP0228	C&D refund for 101 Mt Whitney Wy	\$2,000.00	\$0.00		\$2,000.00
<i>Totals for James or Yvonne Jacques:</i>					<u>\$2,000.00</u>	<u>\$0.00</u>		<u>\$2,000.00</u>
Matrix Association Management								
Matrix Association Management	9/19/2017	9/19/2017	4803	Diablo Estates Mgmt for August	\$4,532.50	\$0.00		\$4,532.50
<i>Totals for Matrix Association Management:</i>					<u>\$4,532.50</u>	<u>\$0.00</u>		<u>\$4,532.50</u>
Mortensen Roofing And Gutters, Inc								
Mortensen Roofing And Gutters, Inc	9/19/2017	9/19/2017	CAP0252	Deposit refund for 5838 Clayton Rd	\$500.00	\$0.00		\$500.00
Mortensen Roofing And Gutters, Inc	9/19/2017	9/19/2017	CAP0254	Deposit refund for 1509 El Camino Dr	\$500.00	\$0.00		\$500.00

City of Lyton

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Mortensen Roofing And Gutters, Inc.:</i>					\$1,000.00	\$0.00		\$1,000.00
MPA								
MPA	9/19/2017	9/19/2017	A071703	Unmet Liability deductible for July	\$2,115.00	\$0.00		\$2,115.00
MPA	9/19/2017	9/19/2017	AUG LTD/Life	LTD/Life for August	\$2,100.32	\$0.00		\$2,100.32
<i>Totals for MPA:</i>					\$4,215.32	\$0.00		\$4,215.32
Neopost Northwest								
Neopost Northwest	9/19/2017	9/19/2017	N6682589	Postage Meter 9/7/17-10/6/17	\$157.93	\$0.00		\$157.93
<i>Totals for Neopost Northwest:</i>					\$157.93	\$0.00		\$157.93
PERMCO, Inc.								
PERMCO, Inc.	9/19/2017	9/19/2017	10821	Engineering services 7/25-8/11/17 - Final	\$11,337.75	\$0.00		\$11,337.75
PERMCO, Inc.	9/19/2017	9/19/2017	10822	Bid process for Collector St Rehab - Final	\$35.50	\$0.00		\$35.50
PERMCO, Inc.	9/19/2017	9/19/2017	10823	Plan check for St John's - Final	\$975.00	\$0.00		\$975.00
PERMCO, Inc.	9/19/2017	9/19/2017	10824	Insp and final report for Arterial Rehab -Final	\$827.50	\$0.00		\$827.50
PERMCO, Inc.	9/19/2017	9/19/2017	10825	Review plans/map for Verna Wy -Final	\$675.00	\$0.00		\$675.00
PERMCO, Inc.	9/19/2017	9/19/2017	10826	Builder Mtg, 925 Douglas Ct - Final	\$150.00	\$0.00		\$150.00
PERMCO, Inc.	9/19/2017	9/19/2017	10827	Prep plans/bid, copy files Main St Planters -F	\$65.00	\$0.00		\$65.00
PERMCO, Inc.	9/19/2017	9/19/2017	10828	Obtain bids, copy files, ADA Mods - Final	\$35.50	\$0.00		\$35.50
PERMCO, Inc.	9/19/2017	9/19/2017	10829	Potential buyers of 8053 Kelok - Final	\$1,527.13	\$0.00		\$1,527.13
<i>Totals for PERMCO, Inc.:</i>					\$15,628.38	\$0.00		\$15,628.38
Professional Convergence Solutions, Inc								
Professional Convergence Solutions, Inc	9/19/2017	9/19/2017	PCS0802172	Troubleshooting phones for PD	\$485.00	\$0.00		\$485.00
<i>Totals for Professional Convergence Solutions, Inc:</i>					\$485.00	\$0.00		\$485.00
Riso Products of Sacramento								
Riso Products of Sacramento	9/19/2017	9/19/2017	172802	Copier lease pmt 5 of 60	\$106.09	\$0.00		\$106.09
<i>Totals for Riso Products of Sacramento:</i>					\$106.09	\$0.00		\$106.09
Staples Advantage								
Staples Advantage	9/19/2017	9/19/2017	8045692829	Office supplies for July	\$111.49	\$0.00		\$111.49
<i>Totals for Staples Advantage:</i>					\$111.49	\$0.00		\$111.49
Stericycle Inc								
Stericycle Inc	9/19/2017	9/19/2017	3003928077	Medical waste disposal	\$101.44	\$0.00		\$101.44
<i>Totals for Stericycle Inc:</i>					\$101.44	\$0.00		\$101.44
Underground Service Alert								
Underground Service Alert	9/19/2017	9/19/2017	17070162	Annual % of Tickets fee	\$584.95	\$0.00		\$584.95
<i>Totals for Underground Service Alert:</i>					\$584.95	\$0.00		\$584.95
GRAND TOTALS:					\$93,798.84	\$0.00		\$93,798.84

City of Clayton

Bank Register Report - B of A-Checking

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running		Status
							Total	Post Date	
33256	Accounts Payable	Computer Check	8/4/2017	Robert P Cedro	\$0.00	\$1,900.00	(\$1,900.00)	8/4/2017	Outstanding
33257	Accounts Payable	Computer Check	8/4/2017	CCC Office of the Sheriff	\$0.00	\$230.00	(\$2,130.00)	8/4/2017	Outstanding
33258	Accounts Payable	Computer Check	8/4/2017	Ken Joiret	\$0.00	\$700.00	(\$2,830.00)	8/4/2017	Outstanding
33259	Accounts Payable	Computer Check	8/4/2017	Ken Joiret	\$0.00	\$700.00	(\$3,530.00)	8/4/2017	Outstanding
33260	Accounts Payable	Computer Check	8/4/2017	Ken Joiret	\$0.00	\$700.00	(\$4,230.00)	8/4/2017	Outstanding
33261	Accounts Payable	Computer Check	8/4/2017	Ken Joiret	\$0.00	\$700.00	(\$4,930.00)	8/4/2017	Outstanding
33262	Accounts Payable	Computer Check	8/4/2017	Jeff Lyons	\$0.00	\$2,000.00	(\$6,930.00)	8/4/2017	Outstanding
33263	Accounts Payable	Computer Check	8/4/2017	PERMCO, Inc.	\$0.00	\$846.71	(\$7,776.71)	8/4/2017	Outstanding
33264	Accounts Payable	Computer Check	8/4/2017	Pride & Joy	\$0.00	\$2,800.00	(\$10,576.71)	8/4/2017	Outstanding
33265	Accounts Payable	Computer Check	8/4/2017	The Fundamentals	\$0.00	\$1,800.00	(\$12,376.71)	8/4/2017	Outstanding
33266	Accounts Payable	Computer Check	8/4/2017	Don S Vogel	\$0.00	\$200.00	(\$12,576.71)	8/4/2017	Outstanding
33267	Accounts Payable	Computer Check	8/4/2017	Don S Vogel	\$0.00	\$200.00	(\$12,776.71)	8/4/2017	Outstanding
33268	Accounts Payable	Computer Check	8/4/2017	Don S Vogel	\$0.00	\$200.00	(\$12,976.71)	8/4/2017	Outstanding
33269	Accounts Payable	Computer Check	8/4/2017	Don S Vogel	\$0.00	\$200.00	(\$13,176.71)	8/4/2017	Outstanding
33270	Accounts Payable	Computer Check	8/21/2017	Bay Area News Group East Bay	\$0.00	\$1,797.40	(\$14,974.11)	8/21/2017	Outstanding
33271	Accounts Payable	Computer Check	8/21/2017	Best Best & Kreiger LLP	\$0.00	\$8,913.00	(\$23,887.11)	8/21/2017	Outstanding
33272	Accounts Payable	Computer Check	8/21/2017	Bob Stone Roofing & Construction	\$0.00	\$2,000.00	(\$25,887.11)	8/21/2017	Outstanding
33273	Accounts Payable	Computer Check	8/21/2017	Andre Broussard	\$0.00	\$2,500.00	(\$28,387.11)	8/21/2017	Outstanding
33274	Accounts Payable	Computer Check	8/21/2017	Clean Street	\$0.00	\$8,000.00	(\$36,387.11)	8/21/2017	Outstanding
33275	Accounts Payable	Computer Check	8/21/2017	Health Care Dental Trust	\$0.00	\$2,539.08	(\$38,926.19)	8/21/2017	Outstanding
33276	Accounts Payable	Computer Check	8/21/2017	HUB Inter of CA Ins Svc	\$0.00	\$107.40	(\$39,033.59)	8/21/2017	Outstanding
33277	Accounts Payable	Computer Check	8/21/2017	Intermountain Slurry Seal, Inc.	\$0.00	\$39,018.86	(\$78,052.45)	8/21/2017	Outstanding
33278	Accounts Payable	Computer Check	8/21/2017	James or Yvonne Jacques	\$0.00	\$2,000.00	(\$80,052.45)	8/21/2017	Outstanding
33279	Accounts Payable	Computer Check	8/21/2017	Matrix Association Management	\$0.00	\$4,532.50	(\$84,584.95)	8/21/2017	Outstanding
33280	Accounts Payable	Computer Check	8/21/2017	Mortensen Roofing And Gutters, Inc	\$0.00	\$1,000.00	(\$85,584.95)	8/21/2017	Outstanding
33281	Accounts Payable	Computer Check	8/21/2017	Municipal Pooling Authority	\$0.00	\$4,215.32	(\$89,800.27)	8/21/2017	Outstanding
33282	Accounts Payable	Computer Check	8/21/2017	Neopost Northwest	\$0.00	\$157.93	(\$89,958.20)	8/21/2017	Outstanding
33284	Accounts Payable	Computer Check	8/21/2017	Professional Convergence Solutions, I	\$0.00	\$485.00	(\$90,443.20)	8/21/2017	Outstanding
33285	Accounts Payable	Computer Check	8/21/2017	Riso Products of Sacramento	\$0.00	\$106.09	(\$90,549.29)	8/21/2017	Outstanding
33286	Accounts Payable	Computer Check	8/21/2017	Staples Advantage	\$0.00	\$111.49	(\$90,660.78)	8/21/2017	Outstanding
33287	Accounts Payable	Computer Check	8/21/2017	Stericycle Inc	\$0.00	\$101.44	(\$90,762.22)	8/21/2017	Outstanding
33288	Accounts Payable	Computer Check	8/21/2017	Underground Service Alert	\$0.00	\$584.95	(\$91,347.17)	8/21/2017	Outstanding

City of Layton Bank Register Report - B of A-Checking

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
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Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$91,347.17)
Total Payments:	(\$91,347.17)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$91,347.17)

City of Clayton Bank Register Report - B of A-Checking

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
33283	Accounts Payable	Computer Check	9/19/2017	PERMCO, Inc.	\$0.00	\$15,628.38	(\$15,628.38)	9/19/2017	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$15,628.38)
Total Payments:	(\$15,628.38)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$15,628.38)

City of Dayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Abacus Concrete								
Abacus Concrete	9/19/2017	9/19/2017	1008	Sidewalk, curb & gutter repairs	\$17,341.53	\$0.00		\$17,341.53
				<i>Totals for Abacus Concrete:</i>	<i>\$17,341.53</i>	<i>\$0.00</i>		<i>\$17,341.53</i>
Ace Sierra Tow								
Ace Sierra Tow	9/19/2017	9/19/2017	53902	PD car tow 7/11/17	\$25.00	\$0.00		\$25.00
				<i>Totals for Ace Sierra Tow:</i>	<i>\$25.00</i>	<i>\$0.00</i>		<i>\$25.00</i>
ADP, LLC								
ADP, LLC	9/19/2017	9/19/2017	499496627	Payroll fees PPE 8/27/17, Qtrly fee end 6/30/	\$175.36	\$0.00		\$175.36
ADP, LLC	9/19/2017	9/19/2017	498758816	Payroll fees PPE 8/13/17	\$162.45	\$0.00		\$162.45
ADP, LLC	9/19/2017	9/19/2017	497895295	Payroll fees PPE 7/30/17	\$162.45	\$0.00		\$162.45
				<i>Totals for ADP, LLC:</i>	<i>\$500.26</i>	<i>\$0.00</i>		<i>\$500.26</i>
All American Label								
All American Label	9/19/2017	9/19/2017	87428	Parking signs	\$851.70	\$0.00		\$851.70
				<i>Totals for All American Label:</i>	<i>\$851.70</i>	<i>\$0.00</i>		<i>\$851.70</i>
All City Management Services, Inc.								
All City Management Services, Inc.	9/19/2017	9/19/2017	50069	School crossing guard services 8/13-8/26/17	\$221.64	\$0.00		\$221.64
				<i>Totals for All City Management Services, Inc.:</i>	<i>\$221.64</i>	<i>\$0.00</i>		<i>\$221.64</i>
AT&T (CalNet3)								
AT&T (CalNet3)	9/19/2017	9/19/2017	9997616	Phone 6/22/17-7/21/17	\$1,624.26	\$0.00		\$1,624.26
AT&T (CalNet3)	9/19/2017	9/19/2017	10135135	Phone 8/22/17-9/21/17	\$1,683.48	\$0.00		\$1,683.48
				<i>Totals for AT&T (CalNet3):</i>	<i>\$3,307.74</i>	<i>\$0.00</i>		<i>\$3,307.74</i>
Jason Barnes								
Jason Barnes	9/19/2017	9/19/2017	1059	Deposit refund for 1470 Lydia Lane	\$679.01	\$0.00		\$679.01
				<i>Totals for Jason Barnes:</i>	<i>\$679.01</i>	<i>\$0.00</i>		<i>\$679.01</i>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	9/19/2017	9/19/2017	0348716-IN	Driving gloves, safety glasses	\$440.44	\$0.00		\$440.44
Bay Area Barricade Serv.	9/19/2017	9/19/2017	0348457-IN	Glass beads	\$156.39	\$0.00		\$156.39
Bay Area Barricade Serv.	9/19/2017	9/19/2017	0347890-IN	Parking signs, sidewalk paint	\$1,124.45	\$0.00		\$1,124.45
				<i>Totals for Bay Area Barricade Serv.:</i>	<i>\$1,721.28</i>	<i>\$0.00</i>		<i>\$1,721.28</i>
Blue Champagne Pools								
Blue Champagne Pools	9/19/2017	9/19/2017	CAP0234	Deposit refunds for 208 Mountaire Circle	\$3,928.41	\$0.00		\$3,928.41
				<i>Totals for Blue Champagne Pools:</i>	<i>\$3,928.41</i>	<i>\$0.00</i>		<i>\$3,928.41</i>
Carol Brigance								
Carol Brigance	9/19/2017	9/19/2017	082717	EH deposit refund 8/27/17	\$500.00	\$0.00		\$500.00
				<i>Totals for Carol Brigance:</i>	<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
CalPERS Health								
CalPERS Health	9/19/2017	9/19/2017	15052165	Medical for September	\$29,912.65	\$0.00		\$29,912.65

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for CalPERS Health:</i>					<i>\$29,912.65</i>	<i>\$0.00</i>		<i>\$29,912.65</i>
CalPERS Retirement								
CalPERS Retirement	9/19/2017	9/19/2017	082717	Retirement PPE 8/27/17	\$14,390.48	\$0.00		\$14,390.48
CalPERS Retirement	9/19/2017	9/19/2017	073017	Retirement PPE 7/30/17	\$14,399.00	\$0.00		\$14,399.00
CalPERS Retirement	9/19/2017	9/19/2017	081317	Retirement PPE 8/13/17	\$14,388.27	\$0.00		\$14,388.27
CalPERS Retirement	9/19/2017	9/19/2017	CC082417	CC retirement ending 8/24/17	\$146.78	\$0.00		\$146.78
CalPERS Retirement	9/19/2017	9/19/2017	15044288	GASB 68 FY 2018 reports	\$2,100.00	\$0.00		\$2,100.00
CalPERS Retirement	9/19/2017	9/19/2017	091017	Retirement PPE 9/10/17	\$14,329.79	\$0.00		\$14,329.79
CalPERS Retirement	9/19/2017	9/19/2017	092417	CC Retirement ending 9/24/17	\$146.78	\$0.00		\$146.78
<i>Totals for CalPERS Retirement:</i>					<i>\$59,901.10</i>	<i>\$0.00</i>		<i>\$59,901.10</i>
CBCA								
CBCA	9/19/2017	9/19/2017	AW2017	Refund overpayment City Services	\$4,630.50	\$0.00		\$4,630.50
<i>Totals for CBCA:</i>					<i>\$4,630.50</i>	<i>\$0.00</i>		<i>\$4,630.50</i>
CCWD								
CCWD	9/19/2017	9/19/2017	A Series	Water 5/6/17-7/10/17	\$57,464.66	\$0.00		\$57,464.66
CCWD	9/19/2017	9/19/2017	B Series	Water 6/3/17-8/3/17	\$33,036.93	\$0.00		\$33,036.93
CCWD	9/19/2017	9/19/2017	C Series	Water 7/11/17-9/10/17	\$44,368.60	\$0.00		\$44,368.60
<i>Totals for CCWD:</i>					<i>\$134,870.19</i>	<i>\$0.00</i>		<i>\$134,870.19</i>
City of Concord								
City of Concord	9/19/2017	9/19/2017	61253	Vehicle maintenance for July	\$1,256.71	\$0.00		\$1,256.71
City of Concord	9/19/2017	9/19/2017	61252	Vehicle maintenance for June	\$2,721.71	\$0.00		\$2,721.71
City of Concord	9/19/2017	9/19/2017	60946	Dispatch services for August	\$20,089.50	\$0.00		\$20,089.50
City of Concord	9/19/2017	9/19/2017	60915	Printing of budget	\$290.07	\$0.00		\$290.07
City of Concord	9/19/2017	9/19/2017	60953	Letterhead and business card printing	\$162.11	\$0.00		\$162.11
City of Concord	9/19/2017	9/19/2017	60652	Printing for PD	\$58.85	\$0.00		\$58.85
City of Concord	9/19/2017	9/19/2017	60655	Printing for PD	\$136.39	\$0.00		\$136.39
City of Concord	9/19/2017	9/19/2017	60131	Dispatch services for July	\$20,089.50	\$0.00		\$20,089.50
<i>Totals for City of Concord:</i>					<i>\$44,804.84</i>	<i>\$0.00</i>		<i>\$44,804.84</i>
City of Pleasant Hill								
City of Pleasant Hill	9/19/2017	9/19/2017	90006831	Transpac Contribution for FY 18	\$25,628.00	\$0.00		\$25,628.00
<i>Totals for City of Pleasant Hill:</i>					<i>\$25,628.00</i>	<i>\$0.00</i>		<i>\$25,628.00</i>
Comcast								
Comcast	9/19/2017	9/19/2017	080517	Internet for 8/10/17-9/9/17	\$386.08	\$0.00		\$386.08
Comcast	9/19/2017	9/19/2017	090517	Internet 9/10/17-10/9/17	\$386.08	\$0.00		\$386.08
<i>Totals for Comcast:</i>					<i>\$772.16</i>	<i>\$0.00</i>		<i>\$772.16</i>
Concord Garden Equipment								
Concord Garden Equipment	9/19/2017	9/19/2017	550427	Sharpen 4 Hedger heads	\$220.00	\$0.00		\$220.00
Concord Garden Equipment	9/19/2017	9/19/2017	550426	Repair blower	\$149.66	\$0.00		\$149.66
Concord Garden Equipment	9/19/2017	9/19/2017	550428	Landscape equipment parts	\$237.15	\$0.00		\$237.15

City of Clayton

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Concord Garden Equipment:</i>					\$606.81	\$0.00		\$606.81
Contra Costa County - Administrator's Office								
Contra Costa County - Administrator's O	9/19/2017	9/19/2017	JAF 17-05	Jail Access fees FY 17	\$9,588.00	\$0.00		\$9,588.00
<i>Totals for Contra Costa County - Administrator's Office:</i>					\$9,588.00	\$0.00		\$9,588.00
Contra Costa County Law & Justice Systems (ACCJIN)								
Contra Costa County Law & Justice Sys	9/19/2017	9/19/2017	LJIS 17-Cty	ACCJIN Shared costs FY 17	\$2,246.54	\$0.00		\$2,246.54
<i>Totals for Contra Costa County Law & Justice Systems (ACCJIN):</i>					\$2,246.54	\$0.00		\$2,246.54
Contra Costa County Library								
Contra Costa County Library	9/19/2017	9/19/2017	Q4 17	Additional library hours for Q4 FY 17	\$1,737.66	\$0.00		\$1,737.66
<i>Totals for Contra Costa County Library:</i>					\$1,737.66	\$0.00		\$1,737.66
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	9/19/2017	9/19/2017	701147	Traffic signal maintenance for June	\$815.10	\$0.00		\$815.10
Contra Costa County Public Works Dept	9/19/2017	9/19/2017	701210	Traffic signal maintenance for July	\$1,443.68	\$0.00		\$1,443.68
<i>Totals for Contra Costa County Public Works Dept:</i>					\$2,258.78	\$0.00		\$2,258.78
Contra Costa County Sheriff - Forensic Svc Div (Lab)								
Contra Costa County Sheriff - Forensic S	9/19/2017	9/19/2017	CLPD-1707	Toxicology for July	\$1,030.00	\$0.00		\$1,030.00
<i>Totals for Contra Costa County Sheriff - Forensic Svc Div (Lab):</i>					\$1,030.00	\$0.00		\$1,030.00
CR Fireline, Inc								
CR Fireline, Inc	9/19/2017	9/19/2017	109132	Fire tests for City Hall	\$375.00	\$0.00		\$375.00
CR Fireline, Inc	9/19/2017	9/19/2017	109131	Fire tests for Endeavor Hall	\$375.00	\$0.00		\$375.00
CR Fireline, Inc	9/19/2017	9/19/2017	109130	Fire tests for Library	\$375.00	\$0.00		\$375.00
<i>Totals for CR Fireline, Inc:</i>					\$1,125.00	\$0.00		\$1,125.00
Cropper Accountancy Corp								
Cropper Accountancy Corp	9/19/2017	9/19/2017	1356	First billing for FY 17 Audit	\$5,000.00	\$0.00		\$5,000.00
<i>Totals for Cropper Accountancy Corp:</i>					\$5,000.00	\$0.00		\$5,000.00
CSI Forensic Supply								
CSI Forensic Supply	9/19/2017	9/19/2017	58564A	Evidence supplies	\$58.73	\$0.00		\$58.73
<i>Totals for CSI Forensic Supply:</i>					\$58.73	\$0.00		\$58.73
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	9/19/2017	9/19/2017	55737413	Property tax for copier	\$79.76	\$0.00		\$79.76
De Lage Landen Financial Services, Inc.	9/19/2017	9/19/2017	55874115	Copier contract 8/15/17-9/14/17	\$304.59	\$0.00		\$304.59
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					\$384.35	\$0.00		\$384.35
Diablo View Cleaning								
Diablo View Cleaning	9/19/2017	9/19/2017	22930	Clean carpet, chairs on 3rd floor	\$375.00	\$0.00		\$375.00
Diablo View Cleaning	9/19/2017	9/19/2017	22858	Carpet cleaning Library and Hoyer Hall	\$1,400.00	\$0.00		\$1,400.00
<i>Totals for Diablo View Cleaning:</i>					\$1,775.00	\$0.00		\$1,775.00

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Dillon Electric Inc								
Dillon Electric Inc	9/19/2017	9/19/2017	3535	Street light repairs - July	\$1,140.21	\$0.00		\$1,140.21
Dillon Electric Inc	9/19/2017	9/19/2017	3553	Street light repair - August	\$299.11	\$0.00		\$299.11
Dillon Electric Inc	9/19/2017	9/19/2017	3552	Street light repair - August	\$169.11	\$0.00		\$169.11
Dillon Electric Inc	9/19/2017	9/19/2017	3547	Street light repairs	\$455.75	\$0.00		\$455.75
<i>Totals for Dillon Electric Inc:</i>					<u>\$2,064.18</u>	<u>\$0.00</u>		<u>\$2,064.18</u>
Eagle Business Forms, Inc								
Eagle Business Forms, Inc.	9/19/2017	9/19/2017	12567	Notice to Appear forms	\$1,939.29	\$0.00		\$1,939.29
<i>Totals for Eagle Business Forms, Inc:</i>					<u>\$1,939.29</u>	<u>\$0.00</u>		<u>\$1,939.29</u>
G.N. Henley, Inc								
G.N. Henley, Inc	9/19/2017	9/19/2017	17-89	Paving repairs at Oak Ct	\$4,396.00	\$0.00		\$4,396.00
<i>Totals for G.N. Henley, Inc:</i>					<u>\$4,396.00</u>	<u>\$0.00</u>		<u>\$4,396.00</u>
Globalstar LLC								
Globalstar LLC	9/19/2017	9/19/2017	8621763	Sat phone 7/16/17-8/15/17	\$69.40	\$0.00		\$69.40
<i>Totals for Globalstar LLC:</i>					<u>\$69.40</u>	<u>\$0.00</u>		<u>\$69.40</u>
GW Bartle Enterprises								
GW Bartle Enterprises	9/19/2017	9/19/2017	CAP0255	Deposit refund for 132 Mt Everest Ct	\$2,500.00	\$0.00		\$2,500.00
<i>Totals for GW Bartle Enterprises:</i>					<u>\$2,500.00</u>	<u>\$0.00</u>		<u>\$2,500.00</u>
Hammons Supply Company								
Hammons Supply Company	9/19/2017	9/19/2017	98978	Janitorial supplies for CCP	\$139.61	\$0.00		\$139.61
Hammons Supply Company	9/19/2017	9/19/2017	99099	Janitorial supplies for Library	\$327.71	\$0.00		\$327.71
Hammons Supply Company	9/19/2017	9/19/2017	99098	Janitorial supplies for EH	\$107.04	\$0.00		\$107.04
<i>Totals for Hammons Supply Company:</i>					<u>\$574.36</u>	<u>\$0.00</u>		<u>\$574.36</u>
Harris & Associates, Inc.								
Harris & Associates, Inc.	9/19/2017	9/19/2017	35370	Engineer services for August	\$9,585.00	\$0.00		\$9,585.00
<i>Totals for Harris & Associates, Inc.:</i>					<u>\$9,585.00</u>	<u>\$0.00</u>		<u>\$9,585.00</u>
HdL Coren & Cone								
HdL Coren & Cone	9/19/2017	9/19/2017	0024401-IN	CAFR services for FY 17	\$745.00	\$0.00		\$745.00
HdL Coren & Cone	9/19/2017	9/19/2017	0011478-IN	HdL Business license software	\$5,612.74	\$0.00		\$5,612.74
<i>Totals for HdL Coren & Cone:</i>					<u>\$6,357.74</u>	<u>\$0.00</u>		<u>\$6,357.74</u>
Health Care Dental Trust								
Health Care Dental Trust	9/19/2017	9/19/2017	232241	Dental for October	\$2,539.08	\$0.00		\$2,539.08
<i>Totals for Health Care Dental Trust:</i>					<u>\$2,539.08</u>	<u>\$0.00</u>		<u>\$2,539.08</u>
iPayment								
iPayment	9/19/2017	9/19/2017	July 2017	Bankcard fees for July	\$221.99	\$0.00		\$221.99
iPayment	9/19/2017	9/19/2017	July 2017	Online bankcard fees for July	\$157.19	\$0.00		\$157.19
iPayment	9/19/2017	9/19/2017	August 2017	Bankcard fees for August	\$160.99	\$0.00		\$160.99

City of Lyton

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
iPayment	9/19/2017	9/19/2017	August 2017	Online bankcard fees for August	\$118.01	\$0.00		\$118.01
				<i>Totals for iPayment:</i>	<i>\$658.18</i>	<i>\$0.00</i>		<i>\$658.18</i>
J&R Floor Services								
J&R Floor Services	9/19/2017	9/19/2017	Eight 2017	Janitorial services for August	\$5,000.00	\$0.00		\$5,000.00
				<i>Totals for J&R Floor Services:</i>	<i>\$5,000.00</i>	<i>\$0.00</i>		<i>\$5,000.00</i>
Sandy Johnson								
Sandy Johnson	9/19/2017	9/19/2017	PC 081017	Petty cash receipts through 8/10/17	\$70.00	\$0.00		\$70.00
				<i>Totals for Sandy Johnson:</i>	<i>\$70.00</i>	<i>\$0.00</i>		<i>\$70.00</i>
LarryLogic Productions								
LarryLogic Productions	9/19/2017	9/19/2017	1672	City council meeting production 8/1/17	\$330.00	\$0.00		\$330.00
				<i>Totals for LarryLogic Productions:</i>	<i>\$330.00</i>	<i>\$0.00</i>		<i>\$330.00</i>
Legal Defense Fund								
Legal Defense Fund	9/19/2017	9/19/2017	220833	Dues 10/1/17	\$13.50	\$0.00		\$13.50
				<i>Totals for Legal Defense Fund:</i>	<i>\$13.50</i>	<i>\$0.00</i>		<i>\$13.50</i>
Main Fire Protection Inc.								
Main Fire Protection Inc.	9/19/2017	9/19/2017	0092069	EH Kitchen hood service	\$222.66	\$0.00		\$222.66
				<i>Totals for Main Fire Protection Inc.:</i>	<i>\$222.66</i>	<i>\$0.00</i>		<i>\$222.66</i>
Marken Mechanical Services Inc								
Marken Mechanical Services Inc	9/19/2017	9/19/2017	4639	Library HVAC maintenance for July	\$527.17	\$0.00		\$527.17
Marken Mechanical Services Inc	9/19/2017	9/19/2017	4641	CH HVAC maintenance for July	\$350.00	\$0.00		\$350.00
Marken Mechanical Services Inc	9/19/2017	9/19/2017	4570	Library HVAC service call, cold water valve l	\$910.00	\$0.00		\$910.00
Marken Mechanical Services Inc	9/19/2017	9/19/2017	4640	EH HVAC maintenance for July	\$259.50	\$0.00		\$259.50
				<i>Totals for Marken Mechanical Services Inc:</i>	<i>\$2,046.67</i>	<i>\$0.00</i>		<i>\$2,046.67</i>
Matrix Association Management								
Matrix Association Management	9/19/2017	9/19/2017	4977	Diablo Estates Mgmt Svcs for September	\$4,532.50	\$0.00		\$4,532.50
				<i>Totals for Matrix Association Management:</i>	<i>\$4,532.50</i>	<i>\$0.00</i>		<i>\$4,532.50</i>
Mortensen Roofing And Gutters, Inc								
Mortensen Roofing And Gutters, Inc	9/19/2017	9/19/2017	CAP0254	C&D refund for 1509 N El Camino Dr	\$2,000.00	\$0.00		\$2,000.00
				<i>Totals for Mortensen Roofing And Gutters, Inc:</i>	<i>\$2,000.00</i>	<i>\$0.00</i>		<i>\$2,000.00</i>
MPA								
MPA	9/19/2017	9/19/2017	C1803	Crime Policy FY 18	\$425.00	\$0.00		\$425.00
MPA	9/19/2017	9/19/2017	ER-1803	ERMA Premium FY 18	\$6,951.00	\$0.00		\$6,951.00
MPA	9/19/2017	9/19/2017	G1703	Workers' Comp Work Alternative Participants	\$130.90	\$0.00		\$130.90
MPA	9/19/2017	9/19/2017	K1803	Wellness Premium FY 18	\$759.00	\$0.00		\$759.00
MPA	9/19/2017	9/19/2017	L1803	Liability Premium FY 18	\$51,502.00	\$0.00		\$51,502.00
MPA	9/19/2017	9/19/2017	CM-1803	CARMA Premium FY 18	\$19,662.00	\$0.00		\$19,662.00
MPA	9/19/2017	9/19/2017	P1803	Property Coverage Premium FY 18	\$10,180.00	\$0.00		\$10,180.00
MPA	9/19/2017	9/19/2017	E1803	Vehicle Damage Premium FY 18	\$2,416.00	\$0.00		\$2,416.00

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MPA	9/19/2017	9/19/2017	B1803-1	Workers' Comp Premium #1	\$47,162.00	\$0.00		\$47,162.00
MPA	9/19/2017	9/19/2017	LTD/Life Sept	LTD/Life for September	\$2,100.32	\$0.00		\$2,100.32
<i>Totals for MPA:</i>					<i>\$141,288.22</i>	<i>\$0.00</i>		<i>\$141,288.22</i>
Municipal Code Corporation								
Municipal Code Corporation	9/19/2017	9/19/2017	00294522	4 Copies of the Republication to the Muni cod	\$32.48	\$0.00		\$32.48
<i>Totals for Municipal Code Corporation:</i>					<i>\$32.48</i>	<i>\$0.00</i>		<i>\$32.48</i>
Neopost (add postage)								
Neopost (add postage)	9/19/2017	9/19/2017	080717	Postage added 8/7/17	\$300.00	\$0.00		\$300.00
<i>Totals for Neopost (add postage):</i>					<i>\$300.00</i>	<i>\$0.00</i>		<i>\$300.00</i>
Neopost Northwest								
Neopost Northwest	9/19/2017	9/19/2017	N6730032	Postage meter contract 10/7/17-11/6/17	\$157.93	\$0.00		\$157.93
<i>Totals for Neopost Northwest:</i>					<i>\$157.93</i>	<i>\$0.00</i>		<i>\$157.93</i>
Pacific Telemanagement Svc								
Pacific Telemanagement Svc	9/19/2017	9/19/2017	933145	Courtyard payphone August	\$73.00	\$0.00		\$73.00
Pacific Telemanagement Svc	9/19/2017	9/19/2017	939040	Courtyard payphone September	\$73.00	\$0.00		\$73.00
<i>Totals for Pacific Telemanagement Svc:</i>					<i>\$146.00</i>	<i>\$0.00</i>		<i>\$146.00</i>
PG&E								
PG&E	9/19/2017	9/19/2017	081617	Electricity/Gas 7/17/17-8/15/17	\$20,806.77	\$0.00		\$20,806.77
PG&E	9/19/2017	9/19/2017	082317	Electricity 7/22/17-8/22/17	\$5,023.89	\$0.00		\$5,023.89
<i>Totals for PG&E:</i>					<i>\$25,830.66</i>	<i>\$0.00</i>		<i>\$25,830.66</i>
Pond M Solutions								
Pond M Solutions	9/19/2017	9/19/2017	206	Fountain maintenance	\$650.00	\$0.00		\$650.00
Pond M Solutions	9/19/2017	9/19/2017	221	Fountain maintenance	\$650.00	\$0.00		\$650.00
<i>Totals for Pond M Solutions:</i>					<i>\$1,300.00</i>	<i>\$0.00</i>		<i>\$1,300.00</i>
Professional Convergence Solutions, Inc								
Professional Convergence Solutions, Inc	9/19/2017	9/19/2017	PCS0915172	Troubleshooting phones	\$150.00	\$0.00		\$150.00
<i>Totals for Professional Convergence Solutions, Inc:</i>					<i>\$150.00</i>	<i>\$0.00</i>		<i>\$150.00</i>
Pursuit North								
Pursuit North	9/19/2017	9/19/2017	01 136633	PD City entryway surveillance system	\$61,400.43	\$0.00		\$61,400.43
Pursuit North	9/19/2017	9/19/2017	02 209526	Strip-out wrecked patrol car	\$500.00	\$0.00		\$500.00
<i>Totals for Pursuit North:</i>					<i>\$61,900.43</i>	<i>\$0.00</i>		<i>\$61,900.43</i>
Riso Products of Sacramento								
Riso Products of Sacramento	9/19/2017	9/19/2017	174107	Copier lease 6 of 60	\$106.09	\$0.00		\$106.09
Riso Products of Sacramento	9/19/2017	9/19/2017	173636	Copier contract usage 7/20/17-8/19/17	\$18.51	\$0.00		\$18.51
<i>Totals for Riso Products of Sacramento:</i>					<i>\$124.60</i>	<i>\$0.00</i>		<i>\$124.60</i>
Ashley Rose								
Ashley Rose	9/19/2017	9/19/2017	081317	EH deposit refund 8/11/17	\$500.00	\$0.00		\$500.00

City of Dayton

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Ashley Rose:</i>					\$500.00	\$0.00		\$500.00
Roto-Rooter Sewer/Drain Service								
Roto-Rooter Sewer/Drain Service	9/19/2017	9/19/2017	H-158-17	The Grove repair 8/3/17	\$282.69	\$0.00		\$282.69
Roto-Rooter Sewer/Drain Service	9/19/2017	9/19/2017	I-229-17	Dig up sewer line, cleanout, cap - Oak St Bldg	\$1,450.00	\$0.00		\$1,450.00
<i>Totals for Roto-Rooter Sewer/Drain Service:</i>					\$1,732.69	\$0.00		\$1,732.69
Patricia Schroeder								
Patricia Schroeder	9/19/2017	9/19/2017	090917	BH deposit refund 9/9/17	\$500.00	\$0.00		\$500.00
<i>Totals for Patricia Schroeder:</i>					\$500.00	\$0.00		\$500.00
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	9/19/2017	9/19/2017	82003887	Irrigation parts	\$915.33	\$0.00		\$915.33
Site One Landscape Supply, LLC	9/19/2017	9/19/2017	81980450	PVC Cable saw	\$4.05	\$0.00		\$4.05
Site One Landscape Supply, LLC	9/19/2017	9/19/2017	82354659	Irrigation parts	\$1,083.52	\$0.00		\$1,083.52
<i>Totals for Site One Landscape Supply, LLC:</i>					\$2,002.90	\$0.00		\$2,002.90
Richard W Spencer								
Richard W Spencer	9/19/2017	9/19/2017	1347	Infiltration inspection, report - CCP	\$700.00	\$0.00		\$700.00
Richard W Spencer	9/19/2017	9/19/2017	1348	Infiltration inspection, report - Fountain	\$600.00	\$0.00		\$600.00
<i>Totals for Richard W Spencer:</i>					\$1,300.00	\$0.00		\$1,300.00
Sprint Comm (PD)								
Sprint Comm (PD)	9/19/2017	9/19/2017	703335311-188	Cell phones 6/26/17-7/25/17	\$724.97	\$0.00		\$724.97
<i>Totals for Sprint Comm (PD):</i>					\$724.97	\$0.00		\$724.97
Staples Advantage								
Staples Advantage	9/19/2017	9/19/2017	8046145754	Office supplies August	\$371.07	\$0.00		\$371.07
<i>Totals for Staples Advantage:</i>					\$371.07	\$0.00		\$371.07
Stericycle Inc								
Stericycle Inc	9/19/2017	9/19/2017	3003961863	Medical waste disposal	\$101.44	\$0.00		\$101.44
<i>Totals for Stericycle Inc:</i>					\$101.44	\$0.00		\$101.44
The Radar Shop								
The Radar Shop	9/19/2017	9/19/2017	11013	Recertify radar, lidar units	\$227.00	\$0.00		\$227.00
<i>Totals for The Radar Shop:</i>					\$227.00	\$0.00		\$227.00
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Food for City Council	\$12.97	\$0.00		\$12.97
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Name plates, plaques, Planning Commission	\$60.52	\$0.00		\$60.52
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Storage unit rent	\$127.00	\$0.00		\$127.00
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Advertising for PW Positions	\$160.00	\$0.00		\$160.00
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Dinner for Volunteers	\$106.09	\$0.00		\$106.09
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Paper, Quill	\$198.31	\$0.00		\$198.31
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	PAPA	\$100.00	\$0.00		\$100.00
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Rex Lock, Keys	\$8.97	\$0.00		\$8.97

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	P & D Appliance	\$349.50	\$0.00		\$349.50
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Red Wing, Boots	\$375.15	\$0.00		\$375.15
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Staples, Office supplies	\$78.29	\$0.00		\$78.29
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Fuel	\$827.68	\$0.00		\$827.68
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Fuel	\$54.42	\$0.00		\$54.42
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Fuel	\$1,052.44	\$0.00		\$1,052.44
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$364.85	\$0.00		\$364.85
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$234.19	\$0.00		\$234.19
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Pest Control products	\$40.18	\$0.00		\$40.18
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$326.85	\$0.00		\$326.85
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Car Washes	\$26.99	\$0.00		\$26.99
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Search tool, Transunion, service fee	\$55.80	\$0.00		\$55.80
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Tactical rifle training, Starick	\$216.03	\$0.00		\$216.03
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Headlights	\$60.66	\$0.00		\$60.66
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$173.56	\$0.00		\$173.56
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Office supplies	\$309.59	\$0.00		\$309.59
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Windshield glue, cleaner	\$23.01	\$0.00		\$23.01
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$420.72	\$0.00		\$420.72
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$223.32	\$0.00		\$223.32
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$126.21	\$0.00		\$126.21
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Amazon	\$0.54	\$0.00		\$0.54
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$101.10	\$0.00		\$101.10
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Car Washes	\$62.97	\$0.00		\$62.97
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$263.35	\$0.00		\$263.35
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$165.29	\$0.00		\$165.29
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Car Washes	\$25.98	\$0.00		\$25.98
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$16.17	\$0.00		\$16.17
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Car Wash	\$12.99	\$0.00		\$12.99
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$167.54	\$0.00		\$167.54
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Car Washes	\$38.97	\$0.00		\$38.97
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 7/24/17	Vehicle Gas	\$289.61	\$0.00		\$289.61
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Food for City Council	\$73.87	\$0.00		\$73.87
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	City of Martinez, Parking	\$0.50	\$0.00		\$0.50
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Storage unit rent	\$127.00	\$0.00		\$127.00
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Interview panel meals	\$63.31	\$0.00		\$63.31
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Proclamation covers	\$138.93	\$0.00		\$138.93
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Shirt for Scott Alman	\$44.80	\$0.00		\$44.80
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Flowers for EH	\$46.37	\$0.00		\$46.37
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Sod for The Grove	\$62.64	\$0.00		\$62.64
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Paint supplies	\$329.96	\$0.00		\$329.96
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Spare Keys, WD-40, ties, cleaner	\$168.71	\$0.00		\$168.71
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Landscape tools	\$375.19	\$0.00		\$375.19
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Fuel	\$678.92	\$0.00		\$678.92
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Fuel	\$128.05	\$0.00		\$128.05
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Fuel	\$894.18	\$0.00		\$894.18

City of Clayton

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$302.78	\$0.00		\$302.78
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$244.32	\$0.00		\$244.32
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$254.91	\$0.00		\$254.91
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Car Washes	\$12.99	\$0.00		\$12.99
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Training course	\$75.50	\$0.00		\$75.50
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Search Service, CO alarms for cars	\$100.45	\$0.00		\$100.45
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$72.43	\$0.00		\$72.43
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Office supplies	\$148.82	\$0.00		\$148.82
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Postage	\$4.11	\$0.00		\$4.11
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	fax machine, toner	\$220.78	\$0.00		\$220.78
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Batteries, charger, wire cutters	\$647.91	\$0.00		\$647.91
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$321.20	\$0.00		\$321.20
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$168.38	\$0.00		\$168.38
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$280.57	\$0.00		\$280.57
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Amazon	\$55.94	\$0.00		\$55.94
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$138.85	\$0.00		\$138.85
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Car Washes	\$38.97	\$0.00		\$38.97
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Training lunches	\$29.02	\$0.00		\$29.02
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$52.92	\$0.00		\$52.92
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$309.04	\$0.00		\$309.04
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Car Washes	\$25.98	\$0.00		\$25.98
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Training meals	\$80.93	\$0.00		\$80.93
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Proforce - replacement taser	\$1,130.14	\$0.00		\$1,130.14
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$77.08	\$0.00		\$77.08
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Spike strips	\$998.00	\$0.00		\$998.00
US Bank - Corp Pmt System CalCard	9/19/2017	9/19/2017	Stmt end 8/22/17	Vehicle Gas	\$346.00	\$0.00		\$346.00
<i>Totals for US Bank - Corp Pmt System CalCard:</i>					<i>\$16,528.26</i>	<i>\$0.00</i>		<i>\$16,528.26</i>
Verizon Wireless								
Verizon Wireless	9/19/2017	9/19/2017	9790178541	Cell phone 7/2/17-8/1/17	\$97.35	\$0.00		\$97.35
Verizon Wireless	9/19/2017	9/19/2017	9791927249	Cell phones 8/2/17-9/1/17	\$101.20	\$0.00		\$101.20
<i>Totals for Verizon Wireless:</i>					<i>\$198.55</i>	<i>\$0.00</i>		<i>\$198.55</i>
Waraner Brothers Tree Service								
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13854	Tree work Stranahan Cir	\$660.00	\$0.00		\$660.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13858	Tree work Old MCR @ High St	\$600.00	\$0.00		\$600.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13855	Tree work Main St	\$1,080.00	\$0.00		\$1,080.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13861	Tree work Mitchell Canyon	\$1,920.00	\$0.00		\$1,920.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13856	Tree work Windmill Canyon Ct	\$780.00	\$0.00		\$780.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13857	Tree work Center St	\$1,800.00	\$0.00		\$1,800.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13859	Tree work Lydia Lane Trail	\$480.00	\$0.00		\$480.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13860	Tree work Clayton Rd	\$1,080.00	\$0.00		\$1,080.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13862	Tree work Clayton Rd @ Mitchell Canyon	\$1,800.00	\$0.00		\$1,800.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13863	Tree work Lydia Lane Park	\$360.00	\$0.00		\$360.00
Waraner Brothers Tree Service	9/19/2017	9/19/2017	13864	Tree work Eagle Peak @ Oakhurst Dr	\$720.00	\$0.00		\$720.00

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Waraner Brothers Tree Service:</i>					<u>\$11,280.00</u>	<u>\$0.00</u>		<u>\$11,280.00</u>
Wells Fargo Bank (Trustee Fees)								
Wells Fargo Bank (Trustee Fees)	9/19/2017	9/19/2017	1467165	Lydia Lane Sewer Paying Agent Fee	\$500.00	\$0.00		\$500.00
<i>Totals for Wells Fargo Bank (Trustee Fees):</i>					<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>
Wells Fargo Bank Bank (Bond Debt Service)								
Wells Fargo Bank Bank (Bond Debt Se	9/19/2017	9/19/2017	CLAY 02092017	Clayton CA Limit Obliga Imp 8-02 FAST	\$9,899.75	\$0.00		\$9,899.75
<i>Totals for Wells Fargo Bank Bank (Bond Debt Service):</i>					<u>\$9,899.75</u>	<u>\$0.00</u>		<u>\$9,899.75</u>
Western Exterminator								
Western Exterminator	9/19/2017	9/19/2017	5280340	Pest Control for July	\$385.50	\$0.00		\$385.50
<i>Totals for Western Exterminator:</i>					<u>\$385.50</u>	<u>\$0.00</u>		<u>\$385.50</u>
Christine Wilburn								
Christine Wilburn	9/19/2017	9/19/2017	081517	EH deposit refund 8/15/17	\$384.00	\$0.00		\$384.00
<i>Totals for Christine Wilburn:</i>					<u>\$384.00</u>	<u>\$0.00</u>		<u>\$384.00</u>
William D White Co Inc								
William D White Co Inc	9/19/2017	9/19/2017	454911CLAY	Replace keypad, program codes for maint yar	\$1,212.55	\$0.00		\$1,212.55
<i>Totals for William D White Co Inc:</i>					<u>\$1,212.55</u>	<u>\$0.00</u>		<u>\$1,212.55</u>
Workers.com								
Workers.com	9/19/2017	9/19/2017	119787	Seasonal workers week end 8/20/17	\$3,422.31	\$0.00		\$3,422.31
Workers.com	9/19/2017	9/19/2017	119726	Seasonal workers week end 8/13/17	\$3,485.86	\$0.00		\$3,485.86
Workers.com	9/19/2017	9/19/2017	119663	Seasonal workers week end 8/6/17	\$3,383.34	\$0.00		\$3,383.34
Workers.com	9/19/2017	9/19/2017	119541	Seasonal workers week end 7/23/17	\$4,019.00	\$0.00		\$4,019.00
Workers.com	9/19/2017	9/19/2017	119848	Seasonal workers week end 8/27/17	\$3,264.46	\$0.00		\$3,264.46
Workers.com	9/19/2017	9/19/2017	119911	Seasonal workers week end 9/3/17	\$3,329.86	\$0.00		\$3,329.86
<i>Totals for Workers.com:</i>					<u>\$20,904.83</u>	<u>\$0.00</u>		<u>\$20,904.83</u>
Zee Medical Company								
Zee Medical Company	9/19/2017	9/19/2017	72462366	First aid cabinet organize, replenish	\$111.84	\$0.00		\$111.84
<i>Totals for Zee Medical Company:</i>					<u>\$111.84</u>	<u>\$0.00</u>		<u>\$111.84</u>
GRAND TOTALS:					\$700,401.11	\$0.00		\$700,401.11

WEEK 31 BATCH 6704 36 PAYS
0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000036 Tot Docs in all:00000000039
First No. Last No. Total
Checks: ADPCHECK ADPCHECK 00000000007
Vouchers: 00000310001 00000310029 00000000029

Earnings Statement

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

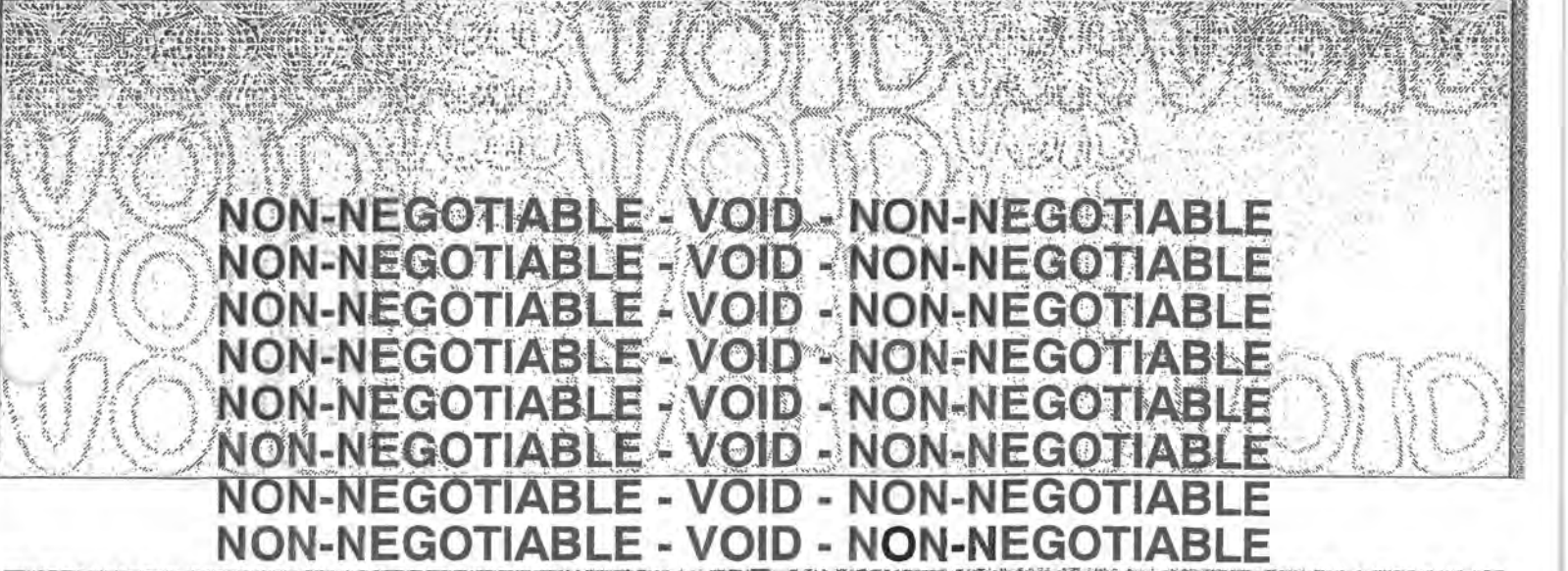
COPY CHECK STUFFING, RECONCILIATION **COPY**

85633.67 GROSS
60972.45 NET PAY (INCLUDING ALL DEPOSITS)
10006.69 FEDERAL TAX
187.02 SOCIAL SECURITY
1184.06 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
3087.39 STATE TAX
.00 LOCAL TAX
68026.63 DEDUCTIONS
3141.88 NET CHECK

COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001

COPY **COPY**

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



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TEAR HERE

WEEK 33 BATCH 8111 36 PAYS
0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000036 Tot Docs in all:00000000039
First No. Last No. Total
Checks: ADPCHECK ADPCHECK 00000000007
Vouchers: 00000330001 00000330029 00000000029

Earnings Statement

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

CHECK STUFFING, RECONCILIATION

COPY

COPY

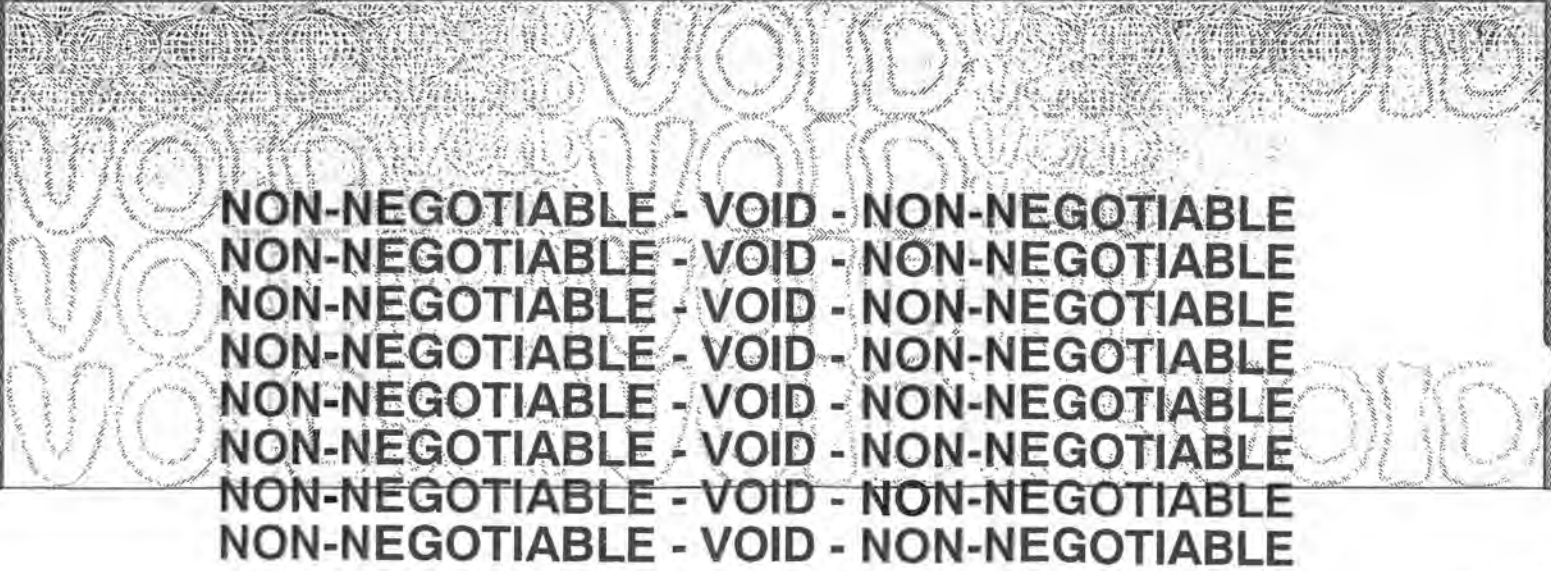
88243.37 GROSS
61571.37 NET PAY (INCLUDING ALL DEPOSITS)
10603.81 FEDERAL TAX
314.72 SOCIAL SECURITY
1221.86 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
3170.37 STATE TAX
.00 LOCAL TAX
69411.62 DEDUCTIONS
3520.99 NET CHECK

COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001

COPY

COPY

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



WEEK 37 BATCH 1937 34 PAYS
0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000034 Tot Docs in all:00000000037
First No. Last No. Total
Checks: ADPCHECK ADPCHECK 00000000006
Vouchers: 00000370001 00000370028 00000000028

Earnings Statement

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

CHECK STUFFING, RECONCILIATION

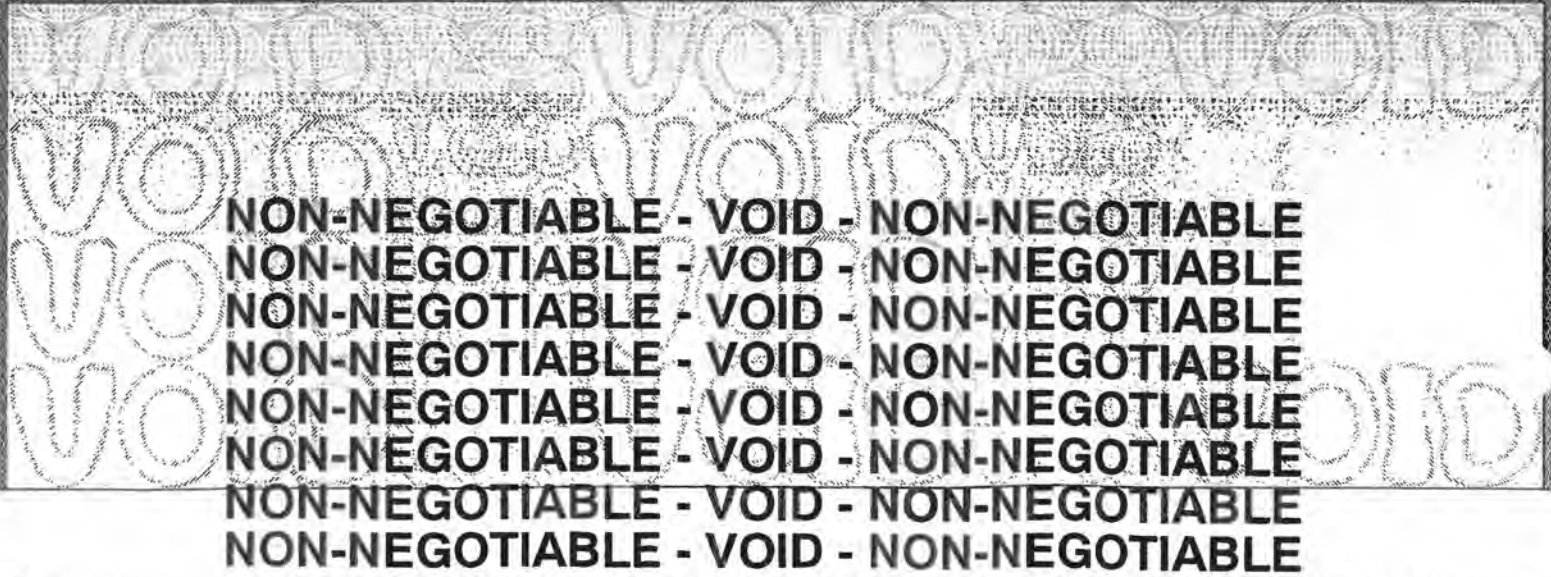
84581.64 GROSS
57561.17 NET PAY (INCLUDING ALL DEPOSITS)
10366.98 FEDERAL TAX
263.29 SOCIAL SECURITY
1168.79 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
3141.75 STATE TAX
.00 LOCAL TAX
66787.46 DEDUCTIONS
2853.37 NET CHECK

**COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001**

COPY

COPY

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



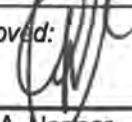
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TEAD UEDB



Agenda Date: 9-19-2017

Agenda Item: 3d

Approved: 
Gary A. Napper City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: SCOTT ALMAN, CITY ENGINEER

DATE: SEPTEMBER 19, 2017

SUBJECT: CONSIDER A RESOLUTION APPROVING THE FINAL MAP (TRACT MAP 9419), AUTHORIZING THE EXECUTION OF A STORM WATER OPERATIONS AND MAINTENANCE AGREEMENT AND AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE VERNA WAY DEVELOPMENT PROJECT

RECOMMENDATIONS

It is recommended the City Council adopt the attached Resolution, approving the Final Map (Tract Map 9419) and authorizing the Mayor to execute the Storm Water Control Operations and Maintenance Agreement and the Subdivision Improvement Agreement for the Verna Way Project (**Attachment 1**).

BACKGROUND

Following a public hearing on August 9, 2016, the Clayton Planning Commission approved certain matters listed below regarding the Verna Way development project, which consists of a proposed six-lot subdivision on two parcels that stretch between Verna Way and Pine Hollow Road. One parcel contains a single family residence and various out-buildings and the second parcel is currently an empty parcel that had an orchard on it in earlier times:

1. Environmental Review (ENV-01-16) adoption of the Verna Way Residential Subdivision Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, prepared in accordance with the California Environmental Quality Act (CEQA).
2. Tentative Subdivision Map (Map-01-14) approving the Verna Way Residential Subdivision Tentative Subdivision Map to subdivide two existing adjacent properties measuring 1.12 acres and 1.34 acres (2.46 acres total) in area into six single-family residential lots.

3. Variance (VAR-02-14) allowing each of the six proposed lots to have smaller lot widths than the required 100-foot lot width.
4. Tree Removal Permit (TRP-04-15) allowing the removal of 105 out of 141 trees existing on the project site.

The applicant, North San Ramon Development 1, LLC, is requesting approval of the Final Map (Tract Map 9419) for the Verna Way Project. The City Engineer has reviewed the Final Map and has found it to be technically correct, in substantial conformance with the approved Tentative Map (Map 01-14) and in conformance with the requirements of the Subdivision Map Act and the Clayton Municipal Code (**Attachment 2**). The developer has prepared the required Storm Water Control Plan and the Storm Water Operations and Maintenance Plan to satisfy the requirements of Section C.3 of the City's NPDES permit. The Developer will execute the required Storm Water Control Operations and Maintenance Agreement that will run in perpetuity with the title to each of the six subdivision lots. (**Attachment 3**). The developer will execute the Subdivision Improvement Agreement and provided the required bonds and development impact fees (**Attachment 4**).

ENVIRONMENTAL

This action is exempt from the California Environmental Quality Act (CEQA) under Statutory Exemptions, Section 15268 - Ministerial Projects (b)(3) approval of final subdivision maps.

FISCAL IMPACT

There should be no direct fiscal impact to the City.

ATTACHMENTS

1. City Council Resolution No. -2017 [2 pp.]
2. Final Map [4 pp.]
3. Storm Water Operations and Maintenance Agreement [10 pp.]
4. Subdivision Improvement Agreement [41 pp.]

A RESOLUTION APPROVING THE FINAL MAP (TRACT MAP 9419), AUTHORIZING THE EXECUTION OF A STORM WATER OPERATIONS AND MAINTENANCE AGREEMENT AND AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE VERNA WAY DEVELOPMENT PROJECT

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

WHEREAS, following a public hearing on August 9, 2016, the Clayton Planning Commission approved certain matters regarding the Verna Way Development Project, which consists of a proposed six-lot subdivision on two parcels that stretch between Verna Way and Pine Hollow Road. One parcel contains a single family residence and various out-buildings and the second parcel is currently an empty parcel that had an orchard on it in earlier times:

1. Environmental Review (ENV-01-16) adoption of the Verna Way Residential Subdivision Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, prepared in accordance with the California Environmental Quality Act (CEQA).
2. Tentative Subdivision Map (Map-01-14) approving the Verna Way Residential Subdivision Tentative Subdivision Map to subdivide two existing adjacent properties measuring 1.12 acres and 1.34 acres (2.46 acres total) in area into six single-family residential lots.
3. Variance (VAR-02-14) allowing each of the six proposed lots to have smaller lot widths than the required 100-foot lot width.
4. Tree Removal Permit (TRP-04-15) allowing the removal of 105 out of 141 trees existing on the project site.; and

WHEREAS, the applicant, North San Ramon Development 1, LLC, is requesting approval of the Final Map (Tract Map 9419) for the Verna Way Project; and

WHEREAS, the City Engineer has reviewed the Final Map and has found it to be technically correct, in substantial conformance with the approved Tentative Map (Map 01-14) and in conformance with the requirements of the Subdivision Map Act and the Clayton Municipal Code; and

WHEREAS, the Developer has executed the required Storm Water Control Operations and Maintenance Agreement that will run in perpetuity with the title to each of the six subdivision lots; and

WHEREAS, the developer has executed the Subdivision Improvement Agreement and provided the required bonds and development impact fees; and

WHEREAS, staff has recommended the approval of Tract Map 9419, the execution of the Storm Water Control Operations and Maintenance Agreement and the Subdivision Improvement Agreement for the Verna Way Project;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby approve the Final Map (Tract Map 9419) and authorizing the Mayor to execute the Storm Water Control Operations and Maintenance Agreement and the Subdivision Improvement Agreement for the Verna Way Project.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 19th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBODIED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND FILING OF THE SAME, AND DOES HEREBY DEDICATE IN FEE TO THE PUBLIC FOR PUBLIC USE AND TO THE CITY OF CLAYTON, FOR ROADWAY PURPOSES THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS: PINE HOLLOW ROAD DESIGNATION.

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENTS" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES INCLUDING POLES, WIRES, CONDUITS, STORM DRAINS, FLOOD AND SURFACE WATER DRAINAGE, GAS LINES, ELECTRIC, TELEPHONE AND CABLE TELEVISION UTILITIES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CONTRA COSTA WATER DISTRICT, OR ITS DESIGNEE THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN WATER LINES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE AREAS DESIGNATED ON THIS MAP AS "WLE" (WATER LINE EASEMENTS) TOGETHER WITH THE RIGHT TO ENTER UPON SAID AREAS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OR REPAIRING SAID WATER LINES AND APPURTENANCES THERETO.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE PUBLIC FOREVER AN EASEMENT FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON, AND ACROSS THOSE STRIPS OF LAND DESIGNATED ON THIS MAP AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT).

THE UNDERSIGNED DOES HEREBY RESERVE A PRIVATE EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF LOTS 4 THROUGH 6 IN THOSE AREAS DESIGNATED AS "PRIVATE ACCESS AND UTILITY EASEMENT" OR "PAUE", WITH MAINTENANCE OF ALL IMPROVEMENTS WITHIN SAID EASEMENT TO BE PERFORMED BY THE OWNERS OF SAID PARCELS AS OUTLINED IN A JOINT USE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

THE UNDERSIGNED DOES HEREBY DECLARE THE AREAS DESIGNATED ON THIS MAP AS: "PSE" (PRIVATE STORM DRAIN EASEMENT) ARE FOR PRIVATE STORM DRAIN PURPOSES TO INCLUDE THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAIN STRUCTURES AND PIPES. MAINTENANCE OF SAID AREAS WILL BE AS OUTLINED IN A JOINT USE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

THE UNDERSIGNED DOES HEREBY DECLARE THE AREAS DESIGNATED ON THIS MAP AS: "PSE" (PRIVATE SANITARY SEWER EASEMENT) ARE FOR PRIVATE SEWER PURPOSES TO INCLUDE THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAIN STRUCTURES AND PIPES. MAINTENANCE OF SAID AREAS WILL BE AS OUTLINED IN A JOINT USE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

THE AREAS DESIGNATED AS "STORMWATER TREATMENT FACILITY EASEMENT" OR "STFE" ARE FOR THE EXCLUSIVE PURPOSE TO COLLECT AND TREAT STORMWATER AND THE RELATED IMPROVEMENTS AND APPURTENANCES ASSOCIATED WITH THE STORMWATER TREATMENT FACILITY APPROVED ON THE STORMWATER CONTROL PLAN FOR THIS PROPERTY, INCLUDING CONSTRUCTION, ACCESS AND MAINTENANCE FOR THESE IMPROVEMENTS, THE CONSTRUCTION OF BUILDINGS, STRUCTURES, OR OTHER ACTIVITY WHICH MAY INTERFERE WITH THE PERFORMANCE OF THE FACILITIES IS STRICTLY PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER. IN ADDITION, DEVELOPMENT RIGHTS AND ACCESS RIGHTS WITHIN SAID STFE ARE HEREBY DEDICATED TO THE CITY OF CLAYTON ON-SOING MAINTENANCE WITHIN SAID STFE SHALL BE PERFORMED BY THE PROPERTY OWNERS AS STATED IN THE RECORDED OPERATION AND MAINTENANCE AGREEMENT AND PLAN."

THE UNDERSIGNED FURTHER RES INDICES TO THE CITY OF CLAYTON ALL ABUTTERS RIGHTS OF ACCESS ALONG THE PROPERTY LINES ADJACENT TO PINE HOLLOW ROAD DEPICTED HEREON BY THE SYMBOL: // // // //

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

NORTH SAN RAMON DEVELOPMENT L, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ST. THOMAS CONSTRUCTION INC., A CALIFORNIA CORPORATION
ITS MANAGING MEMBER

BY: THOMAS BILDACCI, ITS PRESIDENT

**SUBDIVISION 9419
VERNA WAY**

BEING A SUBDIVISION OF PARCEL ONE AND TWO
OF LOT LINE ADJUSTMENT LLA 02-13
RECORDED IN SERIES NO. 2014-072035
CONTRA COSTA COUNTY RECORDS
CITY OF CLAYTON
CONTRA COSTA COUNTY, CALIFORNIA



JULY, 2017

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2017, BEFORE ME, _____, A
PERSONALLY APPEARED
WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE NOTARY: _____
NAME (PRINTED OR TYPED): _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____
COUNTY OF NOTARY: _____
PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JULY 31, 2017 IN OFFICIAL RECORDS SERIES NO. 2017-0130782 CONTRA COSTA COUNTY RECORDS, HEREBY CONSENTS TO THE PREPARATION AND RECORDED OF THIS FINAL MAP AND JOBS IN ALL OFFERS OF DEDICATION THEREON.

FIRST AMERICAN TITLE COMPANY

BY: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2017, BEFORE ME, _____, A
PERSONALLY APPEARED
WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE NOTARY: _____
NAME (PRINTED OR TYPED): _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____
COUNTY OF NOTARY: _____
PRINCIPAL PLACE OF BUSINESS: _____

COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED "SUBDIVISION 9419, VERNA WAY" IS HEREBY ACCEPTED FOR RECORDED SHOWING A CLEAR TITLE PER LETTER OF TITLE MADE BY FIRST AMERICAN TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME I DEEM THAT SAID MAP COMPLES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF MAPS,
AT PAGE _____, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

JOSEPH E. CAMACHILLA
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

ATTACHMENT 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE COMPANIES IN JANUARY, 2017.

I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN POSITIONS INDICATED BEFORE DECEMBER 30, 2018 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE SUBDIVISION CONTAINS 2.48 ACRES MORE OR LESS, AND LIES WITHIN THE CITY OF CLAYTON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

DATE: _____
BOB J. LEZDANO,
 LS 8814



CITY ENGINEER'S STATEMENT

I, SCOTT D. ALMAN, CITY ENGINEER OF THE CITY OF CLAYTON, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED, "SUBDIVISION 9419, VERNA WAY", THAT SAID SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

DATED: _____
SCOTT D. ALMAN, CITY ENGINEER
 REGISTRATION NO. RCE 48104

CITY SURVEYOR'S STATEMENT

I, JOHN K. FAIR, ACTING CITY SURVEYOR FOR THE CITY OF CLAYTON HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9419, VERNA WAY" AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____
JOHN K. FAIR
 REGISTRATION NO. RCE 28148
 ACTING CITY SURVEYOR
 CITY OF CLAYTON

**SUBDIVISION 9419
 VERNA WAY**

BEING A SUBDIVISION OF PARCEL ONE AND TWO
 OF LOT LINE ADJUSTMENT LLA 02-13
 RECORDED IN SERIES NO. 2014-072035
 CONTRA COSTA COUNTY RECORDS
CITY OF CLAYTON
 CONTRA COSTA COUNTY, CALIFORNIA



JULY, 2017



VICINITY MAP
 NOT TO SCALE

PLANNING COMMISSION STATEMENT

I HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF CLAYTON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED

MINDY GENTRY, AICP
 COMMUNITY DEVELOPMENT DIRECTOR
 CITY OF CLAYTON

DATE

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

I STATE AS CHECKED BELOW THAT:

- _____ A TAX BOND ASSURING THE PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN BUT NOT YET PAYABLE HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.
- _____ ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATE: _____ **DAVID TWA**
 CLERK OF THE BOARD OF
 SUPERVISORS AND ADMINISTRATOR OF
 CONTRA COSTA COUNTY,
 STATE OF CALIFORNIA

BY: _____
 DEPUTY CLERK

CITY CLERK'S STATEMENT

I, THE UNDERSIGNED JANET BROWN, CITY CLERK AND EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF CLAYTON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF FOUR (4) SHEETS AND ENTITLED, "SUBDIVISION 9419, VERNA WAY" WAS PRESENTED TO SAID COUNCIL AS PROVIDED BY LAW AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON APPROVE SAID MAP AND DID NOT ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO ANY IMPROVEMENTS, ANY STREETS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION AND OF THE SUBDIVISION MAP ACT SECTION 86477.8 (C).

I HEREBY FURTHER STATE THAT PURSUANT TO SECTION 86477.8 OF THE CALIFORNIA GOVERNMENT CODE, THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A FINDING THAT THE SAME PUBLIC PURPOSE OF WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITY, AS SPECIFIED IN SUBDIVISION (C) OF THE SECTION.

THE NAMES OF THE SUBDIVIDERS DEDICATING SAID PROPERTY IN FEE FOR PUBLIC PURPOSES ARE SHOWN ON THE STATEMENT OF OWNERS

IN WITNESS WHEREOF, I HAVE HEREINTO SET MY HAND THIS _____ DAY OF _____, 20____.

JANET BROWN
 CITY CLERK AND EX-OFFICIO CLERK OF THE
 COUNCIL OF THE CITY OF CLAYTON,
 COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

SUBDIVISION 9419

VERNA WAY

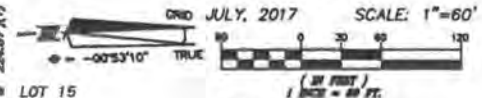
BEING A SUBDIVISION OF PARCEL ONE AND TWO OF LOT LINE ADJUSTMENT LLA 02-13 RECORDED IN SERIES NO. 2014-072035 CONTRA COSTA COUNTY RECORDS

CITY OF CLAYTON
CONTRA COSTA COUNTY, CALIFORNIA



817 Arnold Drive, Ste. 50
Martinez, CA 94533
Ph (925) 476-8499
www.apexca.com

NO.	BEARING	LENGTH
1	S01°17'14"W	49.00'
2	N01°17'14"E	49.00'
3	N01°17'14"E	49.00'
4	S01°17'14"W	49.00'



LEGEND

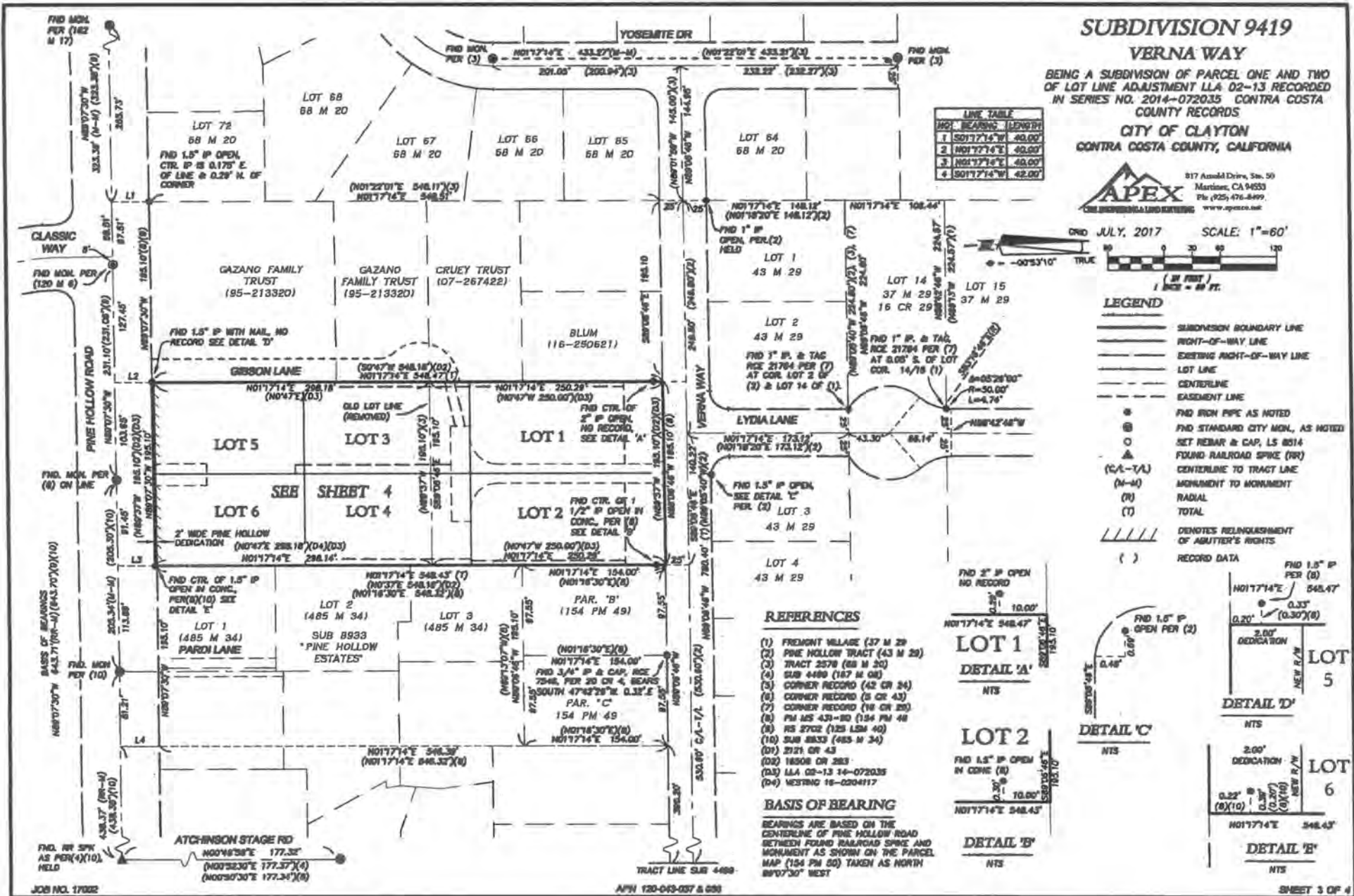
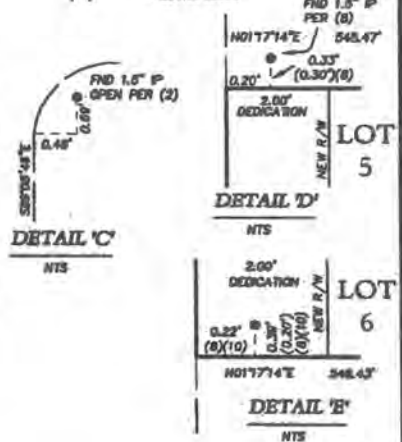
- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- FND IRON PIPE AS NOTED
- FND STANDARD CITY MON. AS NOTED
- SET REBAR & CAP, L5 8014
- FND RAILROAD SPIKE (RR)
- CENTERLINE TO TRACT LINE
- MONUMENT TO MONUMENT
- RADIAL
- TOTAL
- DENOTES RELINQUISHMENT OF ADJUTER'S RIGHTS
- RECORD DATA

REFERENCES

- (1) FREMONT VILLAGE (37 M 29)
- (2) PINE HOLLOW TRACT (43 M 29)
- (3) TRACT 2578 (88 M 20)
- (4) SUB 4480 (187 M 08)
- (5) CORNER RECORD (42 CR 24)
- (6) CORNER RECORD (5 CR 43)
- (7) CORNER RECORD (18 CR 20)
- (8) PM 125 431-80 (154 PM 48)
- (9) RS 2702 (125 L54 40)
- (10) SUB 8833 (485 M 34)
- (01) 2121 CR 43
- (02) 1808 CR 283
- (03) LLA 02-13 14-072035
- (04) WESTING 16-0204117

BASIS OF BEARING

BEARINGS ARE BASED ON THE CENTERLINE OF PINE HOLLOW ROAD BETWEEN FOUND RAILROAD SPIKE AND MONUMENT AS SHOWN ON THE PARCEL MAP (154 PM 00) TAKEN AS NORTH 89°07'30" WEST



LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- FIND IRON PIPE AS NOTED
- FIND STANDARD CITY MON. AS NOTED
- SET REBAR & CAP LS 8514
- SET NAIL & TAG LS 8514
- ▲ FOUND RAILROAD SPIKE (RR)
- (M-BNDY) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL

- ////// DENOTES RELINQUISHMENT OF ADJUTER'S RIGHTS
- () RECORD DATA
- ESMT EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PSSE SANITARY SEWER EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PAUE PRIVATE ACCESS & UTILITY EASEMENT
- STFE STORMWATER TREATMENT FACILITY EASEMENT
- WLE WATER LINE EASEMENT
- Ⓐ DENOTES EVAL,PUE,PSSE, WLE,PSDE,PAUE
- Ⓑ DENOTES EVAL,PUE,PAUE PSDE

BASIS OF BEARING

BEARINGS ARE BASED ON THE CENTERLINE OF PINE HOLLOW ROAD BETWEEN FOUND RAILROAD SPIKE AND MONUMENT AS SHOWN ON THE PARCEL MAP (154 PM 50) TAKEN AS NORTH 89°07'30" WEST

NO	BEARING	LENGTH
1	S78°08'00"W	48.32'
2	N78°08'00"E	48.32'
3	N01°17'14"E	21.00'
4	N01°17'14"E	21.00'
5	N01°17'14"E	10.00'
6	N88°42'46"W	10.00'
7	S88°42'46"E	11.50'
8	S88°42'46"E	12.50'
9	N89°07'30"W	12.50'
10	N89°07'30"W	11.00'
11	N01°17'14"E	5.60'
12	N01°17'14"E	10.27'

NO	RADIUS	DELTA	LENGTH
1	28.50'	90°00'00"	44.77'
2	28.50'	90°00'00"	44.77'
3	18.50'	37°18'11"	12.88'
4	18.50'	32°58'04"	11.21'

SUBDIVISION 9419

VERNA WAY

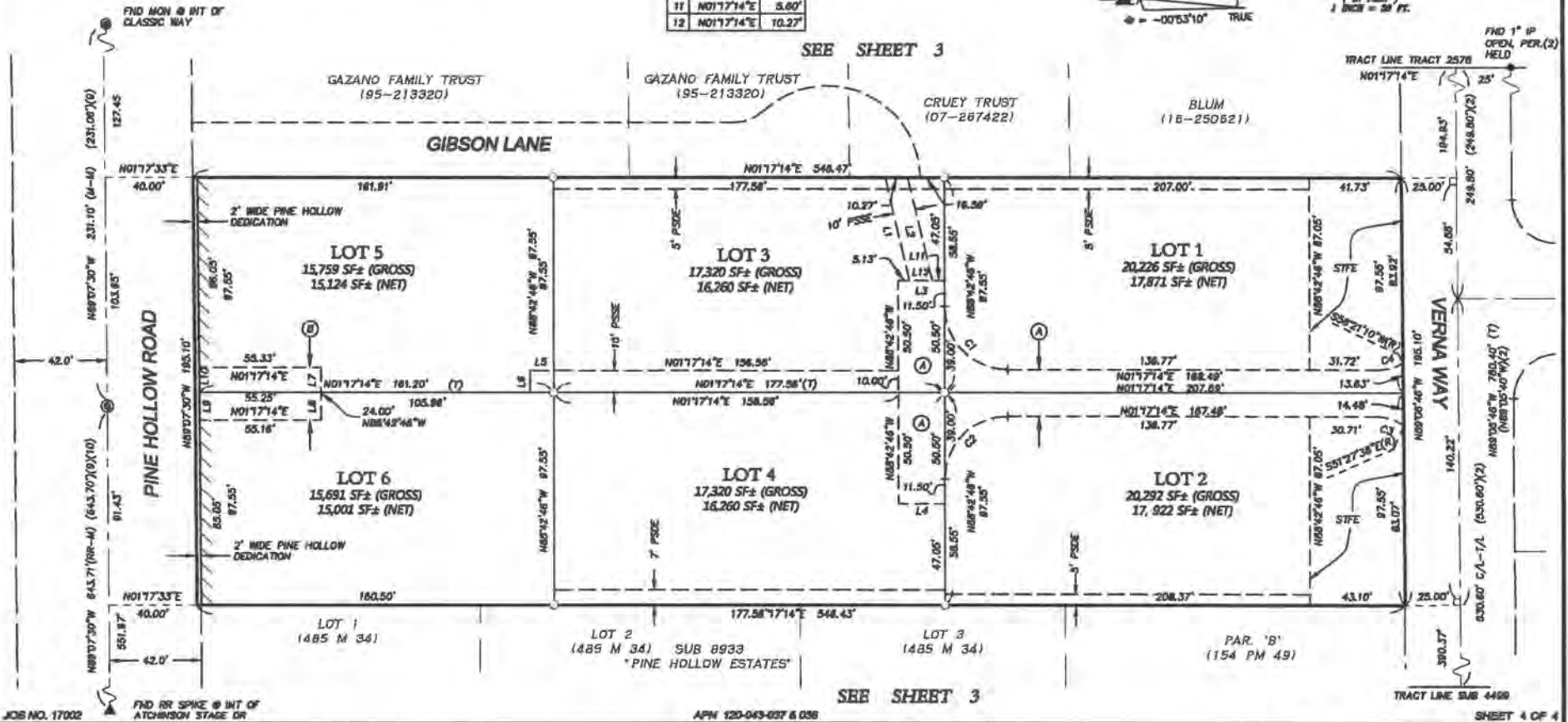
BEING A SUBDIVISION OF PARCEL ONE AND TWO OF LOT LINE ADJUSTMENT LLA 02-13 RECORDED IN SERIES NO. 2014-072035 CONTRA COSTA COUNTY RECORDS

CITY OF CLAYTON
CONTRA COSTA COUNTY, CALIFORNIA



817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexcs.net

JULY, 2017 SCALE: 1"=30'



RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF CLAYTON
6000 Heritage Trail
Clayton, CA 94583
ATTN: City Clerk

(Exempt from Filing Fees – Government Code SS 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CITY OF CLAYTON, CA
COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE
AGREEMENT, AND RIGHT OF ENTRY

PROJECT: Verna Way Subdivision – Final Map #9419

PROPERTY OWNER(S): North San Ramon Development 1, LLC

ASSESSOR'S PARCEL NUMBERS:
120-043-037-7 (Parcel 1), and
120-043-038-5 (Parcel 2)

COVENANT RUNNING WITH THE LAND, STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this 19th day of September, 2017, by and between North San Ramon Development 1, and the City of Clayton, a municipal corporation organized and operating under the laws of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

City: The term "City" means the City of Clayton, CA and its authorized officers, agents, and employees.

City Engineer: The term "City Engineer" means the City Engineer for the City of Clayton or his/her designee.

Lot: The term "Lot" and "Lots" means the individual lots or parcels shown on the recorded Final Map.

Map: The term "Map" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

Maintain: The terms "maintain," "maintained," or "maintenance" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation/condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable City fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "NPDES Permit" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS00292012 issued to the City of Clayton and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "Operation and Maintenance Plan" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by APEX Civil Engineering and Land Surveying and deemed consistent with the Ordinance by the City, which may only be modified when, upon written application for such changes, the City Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file with the City of Clayton City Clerk and at the City Engineer's office.

Ordinance: The term "Ordinance" means Section 13.12 of the City of Clayton Municipal Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term "Project" means Subdivision number 9419, which is being developed on the Property by the Property Owner.

Property: The term "Property" means that real property, including all Lots, shown on the Map 9419 and described in Exhibit A attached to this Agreement.

Property Owner: The terms "Property Owner" and "Property Owners" mean North San Ramon Development 1, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

Stormwater Control Plan: The term "Stormwater Control Plan" means the Stormwater Control Plan prepared by APEX Civil Engineering and Land Surveying, and deemed consistent with the Ordinance by the City, which may only be modified when, upon written application for such changes, the City Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file with the City of Clayton City Clerk and at the City Engineer's office.

Stormwater Facilities: The term "Stormwater Facilities" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. To meet its obligations under the NPDES Permit, the City has required the Property Owner to construct the Stormwater Facilities.
- C. To meet its obligations under the NPDES Permit, the City has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- D. To meet the City's obligations under the NPDES Permit, the City's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.
- E. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.
- F. This Agreement memorializes the Property Owners' maintenance, operations, and inspection obligations under the City's Ordinance, the City's NPDES Permit and the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the City and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the City Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time. The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the City Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the City Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The City Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the City Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the City Engineer, in which case the decision of the City Engineer shall be final.

The City recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot shall be responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners shall be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The City may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the City deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner(s) shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the City Engineer for review and approval. All amendments proposed by the Property Owner(s) are subject to the prior, written approval of the City Engineer. Whenever the Property Owner(s) requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner(s) shall pay the City in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the City Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file with the City of Clayton City Clerk and at the City Engineer's office. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the City, which form(s) will be provided annually to the Property Owner by the City. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the City Engineer shall submit the completed reporting form(s) to the City Engineer no later than the deadline indicated on the form(s). Upon review, the City may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the City: The Property Owner hereby grants permission to the City and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the City or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or

the NPDES Permit has occurred or is threatening to occur. It also includes the right for the City and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The City and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the City, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The City is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the City for all the costs incurred by the City, including administrative costs. The City will provide the Property Owner with an itemized invoice of the City's costs and the Property Owner shall have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the City may, without the necessity of any judicial process, secure a and record a lien against all real property of the Property Owner in the amount of such costs. In addition, the City may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the City from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Section 8.08 8 (or successor provisions) of the Clayton Municipal Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the City; and (b) the payment of, or reimbursement to the City for, any fines or penalties that may be levied against the City by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The City may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend with legal counsel of City's choice, indemnify, save, and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, causalities, occurrences, demands, losses, claims, costs, suits, liabilities, fines, penalties and expenses for any property damage, personal injury, or death which might arise or be asserted directly or indirectly from or connected with the design, construction, presence, existence, use, operation or maintenance of the Stormwater Facilities by the Property

Owner on the Property, that may result from the City or others entering the property identified in Section 3 or 4. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of real property shown on [Enter map recordation information], filed [Enter Recording Date], in Contra Costa County records and noted on said map as the "area deeded to City of Clayton," and each and every part thereof, Said covenants shall inure to the benefit of and be enforceable by the City and its successors and assigns in ownership of each and every part of the above referenced real property.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the City to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the City of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the City shall be addressed as follows:

**City of Clayton
Attention: City Engineer
6000 Heritage Trail
Clayton, CA 94583**

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

CITY OF CLAYTON

NORTH SAN RAMON DEVELOPMENT 1

By: _____
Jim Diaz, Mayor

By: _____
Signature

Print Name

ATTEST:

(Seal)

By: _____
Janet Brown, City Clerk

By: _____
Signature

Print Name

APPROVED AS TO FORM:

By: _____
Malathy Subramanian, City Attorney
Best Best & Krieger LLP

NOTE: NORTH SAN RAMON DEVELOPMENT 1'S (DEVELOPER) SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 9419

LEGAL DESCRIPTION

Real property in the City of Clayton, County of Contra Costa, State of California, described as follows:

PARCEL 1:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM JACK A. ROSKELLEY AND HILDA G. ROSKELLEY HIS WIFE, TO THE JACK AND HILDA ROSKELLEY FAMILY TRUST, RECORDED APRIL 8, 1991, SERIES NO. 91-0062201, IN BOOK 16506, AT PAGE 283, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GIBSON LANE AND THE NORTH LINE OF PINE HOLLOW ROAD; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID PARCEL (16506 OR 283), NORTH 00°47'00" EAST, 298.18 FEET; THENCE LEAVING LAST SAID LINE, SOUTH 89°37'00" EAST, 195.10 TO THE EASTERLY LINE OF SAID PARCEL (16506 OR 283); THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID PARCEL (16506 OR 283), SOUTH 00°47'00" WEST, 298.18 FEET AND NORTH 89°37'00" WEST, 195.10 FEET TO THE POINT OF BEGINNING. PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA 02-13, RECORDED MAY 7, 2014 AS INSTRUMENT NO. 2014-0072035-00 CONTRA COSTA COUNTY RECORDS.

PARCEL 2:

BEING ALL OF THE DESIGNATED REMAINDER PARCEL ON THE PARCEL MAP OF SUBDIVISION M.S. 431-90 FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA ON OCTOBER 8, 1991 IN BOOK 154 OF PARCEL MAPS, AT PAGE 49, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM JACK A. ROSKELLEY AND HILDA G. ROSKELLEY, HIS WIFE, TO THE JACK AND HILDA ROSKELLEY FAMILY TRUST, RECORDED APRIL 8, 1991, SERIES NO. 91-0062201, IN BOOK 16506, AT PAGE 283, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GIBSON LANE AND THE NORTH LINE OF PINE HOLLOW ROAD; THENCE ALONG THE WESTERLY LINE OF SAID ROSKELLEY PARCEL (16506 OR 283), NORTH 00°47'00" EAST, 298.18 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID ROSKELLEY PARCEL (16506 OR 283), NORTH 00°47'00" EAST, 240.00 FEET TO THE NORTHWESTERLY CORNER OF LAST SAID PARCEL, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF THE DESIGNATED REMAINDER PARCEL (154 PM 49) AND THE SOUTHEASTERLY CORNER OF PARCEL 2 DESCRIBED IN THE DEED FROM DONALD E. GIBSON AND VERA C. GIBSON TO RAYMOND J. OLLILA AND HELEN M. OLLILA, RECORDED MAY 12, 1953, IN BOOK 2121, AT PAGE 430, OFFICIAL RECORDS OF CONTRA COSTA COUNTY STATE OF CALIFORNIA; THENCE ALONG THE WESTERLY LINE OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SAID WESTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID PARCEL 2 (2121 OR 430), NORTH 00°47'00" EAST 10.00 FEET TO THE NORTHWESTERLY CORNER OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SAID NORTHWESTERLY CORNER ALSO BEING THE NORTHEASTERLY CORNER OF SAID PARCEL 2 (2121 OR 430)," THENCE ALONG THE NORTHERLY

AND EASTERLY LINES OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SOUTH 89°37'00" EAST 195.10 FEET AND SOUTH 00°47'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SAID CORNER ALSO BEING THE NORTHEASTERLY CORNER OF SAID ROSKELLEY PARCEL (16506 OR 283); THENCE ALONG THE EASTERLY LINE OF SAID ROSKELLEY PARCEL (16506 OR 283), SOUTH 00°47'00" WEST, 240.00 FEET; THENCE FROM LAST SAID LINE, NORTH 89°37'00" WEST 195.10 FEET TO THE POINT OF BEGINNING. PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA 02-13 RECORDED MAY 7, 2014 AS INSTRUMENT NO. 2014-0072035-00 CONTRA COSTA COUNTY RECORDS.

APN: 120-043-037-7 (Parcel 1) and 120-043-038-5 (Parcel 2)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF CLAYTON
6000 Heritage Trail
Clayton, CA 94517
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 9419

between

THE CITY OF CLAYTON
a California municipal corporation

and

NORTH SAN RAMON DEVELOPMENT 1, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS**

TRACT MAP NO. 9419

I. PARTIES AND DATE.

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 19th day of September, 2017, by and between the CITY OF CLAYTON, a California municipal corporation ("City") and **NORTH SAN RAMON DEVELOPMENT 1, LLC, a California Limited Liability Company**, with its principal office located at **12885 Alcosta Blvd, Suite A San Ramon, CA 94583** ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. Developer's tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Clayton Planning Commission on August 9, 2017. The tentative tract map is identified in City records as Tract Map No. 9419 ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 9419, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 16 of the Clayton Municipal Code, the Subdivision Map Act (California Government Code Section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 16 of the Clayton Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Property.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes this Agreement; and (c) the

City Council of the City of Clayton ("City Council") approves the final map for the Property. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract Map No. 9419.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B", which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, the City Attorney, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work: Conformance to Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. It is expressly understood that if there is a conflict between the construction plans as submitted and approved, and the rules, statutes, standards, regulations, laws and ordinances of the City, County of Contra Costa, State of California or Federal Government, the strictest of all said requirements and standards shall govern.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by September 19, 2018 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

If the construction of all Public Improvements is not completed by the deadline above and requires an extension, Developer shall pay an additional inspection fee to the City, by the 15th day following the original deadline to complete Public Improvements stated in Section 4.0, in an amount equal to ten percent (10%) of the initial inspection fee. A like additional fee shall apply each year that completion of the subdivision improvements is delayed beyond the initial 12 month period and each subsequent 12 month period.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Clayton, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. City shall designate and appoint an inspector(s) who may be present from time to time on the job site. City is free to choose or utilize any and all person(s) or firms including, but not limited to, City or County personnel to inspect the job site. Said inspections shall take place at the sole discretion of the City and inspector shall be allowed access to the job site at all times.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the

completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Contra Costa, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein. In addition, before acceptance by the City of any work or improvements as complete, the Developer shall set and establish survey monuments in accordance with the final map approved for the subdivision and to the satisfaction of the City Engineer.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds which may be allowed under California Government Code Section 66499, et seq. and Chapter 16 of the Clayton Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all public landscaping in a vigorous and thriving condition, Developer shall provide City One Thousand Dollars (\$1,000) cash deposit and a cash deposit or certified cashier's check or an irrevocable faithful performance bond in the amount of **ONE HUNDRED AND THIRTY THOUSAND Dollars (\$130,000.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this Section as the Public Improvements are accepted by City, as provided under this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map and that no more than fifty percent (50%) of the security is released prior to full final completion and acceptance of all Public Improvements. All security provided under this Section shall be released no later than the end of the Warranty period, or any extension thereof as provided by this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Payment Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City an irrevocable payment bond in the amount of **ONE HUNDRED THIRTY THOUSAND Dollars (\$130,000.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. At the discretion of City, the security provided under this Section may be released by written authorization of the City Engineer six (6) months after the date City accepts the final Public Improvements, or within the time limits established in California Government Code Section 66499.7. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance

by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of **THIRTEEN THOUSAND DOLLARS (\$13,000.00)**, which sum shall not be less than ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VII, shall be authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected and appointed officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance with minimum limits of at least \$2,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse or underground hazard (XCU).

14.1.2 Automobile Liability. Developer, its contractors and subcontractors shall procure and maintain automobile liability insurance with minimum limits of \$1,000,000 each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company

vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than \$1,000,000 per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

14.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental injury), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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

14.3 Certificates: Verification. Developer, its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement

and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VII, shall be authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors or subcontractors an agent, contractor or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

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

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

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Engineer

DEVELOPER:

North San Ramon Development 1, LLC
12885 Alcosta Blvd, Suite A
San Ramon, CA 94583
Attn: Steve Garrett

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of five (5) days after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Contra Costa, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1770, et seq., including, without limitation, SB 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF CLAYTON

NORTH SAN RAMON DEVELOPMENT 1, LLC

By: _____
Jim Diaz, Mayor

By: _____
Signature

Print Name

ATTEST:

(Seal)

By: _____
Janet Brown, City Clerk

By: _____
Signature

Print Name

APPROVED AS TO FORM:

By: _____
Malathy Subramanian, City Attorney
Best Best & Krieger LLP

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact for Surety. The Power-of Attorney to local representatives of the bonding company must also be attached.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
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- Attorney-In-Fact
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- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

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_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact for Surety. The Power-of Attorney to local representatives of the bonding company must also be attached.

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 9419

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 9419

LEGAL DESCRIPTION

Real property in the City of Clayton, County of Contra Costa, State of California, described as follows:

PARCEL 1:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM JACK A. ROSKELLEY AND HILDA G. ROSKELLEY HIS WIFE, TO THE JACK AND HILDA ROSKELLEY FAMILY TRUST, RECORDED APRIL 8, 1991, SERIES NO. 91-0062201, IN BOOK 16506, AT PAGE 283, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GIBSON LANE AND THE NORTH LINE OF PINE HOLLOW ROAD; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID PARCEL (16506 OR 283), NORTH 00°47'00" EAST, 298.18 FEET; THENCE LEAVING LAST SAID LINE, SOUTH 89°37'00" EAST, 195.10 TO THE EASTERLY LINE OF SAID PARCEL (16506 OR 283); THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID PARCEL (16506 OR 283), SOUTH 00°47'00" WEST, 298.18 FEET AND NORTH 89°37'00" WEST, 195.10 FEET TO THE POINT OF BEGINNING. PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA 02-13, RECORDED MAY 7, 2014 AS INSTRUMENT NO. 2014-0072035-00 CONTRA COSTA COUNTY RECORDS.

PARCEL 2:

BEING ALL OF THE DESIGNATED REMAINDER PARCEL ON THE PARCEL MAP OF SUBDIVISION M.S. 431-90 FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA ON OCTOBER 8, 1991 IN BOOK 154 OF PARCEL MAPS, AT PAGE 49, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM JACK A. ROSKELLEY AND HILDA G. ROSKELLEY, HIS WIFE, TO THE JACK AND HILDA ROSKELLEY FAMILY TRUST, RECORDED APRIL 8, 1991, SERIES NO. 91-0062201, IN BOOK 16506, AT PAGE 283, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GIBSON LANE AND THE NORTH LINE OF PINE HOLLOW ROAD; THENCE ALONG THE WESTERLY LINE OF SAID ROSKELLEY PARCEL (16506 OR 283), NORTH 00°47'00" EAST, 298.18 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID ROSKELLEY PARCEL (16506 OR 283), NORTH 00°47'00" EAST, 240.00 FEET TO THE NORTHWESTERLY CORNER OF LAST SAID PARCEL, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF THE DESIGNATED REMAINDER PARCEL (154 PM 49) AND THE SOUTHEASTERLY CORNER OF PARCEL 2 DESCRIBED IN THE DEED FROM DONALD E. GIBSON AND VERA C. GIBSON TO RAYMOND J. OLLILA AND HELEN M. OLLILA, RECORDED MAY 12, 1953, IN BOOK 2121, AT PAGE 430, OFFICIAL RECORDS OF CONTRA COSTA COUNTY STATE OF CALIFORNIA; THENCE ALONG THE WESTERLY LINE OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SAID WESTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID PARCEL 2 (2121 OR 430), NORTH 00°47'00" EAST 10.00 FEET TO THE NORTHWESTERLY CORNER OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SAID NORTHWESTERLY CORNER ALSO BEING THE NORTHEASTERLY CORNER OF SAID PARCEL 2 (2121 OR 430)," THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SOUTH 89°37'00" EAST

195.10 FEET AND SOUTH 00°47'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID DESIGNATED REMAINDER PARCEL (154 PM 49), SAID CORNER ALSO BEING THE NORTHEASTERLY CORNER OF SAID ROSKELLEY PARCEL (16506 OR 283); THENCE ALONG THE EASTERLY LINE OF SAID ROSKELLEY PARCEL (16506 OR 283), SOUTH 00°47'00" WEST, 240.00 FEET; THENCE FROM LAST SAID LINE, NORTH 89°37'00" WEST 195.10 FEET TO THE POINT OF BEGINNING. PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA 02-13 RECORDED MAY 7, 2014 AS INSTRUMENT NO. 2014-0072035-00 CONTRA COSTA COUNTY RECORDS.

APN: 120-043-037-7 (Parcel 1) and 120-043-038-5 (Parcel 2)

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 9419

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

1. Construct curb, gutter and meandering 5-foot sidewalk along entire frontage of Pine Hollow Road.
2. Construct entry drive approach at frontage of Pine Hollow Road.
3. Construct street structural section from street centerline to new lip of gutter along entire frontage of Pine Hollow Road.
4. Install new sanitary sewer manhole and main from existing sanitary sewer main in Verna Way to property (ROW) line.
5. Install two new 4" schedule 80 conduits with pull boxes and pull ropes for City use for future telecommunication purposes. Conduits and boxes shall be installed in the public utility easement with terminations on residential property lines behind the curbs.
6. Install new domestic water main with connection to existing water main in Verna Way to property (ROW) line.
7. Construct curb and gutter with entry drive approach along frontage of Verna Way.
8. Construct street structural section from street centerline to new lip of gutter along entire frontage of Verna Way.
9. Install storm drainage through-curb drains in curb and gutter at Verna Way frontage.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 9419

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: \$ 130,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

PAYMENT BOND: \$ 130,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

GUARANTEE AND WARRANTY SECURITY BOND: \$ 13,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

CITY OF CLAYTON

**FAITHFUL PERFORMANCE BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT**

PROJECT: TRACT MAP 9419

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Clayton, California ("City") and North San Ramon Development 1, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 9419 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated September 19, 2017, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

NORTH SAN RAMON DEVELOPMENT 1, LLC

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s) _____

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact for Surety. The Power-of Attorney to local representatives of the bonding company must also be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

By: _____

Signature

Print Name

(PAGE 1 OF 2)

CITY OF CLAYTON
PAYMENT BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT
PROJECT: TRACT MAP 9419

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City Clayton, California ("City") and North San Ramon Development 1, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 9419 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated September 19, 2017, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement before entering upon the performance of the work to provide a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of **ONE HUNDRED THIRTY THOUSAND DOLLARS, (\$130,000.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

(PAGE 2 OF 2)

fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for labor performed and materials provided in connection with the performance of the Improvement Agreement and construction of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

NORTH SAN RAMON DEVELOPMENT 1. LLC

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s) _____

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact for Surety. The Power-of Attorney to local representatives of the bonding company must also be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

By: _____

Signature

Print Name

CITY OF CLAYTON

**SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY**

PROJECT: TRACT MAP 9419

WHEREAS, the City of Clayton, State of California, and NORTH SAN RAMON DEVELOPMENT, LLC ("PRINCIPAL") have entered into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements for Tract Map No. 9419 ("Public Improvements") and to guarantee and warrant the work for a period of one year following its completion and acceptance; and

WHEREAS, the Public Improvements to be performed by PRINCIPAL are more particularly set forth in that certain Subdivision Improvement Agreement for Completion of Public Improvements dated September 19, 2017 ("Improvement Agreement"); and

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, PRINCIPAL is required under the terms of the Improvement Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Improvement Agreement.

NOW, THEREFORE, we, PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Clayton as obligee ("CITY"), in the penal sum of **THIRTEEN THOUSAND, (\$13,000.00)**, dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys'

(PAGE 2 OF 2)

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 2017.

Name of Surety

Principal

By: _____

Title: _____

Mailing Address of Surety

and

By: _____

Title: _____

Telephone No. of Surety

By: _____

Attorney in Fact

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Sacramento County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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 COUNTY OF _____

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- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

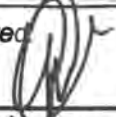
Dated: _____

By: _____

Signature

Print Name



Approved: 
Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR *MG*
DATE: SEPTEMBER 19, 2017
SUBJECT: A RESOLUTION APPROVING THE PARCEL MAP (MS 01-15) AND AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE ST. JOHN'S CHURCH/SOUTHBROOK DRIVE MIXED USE PLANNED DEVELOPMENT PROJECT

RECOMMENDATIONS

It is recommended the City Council adopt the attached Resolution, approving the Parcel Map (MS 01-15) and authorizing the Mayor to execute the Subdivision Improvement Agreement for the St. John's Church/Southbrook Drive Mixed Use Planned Development Project (**Attachment 1**).

BACKGROUND

On December 6, 2016, the City Council approved the St. John's Church/Southbrook Drive Mixed Use Planned Development Project, which consisted of a three-lot subdivision; one lot for the existing St. John's Episcopal Church and two lots for two single-family residences facing onto Southbrook Drive.

The applicant, Armand Butticci, is requesting approval of the Parcel Map (MS 01-15) for the St. John's Church/Southbrook Drive Mixed Use Development Project. The City Engineer has reviewed the Parcel Map and has found it to be technically correct and in conformance with the requirements of the Subdivision Map Act and the Clayton Municipal Code (**Attachment 2**). The property owner will be executing the Subdivision Improvement Agreement prior to Parcel Map recordation and has provided the required bonds and development impact fees (**Attachment 3**).

ENVIRONMENTAL

This action is exempt from the California Environmental Quality Act (CEQA) under Statutory Exemptions, Section 15268 - Ministerial Projects (b)(3) approval of final subdivision maps.

FISCAL IMPACT

There should be no direct fiscal impact to the City.

ATTACHMENTS

1. City Council Resolution No. -2017 [2 pp.]
2. Parcel Map [3 pp.]
3. Subdivision Improvement Agreement [22 pp.]

ATTACHMENT 1

RESOLUTION NO. - 2017

A RESOLUTION APPROVING THE FINAL PARCEL MAP (MS 01-15) AND AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE ST. JOHN'S CHURCH/SOUTHBROOK DRIVE MIXED USE PLANNED DEVELOPMENT PROJECT

THE CITY COUNCIL City of Clayton, California

WHEREAS, on December 6, 2016, the Clayton City Council approved the Tentative Parcel Map for the St. John's Church/Southbrook Drive Mixed Use Planned Development Project; and

WHEREAS, consistent with the Tentative Parcel Map, the developer, Armand Butticci, has submitted the Final Parcel Map (MS 01-15) to the City for its approval; and

WHEREAS, City staff has reviewed the proposed Final Parcel Map (MS 01-15) and finds it to be technically correct, and that applicable Parcel Map conditions of approval have been substantially satisfied; and

WHEREAS, the property owner has agreed to install the required improvements associated with the Final Parcel Map; and

WHEREAS, a Subdivision Improvement Agreement will be executed by the property owner, The Episcopal Bishop of California, and the appropriate bonds for construction and performance of the required improvements have been posted; and

WHEREAS, all the required development impacts fees have been paid; and

WHEREAS, the City of Clayton has determined the Final Parcel Map is statutorily exempt from the California Environmental Quality Act (CEQA) per Title 14 of the California Code of Regulations Section 15268, (b)(3) – Ministerial Projects, approval of final subdivision maps.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF CLAYTON, CALIFORNIA does hereby approve the Final Parcel Map (MS 01-15) for recordation, does not accept any offers of dedication at this time, and does herewith authorize the Mayor to execute the Subdivision Improvement Agreement on behalf of the City.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a public special meeting thereof held on 19th day of September 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk

I hereby certify the foregoing Resolution was duly adopted and passed by the City Council of Clayton, California at a public special meeting thereof held on September 19, 2017.

Janet Brown, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK BOUNDARY LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE AREA MARKED "PAUE" (PRIVATE ACCESS & UTILITY EASEMENT), IS FOR THE BENEFIT OF PARCELS A AND B AND IS NOT OFFERED FOR DEDICATION TO THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF THIS SUBDIVISION, FOR, BUT NOT LIMITED TO, INGRESS, EGRESS, UTILITIES AND DRAINAGE. SAID ACCESS EASEMENT SHALL BE MAINTAINED MUTUALLY BY THE OWNERS OF PARCEL A AND PARCEL B.

THE AREAS MARKED "PSDE" (PRIVATE STORM DRAIN EASEMENT), IS FOR THE BENEFIT OF PARCELS A, B, AND "REMAINDER PARCEL" AND IS NOT OFFERED FOR DEDICATION TO THE GENERAL PUBLIC, BUT ARE FOR THE USE OF AND TO BE MAINTAINED BY THE HOMEOWNERS OF THIS SUBDIVISION.

THE AREA MARKED "PSSE" (PRIVATE SANITARY SEWER EASEMENT), IS FOR THE BENEFIT OF PARCELS A, B AND "REMAINDER PARCEL" AND IS NOT OFFERED FOR DEDICATION TO THE GENERAL PUBLIC, BUT IS FOR THE USE OF AND TO BE MAINTAINED BY THE HOMEOWNERS OF THIS SUBDIVISION.

THE AREA MARKED "SLE" (SIGHT LINE EASEMENT) IS TO PROVIDE VEHICULAR SIGHT DISTANCE. LANDSCAPING WITHIN THIS AREA IS TO BE MAINTAINED AND TRIMMED TO A MAXIMUM OF 18 INCHES. THE CITY OF CLAYTON SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER THE SIGHT DISTANCE EASEMENT TO MAINTAIN THE HEIGHT OF THE PLANTS AND VEGETATION WITHIN THE SIGHT DISTANCE EASEMENT. NO FENCING OR STRUCTURES OF ANY KIND WHICH WILL IMPERE THE LINE OF SIGHT SHALL BE INSTALLED WITHIN THE SIGHT DISTANCE EASEMENT. THE SIGHT DISTANCE EASEMENT SHALL BE MAINTAINED BY OWNERS OF PARCEL A AND PARCEL B ON THEIR RESPECTIVE PARCELS.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD, AS OWNERS: THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA, A SOLE CORPORATION

SIGNATURE: _____ DATED: _____

PRINT NAME: _____

TITLE: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____, 2017, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY THE SIGNATURE(S) ON THE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

**PARCEL MAP MS 01-15
SOUTHBROOK DRIVE**

A PORTION OF THE PARCEL OF LAND DESCRIBED IN GRANT DEED TO THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA RECORDED ON MAY 2, 1960 IN BOOK 3619 OF DEEDS AT PAGE 440, CONTRA COSTA COUNTY RECORDS

**CITY OF CLAYTON,
CONTRA COSTA COUNTY, CALIFORNIA
MARCH 2017**



**PLANNERS
CIVIL ENGINEERS
SURVEYORS**

Aliquot Associates, Inc.
1360 G. Main St. - Ste. 310
Walrus Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2399

CITY CLERK STATEMENT

I, JANET BROWN, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF CLAYTON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "PARCEL MAP MS 01-15" WAS PRESENTED TO SAID COUNCIL AS PROVIDED BY LAW AT A REGULAR MEETING HELD _____ AND THAT SAID COUNCIL DID THEREUPON APPROVE SAID MAP.

DATE: _____

JANET BROWN, CITY CLERK AND
EX-OFFICIO CLERK OF THE CITY
COUNCIL OF THE CITY OF CLAYTON
OF CONTRA COSTA COUNTY
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I STATE, AS CHECKED BELOW THAT:

A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

ALL TAXES DUE HAVE BEEN PAID AND CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATE: _____

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR

BY: _____
DEPUTY

CITY ENGINEER'S STATEMENT

I, RICHARD ANGRISANI, HEREBY CERTIFY THAT I EXAMINED THIS MAP AND MAKE THE FOLLOWING STATEMENTS:

1) THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF.

2) ALL PROVISIONS OF ARTICLE 3, PARCEL MAPS (GOVERNMENT CODE SECTIONS 66444-66450) AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

3) I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: _____

RICHARD ANGRISANI, P.E. 27682
CITY ENGINEER OF THE CITY OF CLAYTON
OF CONTRA COSTA COUNTY
STATE OF CALIFORNIA

SURVEYOR'S (ENGINEER'S) STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION (AND WAS COMPILED FROM RECORD DATA) AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA, A SOLE CORPORATION MARCH 2017. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

VINCENT J. D'ALD L.S. 4210 DATE: _____



COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M.

IN BOOK _____ OF PARCEL MAPS AT PAGE _____ AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY.

DOCUMENT NO. _____

JOSEPH E. DANCAMILLA
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

LEGEND

- BOUNDARY LINE
 - CENTERLINE
 - MONUMENT LINE
 - - - - EASEMENT LINE AS NOTED
 - - - - ADJACENT PROPERTY LINE
 - TIE LINE
 - ⊙ FOUND STANDARD CITY MONUMENT
 - SET 1/2" REBAR WITH CAP TAGGED LS 4210
 - CALC'D
 - ESMT
 - EASEMENT
 - FND
 - IP
 - (M-M)
 - PSDE
 - PSSE
 - PAUE
 - N.T.S.
 - ()
 - (R)
 - SFNF
 - (T)
- FOUND STANDARD CITY MONUMENT
 - SET 1/2" REBAR WITH CAP TAGGED LS 4210
 - CALCULATED
 - EASEMENT
 - FND
 - IRON PIPE
 - MONUMENT TO MONUMENT
 - PRIVATE STORM DRAIN EASEMENT
 - PRIVATE SANITARY SEWER EASEMENT
 - PRIVATE ACCESS & UTILITY EASEMENT
 - NOT TO SCALE
 - RECORD DATA
 - RADIAL
 - SEARCHED FOR, NOT FOUND
 - TOTAL

BOUNDARY MAP



**PARCEL MAP MS 01-15
SOUTHBROOK DRIVE**

A PORTION OF THE PARCEL OF LAND DESCRIBED IN GRANT DEED TO THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA RECORDED ON MAY 2, 1960 IN BOOK 3619 OF DEEDS AT PAGE 440, CONTRA COSTA COUNTY RECORDS.

**CITY OF CLAYTON,
CONTRA COSTA COUNTY, CALIFORNIA**
MARCH 2017 SCALE: 1" = 40'



PLANNERS
CIVIL ENGINEERS
SURVEYORS

Aliquot Associates, Inc.
1350 S. Main St. - Ste. 310
Walnut Creek, CA 94598
Telephone: (925) 478-2300
Fax: (925) 478-2350

REFERENCES

- (1) GRANT DEED - (3619 OR 440)
- (2) SUBDIVISION MAP 3659 - (114 M 33)
- (3) SUBDIVISION MAP 3162 - (92 M 35)



LINE TABLE

LINE#	BEARING	LENGTH
L1	N64°07'05"W	20.40'
L2	N69°44'00"W	9.80'
L3	N41°34'56"E	12.94'
L4	N52°59'31"E	5.00'
L5	N90°00'00"W	12.85'
L6	N90°00'00"W	10.85'
L7	N35°49'47"E	4.15'
L8	N54°10'13"W	5.00'
L9	N77°07'32"E	15.00'
L10	N08°21'39"W	14.34'
L11	N00°58'15"E	31.78'
L12	N64°09'06"W	5.52'
L13	N84°07'05"W	5.51'
L14	N35°49'47"E	9.93'
L15	N35°49'47"E	5.00'
L16	N35°49'47"E	4.84'
L17	N08°21'39"W	7.32'
L18	N08°21'39"W	7.02'
L19	N54°10'13"W	8.54'
L20	N54°10'13"W	19.32'
L21	N26°53'47"E	35.37'

CURVE TABLE

CURVE#	LENGTH	RADIUS	DELTA
C1	126.31'	178.00'	40°39'22"
C2	126.27'	150.00'	48°14'00"
C3	19.33'	178.00'	6°13'22"
C4	9.99'	178.00'	3°12'59"
C5	10.03'	178.00'	3°13'46"
C6	10.00'	178.00'	3°13'12"
C7	10.00'	178.00'	3°13'11"
C8	42.51'	178.00'	13°37'03"
C9	24.64'	178.00'	7°35'49"
C10	14.48'	10.50'	79°01'10"
C11	14.48'	10.50'	79°01'10"
C12	63.81'	183.00'	19°58'42"
C13	39.36'	178.00'	12°40'06"
C14	86.95'	178.00'	27°59'16"
C15	53.81'	183.00'	16°50'47"

NOTE:
SEE SHEET 3 FOR EASEMENTS INFORMATION

BASIS OF BEARINGS

THE BEARING NORTH 34°55'19" WEST BETWEEN THE EASTERNMOST STANDARD STREET MONUMENT AND THE STANDARD SOUTH MONUMENT AT THE INTERSECTION OF MARQUETTE COURT AND SOUTHBROOK DRIVE AS SHOWN ON SHEET 2 OF 2, OF SUBDIVISION MAP 3659, FILED IN BOOK 114, AT PAGE 33, CONTRA COSTA COUNTY RECORDS, IS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

213001

**PARCEL MAP MS 01-15
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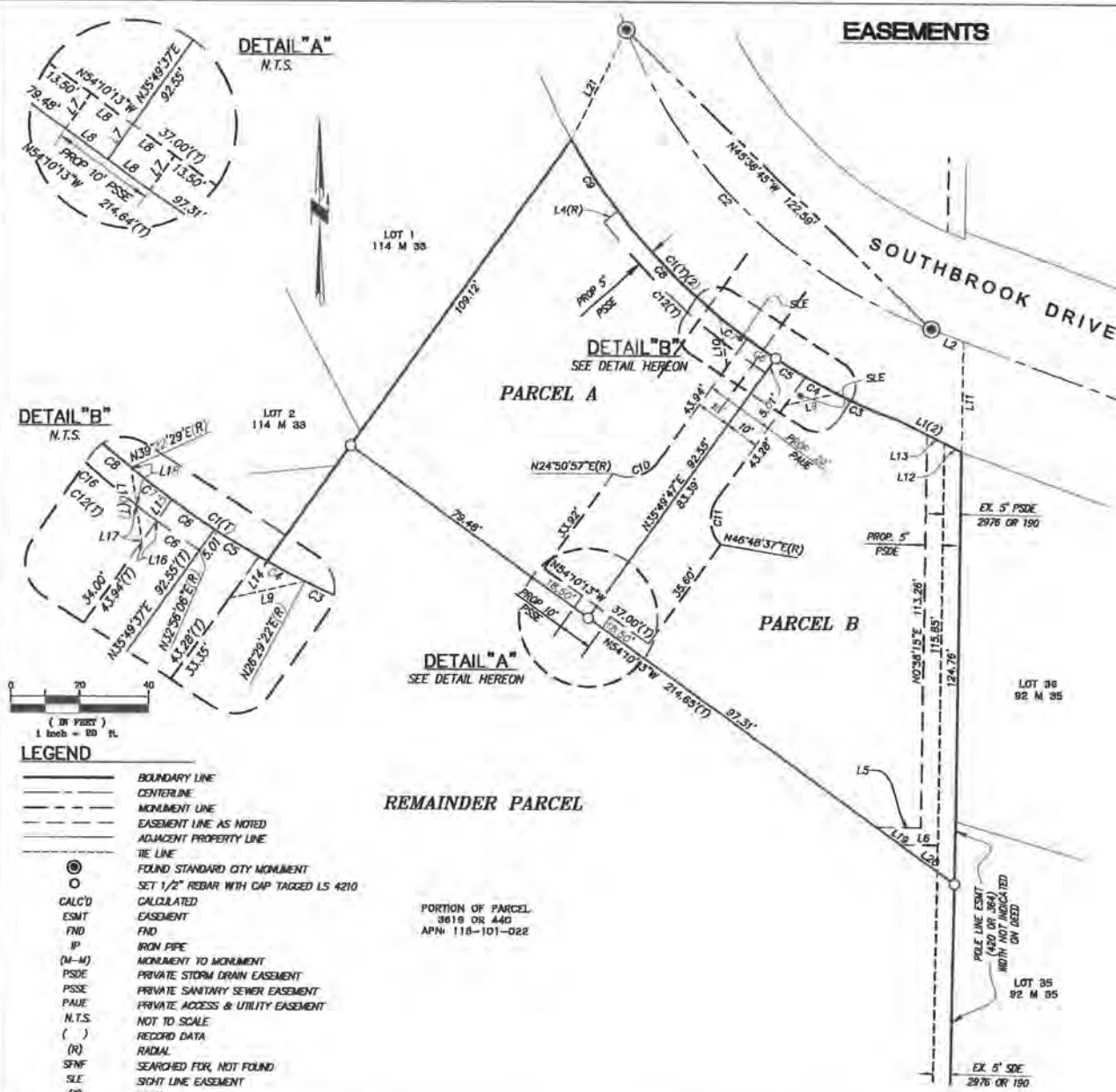
**CITY OF CLAYTON,
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- REFERENCES**
- (1) GRANT DEED - (3619 DR 440)
 - (2) SUBDIVISION MAP 3659 - (114 M 33)
 - (3) SUBDIVISION MAP 3162 - (92 M 35)

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 - PAUE PRIVATE ACCESS & UTILITY EASEMENT
 - () NOT TO SCALE
 - () RECORD DATA
 - (R) RADIAL
 - SFNF SEARCHED FOR, NOT FOUND
 - SLE SIGHT LINE EASEMENT
 - (T) TOTAL

REMAINDER PARCEL

PORTION OF PARCEL
3619 DR 440
APN 118-101-022

ATTACHMENT 3

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF CLAYTON
6000 Heritage Trail
Clayton, CA 94517
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL MAP MS 01-15

between

THE CITY OF CLAYTON
a California municipal corporation

and

**THE EPISCOPAL BISHOP OF CALIFORNIA, A CORPORATION SOLE, formerly
known as THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA, A
CORPORATION SOLE**

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS**

PARCEL MAP MS 01-15

I. PARTIES AND DATE.

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the CITY OF CLAYTON, a California municipal corporation ("City") and THE EPISCOPAL BISHOP OF CALIFORNIA, A CORPORATION SOLE, formerly known as THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA, A CORPORATION SOLE, with its principal office located at 1055 Taylor Street, San Francisco, California, 94108 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Clayton City Council on September 19, 2017. The tentative parcel map is identified in City records as Parcel Map MS 01-15 ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Parcel Map MS 01-15, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 16 of the Clayton Municipal Code, the Subdivision Map Act (California Government Code Section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 16 of the Clayton Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Property.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and

in the amounts required by this Agreement; (b) Developer executes this Agreement; and (c) the City Council of the City of Clayton ("City Council") approves the final parcel map for the Property. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Parcel Map MS 01-15.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B", which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, the City Attorney, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. It is expressly understood that if there is a conflict between the construction plans as submitted and approved, and the rules, statutes, standards, regulations, laws and ordinances of the City, County of Contra Costa, State of California or Federal Government, the strictest of all said requirements and standards shall govern.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by September 19, 2018 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

If the construction of all Public Improvements is not completed by the deadline above and requires an extension, Developer shall pay an additional inspection fee to the City, by the 15th day following the original deadline to complete Public Improvements stated in Section 4.0, in an amount equal to ten percent (10%) of the initial inspection fee. A like additional fee shall apply each year that completion of the subdivision improvements is delayed beyond the initial 12 month period and each subsequent 12 month period.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Clayton, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. City shall designate and appoint an inspector(s) who may be present from time to time on the job site. City is free to choose or utilize any and all person(s) or firms including, but not limited to, City or County personnel to inspect the job site. Said inspections shall take place at the sole discretion of the City and inspector shall be allowed access to the job site at all times.

9.0 Default: Notice: Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy: City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the

completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Acceptance of Improvements: As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Contra Costa, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein. In addition, before acceptance by the City of any work or improvements as complete, the Developer shall set and establish survey monuments in accordance with the final map approved for the subdivision and to the satisfaction of the City Engineer.

11.0 Security: Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds which may be allowed under California Government Code Section 66499, et seq. and Chapter 16 of the Clayton Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all public landscaping in a vigorous and thriving condition, Developer shall provide City One Thousand Dollars (\$1,000) cash deposit and a cash deposit or certified cashier's check or an irrevocable faithful performance bond in the amount of Seven Thousand Three Hundred Dollars (\$7,300.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this Section as the Public Improvements are accepted by City, as provided under this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map and that no more than fifty percent (50%) of the security is released prior to full final completion and acceptance of all Public Improvements. All security provided under this Section shall be released no later than the end of the Warranty period, or any extension thereof as provided by this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Payment Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City an irrevocable payment bond in the amount of Seven Thousand Three Hundred Dollars (\$7,300.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. At the discretion of City, the security provided under this Section may be released by written authorization of the City Engineer six (6) months after the date City accepts the final Public Improvements, or within the time limits established in California Government Code Section 66499.7. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance

by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of One Hundred percent (100%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VII, shall be authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected and appointed officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types: Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance with minimum limits of at least \$2,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse or underground hazard (XCU).

14.1.2 Automobile Liability. Developer, its contractors and subcontractors shall procure and maintain automobile liability insurance with minimum limits of \$1,000,000 each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company

vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than \$1,000,000 per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

14.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental injury), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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

14.3 Certificates; Verification. Developer, its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement

and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VII, shall be authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors or subcontractors an agent, contractor or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

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

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

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Engineer

DEVELOPER:

Attn: _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of five (5) days after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, which may be given by the City Manager, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City and may be executed by the City Manager.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Contra Costa, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1770, et seq., including, without limitation, SB 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF CLAYTON

THE EPISCOPAL BISHOP OF CALIFORNIA, formerly known as THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA

By: _____
Jim Diaz, Mayor

By: _____
Signature

Print Name

ATTEST:

(Seal)

By: _____
Janet Brown, City Clerk

By: _____
Signature

Print Name

APPROVED AS TO FORM:

By:

Malathy Subramanian, City Attorney
Best Best & Krieger LLP

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On ___ before me, _____ (insert name and title of the officer)

personally appeared __, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On ___ before me, _____ (insert name and title of the officer)

personally appeared __, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP MS 01-15

A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE PROTESTANT EPISCOPAL BISHOP OF CALIFORNIA RECORDED ON MAY 2, 1960 IN BOOK 3619 OF DEEDS AT PAGE 440, CONTRA COSTA COUNTY RECORDS.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL MAP MS 01-15

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

- 1) Construction of 6-3" PVC curb drains
- 2) Finish grading/earthwork swale
- 3) Driveway and sidewalk
- 4) Removal of existing driveway and replacement with new curb, gutter and sidewalk



Agenda Date: 9-19-2017

Agenda Item: 3F

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT ALMAN, CITY ENGINEER

DATE: SEPTEMBER 19, 2017

SUBJECT: CONSIDER A RESOLUTION ENACTING A SERIES OF ACTIONS TO ESTABLISH AND IMPLEMENT A "CITY HALL ADA ACCESSIBILITY IMPROVEMENT PROJECT" AS CIP PROJECT NO. 10443 AND AWARDED A LOW BID CONTRACT TO GREENTECH INDUSTRY, INC. IN THE AMOUNT OF \$24,050 FOR THE CAPITAL IMPROVEMENT PROJECT

RECOMMENDATIONS

It is recommended the City Council adopt the attached Resolution authorizing the following actions:

1. Add a "City Hall ADA Accessibility Improvement Project" to the City's Capital Improvement Program (CIP) as Project No. 10443 in the total amount of \$35,000;
2. Transfer \$19,000 from the Community Facilities Development Impact Fund (No. 304) and \$16,000 from a portion of the Fiscal Year 2015 General Fund excess project budget (unused by the Keller House Outbuildings Demolition account of \$20,000); and
3. Award a low-bid contract to Greentech Industry, Inc., in the project construction amount of \$24,050 and authorize the City Manager to execute the contract in behalf of the City.

BACKGROUND

Within the past year, City staff has received comments by several patrons at City Hall that its front entry doors are very heavy, are extremely difficult for some to open, and posed questions whether the doors are compliant with the Americans with Disabilities Act (ADA). After conducting some research, City staff determined the front doors of Clayton City Hall are in fact too heavy for persons with some disabilities to use under one's own power, as is the exterior door to the public restrooms in the City Hall Courtyard. Further related research by the City Attorney's office resulted in the finding that despite its historical status and listing on the California Register of Historic Buildings, Clayton City Hall is not exempt from compliance with ADA requirements.

The former city engineer (Permco Engineering & Management) was requested by the City Manager to prepare project specifications and bid documents for associated ADA-accessibility improvements to Clayton City Hall. The contemplated improvements included:

1. A push-button activated power door opening system for one of the main entry doors to City Hall;
2. A push-button activated low-energy power door opening system for one of the interior lobby entry doors within City Hall; and
3. A push-button activated low-energy power door opening system for the City Hall Courtyard exterior public restroom entry door.

At the scheduled bid opening on Friday August 4, 2017, the City received one bid from Greentech Industry, Inc., in the amount of \$24,050.00.

DISCUSSION

The main entry door and the lobby entry door to City Hall, as well as the restroom entry door to the City Hall exterior public restrooms, have been determined to be inaccessible under the requirements of the Federal Americans with Disabilities Act (ADA). The doors' weight and the human pressure required to push each door open exceeds the allowable limit under ADA. Based on this information, it was determined the three doors in question need to be retrofitted with power door opening systems in order to be compliant with ADA and provide access to Clayton City Hall for all persons.

The former city engineer prepared plans, specifications and bid documents for the proposed improvements to City Hall and initiated the bid process. Bids were opened on August 4, 2017. As stated previously, the City received only one bid from Greentech Industry, Inc., in the amount of \$24,050.00. Prior to bringing this project to City Council for funding and approval, the former city engineer resigned his position and left the City. On August 15, 2017 the new City Engineer was appointed and on August 14, 2017 the bid information had been transmitted to the City Engineer from the City Clerk's office.

Following receipt of the single bid, City staff discussed options for proceeding with the project since only one bid was received. Those options included: 1) rejecting the bid and re-bidding the project; 2) rejecting the bid and redesigning the project to provide additional clarity in the bid documents to attract additional bidders; or 3) award the contract and move the project forward. Ultimately staff determined the appropriate course of action is to award the contract and proceed with the building's retrofit as providing public facility accessibility to all persons is an overriding policy objective and the right thing to do.

The City Engineer has reviewed the bid and the accompanying documents and checked the references listed by Greentech Industry, Inc., and has determined that Greentech is the lowest responsible bidder. The City Engineer has also conferred with the Community Development Director to determine the appropriate CEQA finding for this project; the City Engineer and Community Development Director concur that this project is categorically

exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301(a) – Existing Facilities for the installation of ADA accessibility improvements.

Further, the City Engineer has determined these improvements will not attach to, interfere with, or negatively impact the historical nature of Clayton City Hall and are not in violation of any historical statute governing the building.

FISCAL IMPACT

Given the unexpected emergence of this public facility retrofit project, no monies had been budgeted or allocated for its implementation. Working with the City Manager and the Finance Manager, the project funding of \$35,000 can be underwritten by cobbling several recommended sources as follows:

1. Transfer \$19,000 from the Community Facilities Fees Development Impact Fund (No. 304) to the new CIP Project No. 10443 (current account balance is \$19,476); and
2. Reallocate \$16,000 from an unused portion of FY 2015 General Fund excess project funds previously approved by the City Council for demolition of the three dilapidated outbuildings on the Keller Ranch House property (unused balance of \$18,770).

Attachments: 1. Preliminary Cost Estimate [1 pg.]
2. Resolution [2 pp.]

CIP Project Number 10443 - ADA Accessibility Improvements

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	LINE ITEM COST
1	Furnish and install powered door opening system for City Hall Main Entry Door.	LS	1	\$9,620.00	\$9,620.00
2	Furnish and install low energy powered door opening system for City Hall Lobby Entry Door.	LS	1	\$9,620.00	\$9,620.00
3	Furnish and install low energy powered door opening system for City Hall Restroom Entry Door.	LS	1	\$4,810.00	<u>\$4,810.00</u>
				Sub-Total:	\$24,050.00
				25% Contingency:	<u>\$6,050.00</u>
				Construction Total:	\$30,100.00
				15% Inspection/Admin.:	<u>\$4,900.00</u>
				Project Total:	\$35,000.00

RESOLUTION NO. XX-2017

A RESOLUTION ADDING PROJECT NO. 10443, "CITY HALL ADA ACCESSIBILITY IMPROVEMENT PROJECT" TO THE FY 2018 CAPITAL IMPROVEMENT PROGRAM (CIP), AWARDED A LOW-BID CONTRACT TO GREENTECH INDUSTRY, INC., IN THE AMOUNT OF \$24,050, AND MAKING FINDINGS THE CONTEMPLATED IMPROVEMENTS ARE CATEGORICALLY EXEMPT UNDER CEQA SECTION 15301(A)

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

WHEREAS, providing access for all people to all types of facilities and buildings is a major policy objective and tenet of the Americans with Disabilities Act (ADA) enacted by the federal government; and

WHEREAS, Americans with Disabilities Act (ADA) accessibility improvements have recently been found necessary to the entrance doorway at City Hall and to the entry door of the exterior public restrooms in the City Hall Courtyard to provide equal access and ADA compliance; and

WHEREAS, the City Engineer recently designed and bid the necessary ADA entrance retrofits for Clayton City Hall, the City received one bid from Greentech Industry, Inc. in the amount of \$24,050.00, and the bidder, Greentech Industry, Inc., has been determined by the City Engineer to be a responsible bidder based on references; and

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301(a) – Existing Facilities for the installation of ADA accessibility improvements; and

WHEREAS, staff has recommended a new project entitled "City Hall ADA Accessibility Improvement Project" be added to the City's Capital Improvement Program (CIP) as Project No. 10443 with a total estimated cost and budget of \$35,000 and that sufficient funds for the project be allocated and transferred to implement the necessary project;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby add the "City Hall ADA Accessibility Improvement Project" to the City's FY 2018 CIP as Project No. 10443 with a total project budget of \$35,000, does herewith transfer to CIP No. 10443 the amount of \$19,000 from the Community Facilities Fees Development Impact Fund (No. 304) and the amount of \$16,000 from a portion of the unused FY 2015 General Fund excess projects budget to CIP No. 10443, does hereby award a low bid contract to Greentech Industry, Inc., in the amount of \$24,050 to construct the ADA retrofit access improvements and authorize its City Manager to execute the contract on behalf of the City, and does herewith find the contemplated improvements are categorically exempt under CEQA Section 15301(A).

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 19th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk



Approved:

 Gary A. Napper
 City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CHRIS WENZEL, CHIEF OF POLICE

DATE: September 19, 2017

SUBJECT: A RESOLUTION APPROVING CERTAIN CONTRACTS RELATED TO THE PURCHASE AND OUTFITTING OF A NEW REPLACEMENT POLICE VEHICLE AND AUTHORIZE THE DISPOSAL OF A POLICE VEHICLE (UNIT 1733) AS PROPERTY SURPLUS TO THE NEEDS OF THE CITY

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution awarding various contracts for the purchase and outfitting of a new 2017 Ford Police Interceptor SUV police replacement vehicle as follows:

- | | |
|--|-------------|
| 1. Purchase of a 2017 Ford Police Interceptor from Future Ford, matching the State of California's competitive bid process price, contract #1-15-23-14B; | \$32,539.00 |
| 2. Purchase of emergency equipment from and labor to outfit the new vehicle by Pursuit North; and | \$16,402.40 |
| 3. Decals, striping and associated lettering from FASTSIGNS | \$ 417.28 |

The total proposed expenditure is to be \$49,358.68 from the Capital Equipment Replacement Fund (CERF)

BACKGROUND

The City of Clayton's Police Department currently has a fleet of seven (7) patrol vehicles. In the past, the police department typically replaced one (1) vehicle each year with a new police "interceptor" vehicle which is specifically designed to serve as a patrol vehicle.

The newest vehicle usually replaces the most unserviceable vehicle in the police department's fleet. On this occasion, that unserviceable vehicle is a 2011 Ford Crown Victoria (unit number

1733), which has 65,243 miles on it and has catastrophic damage due to a rollover accident during use.

Typically when a new patrol vehicle is placed into service, all available equipment from the outgoing vehicle is reused to help control costs. However, this reuse is not available in this transition, as the new patrol vehicle is a new SUV interceptor and the unserviceable vehicle is a Crown Victoria. Additionally much, if not all of the exterior emergency equipment was damaged beyond repair.

DISCUSSION

The Ford Explorer SUV interceptor is replacing our older Ford Crown Victoria models, which are no longer in production. Some emergency equipment can be reused in the building of the new car, but some items are specific to the Crown Victoria or were damaged beyond repair and cannot be reused. Items such as the computer mounting brackets will be changed to accommodate the new SUV interceptor and the light bar, prisoner partition and molded rear seat cannot be transferred due to incompatibility or damage.

Our minimum staffing is typically two officers on patrol at any given time. During our peak staffing levels, we have three officers on patrol and a reserve officer augmenting our deployment. The Police Department routinely staffs "special events" where numerous officers/cadets are on duty at the same time. Patrol vehicles also need routine maintenance, can suffer unexpected mechanical, communication and emergency equipment failures. By maintaining a fleet of seven (7) vehicles, we assure our capability to support all these missions simultaneously. Additional vehicles are utilized by police staff. One vehicle is used by our VIPs and administrative staff and another vehicle is used for crime prevention and traffic calming purposes.

After a competitive statewide bid process, Downtown Ford was selected as the supplier of Ford vehicles to the State of California. Future Ford of Concord met the competitively-bid contract price awarded Downtown Ford.

FISCAL IMPACT

The City routinely purchases one patrol vehicle per budget year. The purchase of this patrol replacement vehicle was incorporated into the 2017/2018 adopted budget which allocated \$48,000 for the acquisition. Monies for the purchase are set aside annually in the Capital Equipment Replacement Fund (CERF). The Finance Manager has confirmed the CERF's cash balance is approximately \$127,000 prior to the expenditure of these monies. This action will require a further appropriation of \$1,358.68 from CERF to accomplish the objective.

The purchase will require the expenditure of monies as follows:

Subject: Approve the purchase of one new police patrol vehicle

Date: September 19, 2017

Page 3

1. Purchase of new vehicle from Future Ford	\$32,539.00
2. Parts and labor to outfit the new car	\$16,402.40
3. Graphics, striping and decals	\$ 417.28
	Total \$49,358.68

Surplus patrol vehicles are typically disposed of at auction. Many factors impact what the vehicle will sell for. Based on the significant rollover damage, this vehicle is expected to sell for less than normal and likely for parts only, which typically is approximately \$1,000 dollars.

All proceeds from the sale of this surplus vehicle belong to the taxpayers (City) and will be placed into the City's Equipment Replacement Fund (CERF).

RESOLUTION NO. ____ - 2017

A RESOLUTION APPROVING THREE CONTRACTS FOR THE PURCHASE AND OUTFITTING OF A NEW 2017 FORD POLICE INTERCEPTOR UTILITY PATROL VEHICLE TO REPLACE AN EXISTING FORD PATROL VEHICLE, AND DECLARING A 2011 FORD PATROL VEHICLE (UNIT NUMBER 1733) AS SURPLUS TO CITY'S NEEDS

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

WHEREAS, the City of Clayton Police Department uses police vehicles to perform the patrol function and provide law enforcement services to the community; and

WHEREAS, patrol vehicles need to be replaced on a regular basis to assure each is in operable and dependable condition for public safety and first responder services; and

WHEREAS, patrol vehicles are equipped with specific emergency lights, sirens, radios; and

WHEREAS, by necessity the City contracts with various service providers for the purchase and installation of emergency equipment and decal/signage on its police patrol vehicles; and

WHEREAS, monies were budgeted by the City Council in the City's FY 2017-2018 Capital Equipment Replacement Fund (CERF) for the replacement of one patrol vehicle used by the City of Clayton Police Department; and

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

Section 1.

Approves and authorizes the competitive bid purchase of a new 2017 Ford Police Interceptor Utility vehicle from Future Ford (matching the State of California's competitive bid price, contract #1-15-23-14B) for the amount of \$32,539.00, including sales tax and fees.

Section 2.

Approves and authorizes a contract in the amount of \$16,402.40 with Pursuit North's Emergency Vehicle Installations for the purchase of law enforcement emergency equipment and the outfitting of the new patrol vehicle to Clayton Police vehicle specifications.

Section 3.

Approves and authorizes the expenditure of \$417.28 to FASTSIGNS for the official police vehicle striping, lettering and decals.

Section 4.

Approves and authorizes the allocation of \$49,358.68 from the FY 2017-2018 Capital Equipment Replacement Fund (CERF) for the noted three (3) purchase and installation contracts related to the acquisition of a new 2017 Ford Police Interceptor for the use by the Clayton Police Department, which authorization includes an additional allocation of \$1,358.68 above the \$48,000 initial CERF budget.

Section 5.

Does herewith declare an existing 2011 Ford Crown Victoria (vehicle unit number 1733) as surplus to the City's need and authorizes the City Manager to dispose of said vehicle by public auction.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 19th day of September, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

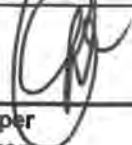
Janet Brown, City Clerk



Agenda Date: 9-19-2017

Agenda Item: 3h

STAFF REPORT

Approved: 
Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk

DATE: September 19, 2017

SUBJECT: Council Re-Appointment of Ronald Tervelt to the Contra Costa Advisory Council on Aging as Clayton's representative for the term through September 30, 2019.

RECOMMENDATION

By minute motion, confirm the nomination by the Mayor Diaz and re-appoint Ronald Tervelt to the serve as the City of Clayton representative on the Contra Costa Advisory Council on Aging through September 30, 2019.

BACKGROUND

With the May 2010 resignation of Ms. Lori Turner as Clayton's representative on the Contra Costa Advisory Council on Aging, the City advertised the advisory position on the City's website and its public posting boards. However, no interest surfaced and the City's position remained vacant for an extended period of time.

In January 2014 the County Clerk received an application from Clayton resident Ron Tervelt to serve on the Advisory Council on Aging. Mr. Tervelt was appointed to one of the "at large" positions on the Advisory Council by the Board of Supervisors commencing July 2014. In October 2014, Mr. Tervelt contacted the Clayton City Clerk expressing interest in exclusively representing his home town as the Clayton delegate to the Advisory Council, rather than hold an "at large" representation. The City Council subsequently approved that appointment to the City's vacant seat. Mr. Tervelt was re-appointed for a 2-year term by the City Council on September 15, 2015.

Mr. Tervelt's term of office expires this September and after contact by the City Clerk, he has expressed interest in continuing to represent the City on this Advisory Council.

FISCAL IMPACT

None.

Attachment: Letter from Ron Tervelt (1 pg.)

**City of Clayton
600 Heritage Trail
Clayton, CA 94517**

August 31, 2017

City Council

I would like to be considered, again, for an appointment to the Advisory Council on Aging.

If appointed, I would like to change my efforts somewhat.

Until the present, I have worked toward preserving our small town interest against those of the County and the large communities, when not aligned.

I have been the Treasurer and a member of the Executive Committee. Currently, I am a member of the Planning Committee. The committee reviews county contracts with senior service providers. This requires interviewing the contractors annually comparing service objectives against actual services provided.

In the future, I plan to attend City Council meetings where senior services are discussed and make myself available to provide any information that might prove useful on the subject being discussed.

This should assure me when I speak on behalf of Clayton, I am in alignment with the wishes of the City Council.

Thank you for your consideration.

Sincerely,

**Ronald L. Tervelt
5617 Frank Place
Clayton, CA 94517**



Approved:



 Gary A. Napper
 City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KEVIN MIZUNO, FINANCE MANAGER

DATE: September 19, 2017

SUBJECT: INVESTMENT PORTFOLIO REPORT – FOURTH QUARTER FY 2016-17

RECOMMENDATION

It is recommended the City Council accept the City Investment Portfolio Report for the fourth quarter of fiscal year 2016-17 ending June 30, 2017.

BACKGROUND

Pursuant to the section XIII of the City of Clayton Investment Policy, last revised on April 21, 2015, the Finance Manager is required to submit a quarterly investment report to the City Council. This quarterly report is also designed to meet the local agency reporting requirements outlined in *California Government Code* section 53646. The fourth quarter 2016-17 fiscal year report is provided herein.

DISCUSSION

With the fourth quarter of the fiscal year completed, annual interest earnings for the General Fund is \$86,626, or 144.68% of forecasted General Fund interest revenues per the 2016-17 fiscal year adopted budget of \$60,000. City-wide investment earnings solely attributable to pooled investments (i.e. not related to cash with fiscal agents such as bond proceeds) through the fourth quarter of fiscal year 2016-17 totaled \$185,759. Approximately 3.79% of the current City Investment Pool (the Pool) is invested in Local Agency Investment Funds (LAIF). The LAIF quarterly apportionment rate was 0.92%, which is an increase (0.14%) from a rate of 0.78% in the preceding quarter. This is also a modest improvement compared to the LAIF apportionment rate of 0.55% one year ago on June 30, 2016. Investments in certificates of deposit comprised approximately 83.70% of the City investment portfolio as of the quarter ended June 30, 2017 and were the highest yielding investment type with a collective weighted average interest rate of 1.59%. Approximately 7.23% of the pool is made up of cash deposits and low (0.01%) interest bearing money market mutual funds, available for normal operating cash flow purposes. Federal Agency Notes, authorized by the revised April 21, 2015

investment policy, were the second highest yielding investment type making up approximately 5.42% of the portfolio with a weighted average interest rate of 1.50%. This relatively small proportion of government agency notes is due to government agency note investments being called earlier in the fiscal year following prior Fed announcements that “long-postponed interest rate growth will be addressed cautiously with any increases to come slowly, if at all”. Since then, the City’s investment strategy has shifted more heavily to non-callable certificates of deposit, where interest rates and other terms have been more favorable to the City. Eventually, the pool’s proportional share of federal agency notes is expected to increase assuming federal interest rates continue to climb.

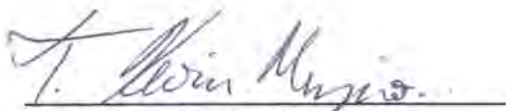
The market value of the total investment portfolio was approximately \$13,242,797, which is \$7,627 (or 0.06%) lower than total carrying value as of June 30, 2017. This consistent marginal difference demonstrates how the conservative nature of the City’s investment strategy mitigates the risk of the City incurring large unrealized losses in market declines. Simultaneously, given less risk being incurred, more predictable and modest investment returns will be realized following this same strategy.

In conclusion, for the fourth quarter ending June 30, 2017, the City of Clayton Investment Portfolio is being managed in accordance with the City’s investment policy. In addition, the City’s cash management program provides sufficient liquidity to meet the next six month’s expenditures. The attached City of Clayton Investment Holdings Summary – Fourth Quarter of Fiscal Year 2016-17 (Attachment 1) provides additional analysis and the specific investment reporting criteria required by *California Government Code* section 53646.

FISCAL IMPACT

The acceptance of this report has no direct fiscal impact to the City of Clayton.

Respectively submitted,



T. Kevin Mizuno, CPA
Finance Manager

Attachment 1: City of Clayton Investment Holdings Summary – Fourth Quarter of Fiscal Year 2016-17
(April 1, 2017 – June 30, 2017)

City of ton
Investment Holdings Summary
Quarter Ending: June 30, 2017

ATTACH JT 1

Investment Account	Investment Type	Institution	CUSIP	Carrying Value	Rate	Current Yield	Settlement Date	Maturity Date	Market Value
Local Agency Investment Fund (LAIF)	Local Agency Pool	LAIF	n/a	502,068.34	0.92%	0.92%	n/a	n/a	501,536.48
UBS Financial Services Inc.	Cash	BS Bank Sa Deposit Account	n/a	-	0.00%	0.00%	n/a	n/a	-
	Money Market Fund	RMA Government Portfolio	n/a	5,494.57	0.01%	0.01%	n/a	n/a	5,494.57
	Certificate of Deposit	Comenity Cap Bk, UT	20033ABN5	245,000.00	1.20%	1.20%	7/5/13	7/5/17	245,007.35
	Certificate of Deposit	Midwest Bk, IL	59828PPT6	245,000.00	1.15%	1.15%	7/15/13	7/17/17	245,058.80
	Certificate of Deposit	Santander Bank NA, DE	80280JLP4	100,000.00	1.00%	1.00%	2/10/16	8/17/17	100,006.00
	Certificate of Deposit	First Bk Highland, IL	319141CG0	247,000.00	1.10%	1.10%	8/21/14	8/28/17	247,024.70
	Certificate of Deposit	Capital One Bank, VA	140420PP9	99,000.00	1.35%	1.35%	10/1/14	10/2/17	99,003.96
	Certificate of Deposit	Dollar Bk, PA	25665QAM7	198,000.00	1.20%	1.20%	11/17/14	11/17/17	198,059.40
	Certificate of Deposit	Banco Santander, PR	059646RZ4	245,000.00	1.20%	1.20%	1/23/15	1/23/18	245,418.95
	Certificate of Deposit	Oriental B&T, PR	686184WU2	200,000.00	1.15%	1.15%	2/10/16	2/20/18	200,024.00
	Certificate of Deposit	First Bus Bk, WI	31938QK78	200,000.00	1.15%	1.15%	3/31/15	4/2/18	199,866.00
	Certificate of Deposit	American Exp Cent, UT	02587DPT9	100,000.00	1.70%	1.70%	7/5/13	7/5/18	100,036.00
	Certificate of Deposit	Compass Bank, AL	20451PAU0	150,000.00	1.55%	1.55%	7/10/13	7/10/18	150,294.00
	Certificate of Deposit	Goldman Sachs Bank, NY	38147JHW5	100,000.00	1.75%	1.74%	7/10/13	7/10/18	100,399.00
	Certificate of Deposit	Cit Bank, UT	17284CHW7	146,000.00	1.80%	1.79%	7/17/13	7/17/18	146,661.38
	Certificate of Deposit	First Financial NW, WA	32022MAC3	100,000.00	1.14%	1.15%	1/28/16	8/20/18	99,732.00
	Certificate of Deposit	Bank Baroda New York, NY	060624SQ2	247,000.00	2.05%	2.04%	10/18/13	10/18/18	248,649.96
	Certificate of Deposit	Sallie Mae Bank, UT	795450Q57	147,000.00	2.05%	2.04%	10/23/13	10/23/18	148,081.92
	Certificate of Deposit	American Express C, UT	02587DWW3	100,000.00	2.00%	1.99%	11/28/14	11/28/18	100,699.00
	Certificate of Deposit	Sallie Mae Bank, UT	795450RT4	100,000.00	2.00%	1.98%	12/11/13	12/11/18	100,761.00
	Certificate of Deposit	Keybank NA, IN	49065VY9	100,000.00	1.53%	1.54%	1/20/16	1/22/19	100,601.00
	Certificate of Deposit	Discover Bank, DE	254672GC6	150,000.00	1.60%	1.60%	1/28/15	1/28/19	150,222.00
	Certificate of Deposit	Preferred Bank, CA	740367ER4	197,000.00	1.20%	1.20%	3/9/16	3/29/19	196,631.61
	Certificate of Deposit	First Savings Bank, IN	33621LBV4	99,000.00	1.15%	1.16%	5/4/16	5/24/19	98,261.46
	Certificate of Deposit	UBS Bank, UT	90348JAS9	200,000.00	1.20%	1.21%	6/9/16	6/17/19	198,390.00
	Certificate of Deposit	Discover Bank, DE	2546712B9	100,000.00	2.00%	1.99%	7/9/14	7/9/19	100,733.00
	Certificate of Deposit	Synchrony Bank, UT	87164XBQ8	100,000.00	2.05%	2.04%	7/11/14	7/11/19	100,733.00
	Certificate of Deposit	First Financial NW, WA	32022MAJ7	147,000.00	1.45%	1.46%	2/10/16	8/19/19	146,414.94
	Certificate of Deposit	Third Fed S&L Assn, OH	88413QAY4	200,000.00	1.50%	1.49%	2/19/15	8/19/19	201,854.00
	Certificate of Deposit	Park Natl Bk Newar, OH	700654AT3	240,000.00	2.15%	2.13%	9/12/14	9/12/19	241,800.00
	Certificate of Deposit	Gulf Coast B&T, LA	402194FB5	99,000.00	1.25%	1.27%	10/14/16	10/15/19	97,716.96
	Certificate of Deposit	GE Capital Bank UT	36162YF24	145,000.00	1.80%	1.78%	1/16/15	1/16/20	146,686.35
	Certificate of Deposit	BMW Bank NA, UT	05580AHL1	198,000.00	1.80%	1.80%	4/12/17	4/21/20	198,215.82
	Certificate of Deposit	Wells Fargo Bk Na Sd Us	94986TTT4	197,000.00	1.25%	1.25%	4/30/15	4/30/20	197,000.00
	Certificate of Deposit	Washington Trust, RI	940637HX2	99,000.00	1.45%	1.46%	11/18/16	5/18/20	98,102.07
	Certificate of Deposit	Comenity Bank, DE	981996XS5	100,000.00	2.30%	2.31%	6/30/15	7/1/20	99,600.00
	Certificate of Deposit	World's Foremost B, NE	9159919E5	200,000.00	2.30%	2.32%	8/6/15	8/6/20	198,600.00
	Certificate of Deposit	Merrick Bk, UT	59013JHE2	149,000.00	1.90%	1.90%	8/20/15	8/20/20	149,373.99
	Certificate of Deposit	JP Morgan Chase, OH	48125YZB3	200,000.00	1.25%	1.25%	1/26/16	2/10/21	200,054.00
	Certificate of Deposit	Synchrony Bank, UT	87164XLH7	94,000.00	1.70%	1.70%	2/25/16	3/4/21	93,937.96
	Certificate of Deposit	UBS Bank, UT	90348JAU4	50,000.00	1.50%	1.53%	7/20/16	7/20/21	48,970.00
	Certificate of Deposit	Synchrony Bank, UT	87164XNA0	50,000.00	1.45%	1.48%	7/22/16	7/22/21	48,949.00
	Certificate of Deposit	Medallion Bank, UT	58403B5Q5	198,000.00	2.05%	2.05%	12/20/16	12/16/21	197,546.58
	Certificate of Deposit	Mercantile Comm Bank	58733ADT3	150,000.00	2.10%	2.10%	1/27/17	1/27/22	149,746.50
	Certificate of Deposit	Texas Exchange Bank, TX	88241TBD1	150,000.00	2.25%	2.24%	3/28/17	3/28/22	150,414.00
	Government Agency	FHLMC	3134G8VZ9	250,000.00	1.25%	1.27%	3/29/16	4/28/21	246,867.50
	Total UBS Financial Services Inc.			6,836,494.57					6,837,699.73

City of Clayton
Investment Holdings Summary
Quarter Ending: June 30, 2017

ATTACHMENT 1

Investment Account	Investment Type	Institution	CUSIP	Carrying Value	Rate	Current Yield	Settlement Date	Maturity Date	Market Value
Morgan Stanley	Money Market Fund	Morgan Stanley	n/a	9,427.69	0.01%	0.01%	n/a	n/a	9,427.69
	Certificate of Deposit	Citizens National, Putnam, CT	176252AQ7	100,000.00	1.20%	0.00%	7/13/13	7/13/17	100,018.00
	Certificate of Deposit	Whitney Bank, MS	966594AM5	157,000.00	1.20%	0.59%	8/12/15	8/14/17	157,025.12
	Certificate of Deposit	Investors Savings Bank, NJ	46176FDY8	100,000.00	1.20%	1.20%	3/26/15	3/26/18	99,978.00
	Certificate of Deposit	Bank of North Carolina, NC	06414QUCI	200,000.00	1.50%	1.24%	1/16/15	4/16/18	200,386.00
	Certificate of Deposit	Bank Leumi, NY	063248FQ6	100,000.00	1.05%	1.05%	6/23/16	6/15/18	99,712.00
	Certificate of Deposit	BMO Harris, IL	05581WHF5	197,000.00	1.05%	0.52%	6/23/16	6/22/18	196,401.12
	Certificate of Deposit	Compass Bank, AL	20451PMD5	100,000.00	1.50%	1.49%	6/30/15	7/2/18	100,149.00
	Certificate of Deposit	Mercantile Bank of Grand Rapids, MI	58740XYT1	147,000.00	1.65%	1.63%	8/14/13	8/14/18	147,929.04
	Certificate of Deposit	First Bank PR Santurce, PR	33767AUJ8	50,000.00	1.45%	1.45%	1/20/16	1/22/19	49,961.50
	Certificate of Deposit	Webster Bank, CT	94768NKJ2	100,000.00	1.35%	1.34%	1/20/16	1/28/19	100,430.00
	Certificate of Deposit	Homebank, NA	43738AFU5	200,000.00	1.50%	1.49%	3/30/15	3/29/19	200,940.00
	Certificate of Deposit	Ally Bank, UT	02006LZR7	100,000.00	1.20%	1.20%	4/14/16	4/15/19	99,680.00
	Certificate of Deposit	State Bank of India, ILL	856283YN0	198,000.00	1.65%	1.64%	5/28/15	5/28/19	198,178.20
	Certificate of Deposit	First Business Bank, WI	31998QL85	50,000.00	1.50%	1.50%	6/11/15	6/11/19	49,902.00
	Certificate of Deposit	Ally Bank, UT	02006LE66	148,000.00	1.25%	1.26%	6/23/16	6/24/19	146,753.84
	Certificate of Deposit	Barclays Bank, DE	06740KHK6	149,000.00	2.10%	2.08%	7/23/14	7/23/19	150,090.68
	Certificate of Deposit	American Express Bank FSB, UT	02587CAJ9	247,000.00	2.00%	1.98%	7/24/14	7/24/19	248,859.91
	Certificate of Deposit	BMW, UT	05580afa7	50,000.00	1.20%	1.21%	8/26/16	8/26/19	49,405.50
	Certificate of Deposit	Comenity Bank, DE	20099A7A9	100,000.00	2.10%	2.06%	8/27/14	8/27/19	101,585.00
	Certificate of Deposit	JPM, OH	48126XCP8	48,000.00	1.25%	1.26%	8/31/16	8/31/19	47,441.76
	Certificate of Deposit	Capital One Bank, VA	140420QF0	190,000.00	2.15%	2.12%	10/16/14	10/16/19	131,228.50
	Certificate of Deposit	State Bk India, NY	8562842P8	50,000.00	2.25%	2.22%	8/27/14	10/17/19	50,653.00
	Certificate of Deposit	The Privatebank & Trust Co., IL	74267CUU9	100,000.00	1.90%	1.87%	1/23/15	1/23/20	101,111.00
	Certificate of Deposit	American Express Centurion Bank, UT	02587DXE3	47,000.00	1.95%	1.93%	1/30/15	1/30/20	47,295.16
	Certificate of Deposit	Peoples United Bank, CT	71270QML7	151,000.00	1.75%	1.73%	3/4/15	3/4/20	152,200.45
	Certificate of Deposit	Everbank, FL	29976DVV7	200,000.00	1.75%	1.74%	3/30/15	3/30/20	200,002.00
	Certificate of Deposit	HSBC Bank, VA	40434ASZ3	247,000.00	1.24%	1.25%	3/30/15	3/30/20	246,896.26
	Certificate of Deposit	CIT Bank, UT	17284DBM3	50,000.00	1.98%	1.98%	6/3/15	6/3/20	50,311.50
	Certificate of Deposit	Capital One NA USA, VA (4297)	14042E4Y3	245,000.00	2.22%	2.22%	7/22/15	7/22/20	247,871.40
	Certificate of Deposit	Beneficial Mut, PA	08173QBT2	200,000.00	1.37%	1.37%	10/7/16	10/7/20	196,398.00
	Certificate of Deposit	Wells Fargo, SD	9497485W3	50,000.00	1.77%	1.77%	6/17/16	6/17/21	49,322.00
	Certificate of Deposit	Enerbank USA, UT	29266N3H8	50,000.00	1.48%	1.48%	8/26/16	8/26/21	48,883.50
	Certificate of Deposit	Privatebank, IL	74267GVM6	147,000.00	1.53%	1.53%	8/30/16	8/30/21	143,757.18
	Certificate of Deposit	Franklin Syn Bank, TN	35471TCV2	204,000.00	2.00%	2.01%	1/12/17	1/31/22	202,735.20
	Certificate of Deposit	Live Oak Banking, NC	538036CM4	97,000.00	2.25%	2.24%	4/7/17	4/7/22	97,232.80
	Government Agency	Federal Farm Credit Bank	31335CEX9	200,000.00	1.67%	1.70%	6/9/16	6/14/21	195,698.00
	Government Agency	Federal Home Loan Bank	3130A8HH9	250,000.00	1.62%	1.65%	6/16/16	6/23/21	244,277.50
	Total Morgan Stanley			4,968,427.69					4,960,127.81
Bank of America (book balance)	Cash (checking account)	Bank of America		943,432.65	0.00%	0.00%	n/a	n/a	943,432.65

Broker / Institution	Carrying Value	Percentage of Portfolio	Weighted Average Yield to Maturity	W.A.M. (yrs)	Market Value
Local Agency Investment Fund (LAIF)	502,088	3.79%	0.92%	0.64	501,536
URS Financial Services Inc.	6,836,495	51.59%	1.56%	1.92	6,837,700
Morgan Stanley	4,968,428	37.50%	1.62%	2.37	4,960,128
Bank of America (book balance)	943,433	7.12%	0.00%	0.00	943,433
Total Investment Portfolio	13,250,423	100.00%			13,242,797
2016-17 Budgeted Interest - General Fund	\$	60,000			
2016-17 Actual Interest Revenue to date (7/1/16 - 6/30/17)	\$	86,626			
Percent of General Fund Budget Realized		144.38%			
Quarterly Weighted Average Annual Yield*		1.45%			
2016-17 Total Pooled Investment Income To Date (7/1/16 - 6/30/17)	\$	185,759			

*This calculation excludes the City's non-interest bearing pooled checking account with Bank of America

I verify that this investment portfolio is in conformity with State laws and the City of Clayton's investment policy. The City's cash management program provides sufficient liquidity to meet the next six month's expenditures.


Kevin Mizuno, Finance Manager
8/7/17
Date



Hank Stratford, City Treasurer
8/17/17
Date



Agenda Date: 9-19-2017

Agenda Item: 3j

Approved:


Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT ALMAN, CITY ENGINEER

DATE: SEPTEMBER 19, 2017

SUBJECT: CONSIDER RESOLUTIONS ENACTING A SERIES OF ACTIONS TO SUBMIT A CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRECYCLE) REGIONAL GRANT APPLICATION IN COOPERATION WITH THE CITY OF CONCORD FOR RUBBER ASPHALT MATERIAL COST REIMBURSEMENT

RECOMMENDATION

It is recommended the City Council approve and authorize the following actions:

1. Direct City staff to work in concert with the City of Concord to prepare and submit a regional application for a California Department of Resources Recycling and Recovery (CalRECYCLE) grant for up to \$150,000.00 in materials cost reimbursement for the use of rubber product(s) in Clayton's Collector Street Rehabilitation Project, CIP No. 10425 (aka "Keller Ridge Drive Rehabilitation Project").
2. Authorize the Mayor to execute a Letter of Authorization for grant and payment programs as required by the grantor.
3. Adopt a Resolution of Participating Regional Agency (Clayton) Authorizing on its Behalf the Submittal of a Grant Application by the City of Concord, the Lead Agency, For Which City of Clayton is Eligible; and
4. Adopt a Resolution of Participating Regional Agency (Clayton) Authorizing on Its Behalf the Submittal of a Payment Program Application By City of Concord, the Lead Agency.

BACKGROUND

The California Department of Resources Recycling and Recovery (CalRECYCLE) offers an annual grant program that provides successful applicants with funds to reimburse an applicant the difference in cost to utilize rubberized street maintenance materials as opposed to non-rubberized materials. The intent of the grant program is to provide the incentive for cities and counties to utilize rubberized pavement maintenance materials made from waste tires, thereby reducing the number of waste tires that are deposited into landfills.

Rubberized asphalt paving materials provide a dual benefit of reducing waste tires in landfills while also providing enhanced treatment for street surfaces. The rubberized materials have a longer service life and have increased flexibility that allows a better seal with the ever expanding and contracting street surfaces. The rubberized seal material seems to be better at preventing reflective cracking from the existing street surface thus providing a longer service life for the street and treatment.

DISCUSSION

Clayton has not historically utilized rubberized materials in its annual street maintenance treatments. It was believed by the former city engineer that rubberized materials were too expensive and not cost effective for Clayton's street maintenance projects. By applying for the CalRECYCLE grant funds, the City has the opportunity to utilize rubberized material at little to no additional cost to the City.

CalRECYCLE offers two different grant application opportunities. The two are "Individual" and "Regional" grant opportunities. A public agency has only a limited number of "Individual" grants that it can be awarded in the lifetime of the agency. If two or more local agencies work cooperatively to submit a "Regional" grant application, those "Regional" grant applications and awards are not counted against the maximum number of grants awarded. In this case, Clayton is working in cooperation with the City of Concord on a Regional Application in order to retain the maximum number of CalRECYCLE grants each public agency can be awarded.

To submit a regional application with Concord, Clayton is required to enact two Resolutions and authorize the Mayor to execute a City letter authorizing Concord to submit grant payment requests on behalf of Clayton.

If Clayton is awarded grant funds, it will be directed to CIP No. 10425, the Collector Street Rehabilitation Project (aka, Keller Ridge Rehabilitation Project) to offset the additional cost of potentially utilizing rubberized cape seal as one of the street maintenance treatments on Keller Ridge Drive.

FISCAL IMPACT

The maximum regional grant award for this CalRECYCLE grant is \$500,000.00 split between the Lead Agency (i.e., City of Concord) and the Participating Agency (i.e., City of Clayton). The maximum award a Lead Agency can obtain is \$350,000.00 and the maximum award for a Participating Agency is \$150,000.00.

There is no fiscal impact to apply for these grant funds. If the grant funds are awarded, it will be utilized to offset increased unit costs for rubberized cape seal product. If this grant is not awarded, the Keller Ridge Rehabilitation Project will be constructed utilizing non-rubberized cape seal materials with the cost for those materials already budgeted into the CIP project.

Attachments:
Resolution XX-2017 (2pp)
Resolution XX-2017 (2pp)
Letter (1pg)

RESOLUTION NO. XX-2017

A RESOLUTION OF PARTICIPATING REGIONAL AGENCY (CLAYTON) AUTHORIZING ON ITS BEHALF THE SUBMITTAL OF A GRANT APPLICATION BY CITY OF CONCORD, THE LEAD AGENCY, FOR WHICH CITY OF CLAYTON IS ELIGIBLE.

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

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRECYCLE) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the CalRECYCLE Rubberized Pavement Grant Program allows regional grant projects; and

WHEREAS, CalRECYCLE grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRECYCLE grants; and

WHEREAS, CalRECYCLE's procedures for administering Payment Programs require, among other things, a regional participant to formally authorize certain matters related to the application and administration of the Payment Program by its designated Lead Agency.

NOW THEREFORE, BE IT RESOLVED that the Clayton City Council authorizes City of Concord to submit a Rubberized Pavement Grant Program regional application on behalf of itself as a regional participant.

BE IT FURTHER RESOLVED that the City of Concord is hereby authorized and empowered to execute on behalf of City of Clayton all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

BE IT FURTHER RESOLVED this Resolution is effective for five (5) years from its date of adoption as it pertains to joint agency regional application(s) to CalRECYCLE for rubberized asphalt material projects only.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 19th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk

RESOLUTION NO. XX-2017

**A RESOLUTION OF PARTICIPATING REGIONAL AGENCY (CLAYTON)
AUTHORIZING ON ITS BEHALF THE SUBMITTAL OF A PAYMENT PROGRAM
APPLICATION BY CITY OF CONCORD AS THE LEAD AGENCY TO THE
CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
FOR THE PURPOSE OF RUBBERIZED PAVEMENT GRANT FUNDS**

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

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the California Department of Resources Recycling and Recovery (CalRecycle) has established various Payment Programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRECYCLE is required to establish procedures governing the administration of Payment Programs; and

WHEREAS, the Payment Program allows regional participation; and

WHEREAS, CalRECYCLE's procedures for administering Payment Programs require, among other things, a regional participant to formally authorize certain matters related to the application and administration of the Payment Program by its designated Lead Agency;

NOW THEREFORE, BE IT RESOLVED that the City of Clayton hereby designates the City of Concord, California to act as the Lead Agency and herein authorizes it to submit a Payment Program regional application on behalf of itself as Lead Agency and City of Clayton as Participating Agency to CalRECYCLE for the purpose of receiving grant funds for rubberized asphalt materials for local street repaving projects. Furthermore, the City of Concord is hereby authorized and empowered to execute all documents necessary to secure funds and implement an approved CalRECYCLE project.

BE IT FURTHER RESOLVED this Resolution is effective for five (5) years from its date of adoption as it pertains to joint agency regional application(s) to CalRECYCLE for rubberized asphalt material projects only.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 19th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk



CITY OF CLAYTON

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City Council
JIM DIAZ, MAYOR
KEITH HAYDON, VICE MAYOR
TUJIA CATALANO, COUNCILMEMBER
JULIE K. PIERCE, COUNCILMEMBER
DAVID T. SHUEY, COUNCILMEMBER

DRAFT

September 20, 2017

California Department of Resources Recycling and Recovery (CalRecycle)
Rubberized Pavement Grant Program

RE: Letter of Authorization as Participating Agency

To Whom It May Concern,

I, Jim Diaz, am the Mayor of the City of Clayton. I am authorized by City Council action to contractually bind the City of Clayton. Pursuant to this authority, I hereby authorize the City of Concord to submit a regional application and act as Lead Agency on behalf of City of Clayton as it pertains to CalRECYCLE's rubberized pavement grant program.

The City of Concord is hereby authorized to execute all documents necessary to implement the project under the Rubberized Pavement Grant Program.

This authorization is effective until rescinded by me or my successor.

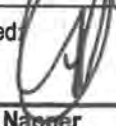
Jim Diaz, Mayor
City of Clayton, CA

cc: Clayton City Manager



Agenda Date: 9-19-2017

Agenda Item: 3K

Approved: 
Gary A. Napper City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT ALMAN, CITY ENGINEER

DATE: SEPTEMBER 19, 2017

SUBJECT: CONSIDER A RESOLUTION REDIRECTING \$375,000.00 IN ARTERIAL STREET PROJECT SAVINGS FROM MEASURE J GRANT TO FUND CIP NO. 10379 PINE HOLLOW ROAD UPGRADE, DIRECT STAFF TO WORK WITH CCTA TO REVISE THE EXISTING GRANT DOCUMENTS TO INCLUDE THS ADDITIONAL PROJECT AND APPROVE FINDINGS THAT CIP NO. 10379 PINE HOLLOW ROAD UPGRADE IS EXEMPT FROM CEQA UNDER SECTION 15301(C)

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution authorizing the following actions:

1. Redirect \$375,000.00 in arterial street project savings from the existing Measure J grant to fund CIP Project No. 10379 Pine Hollow Road - Upgrade; and
2. Direct staff to work with CCTA to revise the existing Measure J grant documents to include this additional project; and
3. Approve findings that CIP No. 10379 is exempt under CEQA Section 15301(c) - Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

BACKGROUND

The City of Clayton has an existing Measure J grant through the Contra Costa Transportation Authority (CCTA) that was used to fund the 2016 Arterial Rehabilitation Project. That project has been completed and the City fully reimbursed for those project costs under the terms of the grant. There are remaining savings in the overall funding amount granted to the City by CCTA. Under the terms of the grant, Clayton can redirect those savings into another similar project and utilize the remaining grant funding for an additional CIP transportation project.

DISCUSSION

After discussion with the City Manager it is recommended the remaining grant funds be redirected to the Pine Hollow Road Upgrade - CIP No. 10379 as that is an appropriate arterial street-related project that would be supported by Measure J Grant funds. The City Engineer has contacted CCTA and determined that CCTA staff is supportive of this use of grant savings and will put the Pine Hollow Road Upgrade project forward as Phase 2 of the grant project. Staff is seeking concurrence and approval from the City Council to formally request CCTA include the City's Pine Hollow Road Upgrade – CIP No. 10379 as Phase 2 of our Measure J Grant.

ENVIRONMENTAL

The Pine Hollow Road Upgrade – CIP No. 10379 project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

FISCAL IMPACT

Fiscal impact is positive as redirection of the Measure J grant savings to the City's Pine Hollow Road Upgrade Project allows the City to utilize all of the allotted arterial street rehabilitation grant funds and complete an additional Capital Improvement Project that has been listed in the City's CIP 5-Year Plan for several years but is previously unfunded in the 2017/2018 CIP budget.

Attachments:
Resolution xx-2017 (2pp)

RESOLUTION NO. XX-2017

A RESOLUTION REDIRECTING \$375,000.00 IN ARTERIAL STREET REHABILITATION PROJECT SAVINGS FROM A MEASURE J GRANT TO FUND CIP NO. 10379 PINE HOLLOW ROAD UPGRADE, DIRECT STAFF TO WORK WITH CCTA TO REVISE THE EXISTING GRANT DOCUMENTS TO INCLUDE THIS ADDITIONAL TRANSPORTATION IMPROVEMENT PROJECT, AND APPROVE FINDINGS THAT CIP NO. 10379 PINE HOLLOW ROAD UPGRADE IS EXEMPT FROM CEQA UNDER SECTION 15301(C)

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

WHEREAS, the City of Clayton is the beneficiary of a Measure J Grant through the Contra Costa Transportation Authority (CCTA) that was used to fund the City's 2016 Arterial Rehabilitation Project; and

WHEREAS, the 2016 Arterial Rehabilitation project is now complete and the City fully reimbursed for all project costs under the terms of the grant; and

WHEREAS, there are remaining project savings in the overall amount of funds granted to the City by CCTA; and

WHEREAS, the terms of the CCTA Measure J grant provide the opportunity to redirect those savings into another similar project and utilize the remaining grant funding for an additional CIP project; and

WHEREAS, after discussion with the City Manager it is recommended the remaining grant funds be redirected to a similar arterial street improvement project, the "Pine Hollow Road Upgrade" - CIP No. 10379, as it is an appropriate transportation improvement project that is eligible for Measure J Grant funds.; and

WHEREAS, the Pine Hollow Road Upgrade Project – CIP No. 10379 is determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety);

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby approve and order the following actions:

1. Authorizes the proposed redirection of \$375,000.00 in project savings from the existing Measure J grant to fund CIP Project No. 10379 Pine Hollow Road - Upgrade; and
2. Directs City staff to work with CCTA to revise the existing Measure J Grant documents to include this additional project as a Phase 2 local transportation improvement project; and
3. Approves findings that CIP No. 10379 is exempt under CEQA Section 15301(c) - Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 19th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk

KATE AMOS
Clayton Valley Charter High School
for
her design work and assistance
developing a joint postal mailer
for the
Clayton Police Department
and the
U.S. Postal Service
regarding mail theft.

Agenda Date: 9-19-2017

Agenda Item: 4a

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Follow these guidelines to protect yourself from mail theft:

- Deposit outgoing mail in a blue collection box, at a Post Office, or by handing it directly to your letter carrier.
- Never leave mail in your mailbox overnight.
- If you see suspicious activity around your mailbox, call local police and Postal Inspectors.
- Consider getting a P.O. Box for letters and parcels.
- Pick up parcels as quickly as possible both when in the mailbox or on the porch.
- Use the vacation hold feature with the post office when you leave on vacation.



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Created by Clayton Valley Charter High School Graphic Arts Club 2017

Agenda Date: 9-19-2017

Agenda Item: 4b

declaring
September 17 - 23, 2017
as

"Constitution Week"

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2017, marks the two hundred thirtieth anniversary of the framing of the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.


NOW, THEREFORE, I, Jim Diaz, Mayor, on behalf of the Clayton City Council, do hereby proclaim the week of September 17 through 23 as "Constitution Week" in the City of Clayton, California, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.



Agenda Date: 9-19-2017

Agenda Item: 8a

Approved:


Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR *MJG*

DATE: SEPTEMBER 19, 2017

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE ADDING CHAPTER 17.22 – RESIDENTIAL DENSITY CALCULATIONS FOR RESIDENTIAL PARCELS WITH SENSITIVE LAND AREAS TO THE CLAYTON MUNICIPAL CODE (ZOA-03-17)

RECOMMENDATIONS

It is recommended the City Council consider all information provided and submitted, receive and consider any public testimony, and, if determined to be appropriate, take the following actions:

1. Motion to have a Second Reading of Ordinance No. 476 by title and number only and waive further reading; and
2. Following the Clerk's reading; by motion adopt Ordinance No. 476 to amend Title 17, "Zoning", by adding Chapter 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas to the Clayton Municipal Code describing and establishing how General Plan residential densities are calculated for proposed residential projects on parcels with sensitive land areas (ZOA-03-17) (**Attachment 1**).

BACKGROUND

On August 1, 2017 at a duly-noticed public hearing, the City Council introduced the subject Ordinance, which proposes to amend Title 17, "Zoning" by adding Chapter 17.22 - Residential Density Calculations for Residential Parcels with Sensitive Land Areas to the Clayton Municipal Code for the purposes of describing and establishing how General Plan residential densities are calculated for proposed residential projects on parcels with sensitive land areas (ZOA-03-17) (**Attachment 2**). No changes were made to the Ordinance at the August 1, 2017 hearing.

ENVIRONMENTAL DETERMINATION

Pursuant to CEQA Guideline Section 15162, the proposed amendments to the Zoning Code will result in activities less intense than those analyzed in the General Plan Environmental Impact Report (EIR) and the Housing Element Initial Study/Negative Declaration (IS/ND). The proposed Ordinance will not constitute a substantial change or result in new significant environmental effects or have a substantial increase in the severity of the previously identified significant effects and there is no new information of substantial importance that was not known at the time. Accordingly, based on substantial evidence set forth in the record, including but not limited to, the General Plan EIR and the Housing Element IS/ND, and all related information, the General Plan EIR and Housing Element IS/ND serve as adequate California Environmental Quality Act (CEQA) documentation for the Ordinance.

FISCAL IMPACT

Due to fewer parcels that would be created, the proposed action could lead to a possible nominal reduction in future overall property tax revenue to the City and the school district.

ATTACHMENTS

1. Ordinance No. 476 with the attachment [6 pp.]:
Exhibit A – Chapter 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas
2. Excerpt of the Staff Report from the August 1, 2017 City Council Meeting [8 pp.]

ATTACHMENT 1

ORDINANCE NO. 476

AN ORDINANCE AMENDING TITLE 17, "ZONING", BY ADDING CHAPTER 17.22 TO THE CLAYTON MUNICIPAL CODE REGARDING RESIDENTIAL DENSITY CALCULATIONS FOR RESIDENTIAL PARCELS WITH SENSITIVE LAND AREAS

THE CITY COUNCIL City of Clayton, California

THE CITY COUNCIL OF THE CITY OF CLAYTON DOES HEREBY FIND AS FOLLOWS:

WHEREAS, the city of Clayton is ninety-eight (98) percent built-out and the majority of properties available to develop are marginal or more difficult due to sensitive land areas such as slopes or creeks; and

WHEREAS, the City of Clayton wishes to create the opportunity for more desirable developments rather than applying a singular approach in regards to the determination of density; and

WHEREAS, the City of Clayton wishes to protect sensitive land areas in a manner that such areas would be excluded from the gross or legal acreage of a developable residential parcel; and

WHEREAS, the City amended the General Plan designation of certain properties to Multifamily High Density Residential to meet the City's 2007-2014 Regional Housing Needs Allocation (RHNA) obligation shortfall, which are exempt from the net density calculations to comply with State law; and

WHEREAS, the City has a total Regional Housing Needs Allocation (RHNA) obligation of 141 units and there is a total of 272 available units identified in the City's certified 2015-2023 Housing Element, which provides a surplus of 131 units; and

WHEREAS, the proposed amendments to the Clayton Municipal Code will still provide the City with adequate capacity to accommodate its Regional Housing Needs Allocation (RHNA) obligation; and

WHEREAS, the proposed amendments to the Clayton Municipal Code do not conflict and are in conformance with the City of Clayton General Plan because the General Plan identifies developable acreage and residential density calculations to be further defined in the Clayton Municipal Code and does not require a minimum density for residential properties with sensitive land uses; and

WHEREAS, on July 18, 1985 the City certified an Environmental Impact Report in support of its approved General Plan (General Plan EIR). The General Plan EIR analyzed the potential significant environmental effects that may occur as a result of the General Plan's implementation and concluded that, with the implementation of the General Plan, all impacts could be mitigated to a less-than-significant level; and

WHEREAS, on November 19, 2014, the City adopted an Initial Study/Negative Declaration (Housing Element IS/ND) in support of its approval of the 2015-2023 Housing Element. The IS/ND concluded that the 2015-2023 Housing Element would not result in new significant or more severe environmental impacts than those identified in the General Plan EIR; and

WHEREAS, the Clayton Planning Commission held a duly-noticed public hearing on July 11, 2017, at which it adopted Resolution No. 04-17 recommending City Council approval of the proposed Ordinance to amend Title 17 of the Clayton Municipal Code, by adding Chapter 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas; and

WHEREAS, proper notice of the public hearing on this Ordinance for this time and date was given in all respects as required by law; and

WHEREAS, the Clayton City Council has reviewed all written evidence and oral testimony presented to date on this matter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Ordinance.

Section 2. Amendment. Chapter 17.22 of the Clayton Municipal Code is hereby added to read in full as set forth in Exhibit A, attached and incorporated by this reference.

Section 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

Section 4. CEQA. The City Council hereby determines, pursuant to CEQA Guideline Section 15162, that the proposed amendments to the Zoning Code will result in activities less intense than those analyzed in the General Plan EIR and the Housing Element IS/ND. Accordingly, based on substantial evidence set forth in the record, including but not limited to, the General Plan EIR and the Housing Element IS/ND, and all related information presented to the City Council, the City Council hereby finds that the Ordinance:

(a) does not constitute a substantial change that will require major revisions of the General Plan EIR or Housing Element IS/ND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(b) does not constitute a substantial change with respect to the circumstances under which the Project is undertaken that will require major revisions of the General Plan EIR or Housing Element IS/ND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the General Plan EIR was certified or the Housing Element IS/ND was adopted, that shows any of the following: (i) the Project will have one or more significant effects not discussed in the General Plan EIR or Housing Element IS/ND; (ii) significant effects previously examined will be substantially more severe than shown in the General Plan EIR or Housing Element IS/ND ; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the lead agency declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the General Plan EIR or Housing Element IS/ND would substantially reduce one or more significant effects on the environment, but which the lead agency declined to adopt.

As such, the General Plan EIR and Housing Element IS/ND serve as adequate CEQA documentation for the Ordinance.

Section 5. Conflicting Ordinances Repealed. Any ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

Section 6. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause it to be posted in three (3) public places heretofore designated by resolution of the City Council for the posting of ordinances and public notices. Further, the City Clerk is directed to cause Section 2 of this Ordinance to be entered into the City of Clayton Municipal Code.

The foregoing Ordinance was introduced at a regular public meeting of the City Council of the City of Clayton held on August 1, 2017.

Passed, adopted, and ordered posted by the City Council of the City of Clayton, California at a regular public meeting thereof held on September 19, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST

Janet Brown, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Malathy Subramanian, City Attorney

Gary A. Napper, City Manager

I hereby certify that the foregoing Ordinance was duly introduced at a regular public meeting of the City Council of the City of Clayton held on August 1, 2017, and was duly adopted, passed, and ordered posted at a regular public meeting of the City Council held on September 19, 2017.

Janet Brown, City Clerk

EXHIBIT A

Chapter 17.22

RESIDENTIAL DENSITY CALCULATIONS FOR RESIDENTIAL PARCELS WITH SENSITIVE LAND AREAS

Sections:

17.22.010	Purpose
17.22.020	Calculating Density for Residential Parcels with Sensitive Land Areas
17.22.030	Determining Capacity
17.22.040	Density Calculation
17.22.050	Constraints Map

17.22.010 Purpose. The purpose of this section is to describe and determine how General Plan residential densities are calculated for proposed residential projects when sensitive land areas exist on a residential parcel.

17.22.020 Calculating Density for Residential Parcels with Sensitive Land Areas. The General Plan establishes minimum and maximum densities for all residentially designated uses within the City. Residential density is a computation expressing the number of dwelling units per acre based on the developable acreage of the land. The developable acreage shall not include sensitive land areas for purposes of calculating the permitted subdivision capacity (density) on a parcel or parcels of land. Because of the constraints due to sensitive land areas, residential parcels with sensitive land areas shall fall within a not to exceed maximum density for developable acreage and shall not have a minimum density requirement.

Public rights-of-way and utility easements are to be considered as part of the developable acreage.

17.22.030 Determining Capacity. Developable acreage shall be determined by excluding the following sensitive land area(s) from the gross or legal acreage of a parcel(s):

- 1) Land within the 100-year floodplain;
- 2) Land or slopes exceeding 26 percent;
- 3) Creeks, streams, and the associated setback provisions as set forth in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan as implemented by City Ordinance No. 412;
- 4) Rock outcroppings; and
- 5) Wetlands as defined and determined by the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan;
- 6) Land containing species of endangered plants that have been identified as a no-take species as defined and determined by the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan; and

7) Any other similar features as determined by the Planning Commission.

17.22.040 Density Calculation. To calculate the numerical maximum range of housing units; exclude the identified sensitive land areas from the legal or gross acreage and then multiply the remaining acreage by the highest number in the density range for the applicable residential General Plan land use designation for the maximum density.

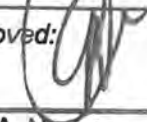
17.22.050 Constraints Map. Prior to permitting any request for a subdivision or parcel map allowing for the construction of any residential units, a constraints map shall be submitted analyzing the developable and non-developable acreage of the property.

ATTACHMENT 2

Agenda Date: 8-1-2017

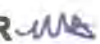
Agenda Item: P2



Approved: 
Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR 

DATE: AUGUST 1, 2017

SUBJECT: PUBLIC HEARING TO CONSIDER THE INTRODUCTION OF AN ORDINANCE SETTING THE CALCULATION OF RESIDENTIAL DENSITY ON PARCELS WITH SENSITIVE LAND AREAS (ZOA-03-17)

RECOMMENDATIONS

It is recommended the City Council consider all information provided and submitted, open the Public Hearing to take and consider all public testimony, and if determined to be appropriate, take the following actions:

1. Following closure of the Public Hearing, subject to any changes by the City Council, adopt a motion to have the City Clerk read Ordinance No. 476 by title and number only and waive further reading; and
2. Following the City Clerk's reading, by motion approve Ordinance No. 476 for Introduction, adding Section 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas to the *Clayton Municipal Code* describing and establishing how General Plan residential densities are calculated for proposed residential projects on parcels with sensitive land areas (ZOA-03-17) (**Attachment 1**).

BACKGROUND

On May 16, 2017, the City Council held a public hearing to consider the subject Ordinance as well as a General Plan amendment. The General Plan amendment proposed to modify the manner in which residential densities are calculated when sensitive land areas are present and to remove the minimum density requirement on residentially-designated parcels. The General Plan amendment, coupled with the

subject Ordinance, would reduce the overall buildable density on residentially-zoned parcels containing sensitive land areas. During the hearing, the City Council indicated these amendments would be conducive to achieving the goals of the City's General Plan while also taking into consideration sensitive habitats. The City Council unanimously approved the General Plan amendment and the Ordinance for Introduction (**Attachment 2**).

The second reading and adoption of Ordinance No. 476 was scheduled to be heard by the City Council on June 6, 2017; however, in the interim the City received an email from Mr. Bill Jordan identifying concerns with the Ordinance in regards to compliance with the City's Housing Element and State law, particularly as related to his real properties (**Attachment 3**). The second reading of the Ordinance was continued by the City Council at the June 6, 2017 hearing to provide staff additional time to research these possible Housing Element and State law issues. Following its research, staff concluded that, even though State law takes precedence over local municipal codes, it is a better practice for the City to be transparent and fully demonstrate compliance with State law within its Municipal Code. Therefore, staff returns with a revised Ordinance to the City Council, adding language to exempt parcels where the General Plan designation was amended to comply with State law to meet the City's 2007-2014 Regional Housing Needs Allocation (RHNA) obligation and to fully demonstrate compliance with State law.

The Planning Commission reviewed and considered the revised Ordinance at its meeting on July 11, 2017 and following a discussion regarding the need for the additional language, the Planning Commission unanimously recommended approval to the City Council (**Attachment 4**).

DISCUSSION

The City of Clayton's 2007-2014 Housing Element identified a shortfall of land to accommodate residential development at a density deemed appropriate for affordable housing. The City's lack of demonstrated capacity for 84 units of extremely low-, very low-, and low-income, as identified by the Regional Housing Needs Allocation (RHNA), required certain actions be taken by the City. These actions, as identified by State law, required that land be rezoned or re-designated to meet a RHNA shortfall (Government Code Section 65583.2(h) and (i)). In order to comply with State law to meet the aforementioned and identified shortfall from the 2007-2014 planning period, the City amended the General Plan designation for properties in and adjacent to the Town Center as well as the Old Firehouse Site and an adjacent property to Multifamily High Density (MHD) residential (**Attachment 5**). State law also required this General Plan designation to be at least 20 units per acre and the high density use to be permitted by right (no Use Permit required).

In order to address and comply with these specific State law requirements, language has been added to the subject Ordinance specifically exempting those properties where the City amended the General Plan designation to Multifamily High Density (MHD) residential in order to meet its 2007-2014 Regional Housing Needs Allocation

shortfall. These properties are not eligible for the proposed sensitive land area net density calculation because the State has mandated a density of 20 units per acre, which presumably cannot be lowered even when sensitive land areas exist. Further, depending on the future of State Housing Element law, this exemption language could be subject to termination unless these properties are developed or State law persists with this shortfall requirement during the next Housing Element cycle. For ease of review and clarity purposes, a redline version of the Ordinance has been provided as **Attachment 6**.

ENVIRONMENTAL

Pursuant to CEQA Guideline Section 15162, the proposed amendments to the Zoning Code will result in activities less intense than those analyzed in the General Plan Environmental Impact Report (EIR) and the Housing Element Initial Study/Negative Declaration (IS/ND). The proposed Ordinance will not constitute a substantial change or result in new significant environmental effects or have a substantial increase in the severity of the previously identified significant effects and there is no new information of substantial importance that was not known at the time. Accordingly, based on substantial evidence set forth in the record, including but not limited to, the General Plan EIR and the Housing Element IS/ND, and all related information, the General Plan EIR and Housing Element IS/ND serve as adequate California Environmental Quality Act (CEQA) documentation for the Ordinance.

FISCAL IMPACT

Due to fewer parcels that would be created, the proposed action could lead to possible nominal reduction in future overall property tax revenue to the City.

ATTACHMENTS

1. Ordinance No. 476 with the following Exhibits: [6 pp.]
Exhibit A – Clayton Municipal Code Section 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas
2. Excerpt from May 16, 2017 City Council Staff Report and Minutes [10 pp.]
3. Email Correspondence from Bill Jordan [2 pp.]
4. Excerpt from July 11, 2017 Planning Commission Staff Report [3 pp.]
5. General Plan Map of Multifamily High Density (MHD) Residential Designated Properties [1 pp.]
6. Redline Changes to Clayton Municipal Code Section 17.22 – Residential Density Calculations for Residential Parcels with Sensitive Land Areas [2 pp.]

ATTACHMENT 3

Mindy Gentry

From: William P Jordan <billjordan@sbcglobal.net>
Sent: Tuesday, June 06, 2017 1:51 PM
To: Mindy Gentry
Subject: Fw: New Clayton ordinance for calculating density/non compliance of Housing Element Law

Hi Mindy,

Here is an email I sent to Julie Pierce last night. She has not gotten back to me yet so I am sending it to you to share with the council tonight.

I am hoping you hit the "pause" button on the new ordinance tonight and look into this further for my reasons listed below.

It seems like it will cause a lot of wasted time and money if an organization decides to make City of Clayton defend the new lesser allowable number of units in the downtown area.

Thank you.

Bill Jordan

On Monday, 5 June 2017 10:19 PM, William P Jordan <billjordan@sbcglobal.net> wrote:

Good evening Julie,

I am writing to you to see what your opinion is regarding the proposed ordinance as it relates to non compliance and conflict of Housing Element Law.

As noted in an email to Mindy Gentry that was given to you prior to last city council meeting, I am in support of the new ordinance but thought that my Affordable Housing Opportunity Site (AHO) should be exempted.

I am writing again with another concern and ask that you look into the legality of passing this ordinance as it seems contrary to Housing Element Law and what was just approved in November of 2016 which increased the minimum density to 20 units per acre on the MHD lots. In other words, this proposed ordinance takes several units away on an AHO site from the intent of the last ordinance passed. And that November 2016 ordinance was meant to bring our Housing Element into compliance.

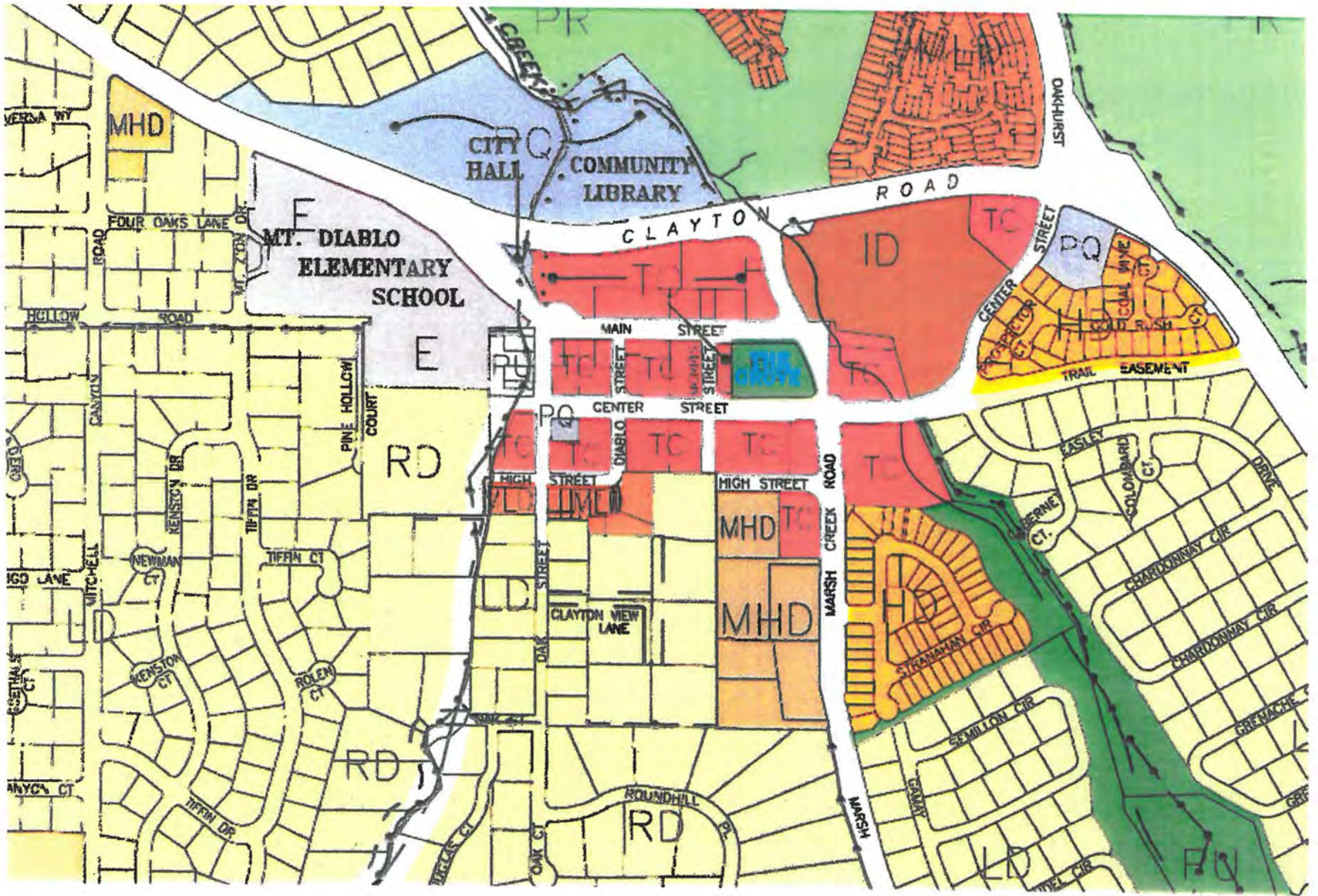
This new ordinance does not achieve the goals of RHNA, ABAG and our own Housing Element as part of the General Plan. These urban MHD lots downtown Clayton near businesses and transit are unintended targets of an ordinance meant to benefit another development along a creek and rural in nature.

I would think that the proposed ordinance is fine as long as it exempts parcels in the Town Center Specific Plan and/or by geographic boundaries. This seems to be a cleaner and less vulnerable position for housing advocates to litigate against our city.

Please let me know your thoughts.

Thank you.

Bill
872-7249



ATTACHMENT 6

Chapter 17.22

RESIDENTIAL DENSITY CALCULATIONS FOR RESIDENTIAL PARCELS WITH SENSITIVE LAND AREAS

Sections:

17.22.010	Purpose
17.22.020	Calculating Density for Residential Parcels with Sensitive Land Areas
17.22.030	Determining Capacity
17.22.040	Density Calculation
17.22.050	Constraints Map
<u>17.22.060</u>	<u>Exceptions</u>

17.22.010 Purpose. The purpose of this section is to describe and determine how General Plan residential densities are calculated for proposed residential projects when sensitive land areas exist on a residential parcel.

17.22.020 Calculating Density for Residential Parcels with Sensitive Land Areas. The General Plan establishes minimum and maximum densities for all residentially designated uses within the City. Residential density is a computation expressing the number of dwelling units per acre based on the developable acreage of the land. The developable acreage shall not include sensitive land areas for purposes of calculating the permitted subdivision capacity (density) on a parcel or parcels of land. Because of the constraints due to sensitive land areas, residential parcels with sensitive land areas shall fall within a not to exceed maximum density for developable acreage and shall not have a minimum density requirement.

Public rights-of-way and utility easements are to be considered as part of the developable acreage.

17.22.030 Determining Capacity. Developable acreage shall be determined by excluding the following sensitive land area(s) from the gross or legal acreage of a parcel(s):

- 1) Land within the 100-year floodplain;
- 2) Land or slopes exceeding 26 percent;
- 3) Creeks, streams, and the associated setback provisions as set forth in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan as implemented by City Ordinance No. 412;
- 4) Rock outcroppings; and
- 5) Wetlands as defined and determined by the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan;

- 6) Land containing species of endangered plants that have been identified as a no-take species as defined and determined by the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan; and
- 7) Any other similar features as determined by the Planning Commission.

17.22.040 Density Calculation. To calculate the numerical maximum range of housing units; exclude the identified sensitive land areas from the legal or gross acreage and then multiply the remaining acreage by the highest number in the density range for the applicable residential General Plan land use designation for the maximum density.

17.22.050 Constraints Map. Prior to permitting any request for a subdivision or parcel map allowing for the construction of any residential units, a constraints map shall be submitted analyzing the developable and non-developable acreage of the property.

17.22.060 Exceptions. The provisions of this chapter shall not apply to any property where the City amended the General Plan designation to Multifamily High Density Residential (MHD) in order to comply with State law to meet the City's 2007-2014 Regional Housing Needs Allocation (RHNA) obligation.



Agenda Date: 9-19-2017

Agenda Item: 8b

Approved:


Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR *MG*
DATE: SEPTEMBER 19, 2017
SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE ADDING CHAPTER 15.96 - ELECTRIC VEHICLE CHARGING STATIONS, TO THE CLAYTON MUNICIPAL CODE (ZOA-04-17)

RECOMMENDATIONS

It is recommended the City Council consider all information provided and submitted, receive and consider all public testimony, and, if determined to be appropriate, take the following actions:

1. Motion to have a Second Reading of Ordinance No. 477 by title and number only and waive further reading; and
2. Following the Clerk's reading, by motion adopt Ordinance No. 477 to add Chapter 15.96 – Electric Vehicle Charging Stations, to the Clayton Municipal Code to establish an expedited and streamlined permitting process in compliance with State law (ZOA-04-17) (**Attachment 1**).

BACKGROUND

On August 1, 2017, the City Council introduced the subject ordinance, which proposes to add Chapter 15.96 – Electrical Vehicle Charging Stations to the Clayton Municipal Code in order to establish an expedited and streamlined permitting process in compliance with State law (**Attachment 2**). No changes were made to the Ordinance at the August 1, 2017 hearing.

ENVIRONMENTAL

This Ordinance is exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines Section 15303, Class 3 Categorical Exemption for construction of new, small facilities or structures; installation of small new equipment and facilities in small structures;

and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

FISCAL IMPACT

There is no direct fiscal impact to implement this Ordinance.

ATTACHMENTS

1. Ordinance No. 477 with the following Exhibits: [6 pp.]
Exhibit A – Clayton Municipal Code Section 15.96 – Electrical Vehicle Charging Stations
2. Excerpt of the Staff Report from the August 1, 2017 City Council Meeting [10 pp.]

ORDINANCE NO. 477

AN ORDINANCE ADDING CHAPTER 15.96 TO THE CLAYTON MUNICIPAL CODE ESTABLISHING PROCEDURES FOR EXPEDITED PERMIT PROCESSING FOR ELECTRIC VEHICLE CHARGING STATIONS

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

THE CITY COUNCIL OF THE CITY OF CLAYTON DOES HEREBY FIND AS FOLLOWS:

WHEREAS, on or before September 30, 2017, every California city, county, or city and county with a population of less than 200,000 residents must adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems, pursuant to Assembly Bill 1236 (2011); and

WHEREAS, the City wishes to amend its Municipal Code to comply with State law and to facilitate convenient charging of electric vehicles; and

WHEREAS, the local fire district (i.e., Contra Costa County Fire Protection District) has been consulted by City staff regarding the adoption of this ordinance, as required by Government Code section 65850.7(g); and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Clayton City Council has reviewed all written evidence and oral testimony presented to date on this matter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated into this Ordinance.

Section 2. Chapter 15.96 of the Clayton Municipal Code is hereby added in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. **CEQA.** The City Council hereby determines this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.). Pursuant to State CEQA Guidelines section 15303 (14 Cal. Code Regs., § 15303), this Ordinance is covered by the Class 3 CEQA Categorical Exemption for construction of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The adoption of this Ordinance will result in a streamlined permitting process for the installation of electric vehicle charging equipment that qualifies as an accessory use in residential or commercial garages, parking lots and other areas. The City Council hereby directs the City

Manager or his designee to prepare and file a Notice of Exemption within five business days following adoption of this Ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

Section 5. Conflicting Ordinances Repealed. Any ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

Section 6. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause it to be posted in three (3) public places heretofore designated by resolution by the City Council for the posting of ordinances and public notices. Further, the City Clerk is directed to cause the amendments adopted in Section 2 of this Ordinance to be codified into the City of Clayton Municipal Code.

The foregoing Ordinance was introduced at a regular public meeting of the City Council of the City of Clayton, California held on August 1, 2017.

Passed, adopted, and ordered posted by the City Council of the City of Clayton, California at a regular public meeting thereof held on September 19, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST

Janet Brown, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Malathy Subramanian, City Attorney

Gary A. Napper, City Manager

#

I hereby certify that the foregoing Ordinance was duly introduced at a regular public meeting of the City Council of the City of Clayton, California held on August 1, 2017 and was duly adopted, passed, and ordered posted at a regular public meeting of said City Council held on September 19, 2017.

Janet Brown, City Clerk

EXHIBIT A

Chapter 15.96

ELECTRIC VEHICLE CHARGING STATIONS

Section:

15.96.010	Purpose
15.96.020	Definitions
15.96.030	Forms and Applications
15.96.040	Review of Applications
15.96.050	Electric Vehicle Charging Station Installation Requirements
15.96.060	Requirements Cumulative

15.96.010 Purpose.

The purpose of this ordinance is to create an expedited and streamlined electric vehicle charging station permitting process that complies with Government Code Section 65850.7 to achieve the timely and cost-effective installation of electric vehicle charging stations.

15.96.020 Definitions.

A. "Electronic Submittal" means the utilization of one or more of the following: email, the Internet, or facsimile.

B. "Electric Vehicle Charging Station" or "charging station" means any level of electric vehicle supply equipment station this is designed and built in compliance with Article 625 of the California Electric Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

15.96.030 Forms and Applications.

A. A City building permit is required to install an electric vehicle charging station.

B. All documents required for the submission of an expedited electrical vehicle charging station application shall be made available on the City website, which includes the City's standard building permit application form and the City's standard electric vehicle charging station checklist.

C. The Building Official shall adopt and maintain a standard electrical vehicle charging station checklist that substantially conforms to the checklist in the most current version of the "Plug-In Electrical Vehicle Infrastructure Permitting Checklist" of the "Zero Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research. The City may adopt an ordinance that substantially modifies the checklist and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. The checklist will include all requirements that an electric vehicle charging station must meet to be eligible for review and approval under this section.

D. An application to install an electric vehicle charging station may be submitted electronically.

15.96.040 Review of Applications.

A. The Building Official shall establish and implement an administrative review process to expedite approval of electric vehicle charging stations. An application will be deemed complete if the building official determines the application includes all of the information and documents required by the standard application form and the electrical vehicle charging station checklist, and is consistent with all applicable laws and health and safety standards.

B. If an application is deemed incomplete, the building official will notify the applicant in writing of the deficiencies and any additional information or documentation needed to complete the application. After an application is deemed complete, the building official will perform an expedited review of the application and all submittals.

C. Permit issuance. A City building permit will be issued following the building official's approval of an application for an electric vehicle charging station and after all required fees have been paid. If the application was submitted electronically, the permit may be issued electronically.

D. Inspection and authorization to operate. As soon as practical after the applicant notifies the building official that an electric vehicle charging station has been installed, the building official will inspect the system to verify compliance with the building permit. If the building official determines that a system was not installed in compliance with a building permit, the building official will notify the permittee of the actions needed to comply with the building permit and will conduct additional inspections as necessary. No electric vehicle charging station may be operated unless the building official verifies in writing that it complies with the building permit.

15.96.050 Electric Vehicle Charging Station Installation Requirements.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code, as applicable per

occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

15.96.060 Requirements Cumulative.

The requirements of this chapter are in addition to any other applicable requirements of this Code, and any requirements of a utility provider, that must be satisfied before an electric vehicle charging station may be installed or operated.

ATTACHMENT 2

Agenda Date: 8-1-2017

Agenda Item: 8b



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR *MHG*

DATE: AUGUST 1, 2017

SUBJECT: PUBLIC HEARING TO CONSIDER THE INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 15.96 - ELECTRIC VEHICLE CHARGING STATIONS, TO THE CLAYTON MUNICIPAL CODE (ZOA-04-17)

RECOMMENDATIONS

It is recommended the City Council consider all information provided and submitted, open the Public Hearing to receive and consider all public testimony, and if determined to be appropriate, take the following actions:

1. Following closure of the Public Hearing, subject to any changes by the City Council, adopt a motion to have the City Clerk read Ordinance No. 477 by title and number only and waive further reading; and
2. Following the City Clerk's reading, by motion approve Ordinance No. 477 for Introduction to add Chapter 15.96 – Electric Vehicle Charging Stations, to the Clayton Municipal Code to establish an expedited and streamlined permitting process in compliance with State law (ZOA-04-17) (**Attachment 1**).

BACKGROUND AND DISCUSSION

On October 8, 2015, AB 1236 was signed into law, which added Government Code Section 65850.7, pertaining to electric vehicle charging stations (**Attachment 2**). The State of California declared the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations to be a matter of statewide concern. Further, the State enacted a policy to promote and encourage the use of electric vehicle charging stations as well as eliminate unreasonable barriers for the installation of electric vehicle charging stations.

State law requires cities with a population of less than 200,000 to enact an expedited, streamlined permitting process for electric vehicle charging stations to be adopted by September 30, 2017. As part of this process, a city shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. The checklist referenced within the State law is the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero Emissions Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research (**Attachment 3**). A city may modify the checklist and standards found in the guidebook due to unique climatic, geological, seismological, or topographical conditions. Staff does not recommend any proposed changes to the checklist due to the lack of unique conditions within the City of Clayton.

Any application made for an electric vehicle charging station must be approved administratively through the issuance of a building permit, and the review by the building official is limited to health and safety requirements of local, state, and federal law. As part of the expedited, streamlined review process, if the application is incomplete, the city must provide in writing a correction notice detailing the deficiencies in the application and any additional information required to be eligible for expedited review.

As required by State law, staff consulted with the local fire district, Contra Costa County Fire Protection District (CCCFPD), to explore any possible concerns in regards to the proposed Ordinance. The CCCFPD did not raise concerns regarding the implementation of the Ordinance itself; however, concerns regarding possible siting issues or impediments to vehicular access or fire suppression equipment were identified. These types of concerns would be addressed during the normal course of building permit review and would not be a cause of concern to enact the subject Ordinance.

Further, the proposed checklist and expedited process will be implemented in coordination and consultation with the Contra Costa County's Building Division, Clayton's contract provider of building permit and inspection services. The County has not yet passed its own ordinance in compliance with State law and does not expect to address this issue until the fall or winter. However, the City's proposed Ordinance was provided to the County for review and no issues were identified in regards to implementation. City staff will work with the County to establish procedures and protocols for an expedited review system and ensure the building permit applications and checklist are available to be submitted electronically as required by State law.

ENVIRONMENTAL

This Ordinance is exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines Section 15303, Class 3 Categorical Exemption for construction of new, small facilities or structures; installation of small new equipment and facilities in

small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

FISCAL IMPACT

There is no direct fiscal impact to implement this Ordinance.

ATTACHMENTS

1. Ordinance No. 477 with the following Exhibit: [6 pp.]
 Exhibit A – Clayton Municipal Code Section 15.96 – Electric Vehicle Charging Stations
2. Assembly Bill No. 1236 – Electric Vehicle Charging Stations [3 pp.]
3. Plug-In Electric Vehicle Infrastructure Permitting Checklist [4 pp.]


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AB-1236 Local ordinances: electric vehicle charging stations. (2015-2016)

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Assembly Bill No. 1236

CHAPTER 598

An act to add Section 65850.7 to the Government Code, relating to local ordinances.

[Approved by Governor October 08, 2015. Filed with Secretary of State October 08, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1236, Chiu. Local ordinances: electric vehicle charging stations.

The Planning and Zoning Law, among other things, requires the legislative body of each county and city to adopt a general plan for the physical development of the county or city and authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by counties and cities. Existing law, the Electric Vehicle Charging Stations Open Access Act, prohibits the charging of a subscription fee on persons desiring to use an electric vehicle charging station, as defined, and prohibits a requirement for persons to obtain membership in any club, association, or organization as a condition of using the station, except as specified.

The bill would require a city, county, or city and county to approve an application for the installation of electric vehicle charging stations, as defined, through the issuance of specified permits unless the city or county makes specified written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The bill would provide for appeal of that decision to the planning commission, as specified. The bill would provide that the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is a matter of statewide concern. The bill would require electric vehicle charging stations to meet specified standards. The bill would require a city, county, or city and county with a population of 200,000 or more residents to adopt an ordinance, by September 30, 2016, that creates an expedited and streamlined permitting process for electric vehicle charging stations, as specified. The bill would require a city, county, or city and county with a population of less than 200,000 residents to adopt this ordinance by September 30, 2017. The bill would authorize the city, county, or city and county, in developing the ordinance, to refer to guidelines contained in a specified guidebook. The bill would also authorize the adoption of an ordinance that modifies the checklists and standards found in the guidebook due to unique conditions. By increasing the duties of local officials, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65850.7 is added to the Government Code, to read:**65850.7. (a)** The Legislature finds and declares all of the following:

(1) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern.

(2) It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install electric vehicle charging stations.

(3) It is the policy of the state to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.

(4) It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations.

(b) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

(f) (1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county

may establish a process to prioritize competing applications for expedited permit issuance. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

(2) The checklist and required permitting documentation shall be published on a publicly accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

(i) The following definitions shall apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(4) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

ATTACHMENT 3

Permitting Checklist

	Residential	Non-Residential
Phase 1 Pre-Work Contractor	<ul style="list-style-type: none"> ✓ Understands intended use of the EVSE (i.e. personal) 	<ul style="list-style-type: none"> ✓ Obtain an address for the location ✓ Determine the ownership of the site and/or authorization to install equipment at site ✓ Understands intended use of the EVSE (i.e., fleet, employee, customer, visitor, etc.) ✓ Determine number of vehicles charging and connectors per charging station ✓ Determine source of power and authorization to use source
	<ul style="list-style-type: none"> ✓ Determine type of vehicle(s) to be charged at EVSE ✓ Evaluate mounting type options (i.e., bollard, pole-mount, wall-mount, ceiling-mount) ✓ Clarify communication requirements (i.e., Ethernet, cellular, Wi-Fi, none or other) ✓ Determine the NEMA Enclosure type ✓ Determine the physical dimensions of the space(s) ✓ Inspect the type of circuit breaker panel board intended for the installation 	
Phase 2 Pre-Work Customer	<ul style="list-style-type: none"> ✓ Identify incentives or rate structures through the utility ✓ Determine size of electrical service at the site ✓ Identify and contact applicable local permit office(s) to identify specific requirements, including local fire, environmental, construction, building, concealment and engineering requirements ✓ Identify incentives available through local, state or federal programs ✓ Contact insurance company to acquire additional insurance or separate coverage as needed ✓ Hire the contractor and verify credentials with all subcontractors; ensure electrical contractor's license for electrical work is current 	
Phase 3 On-Site Evaluation	<ul style="list-style-type: none"> ✓ Verify EVSE meets UL requirements and is listed by UL or another nationally recognized testing laboratory ✓ Verify EVSE has an appropriate NEMA rated enclosure (NEC 110.28) based on environment and customer needs, such as weatherization or greater levels of resistance to water and corrosive agents ✓ Determine the level or charger meets customer's PEV requirements (most vehicles require the maximum of a 240V/32A (40A breaker) ✓ Based on proposed EVSE location, determine if cord length will reach a vehicle's charging inlet without excessive slack and does not need to be more than 25' in length (NEC 625.17) ✓ Cord management methodologies have been considered to reduce the risk of tripping hazards and accidental damage to the connector ✓ Mounting type selection based on requirements to meet site guidelines ✓ Determine whether EVSE communication options are beneficial to customer and/or local utility 	
Phase 4 On-Site Survey	<ul style="list-style-type: none"> ✓ Ensure overhead doors and vehicle parking spot do not conflict with EVSE location ✓ Place EVSE in a location convenient to charging port on vehicle and 	<ul style="list-style-type: none"> ✓ Space(s) should be visible to drivers and pedestrians ✓ Determine proximity to building entrance (could be considered an incentive for PEV use)

	<p>typical orientation of the vehicle in garage (i.e., backed in or head-first)</p> <ul style="list-style-type: none"> ✓ Ensure functionality of lighting in the garage to meet NEC code 210-70 	<ul style="list-style-type: none"> ✓ Select spaces proximate to existing transformer or panel with sufficient electrical capacity ✓ EVSE installation should maintain a minimum parking space length to comply with local zoning requirements ✓ If available, use wider spaces to reduce the risk of cord damage and minimize the intersection of cords with walking paths ✓ Ensure sufficient lighting at proposed space(s) to reduce the risk of tripping and damage to charging station from vehicle impact or vandalism; light levels above two foot candles are recommended ✓ Address accessibility requirements (refer to the Plug-In Electric Vehicle Infrastructure and Equipment Accessibility section of the Guidebook for more information) ✓ Determine availability of space for informative signing ✓ EVSE with multiple cords should be placed to avoid crossing other parking spaces ✓ All available charging station mounting options should be considered and optimized for the space ✓ Determine if hazardous materials were located at the site <p>PARKING DECKS</p> <ul style="list-style-type: none"> ✓ Place EVSE towards the interior of a parking deck to avoid weather-related impacts on equipment <p>PARKING LOTS</p> <ul style="list-style-type: none"> ✓ Avoid existing infrastructure and landscaping to mitigate costs, potential hazards and other negative impacts <p>ON-STREET</p> <ul style="list-style-type: none"> ✓ Install on streets with high foot and vehicle traffic to mitigate vandalism ✓ Avoid existing infrastructure to mitigate costs, potential hazards and other negative impacts ✓ Address accessibility requirements (refer to the Plug-In Electric Vehicle Infrastructure and Equipment Accessibility section of the Guidebook for more information) ✓ For pull-in spaces, EVSE should be placed in front of the space and either centered on the space if placed between two spaces (if
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		<p>two connectors are available); EVSE with more than two connectors should not be used in on-street applications</p> <ul style="list-style-type: none"> ✓ For parallel parking locations, the charging station should be installed at the front third of the parked vehicle and based on the direction of traffic flow; EVSE with a single connector is recommended to reduce potential trip hazards
<p>Phase 4 Contractor Installation Preparation</p>	<ul style="list-style-type: none"> ✓ Mount the connector at a height between 36" and 48" from the ground (NEC 625.29) unless otherwise indicated by the manufacturer ✓ Install wall or pole-mount stations and enclosures at a height between 36" and 48" ✓ Ensure sufficient space exists around electrical equipment for safe operation and maintenance (NEC 110.26); recommended space is 30" wide, 3' deep and 6'6" high ✓ Minimize tripping hazards and utilize cord management technologies when possible ✓ Equipment operating above 50 volts must be protected against physical damage (NEC 110.27); ensure the vehicle is out of the line of vehicle travel and use wheel stops or other protective measures ✓ EVSE must be located such that ADA routes maintain a pathway of 36" at all times ✓ Price quote submitted to customer and approved including utility upgrades ✓ Order equipment ✓ Provide stamped engineering calculations as needed ✓ Provide site plan modification with diagrams as necessary ✓ Complete all necessary service upgrades and/or new service assessments ✓ Complete permit applications as required by local permitting department ✓ Ensure permit is approved and collected ✓ Schedule all necessary contract work (i.e., boring, concrete and/or paving restoration) and utility work (i.e., utility marking, service upgrade, new service and/or meter pull) ✓ Ensure utility marking of existing power lines, gas lines or other infrastructure is completed and utilize "call before you dig" services 	
<p>Phase 5 Installation</p>	<ul style="list-style-type: none"> ✓ Residential garages may permit the use of nonmetallic-sheathed cable in lieu of conduit 	<ul style="list-style-type: none"> ✓ Run conduit from power source to station location ✓ For EVSE greater than 60 amperes, a separate disconnect is required (NEC 625.23) and should be installed concurrently with conduit and visible from the EVSE ✓ Post permit at site in visible location ✓ Remove material to run conduit and/or wiring (i.e., drywall, insulation, pavers, concrete, pavement, earth, etc.) ✓ Contractors are encouraged to examine requirement for installation sites and types of wiring in Chapter 3 of the NEC ✓ Pull wiring; charging stations require a neutral line and a ground line and equipment is considered to be a continuous load ✓ Conductors should be sized to support 125% of the rated equipment load (NEC 625.21) ✓ Preparing mounting surface and install per equipment manufacturer instructions ✓ Floor-mount: typically requires a concrete foundation with J-bolts on station base; place with space to allow conductors to enter through the base ✓ Wall/pole/ceiling-mount: install brackets for mounting of the equipment

	<ul style="list-style-type: none"> ✓ Install bollard(s) and/or wheel stop(s) as needed ✓ Install informative signage to identify the EVSE and potential trip hazards ✓ Install additional electrical panels or subpanels as needed ✓ Install service upgrades, new service and/or new meter as needed; utility may also pull a meter to allow for charging station wires to be connected to a panel ✓ Make electrical connection ✓ Perform finish work to repair existing infrastructure, surfaces and landscaping
Phase 6 Inspection	<ul style="list-style-type: none"> ✓ An initial electrical inspection by applicable building, fire, environmental and electrical authorities should occur after conduit has been run and prior to connecting equipment and running wires; if necessary, contractor should correct any issues and schedule a second rough inspection ✓ If required, the inspector will perform a final inspection to ensure compliance with NEC and other codes adopted within the jurisdiction by inspecting wiring, connections, mounting and finish work ✓ Contractor should verify EVSE functionality
Additional Resources	<ul style="list-style-type: none"> ✓ National Codes and Standards ✓ American National Standards Institute (ANSI) ✓ National Fire Protection Association (NFPA) ✓ Underwriters Laboratories, Inc. (UL) ✓ International Association of Electrical Inspectors (IAEI) ✓ International Code Council (ICC) ✓ NECA-NEIS Standards ✓ NECA and NFPA Webinars ✓ Electrical Vehicle Infrastructure Training Program (EVITP) Installer Training Course/Certification



Agenda Date: 9-19-2017

Agenda Item: 8c

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT ALMAN, CITY ENGINEER

DATE: SEPTEMBER 19, 2017

SUBJECT: CONSIDER A RESOLUTION AMENDING THE 2017/2018 CAPITAL IMPROVEMENT PROGRAM FOR THE 2018 NEIGHBORHOOD STREETS PROJECT (CIP NO. 10436), RECOGNIZING NEW REVENUE ALLOCATED TO CLAYTON FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH SB1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, ESTABLISH THE LIST OF NEIGHBORHOOD STREETS TO BE TREATED WITH RMRA FUNDS IN 2018, AND APPROVE FINDINGS THE CONTEMPLATED STREET MAINTENANCE PROJECT IS CATEGORICALLY EXEMPT UNDER CEQA SECTION 15302(C).

RECOMMENDATIONS

It is recommended the City Council adopt the attached Resolution amending the 2017/2018 Capital Improvement Program for the 2018 Neighborhood Streets Project (CIP No. 10436) and recognize new state revenue allocated to Clayton from the Road Maintenance and Rehabilitation Account (RMRA) through Senate Bill 1 (SB1), "The Road Repair and Accountability Act of 2017," establish the list of local streets to be treated with the RMRA funds in 2018 and approve findings the contemplated street maintenance is categorically exempt under CEQA Section 15302(c).

BACKGROUND

The Road Repair and Accountability Act of 2017 (SB1 Beall) is a significant new investment in California's transportation systems of about \$5.2 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes the price-based fuel tax rates and provides for inflationary adjustments to rates in future years. This legislation more than doubles local streets and road funds allocated through the Highway Users Tax Account, allocating funds from new taxes through a new "Road Maintenance and Rehabilitation Account" (RMRA).

DISCUSSION

The RMRA receives funds from the following new taxes imposed by the state under the Road Repair and Accountability Act of 2017:

- A 12 cent per gallon increase to the gasoline excise tax effective November 1, 2017.
- A 20 cent per gallon increase to the diesel fuel excise tax effective November 1, 2017, half of which will be allocated to Trade Corridors Enhancement Account (TCEA) with the remaining half to the RMRA.
- A new vehicle registration tax called the “transportation improvement fee,” effective January 1, 2018, based on the market value of the vehicle.
- An additional new \$100 vehicle registration tax on zero emission vehicles model year 2020 and later effective July 1, 2020.
- Annual rate increases to these taxes beginning July 1, 2020 (July 1, 2021 for the ZEV fee), and every July 1 thereafter for the change in the California Consumer Price Index. The first adjustment to be made on July 1, 2020 will cover CPI change for two years: November 1, 2017 through November 12, 2019.

The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in any fiscal year, a city or county must submit to the California Transportation Commission (CTC) a specific project list pursuant to an adopted budget. The proposed FY 17/18 Budget Amendment will be submitted to CTC in order to fulfil this initial requirement of SB1.

The list of streets receiving maintenance work that will be funded by the RMRA revenue is as follows:

Street	Beginning	End	Street ID	Section ID	PCI	Treatment	Cost	Treatment Life (years)
Frank Place	Yolanda Circle	Cul-de-Sac	1002	001	88	Slurry Seal	\$3,104	7
Bettencourt Drive	Yolanda Circle E.	Yolanda Circle W.	1004	001	88	Slurry Seal	\$9,451	7
Southbrook Drive	250' W of Marquette Court	100' E of Eastwood Court	1011	001	80	Slurry Seal	\$15,578	7
Westbrook Court	Southbrook Drive	Cul-de-Sac	1013	001	84	Slurry Seal	\$3,327	7
El Camino Drive	Clayton Road	Pine Hollow Road	2001	001	78	Slurry Seal	\$22,676	7
Coronado Court	El Camino Drive	Cul-de-Sac	2005	001	76	Slurry Seal	\$1,387	7
Yosemite Court	El Camino Drive	Cul-de-Sac	2008	001	76	Slurry Seal	\$1,748	7
Yosemite Circle	El Camino Drive S.	El Camino Drive N.	2010	001	79	Slurry Seal	\$22,896	7
						Total:	\$80,167	

In keeping with the legislative requirements of SB1, these streets were selected utilizing the City's StreetSaver® pavement management program specifically because they provide the highest value and largest return on investment for the RMRA maintenance funding being spent.

All of the street maintenance work listed above will be undertaken as a portion of the 2018 Neighborhood Streets Project, CIP No. 10436, and will be completed prior to September 2018. The typical effective useful life of a slurry seal project is 7 years before the pavement condition index (PCI) returns to its pretreatment value.

ENVIRONMENTAL

The 2018 Neighborhood Streets Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

FISCAL IMPACT

There is no fiscal impact of adopting the attached Resolution as the RMRA funds have already been anticipated and budgeted into the 2017/2018 CIP in the 2018 Neighborhood Street Project. The only impact would come from not adopting the proposed Resolution and therefore not meeting the requirements of SB1 and losing the City's allocation of RMRA funds for this year. It is projected that Clayton will receive \$63,332.00 in RMRA funds and \$12,825.00 in loan repayment funds in 2018. The total treatment costs projected above are \$80,167.00, slightly above the projected RMRA funding level of \$76,157.00. The \$4,010.00 difference will be funded with Highway User Trust Account (HUTA) Gas Tax funds that are included in the overall project budget for the 2018 Neighborhood Streets Project.

Attachments: 1. Resolution with Exhibit A [4 pp.]

RESOLUTION NUMBER XX- 2017

A RESOLUTION AMENDING THE CITY'S 2017/2018 CAPITAL IMPROVEMENT PROGRAM FOR ITS 2018 NEIGHBORHOOD STREETS PROJECT (CIP NO. 10436), RECOGNIZING NEW REVENUE ALLOCATED TO CLAYTON FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT THROUGH SB1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, ESTABLISHING A LIST OF LOCAL STREETS TO BE MAINTAINED IN 2018, AND APPROVE FINDINGS THE CONTEMPLATED STREET MAINTENANCE IS CATAGORICALLY EXEMPT UNDER CEQA SECTION 15301(C).

**THE CITY COUNCIL
CITY OF CLAYTON, CALIFORNIA**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the State Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Clayton are aware of which street maintenance projects are proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Clayton engineering staff has analyzed and identified a list of eight separate local streets throughout Clayton, listed in "Exhibit A," a true and correct copy attached hereto and incorporated herein as part of this Resolution as if fully set forth below, to be the candidates for street maintenance treatment; and

WHEREAS, the streets listed in Exhibit A are recommended to receive street maintenance treatments utilizing funds from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City's Capital Improvement Program Budget; and,

WHEREAS, as required under SB1, the street list includes a description, scope, and the exact location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the maintenance improvement; and

WHEREAS, it has been calculated the City of Clayton will receive an estimated total of \$76,157.00 in RMRA funds in Fiscal Year 2017-18 from SB 1 as its initial half year allocation; and

RESOLUTION NUMBER XX- 2017

WHEREAS, Clayton engineering staff used the City's StreetSaver® Pavement Management System to develop its SB 1 Project List to ensure the new revenues are used on the most cost-effective projects that also meet the community's priorities for continuous investment in its local transportation infrastructure; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that Clayton's streets are in a "Very Good" condition with an average network Pavement Condition Index (PCI) greater than 80 (on a scale of 1-100, with 100 constituting a new street), and this new state revenue will assist the City to maintain the overall quality of Clayton's street system; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would continue to seriously deteriorate, resulting many and varied negative impacts to one's community and economy; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment one opens the front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, maintaining the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for interconnectivity, multimodal needs, and commerce; and

WHEREAS, police and fire services and emergency medical first responders each need safe reliable roads upon which to respond swiftly to emergency calls as minutes in delay of response time can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, maintaining roads before they fail also reduces construction time which results in less air pollution from heavy equipment; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

RESOLUTION NUMBER XX- 2017

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

WHEREAS, the City's 2018 Neighborhood Streets Project (CIP No. 10436) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety);

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby amend its 2017/2018 Capital Improvement Program to add the 2018 Neighborhood Streets Project (CIP No. 10436), to recognize new state revenue allocated to Clayton from the Road Maintenance and Rehabilitation Account (RMRA) through Senate Bill 1 (SB1), "The Road Repair and Accountability Act of 2017," does hereby establish and approve the list of local streets (listed in Exhibit A attached here and incorporated herein by reference) to be treated with the City's allocation of RMRA funds in 2018, and does herewith make findings this contemplated street maintenance project is categorically exempt under CEQA Section 15302(c).

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 19th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jim Diaz, Mayor

ATTEST:

Janet Brown, City Clerk

EXHIBIT 'A'
CLAYTON STREETS TO BE MAINTAINED IN 2018
UTILIZING RMRA FUNDING

RESOLUTION XX-2017

Street	Beginning	End	Street ID	Section ID	PCI	Treatment	Cost	Treatment Life (years)
Frank Place	Yolanda Circle	Cul-de-Sac	1002	001	88	Slurry Seal	\$3,104	7
Bettencourt Drive	Yolanda Circle E.	Yolanda Circle W.	1004	001	88	Slurry Seal	\$9,451	7
Southbrook Drive	250' W of Marquette Court	100' E of Eastwood Court	1011	001	80	Slurry Seal	\$15,578	7
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El Camino Drive	Clayton Road	Pine Hollow Road	2001	001	78	Slurry Seal	\$22,676	7
Coronado Court	El Camino Drive	Cul-de-Sac	2005	001	76	Slurry Seal	\$1,387	7
Yosemite Court	El Camino Drive	Cul-de-Sac	2008	001	76	Slurry Seal	\$1,748	7
Yosemite Circle	El Camino Drive S.	El Camino Drive N.	2010	001	79	Slurry Seal	\$22,896	7
						Total:	\$80,167	

City of Clayton
Police Department
6000 Heritage Trail
Clayton, Ca. 94517



Agenda Date: 9-19-2017

Agenda Item: 8d

Chris Wenzel
Chief of Police

DATE: September 1, 2017
TO: City Manager Gary Napper
FROM: Chief Chris Wenzel *CW*
SUBJECT: Drone or Unmanned Aerial System (UAS)

I have reviewed several documents and policies as they relate to unmanned aircraft systems (UAS) and what jurisdictions are doing to help regulate and address the issues of safety and privacy. With the increase use of UAS, cities, states and the federal government are debating which entity should best regulate their operation.

The Federal Aviation Administration (FAA) regulates navigable air space, not cities, and the issue of privacy and trespassing is best handled through state and local jurisdictions. There are individuals who believe that if the Federal or State government regulates the UAS, there would be less confusion with users between cities as well as complaining parties and the enforcement of violations. An example in our area is that East Bay Regional Park does not allow UAS in their area, but Mt. Diablo State park does. Cities will exercise local control for the protection of its residents based upon their established needs and their environment as well as the expectation of privacy.

Some of the safety concerns of East Bay Regional Parks are:

The use of UAS can be dangerous to helicopters and planes.

The City of Clayton is approximately eight miles away from the nearest airport, yet there is a helipad located at the Contra Costa County Sheriff's Office Marsh Creek Detention Facility for law enforcement and public safety use approximately three miles away.

Drones can be disruptive to the local wildlife.

The City of Clayton is located next to open space and parks which is the habitat for wildlife. The UAS can be very disruptive to birds such as eagles, hawks and the Peregrine Falcon, two of which are special status birds (Bald Eagle and the Peregrine Falcon).

Other than what was provided by the East Bay Regional Parks District, a UAS can be dangerous to emergency responders fighting fires, law enforcement performing their duties and during rescue or medical responses utilizing helicopters or airplanes.

A UAS can weigh less than a pound and can weigh over 55 pounds. Some of these devices have a camera which can either take still pictures or can transmit video.

These devices are currently being used for recreational purposes, but are now being tested for possible commercial use for deliveries. The UAS is currently being used by government agencies to assist in their service delivery and emergency responses. (Contra Costa County Sheriff's Office).

The UAS is a very useful tool to provide information quickly and inexpensively for emergency responders who are certified and trained to use them. However, they can be very dangerous in the hands of untrained individuals who are not knowledgeable of the laws associated with their use.

Attached to this document are several items of information that can help with the development of our ordinance as it pertains to Drones or UAS:

1. City of Richmond's Ordinance.
2. City Of Oakley Staff Report and Ordinance.
3. State Parks regulations regarding drones.
4. East Bay Regional Parks regulations regarding drones.
5. League of California Cities
6. FAA regulations

ORDINANCE NO. 7-17 N.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND TO ESTABLISH REGULATIONS CONCERNING THE USE OF UNMANNED AIRCRAFT SYSTEMS (DRONES)

WHEREAS, drones, which are unmanned aircraft that can fly under the control or a remote pilot or via a geographic positions system (GPS) guided autopilot mode, have become increasingly available to private citizens for personal and recreation uses due to their declining costs; and

WHEREAS, some drones are equipped with high definition cameras, night vision cameras and infrared-see-through scopes; and

WHEREAS, some drones can be used to fly above private residences and to hover outside somebody's window or in their backyards without the knowledge of the resident who has a reasonable expectation of privacy in his or her home and in his or her backyards; and

WHEREAS, there are no existing regulations regarding who may purchase a drone which presents a safety risk to residents in that drones may be purchased and operated by persons intending to use such drone to engage in illegal activity; and

WHEREAS, the City Council desires to minimize the risk of drones being used in connection with illegal activity by requiring registration and regulating the operation of drones in accordance with Federal and State law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND DOES ORDAIN AS FOLLOWS:

SECTION 1.

Section Chapter 11.46 of Article XI of the City of Richmond Municipal Code is hereby added and shall read as follows:

Chapter 11.46 - Unmanned Aircraft Systems (Drones)

11.46.010 - Operating an unmanned aircraft system

For the purpose of this section:

1. "Unmanned Aircraft" is an aircraft, including but not limited to, an aircraft commonly known as a drone that is operated without possibility of direct human intervention from within or on the aircraft.
2. "Unmanned Aircraft System" (UAS) is an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft that carries an apparatus that captures still (photographs) or moving images (videos) or any other payload.
 - a) Every UAS weighing between .55lbs and 55 lbs, and operating in the City shall be registered in accordance with the FAA Part 107 Registration requirements. UAS operators who do not register their UAS in accordance with the FAA Part 107 Registration requirements are in violation of this section, and are subject to all applicable legal penalties enforced by the FAA.
 - b) Every UAS that weighs over .55lbs, and operates in the City shall have the assigned FAA registration numbers affixed to the UAS as required by the FAA.

- c) No person shall operate a UAS to record or transmit any visual image or audio record of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy or without their permission (including but not limited to, inside a private residence or office, inside an enclosed yard, rooftops, backyards and exterior decks),
- d) No person shall operate a UAS within the City outside of daylight hours (between official local times from sunrise and sunset), no more than 400 feet above ground level and no faster than 20 mph.
- e) No person shall operate any UAS in the City beyond the visual line of sight of the person operating the UAS. The operator must use his or her own natural vision to observe the UAS. Visual line of sight means that the operator has an unobstructed view of the UAS. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the UAS, do not constitute the visual line of sight of the person operating the UAS.
- f) No person shall operate the UAS within the City closer than 25 feet to any human being, except the operator and except during takeoff and landing.
- g) No person shall operate a UAS while under the influence of alcohol or any other drugs, intoxicating compound or any combination thereof.
- h) No person shall operate a UAS in a careless or reckless manner that would jeopardize the public.
- i) No person shall operate a UAS that is equipped with hazardous materials or any weapons or items that may be considered to be weapons.
- j) No person shall operate a UAS in violation of any temporary flight restriction or "Notice to Airmen" (NOTAM) issued by the Federal Aviation Administration (FAA).
- k) No person shall operate a UAS in the path of any manned aircraft.
- l) Operators may use a UAS to exercise their First Amendment right to observe and record governmental activities; however, no person shall operate a UAS in a manner that directly interferes with police activities, firefighting or emergency response activities that would jeopardize the integrity of such public safety activities.
- m) This section shall not prohibit the use of any model aircraft as described in Section 336 of the FAA Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the City.
- n) This section shall not prohibit the use of any UAS by law enforcement or public safety agencies, provided that the law enforcement or public safety agency has a current Certificate of Authorization (COA) from the FAA to operate within the airspace of the City.
- o) Any operator of a UAS who violates this section is subject to fines and confiscation of the UAS by the Richmond Police Department.

SECTION 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its adoption.

First read at a regular meeting of the Council of the City of Richmond held April 4, 2017, and finally passed and adopted at a regular meeting thereof held April 18, 2017, by the following vote:

AYES: Councilmembers Choi, Martinez, McLaughlin, Myrick, Willis,
Vice Mayor Beckles, and Mayor Butt.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

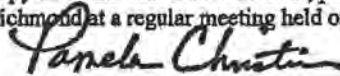
PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:
TOM BUTT
Mayor

Approved as to form:
BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of Ordinance No. 7-17 N.S., passed and adopted by the City Council of the City of Richmond at a regular meeting held on April 18, 2017.



Pamela Christian, City Clerk of the City of Richmond



Agenda Date: 08/08/2017
Agenda Item: 5.3

STAFF REPORT

ATTACHMENT 2

Date: August 8, 2017
To: Bryan H. Montgomery, City Manager
From: Libby Vreónis, City Clerk / Paralegal

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

SUBJECT: Waive the First Reading and Introduce an Ordinance Adding Chapter 36 to Title 4 of the Oakley Municipal Code Regarding the Use of Unmanned Aircraft Systems (UAS) also known as Drones

Background and Analysis

I. Jurisdiction

In recent years, unmanned aircraft systems (UAS), also known as drones, have become more wide-used and accessible for recreational and other purposes. With the increase of drones, regulation has become a topic of discussion to address safety and privacy. There is some debate which jurisdiction, the cities, the states, or federal government, may best regulate drones.

Proponents of federal regulation believe only the Federal Aviation Administration (FAA) can regulate navigable air space (not cities); however, the FAA has pointed out some areas (i.e., privacy and trespassing) in which state or local regulation may be more appropriate.

Proponents of federal and state regulation argue that federal or state regulation would prevent a patchwork of laws across cities and be less confusing to drone users; however, cities currently exercise local control and regulate many things in relation to land use, zoning laws and police powers for the protection of its residents which may be different from city to city. Drones may be regulated similarly.

The League of California Cities has taken the position that cities would like to be able to compliment federal and state regulation and regulate drones through ordinances much like they would with other items. It appears there is room for amicable regulation at all levels, but perhaps cities can best regulate reasonable time, place and manner restrictions for drones and provide specific guidance to drone operators based on knowledge and context of the local area.

II. Current Regulation of Drones

A. Federal Legislation

1. (H.R. 4441, H.R. 636)

In 2016, the House and Senate both took action to regulate the use of drones (House's Aviation Innovation, Reform, and Reauthorization Act, H.R. 4441 and Senate's Federal Aviation Administration (FAA) Reauthorization Act (H.R. 636). Section 2152 of the Senate bill preempts cities from enacting laws related to the design, manufacture, testing, licensing, registration, certification, operation, or maintenance of an unmanned aircraft system, including airspace, altitude, flight paths, equipment or technology requirements, purpose of operations, and pilot, operator, and observer qualifications, training and certification. Cities would also be prohibited from addressing nuisance, voyeurism, privacy, data security, harassment, reckless endangerment, wrongful death, personal injury, or property damage in relation to drones.

After the enactment of both bills, Congress approved an extension to continue funding for the FAA through September 30, 2017; however, the preemption language in Section 2152 was not included in the approval. The interpretation of this omission is that cities may continue with existing ordinances or enact ordinances; however, it is unclear whether or not preemption will occur upon the expiration of the funding extension in September 2017. The League of California Cities has indicated that there is currently a move by the drone industry in Sacramento and Washington to completely preempt local government regulation of drones.

B. Proposed Federal Legislation

In May 2017, S. 1272, the "Drone Federalism Act of 2017" was introduced. The proposed bill confirms FAA regulation of drones in navigable airspace and recommends state and local regulation of drones near ground level and near structures. It also proposes state and local governments can create limitations on speed, designate no-drone areas, and can place other reasonable time, place and manner restrictions that protect public safety, personal privacy and property rights, or that manage land use or restrict noise pollution.

In June 2017, The Thune-Nelson bill, also known as "The Federal Aviation Administration (FAA) Reauthorization Act of 2017" (S. 1405), was introduced addressing the FAA and related programs through the end of fiscal year 2021. In relation to drones, the bill proposes the following, including, but not limited to, drone safety features, affirm privacy protections consistent with federal, state and local law, advance identification standards to create operator accountability, require registration of small drones, make it a federal crime to operate a drone near a manned aircraft or runway, require drone users to pass an online test before flying, direct the U.S. Government Accountability Office to study the responsibilities of federal, state, and local governments in regulating drones, require the Department of Transportation to establish a delivery air carrier certificate that would allow for package deliveries by drones, and would direct the FAA to establish operating rules specific to "micro" drones, weighing 4.4 lbs. or less.

C. Federal Aviation Administration (FAA)

1. FAA Registration of Drones

In response to the increase in drones, in December 2015, the FAA announced a new federal regulation requiring registration of drones (between .55 and 55 pounds) by persons 13 years and older on its website. The regulation provides that drones operated prior to December 21, 2015 are required to be registered by February 19, 2016 and drones purchased after December 21, 2015 must be registered before their first flight. The registration fee is \$5.00 and the FAA issues a registration number which must be displayed on the drone. Failure to register a drone can result in civil penalties up to \$27,500, criminal penalties up to \$250,000 under 18 U.S.C. 3571 and/or up to 3 years imprisonment. The registration process is voluntary as it is the responsibility of the purchaser to register; no registration occurs at the store or online at the time of purchase. There is no system to alert authorities to identify drones not registered.

On May 19, 2017, the United States Court of Appeals for the District of Columbia, ruled that the FAA does not have statutory authority to issue the registration requirements (supra). The Court based its decision on Section 336(a) of the FAA Modernization and Reform Act of 2012 which states that the FAA "may not promulgate any rule or regulation regarding a model aircraft." (49 U.S.C. § 40101). The Court indicated that the FAA's registration requirements directly violates that clear statutory prohibition. Therefore, the registration requirements are unenforceable. Thereafter, the FAA issued a comment on its website in response to the Court's decision, indicating although the registration requirements have been invalidated, it continues to encourage voluntary registration for small unmanned aircraft (drones).

2. FAA "State and Local Regulation of Unmanned Aircraft Systems (UAS) Fact Sheet"

In December 2015, the FAA issued a "State and Local Regulation of Unmanned Aircraft Systems (UAS) Fact Sheet" which provides guidance that cities should not regulate navigable airspace as Federal courts strictly scrutinize such local regulation, including restrictions on flight altitude, flight paths and operational bans, and cities should not mandate equipment or training for drones related to aviation safety. However, the FAA recognized that laws involving land use, zoning, privacy, trespass and law enforcement operations are generally not subject to federal regulation and it provided examples of laws within cities' police power such as requiring police to obtain a warrant prior to using a drone for surveillance, specifying that a drone may not be used for voyeurism, prohibit use of drones for fishing or hunting or to harass someone who is fishing or hunting, and prohibit attaching firearms or weapons to drones.

3. FAA (14 CFR Part 107)

14 CFR Part 107, effective June 2016, provides small unmanned aircraft rules, many of which cities have incorporated into their ordinances to provide guidance to drone operators. The rules include, but are not limited to, unmanned aircraft must weigh less than 55 pounds, be within the visual line-of-sight, may not be operated over persons not participating in its operation, operated only during daylight hours, must yield to manned aircraft, fly at a maximum speed of 100mph and a maximum altitude of 400 feet, not be operated carelessly or recklessly, and cannot carry hazardous materials.

D. California Law

1. Existing Legislation

California has experienced several instances of drone interference with emergency operations. Aircrafts attempting to battle wildfires, provide ambulatory services and police services have either been grounded due to drones or have escaped near collision with drones. These experiences have prompted changes in legislation.

Effective January 1, 2017, SB 807 amended Civil Code Section 43.101 to limit civil liability exposure of *any emergency responder* who damages a drone interfering with an emergency responder providing emergency services. This expanded the scope of California Government Code Section 853 which provides that a local public entity or public employee engaging in medical services, ambulance transport services, firefighting or search and rescue services cannot be held liable for any damage caused to an interfering drone while providing emergency services.

Also effective January 1, 2017, AB 1680 amended Penal Code Section 402 to include drone operators to the list of persons who may not stop at a scene of emergency (regardless of the operator's location) and interfere with emergency personnel performing their duties, unless it is part of the duties of that person's employment to view the scene or activities. It is a misdemeanor to interfere.

Prior to October 2015, under Civil Code Section 1708.8, a person was liable for physical invasion of privacy when the person knowingly entered into the land of another without permission to capture any type of visual image, sounds recording, or other physical impression of the person engaging in a private, personal, or familial activity of which invasion of privacy would be offensive to a reasonable person. In October 2015, AB 856 amended Civil Code Section 1708.8, to expand privacy protections to include a person knowingly entering into the "airspace above the land of another person without permission". Violation may result in treble general or special damages, punitive damages, disgorgement of proceeds or other consideration if violation was committed for commercial purposes, and civil fines not less than \$5,000 up to \$50,000.

2. Pending Legislation

SB 347 was introduced by California Senator Hannah-Beth Jackson in February 2017. The bill would enact the State Remote Piloted Aircraft Act. It would prohibit a person from operating a drone in a manner that interferes with manned aircraft, that is prohibited by any federal statute or regulation governing aeronautics, in a careless or reckless manner as to endanger the life or property of another, in a manner that constitutes a nuisance, in a manner that violates an individual's right to privacy, and in a manner that constitutes trespass under California law. The bill would also prohibit weapons on drones, would require drones to yield to manned aircraft, and would require drone operators to maintain adequate liability insurance or proof of financial responsibility. Violation of the Act would be punishable as an infraction with a fine not exceeding \$250, or as a misdemeanor punishable by imprisonment in a county jail up to 6 months, or by fine up to \$1000, or by both fine and imprisonment. If passed, the legislation would not preempt local ordinances if consistent with the legislation.

Opponents of the legislation argue that existing FAA laws already address most of the bill's list of proposed prohibitions and the bill fails to specify size or weight of the drone (an example was provided that a child's 4 oz. toy drone could be subject to regulation). Governor Brown vetoed a similar bill (SB 868) proposed by Jackson in 2016.

AB 527 was introduced in February 2017. The bill would make it unlawful for a person to operate a drone for pest control unless the operator holds a valid pest control aircraft pilot's certificate issued by the Director of Pesticide Regulation and is certified by the FAA to operate a drone to conduct pest control operations. Violation of the law would be a misdemeanor.

E. Local Law

Many California cities have enacted drone ordinances or are in the process of enacting drone ordinances. After reviewing many ordinances, staff recommends modeling the City of Oakley's ordinance based upon the ordinance adopted by the City of Richmond in April 2017, a copy of which is attached. The ordinance serves as a good model ordinance in that it addresses FAA regulations and it was reviewed and approved by the FAA prior to adoption; however, some changes have been made to omit reference to FAA registration requirements, address health and safety concerns of drones operating over public facilities and power and data lines or equipment, and to allow the City or its contracted agents to operate a drone in the course of City business (i.e., surveying and mapping property, inspecting infrastructure, monitoring traffic and recording local public events).

III. Conclusion

The City of Oakley may wish to enact an ordinance regulating drones within the scope recommended in the FAA Fact Sheet until further determination is made in legislation.

Fiscal Impact

There is no fiscal impact.

Recommendation

Waive the First Reading and Introduce an Ordinance Adding Chapter 36 to Title 4 of the Oakley Municipal Code Regarding the Use of Unmanned Aircraft Systems (UAS) also known as Drones.

Attachments

- (1) City of Richmond, Ordinance No. 7-17 N.S.
- (2) Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADDING CHAPTER 36 TO TITLE 4 OF THE OAKLEY MUNICIPAL CODE REGARDING THE USE OF UNMANNED AIRCRAFT SYSTEMS (UAS) ALSO KNOWN AS DRONES

The City Council of the City of Oakley does ordain as follows:

Section 1. Chapter 36 of Title is hereby added to the Oakley Municipal Code to read as follows:

4.36.102 Purpose.

The purpose of this chapter is to provide local safety requirements on the operation of unmanned aircraft systems (UAS) consistent with Federal Aviation Administration rules and State law to mitigate risks to the public associated with the operation of UAS.

4.36.104 Definitions.

For purposes of this chapter, the following definitions shall apply:

"Unmanned Aircraft" is an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft. This definition includes, but is not limited to, "drones", "remote controlled aircraft", and "model aircraft".

"Unmanned aircraft system" (also referred to as "UAS") is an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft that carries an apparatus or any other recording device that captures still (photographs) or moving images (videos).

"Person" shall mean any individual, partnership, corporation, or joint-venture.

4.36.106 Operating Requirements and Restrictions.

No person shall operate any UAS in a manner that is prohibited by any federal, state or local regulations. The following shall apply to the operation of any UAS within the City of Oakley:

- a. No person shall operate any UAS in the City beyond the visual line of sight of the person operating the UAS. The person operating the UAS must use his or her own natural vision to observe the UAS. Visual line of sight means that the person operating the UAS has an unobstructed view of the

UAS. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, goggles or other devices designed to provide a "first-person view" from the UAS, do not constitute the visual line of sight of the person operating the UAS.

- b. No person shall operate any UAS other than daylight hours, defined as between official sunrise and official sunset for local time.
- c. No person shall operate any UAS more than four hundred (400) feet above the earth's surface and no faster than 20 mph unless written proof of authorization to do so by the Federal Aviation Administration is provided to the City and verified.
- d. Excluding takeoff and landing, no person shall operate any UAS closer than twenty-five (25) feet to any individual, except the operator or operator's helper(s).
- e. No person shall operate a UAS while under the influence of alcohol or any other drugs, intoxicating compound or any combination thereof.
- f. No person shall operate any UAS in a careless or reckless manner as to endanger, threaten injury or damage the safety and welfare of the life or property of another. The standard for what constitutes careless and reckless operation under this section shall be the same standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Public Utilities Code Section 21407 and Federal Aviation Rule 91.13.
- g. No Person shall operate any UAS in a manner that violates an individual's reasonable expectation of privacy, as set forth by all applicable state laws, including but not limited to, recording or transmitting any visual image, sound recording, or other physical impression of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy, including, but not limited to, inside a private residence, office or hotel room, inside an enclosed yard and exterior decks.
- h. No person shall operate a UAS in a manner that directly interferes with the lawful efforts of any emergency personnel, paid or volunteer, to respond to or provide emergency services.
- i. No Person shall operate any UAS which contains, or has affixed or attached to it, hazardous materials, a weapon, gun, firearm, handgun, rifle, bb device, assault weapon, bomb, grenade, rocket, rocket-propelled projectile, any device or container assembled for the purpose of causing

an explosion, or any other weapon or item that may be considered a weapon.

- j. No person shall operate any UAS in a way that interferes with manned aircraft and shall always yield to any manned aircraft.
- k. No Person shall operate any UAS within the City in violation of any temporary flight restriction or "Notice to Airmen" issued by the Federal Aviation Administration.

4.36.108 Law Enforcement, Public Safety Agency and City Use of UAS.

- a. This chapter shall not prohibit the use of any UAS by law enforcement or public safety agencies, provided that the law enforcement or public safety agency has a current Certificate of Authorization (COA) from the FAA to operate within the airspace of the City.
- b. This chapter shall not prohibit the use of any UAS lawfully owned or operated by City personnel or by City-contracted agents in the course of City business, including, but not limited to, surveying and mapping property, inspecting infrastructure, monitoring traffic and recording local public events.

4.36.110 Areas Where UAS Operation Requires Written Consent

- a. No Person shall operate a UAS within the airspace above any open air assembly area, school, school yard, place of worship, police station, sheriff's station, fire station, public building, public facility, water facility, sewage facility or electric generating facility, without the property owner's written consent, and subject to any restrictions that the property owner may place on such operation.
- b. No person shall operate a UAS within twenty-five feet of any cell tower, overhead wire, cable, conveyor or similar equipment for the transmission of sounds or signal, or of heat, light or power, or data, upon or along any public way within the City, without the facility or equipment owner's written consent, and subject to any restrictions that the facility or equipment owner may place on such operation.
- c. This chapter shall not prohibit the use of any UAS which is flown in compliance with Section 336 of the Federal Aviation Administration Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the City without the person or property owners' written consent.

4.36.112 Violation.

Violation of any provision of this chapter is a misdemeanor and shall be punishable as set forth in Section 1.5.002 of this code. Equipment flown in violation of this chapter may be confiscated."

Section 2. Severability.

In the event that any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 3. California Environmental Quality Act ("CEQA") finding.

This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that this ordinance will not have a significant effect on the environment; therefore it is not subject to CEQA.

Section 4. Effective Date and Publication.

This ordinance shall take effect and be in force and effect thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the office of the City Clerk at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2017 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Unmanned Aircraft Systems (Drones) in State Parks

Drones are currently allowed in State Parks, State Beaches, State Historic Parks, State Recreational Areas, and State Vehicular Recreation Areas except where prohibited by a District Superintendent's posted order. Posted orders may prohibit drones for numerous reasons, including: protection of threatened species; threats to cultural and natural resources; high fire danger; public safety; recreational conflicts; impacts upon visitor experience privacy; and park unit classification. Therefore, drone users should always check with their local State Park District for any specific posted orders.

Drones in State Wilderness Areas, Natural Preserves, and Cultural Preserves: State Park regulations prohibit the use of motorized equipment (including UASs) within wilderness areas, cultural preserves, and natural preserves (Cal. Code Regs. tit. 14, § 4351.) Therefore, drone users should always check the designation of the park unit before operating a drone.

Recreational Drones:

California State Parks recommends that recreational drone users check with their local State Park District before operating a UAS within a State Park. Each park unit may have its own posted orders. Even absent a posted order on drones, it is within the discretion of park staff to contact drone operators when drones threaten visitors, property, wildlife, or privacy. If a drone operator continues to fly in a dangerous or reckless manner, they may be asked to stop flying and remove the drone from park boundaries.

It is recommended that recreational drone operators consult the Federal Aviation Administration (FAA) rules and regulations on the proper use of recreational drones and use common sense when operating these devices around crowded public areas, wildlife, or historic resources.

DPR requires compliance with the FAA guidelines for recreational Unmanned Aircraft Systems (http://www.faa.gov/uas/model_aircraft/):

- Fly below 400 feet and remain clear of surrounding obstacles;
- Keep the aircraft within visual line of sight at all times;
- Remain well clear of and do not interfere with manned aircraft operations;
- Do not fly within 5 miles of an airport unless you contact the airport and control tower before flying;
- Do not fly near people or stadiums;
- Do not fly in adverse weather conditions such as in high winds or reduced visibility;
- Do not fly under the influence of alcohol or drugs;
- Do not fly an aircraft that weighs more than 55 lbs;

- Do not fly near or over sensitive infrastructure or property such as power stations, water treatment facilities, correctional facilities, heavily traveled roadways, etc.;
- Do not be careless or reckless with your unmanned aircraft – you could be fined for endangering people or other aircraft;
- Do not conduct surveillance or photograph persons in areas where there is an expectation of privacy without the individual's permission.

Commercial Drones:

The FAA requires commercial drone operators to receive special authorization; either a Section 333 Exemption or a Special Airworthiness Certificate. The FAA defines commercial drone use as, among other things: filming for hire; selling aerial photography or videography; inspections for hire; surveying for hire; or flying to further a business purpose. Operating a drone for commercial purposes within a state park also requires a permit. Commercial Drone users must submit a copy of their FAA authorization to the appropriate State Park District(s). Depending on the proposed use, the District Superintendent may require a Special Event permit, Right of Entry permit, or other approval. Further, commercial photography or filming within State Park also requires a permit from the California Film Commission. (Cal. Code Regs. tit. 14, § 4316.)

Research Drones:

Drones may prove a valuable tool for scientific research and surveys. Operation of a drone for research purposes requires approval from the FAA. Before operating a drone for research purposes within a state park, please submit a copy of your FAA authorization to the appropriate State Park District(s). California State Parks requires a scientific collection permit (DPR 65) for any scientific research and surveys within a State Park.

Public Agency Drones:

The FAA requires public entities to obtain a Certificate of Waiver or Authorization (COA) to operate public aircraft. Before operating a drone for governmental purposes within a state park, please submit a copy of your COA to the appropriate State Park District(s).

> [East Bay Regional Park District](#) | [Healthy Parks Healthy People](#) > [About Us](#) > [News](#) > Enjoy Your New Drones, Just Not in the Parks

News

Enjoy Your New Drones, Just Not in the Parks

By EBRPD Public Affairs

December 23, 2015

The East Bay Regional Park District reminds park visitors that drones - motorized, remote-controlled aircraft - are illegal in all parks and open space areas in the District.

Drones are extremely dangerous for helicopters and airplanes. Even a small drone could shatter a windshield or collide with an aircraft's propellers or fuselage, causing the aircraft to crash and potentially killing all on board. The East Bay has four busy airports - in Oakland, Hayward, Livermore and Concord - as well as several hospitals with helipads, and a drone-related accident could be catastrophic.

"As more and more people get drones, they're becoming an increasing safety hazard for aviation," said East Bay Regional Park District Police Lt. Lance Brede. "It really can be a life and death situation, and we're very concerned about the public's safety as well as our own."

Drones are also disruptive for wildlife, especially birds. The Park District is home to several re-bounding populations of special-status birds, including bald eagles and peregrine falcons, and protecting them is a high priority.

"Recreational drones can scare birds away from essential activities like feeding, roosting, and nesting," said Cindy Margulits, Executive Director of Golden Gate Audubon Society. "While a single drone flushing birds into flight may not seem disruptive, when this happens over and over, birds are unable to get the food and rest they need to survive."

In addition, drones can pose a safety threat and be annoying and intrusive for other park visitors.

Citations for violating the drone ordinance cost about \$300.

Motorized model airplanes are also illegal in the parks, but non-motorized remote-controlled gliders are allowed in specified areas in three parks: Coyote Hills Regional Park and Mission Peak Regional Preserve in Fremont, and Del Valle Regional Park in Livermore.

Effective Dec. 15, 2015, the Federal Aviation Administration requires owners of drones to register with the agency before flying outdoors. Drones are illegal in East Bay Regional Parks regardless of whether the owner has registered.

The National Park Service, as well as dozens of state and local park districts across the country, have banned drones. Drones are banned in the California State Parks, including Mt. Diablo State Park, except with a film permit.

Frequently Asked Questions about Drones in the Parks

Q: Can I fly my drone in the parks?

A: No. Drones are not allowed anywhere in the East Bay Regional Park District.

Q: Why not?

A: They can cause catastrophic damage to helicopters and airplanes, risking the lives of those on board, and are disruptive for wildlife, especially birds. They also disturb and can be a safety hazard for other park users.

Q: But I registered my drone with the Federal Aviation Administration. Does that make a difference?

A: No. The FAA's new rules require drone owners to register their aircraft, but drones are still not allowed in any East Bay Regional Park District park or open space area.

Q: What happens if I get caught?

A: Citations cost about \$300, including court fees.

Q: But I want to use a drone to photograph my wedding or special event. What if I get a film permit?

A: Film permits do not have exceptions for drones. Drones are not allowed under any circumstances in the parks, even for photographing weddings.

Q: What about model airplanes?

A: Motorized model airplanes are also banned in the parks, for the same reason drones are. Radio-controlled, non-motorized gliders are legal in certain areas in three parks: Coyote Hills Regional Park and Mission Peak Regional Preserve in Fremont, and Del Valle Regional Park in Livermore.

Q: How can I learn more?

A: Information about our model airplane and drone policies can be found here: <http://www.ebparks.org/activities/models#planes> and here [Ordinance 38: Section 409 - Miscellaneous Regulated Activities](#)

Information about the FAA's drone registration is here: <http://www.faa.gov/uas/registration/>

The East Bay Regional Park District is a system of beautiful public parks and trails in Alameda and Contra Costa counties east of San Francisco Bay, established in 1934. The system comprises 119,000 acres in 65 parks including over 1,250 miles of trails for hiking, biking, horseback riding and nature learning.

Contact:

Carolyn Jones, Public Information Supervisor

(510) 544-2217

cjones@ebparks.org

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Drones

League Releases White Paper on Drones Providing Guidance for Local Regulatory Framework

On February 14, 2017, the League of California Cities released a document providing revised and more extensive guidance for local governments considering undertaking regulation of unmanned aircraft systems, or drones.

Local governments should be aware that there is another move afoot in Sacramento and in Washington this year to completely pre-empt local government regulation of drones, notwithstanding last year's legislative victories, guidance from the FAA on a local regulatory role, and the continuing evidence of the need for local as well as federal and state regulation.

The League's Policy Paper makes the case for local regulation of drones, explains why a local layer should be incorporated into an integrated regulatory framework (Federal, State, and Local), and details the limits of federal pre-emption as they have been expressed by the Federal Aviation Administration. Also included is a road map providing local governments with guidance should they decide to enact local drone regulations. Finally there is guidance provided by the FAA pertaining to local regulation.

This is part of an effort in multiple states to encourage locals to enact reasonable drone regulations that do not over-reach and are unlikely to be subject to federal challenge.

Resources

- [Drone White Paper](#)
- [Appendix A: FAA Guidance to Cities, Counties and States](#)
- [Appendix B: Do's and Don'ts of a Municipal Drone Ordinance](#)
- [UAS Fact Sheet from the FAA on Local Regulation](#)

"Drone Industry Launches End of Session Attempt at Pre-Emption." *CA Cities Advocate*, Aug. 16, 2016.

The National League of Cities issued a report in August 2016 on cities and drones. The League published an article on the report in *CA Cities Advocate* on Aug. 18.

A dramatic increase in the use of recreational drones in California during 2015 led to multiple instances of drones interfering with fixed-wing firefighting aircraft, as well as police and air ambulance helicopters. In response, the League and the California Police Chiefs Association co-sponsored SB 168 (Gaines) to address dangers posed by unmanned aircraft systems, or drones,

operating in flight-restricted airspace during an emergency. Vetoed by Governor Brown due to the fact that it also created new misdemeanor penalties, SB 168 would have provided first-responders with immunity in the event they damaged or destroyed a drone that was interfering with their emergency operations. The issue, however, at the state and federal levels, is far from dead.

The Consumer Technology Association, a trade group, estimated that 400,000 drones would be sold in the United States during the 2015 holiday season. Given the many safety hazards drones pose and the current lack of comprehensive regulations and enforcement provisions to make such regulations meaningful, a number of states – including California – may take the initiative and pursue enforcement or other legislation, notwithstanding potential conflicts with federal law.

Western City, the League's monthly magazine, in February 2016 published a comprehensive article in outlining the issues drones pose for cities. "[Drones: A Growing Hazard in the Absence of Tighter Regulations.](#)" features extensive background on the topic.

Federal Aviation Administration Action

The League on Jan. 15 issued a [comment letter](#) to the Federal Aviation Administration (FAA) on its newly proposed recreational drone regulations, [FAA Interim Final Rule: Registration and Marketing Requirements for Small Unmanned Aircraft, Document ID FAA-2015-7396-0001](#). These were released mid-December. The FAA has until June to revise the regulations in response to comments received during the comment period.

The new regulations require owners of any drone or UAS purchased after Dec. 21, 2015, to register before their first outdoor flight. Owners and operators must pay a registration fee of \$5.00. In addition, drones will have to display a unique identifier, which is a registration number issued by the FAA. These new regulations, while helpful, may not go far enough to adequately address the hazards and potential misuse of drones. For example, registration is largely voluntary, and for drones purchased after Dec. 21, 2015, registration is not required at the time of purchase or point of sale. Though registration is now required prior to operating a drone, it is unclear how such a requirement will be enforced without a point-of-sale registration requirement or a requirement for online registration with the FAA before an online drone sale can be completed. This raises doubts about the effectiveness of the FAA's response, given the widespread abuse of this technology over the past two years.

[The League's letter](#) cites multiple incidents of the abuse of drones endangering public safety and commercial aviation in calling for stronger FAA registration protocols. In the wake of the FAA regulations, the League will seek opportunities to support legislation strengthening the existing registration requirement with a mandatory point-of-sale component, as well as other potential reforms improving accountability on the part of drone operators.



Getting Started

	Fly for Fun	Fly for Work
Pilot Requirements	No pilot requirements	Must have Remote Pilot Airman Certificate Must be 16 years old Must pass TSA vetting
Aircraft Requirements	Must be registered if over 0.55 lbs.	Must be less than 55 lbs. Must be registered if over 0.55 lbs. (online) Must undergo pre-flight check to ensure UAS is in condition for safe operation
Location Requirements	5 miles from airports without prior notification to airport and air traffic control	Class G airspace*
Operating Rules	Must ALWAYS yield right of way to manned aircraft Must keep the aircraft in sight (visual line-of-sight) UAS must be under 55 lbs. Must follow community-based safety guidelines Must notify airport or air traffic control tower before flying within 5 miles of an airport	Must keep the aircraft in sight (visual line-of-sight)* Must fly under 400 feet* Must fly during the day* Must fly at or below 100 mph* Must yield right of way to manned aircraft* Must NOT fly over people* Must NOT fly from a moving vehicle*
Example Applications	Educational or recreational flying only	Flying for commercial use (e.g. providing aerial surveying or photography services) Flying incidental to a business (e.g. doing roof inspections or real estate photography)
Legal or Regulatory Basis	Public Law 112-95, Section 336 – <i>Special Rule for Model Aircraft</i> FAA Interpretation of the Special Rule for Model Aircraft	Title 14 of the Code of Federal Regulation (14 CFR) Part 107

*These rules are subject to waiver. See page two for more information about Government Entity options.

Please contact us via email @UAShelp@faa.gov or call 844-FLY-MY-UA

For questions or issues specifically about UAS registration, please contact the UAS Registration Help Desk at UASRegistration@faa.gov or call 877-396-4636.

www.faa.gov/uas/getting_started/

Team Drone

PMA Presentation

June 8, 2017

Government Entities

Government entities or organizations (e.g. law enforcement agencies, public universities, state governments, local municipalities) have two options for flying UAS:

1. Fly under the small UAS rule – follow all rules under 14 CFR part 107, including aircraft and pilot requirements
OR
2. Obtain a blanket public Certificate of Waiver or Authorization (COA) – permits nationwide flights in Class G airspace at or below 400 feet, self-certification of the UAS pilot, and the option to obtain emergency COAs (e-COAs) under special circumstances

Contact 9-AJV-115-UASCOA@faa.gov to learn more about public COAs.

https://www.faa.gov/uas/request_waiver/

UAS operators who want to fly outside the requirements of the Small UAS Rule (Part 107) may request a waiver and/or airspace authorization using the form below.

Applicants are encouraged to review the [form instructions](#) (PDF) and the [list of regulations subject to waiver](#) prior to submitting this form. Please provide all required information in order to facilitate evaluation of your request.

[Paperwork Reduction Act and Privacy Act Statements](#) (PDF)

You are not required to respond to this collection of information unless it displays a valid OMB control number.

Waivers under 14 CFR Part 107, Subpart D
OMB Control Number: 2120-0027
Expiration Date: 08/31/2019

Airspace Authorizations under 14 CFR Part 107
OMB Control Number: 2120-0768
Expiration Date: 06/30/2017

The Do's & Don'ts of City Drone Ordinances

DON'T

Don't create restrictions affecting the airspace or regulating the in-flight operation of unmanned aircraft.

e.g. "No flying a drone faster than 100mph."

Don't copy and paste the restrictions within FAA Part 107 into a city's ordinance.

e.g. "No flights over 400ft."

Don't create outright bans on unmanned aircraft usage and operation.

e.g. Implement excessive and onerous permitting and reporting requirements.

Don't create rules that place undue burden on an operator.

e.g. "Drones may only take-off and land in a small designated area of the city."

Don't place multiple use restrictions.

e.g. "No flying within 20ft of an open-air assembly area during regular school hours."

DO

Create rules rooted in a city's traditional land use or zoning powers.

e.g. "No take-off or landing near a police heliport."

Follow the recommendations of the FAA and NLC, and tailor restrictions to traditional municipal authority.

e.g. Laws of general applicability related to nuisance or trespass.

Create reasonable time, manner and place restrictions to safeguard your citizens.

e.g. "No take-off or landing in a residential zone from 10pm-9am M-F."

Make it easy for operators to understand and be aware of local rules and be held accountable.

e.g. Drone operators are required to give notice of their flights.

Create flexible rules to accommodate changing needs and technology.

Opportunities

- Search and Rescue
 - Call in a drone to provide air support.
- Inspections
 - Reduce infrastructure inspection costs.
- Security
 - Protect the public and identify crime from the air.
- Surveillance
 - Keep watch over everything from the skies.
- Science and Research
 - Reach areas previously out of reach. Do archaeological surveys or watch a volcano.
- Aerial Photography
 - Take incredible photos from the air.
- Aerial Video
 - Take amazing videos from unusual perspectives.
- Surveying/GIS
 - Generate maps easily. Survey areas easily and efficiently.
- Cargo Delivery
 - Delivery packages quickly and safely.
- Investing
 - Determine crop yields and assess resources from the air.

Concerns

- Privacy
 - Invading personal privacy by hovering over people, outside bedroom windows, over playgrounds, etc.
- Safety
 - Potential for use for lethal purposes, injury and property damage.
- Industrial Espionage
 - Trespassing, spying, stealing information.
- Aviation Risks
 - Collision risks with manned aircraft, interference with first responders, search and rescue efforts.
- Accountability
 - Lack of laws to enforce.
- 3rd Party Liability
 - The FFA does not currently require US operators to be insured to fly a drone for either recreational or non-recreational purposes.
- Lack of Education
 - Who informs the public and drone pilots of laws and regulations?
- Unlicensed/Non-Compliant Staff
 - City departments often purchase drones before procedures are in place.
- Noise Pollution
 - Citizen complaints of disturbing or excessive noise.
- File Size/Storage Limits
 - Raw file size of videos is large and could impact City server storage and performance.