



# **AGENDA**

## **REGULAR MEETING**

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## **CLAYTON CITY COUNCIL**

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**TUESDAY, April 7, 2015**

**7:00 P.M.**

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

**Mayor:** David T. Shuey  
**Vice Mayor:** Howard Geller

### **Council Members**

Jim Diaz  
Keith Haydon  
Julie K. Pierce

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

**\* CITY COUNCIL \***

**April 7, 2015**

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

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

3. **CONSENT CALENDAR**

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

- (a) Approve the minutes of the special joint meeting of February 9, 2015 and the regular meeting of March 17, 2015. ([View Here](#))
- (b) Approve Financial Demands and Obligations of the City. ([View Here](#))
- (c) Adopt a Resolution approving and authorizing the execution of a 10-year Agreement with the City of Concord for its continued provision of police dispatch, detention and information technology services to and for the City of Clayton's Police Department. ([View Here](#))
- (d) Approve an Addendum to the Exclusive Sales Listing Agreement with Transwestern Property Company West, Inc. to extend the existing terms and conditions to January 2, 2016 for the list and market for sale and development certain City-owned real properties in the Clayton Town Center (APN 118-560-010, vacant 1.67 acre parcel off Main Street; and APNs 119-050-034, 119-050-008, and 119-050-009 located at 1005 and 1007 Oak Street). ([View Here](#))

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

5. **REPORTS**

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

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

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

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

**7. PUBLIC HEARINGS - None.**

**8. ACTION ITEMS**

- (a) Consider recommendations from the Trails and Landscaping Committee (TLC) regarding priority of proposed general improvement projects within the Citywide Landscape Maintenance District (CFD – 2007). ([View Here](#))  
(Maintenance Supervisor; and Assistant to the City Manager)

Staff recommendation: Following staff report, opportunity for public comment and City Council discussion, that policy direction be provided to City staff regarding the priority of landscape and hardscape improvement projects in the Citywide Landscape Maintenance District during calendar years 2015 and 2016.

- (b) Consider and discuss a request by Council Member Diaz to create and design a City of Clayton flag. ([View Here](#))

Staff recommendation: Following Council discussion and opportunity for public comment, that policy direction be provided regarding the creation and design of an official City flag.

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

10. **CLOSED SESSION**

- (a) *Government Code Section 54956.8*, Conference with Real Property Negotiator.  
Real Property: 6005 Main Street (APNs 119-011-002-1; 118-560-010-1; 118-370-041-6).  
Instructions to City Negotiators (Mayor David Shuey and Council Member Julie Pierce;  
and Ed Del Becarro, Managing Director, Transwestern) concerning price and  
terms of payment.  
Negotiating Party: Joshua Reed, Pacific Union Land Company

11. **ADJOURNMENT**– the next regularly scheduled City Council meeting is April 21, 2015.

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

**TUESDAY, March 17, 2015**

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:01 p.m. by Mayor Shuey in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Shuey, Vice Mayor Geller and Councilmembers Diaz, Haydon and Pierce. Councilmembers absent: None. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, City Clerk/HR Manager Janet Brown and Community Development Director Charlie Mullen.

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

3. **CONSENT CALENDAR**

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

- (a) Approved the minutes of the regular meeting of March 3, 2015.
- (b) Approved Financial Demands and Obligations of the City.
- (c) Adopted Resolution No. 07-2015 setting the City's Equivalent Runoff unit (ERU) real property parcel assessment rates in FY 2015-16 at current rates to fund local storm water/clean water programs and services required by the federal and state-mandated National Pollution Discharge Elimination System (NPDES) Program (storm water pollution prevention).
- (e) Approved Council Member Diaz's request to switch two (2) of the approved Thursday Nights Concerts in The Grove dates to July 2 and September 3, 2015.

4. **RECOGNITIONS AND PRESENTATIONS**

- (a) Certificates of Recognition to "Do The Right Thing" public school students selected for exemplifying the character trait of "Self Discipline" during the months of January and February 2015.

Mayor Shuey and Mt. Diablo Elementary School teachers Mrs. Brown and Mrs. VanOtrive recognized students Ava Beever and Aiden Burgham.

Mayor Shuey and Diablo View Middle School Principal Patti Banister recognized students Camylle Callahan and Ryan Rickhard.

Mayor Shuey and Clayton Valley Charter High School teacher Dylan Perreira recognized students Samantha Dumalig, Jonathan Gomez Gonzalez and James Woods.

- (b) Presentation by PG&E regarding its upcoming High-Wire Transmission Power Line Upgrade Project within the City of Clayton (Tom Guarino, East Bay Senior Government Relations Representative, and Victor Baker, Senior Manager for Customer Care, Contra Costa County).

Vic Baker, PG&E Senior Manager for Customer Care, Contra Costa County, presented a short slideshow presentation outlining PG&E's Contra Costa-Moraga electric power line upgrade project. In 2014 the Diablo Region ranked number one in reliable service out of nineteen regions and ranked second in restoring service during outages. Mr. Baker advised the Contra Costa-Moraga upgrades are necessary to meet the demand of services and preventative maintenance; unfortunately, some of the required construction work times will be an inconvenience to Clayton's residents. PG&E staff is working on community outreach consisting of neighborhood meetings, signage, fact sheets, door-hangers, postcards prior to construction and survey after construction has been completed to the effected residents for feedback. Mr. Baker introduced Denise Conway Customer Impact Senior Customer Outreach Specialist – Electric Reliability to assist in answering specific questions the City Council has in regards to the project itself.

Mayor Shuey asked if there is a schedule available specifying days and times the seven locations outlined in the construction activities would be affected by roadway delays due to overhead transmission line upgrades? Mr. Baker advised the Contra Costa-Moraga electric power line upgrade construction activities are sequenced to one tower at a time and are scheduled to take place on various days and times to help eliminate roadway closures and delays.

Vice Mayor Geller asked if all of the PG&E towers located in Clayton are subject to the Contra Costa-Moraga electric power line upgrade? Mr. Baker advised the Clayton area has 4 transmission towers that will be extended and lifted up.

Denise Conway (PG&E) added not every PG&E tower will be modified in this project; the existing cage is being raised while the existing bottom arms are being removed, then the towers are re-conducted with new lines.

Vice Mayor Geller asked if the project were only for the transmission lines and how electronic magnetic fields (EMF) are going to be impacted; will homes near the towers have a changes in the released EMFs from the towers?

Ms. Conway advised that is a frequent question and she offered to forward a PG&E brochure, Understanding Electronic Magnetic Fields, which should provide answers to how EMFs can harm one's health, and a comparison of magnetic fields outside and within one's own home, with some tips on lowering one's exposure.

Vice Mayor Geller asked the amount of time that would be needed to work on each tower requiring the use of a helicopter in each location in the upgrade

project? Ms. Conway advised the helicopter is brought in when a crane is unable to be used to complete the work. If a helicopter is used, the process is much faster and it should not take longer than one day to complete the work at each tower.

Councilmember Pierce noted concerns of potential school traffic issues at Mt. Diablo Elementary, Pine Hollow Intermediate and Highland's Elementary schools, especially during drop off and pick up times at each campus; she asked if PG&E may consider the use of easy to read A-frame signs to notify the community of potential increased traffic disruption during construction activities scheduled to take place. Ms. Pierce inquired if roadway closures would occur at the same time around Clayton Road and Mitchell Canyon, as it will cause huge traffic delays? Ms. Conway advised PG&E is providing advance notice of the tower work; however there are different phases of construction such as T- Line hooks, and re-conducting that will occur at various times. Ms. Conway also indicated she plans to have a meeting with faculty and parents from the schools and there should not be any roadway closures during school drop off and pick up times. Overall the electric power line upgrades are pretty quick, 1-2 days; however the re-conducting process takes longer.

Councilmember Haydon requested PG&E have frequent communication with the City staff of progress and next day activities and encouraged coordination of activities to take place during non-peak traffic hours.

Vice Mayor Geller added his concerns for traffic and pedestrian impacts at Clayton Road near Mitchell Canyon and the areas surrounding the schools; he would like to see keeping traffic flow safety a priority.

Ms. Conway noted PG&E's construction project is currently taking place in the City of Antioch. After speaking with Principal Irene Keenan from Mt. Diablo Elementary School it could be mid-June before the tower re-conducting would actually occur in Clayton.

Vice Mayor Geller referenced PG&E's construction period in Clayton is March 2015 through July 2015 as indicated on its flyer. Ms. Conway confirmed Clayton's construction period is scheduled to take place March 2015 through July 2015 and added the first part of the project will be the tower modifications followed by the re-conducting of the power lines.

City Manager Gary Napper thanked PG&E for providing the Clayton community information for this project as well as PG&E contact information for the public if they have any additional questions or concerns regarding its Contra Costa – Moraga electric power line upgrade.

Councilmember Pierce asked if outreach was made to the Cemex - Clayton Quarry as gravel trucks line up early to pick up supplies? Ms. Conway advised contact has been made with the account manager at Cemex and outreach will be made to its customers.

## 5. **REPORTS**

- (a) Planning Commission –Chairman Dan Richardson reported that at its meeting of March 10<sup>th</sup>, 2015 the Commission approved a variance to allow construction of a single family home addition measuring approximately 444 square feet in area and allowed the addition to encroach 13 feet into the 40 foot front and exterior side setbacks.
- (b) Trails and Landscaping Committee – TBD (Meeting held on March 16<sup>th</sup>).
- (c) City Manager/Staff – No Report.
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Diaz attended meetings of the Contra Costa County Mayors' Conference and Clayton Community Library Foundation. Councilmember Diaz also voted in the March 17, 2015 Special Primary Election today.

Vice Mayor Geller attended meetings of the Contra Costa County Mayors' Conference, Clayton Valley Charter High School Board meeting, and the City's Trails and Landscaping Committee. Vice Mayor Geller added he voted by absentee ballot in the March 17, 2015 Special Primary Election today.

Councilmember Haydon attended the Clayton Business and Community Association 2015 Bocce Ball Spring League registration event.

Councilmember Pierce attended meetings of the Contra Costa County Mayors' Conference, Association of Bay Area Governments, Metropolitan Transportation Commission, Central County TRANSPAC, California Council of Governments and a conference hosted by the California Bankers Association.

Mayor Shuey attended meetings of the Contra Costa County Mayors' Conference, Clayton Business and Community Association's 2015 Bocce Ball Spring League registration event, and hosted surrounding Mayors to a dinner at Moresi's Restaurant to discuss matters of mutual interest. Mayor Shuey also thanked City Manager Gary Napper, City Attorney Mala Subramanian, Community Development Director Charlie Mullen and Finance Manager Kevin Mizuno for their assistance in resolving a matter associated with an affordable housing unit in Clayton and finds the solution satisfactory.

- (e) Other – None.

6. **PUBLIC COMMENT ON NON - AGENDA ITEMS** –None.

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

- (a) Presentation and acceptance of the Trails and Landscaping Committee's FY 2013-14 Annual Report on the Citywide Landscape Maintenance District.

Trails and Landscaping Committee Chairman Larry Casagrande reported that at its meeting of March 16<sup>th</sup>, 2015 the Committee welcomed City Council re-appointed members Clayton Smith and Robert Steiner and a newly appointed resident, Christopher Garcia. The Committee unanimously approved Chair Casagrande continuing as Chair and selected Clayton Smith as Vice Chair. The Committee decided to have an information table at the Annual Clayton Cleans Up event on April 25<sup>th</sup>.

Chair Casagrande reported the Adopt a Trail program has not moved forward this past year due to scheduling conflicts; however Christopher Garcia enthusiastically volunteered to work on this project. The Committee received and reviewed a FY 2014-15 mid-year Landscape Maintenance District fund balance budget and found its special reserve funds are higher than expected due to accounting reconciliation and complete close-out of the prior construction project budgets. The Trails and Landscaping Committee members discussed ideas to re-invest monies into future improvement projects within the District; preference for re-working the entry ways at various residential subdivisions would provide more equity to the residents in these highly visible neighborhood entries. The Committee also reviewed the status of the current parcel tax measure expiring, an extension time frame, was briefed on the election schedule for calendar year 2016 and discussed ways to communicate with the public where the special tax funds have been used. The next Trails and Landscaping Committee meeting is planned for May 2015 to review the proposed Fiscal Year 2016-17 Landscape Maintenance District Budget and future funding and operations including re-investment of funding to entryways.

Vice Mayor Geller added the current Measure B Tax Bond is expiring in 2017, which indicates the measure will need to go back out to the voters in 2016 to renew the bond for either 10 (current) or 20 years. The Trails and Landscaping Committee members are planning to have informational booths at various community events, such as the upcoming Clayton Business and Community Association annual Art & Wine Festival, to educate the community on accomplishments made by the Trails and Landscaping Committee.

Councilmember Haydon added that he regularly walks the trails in the community and noticed more people using the trails, however they are not always picking up after their pets. He inquired if it were a goal of the Trails and Landscaping Committee to install additional trash cans at trail heads close to streets and/or installation of plastic bag dispensers to encourage people to clean up after their pets on the trails.

Chair Casagrande responded the Trails and Landscape Committee members expressed similar concerns during their meeting but determined that a lot of times City-supplied dispensers and plastic bags would be vandalized, left in shrubs or on the trail eventually making their way into the nearby creek.

Vice Mayor Geller added existing plastic bag dispensers are not being used and additional garbage cans installed would need to be located to a serviceable area.

He also commended the Trails and Landscaping Committee for their service to the community.

Chair Casagrande added Measure B monies were used to install new landscaping and irrigation for Daffodil Hill and portions of the Clayton Road medians. Future funding would be used for current maintenance and additional installation of trees and shrubbery and upgrading irrigation controls.

Mayor Shuey opened the item to receive public comments; no public comments were offered.

**It was moved by Councilmember Diaz, seconded by Vice Mayor Geller, to accept and approve the Trails and Landscaping Committee's Annual Report for FY 2013-14. (Passed; 5-0 vote).**

- (b) Consider adoption of Resolution No. 08-2015 approving the City's 2014 Annual Report on its Housing Element progress and policies.

Community Development Director Charlie Mullen presented the staff report indicating Government Code Section 65400 requires each governing body to prepare an annual report on the status and processes of implementing the jurisdiction's Housing Element, using forms and definitions adopted by the State of California Department of Housing and Community Development (HCD). Mr. Mullen added HCD uses the Annual Progress Report as a tool to facilitate implementation of a community's Housing Element as well as for the tracking and monitoring of progress in addressing local housing needs and goals, which it may use as one of its thresholds requirements to qualify for certain State grants or program funds. He noted the Planning Commission reviewed and considered the 2014 Annual Progress Report on February 24, 2015 and passed a motion recommending approval to the City Council; no members of the public spoke on the matter at the Commission's meeting.

Mayor Shuey opened the item to receive public comments; no public comments were offered.

**It was moved by Vice Mayor Geller, seconded by Councilmember Diaz, to adopt Resolution No. 08-2015 approving the City of Clayton 2014 Housing Element Annual Progress Report and authorize it be filed with the State of California Department of Housing and Community Development Department. (Passed; 5-0 vote).**

9. **COUNCIL ITEMS** – None.

10. **CLOSED SESSION** – None.

11. **ADJOURNMENT**– on call by Mayor Shuey, the City Council meeting adjourned at 8:10 p.m.

The next regularly scheduled City Council meeting is April 7, 2015.

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Respectfully submitted,

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Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

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David T. Shuey, Mayor

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**MINUTES  
OF THE  
SPECIAL JOINT MEETING BETWEEN  
CLAYTON CITY COUNCIL AND THE  
BOARD OF TRUSTEES OF THE MT.  
DIABLO UNIFIED SCHOOL DISTRICT**

**Wednesday, February 9, 2015**

1. **CALLS TO ORDER AND ROLL CALLS** – City of Clayton Vice Mayor Howard Geller and Mt. Diablo Unified School District Board President Cheryl Hansen.

The City Council meeting was called to order at 6:45 p.m. by Vice Mayor Geller in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Vice Mayor Geller, Councilmembers Diaz, Haydon and Pierce. Councilmembers absent: Mayor Shuey. City Staff present: Assistant to the City Manager Laura Hoffmeister, City Clerk Janet Brown, Chief of Police Chris Thorsen.

Mt. Diablo Unified School District Board Members present: President Cheryl Hansen, Vice President Debra Mason, Trustees Brian Lawrence, Barbara Oaks and Linda Mayo. Mt. Diablo Unified School District Board Members absent: None. School District Staff present: Superintendent Dr. Nellie Meyer, and Secretary Debbie Maher.

2. **PLEDGE OF ALLEGIANCE** – led by Vice Mayor Geller.
3. **OPENING REMARKS** – were made by Vice Mayor Howard Geller.
4. **OPENING REMARKS** – were made by Mt. Diablo Unified School District Board President Cheryl Hansen.

5. **PUBLIC COMMENT PERIOD**

Debbie LaDue indicated she is a teacher at Valle Verde Elementary School in Walnut Creek; she requested the School Board take a stand either for or against the “Northgate Unified School District” proposal and publicize its position. The intent of the group is to keep the Northgate High School community attendance intact and include the rest of MDUSD Walnut Creek attendance area into this new school district boundary. Parents would like a fact sheet about the proposal.

Michael Langley indicated concerns with the Clayton Valley Charter High School relationship with the Clayton City Council. Mr. Langley would like to see the Clayton City Council take greater interest in the Board meetings at Clayton Valley Charter High School.

Dee Billeter thanked the Clayton City Council for its leadership in the “Do The Right Thing” student recognition program. She also spoke of Patti Middendorf’s dismissal from Clayton Valley Charter High School and was not pleased with Clayton City Councilmembers Pierce, Geller and Shuey’s remarks about Clayton Valley Charter High School personnel.

## **6. INFORMATIONAL EXCHANGE WITH MT. DIABLO UNIFIED SCHOOL DISTRICT**

- (a) Introduction to school presentations by Dr. Nellie Meyer, Superintendent.

MDUSD Superintendent Dr. Nellie Meyer presented a short video of various school sites, and then introduced Principal Irene Keenen of Mt. Diablo Elementary School.

- (b) Presentation by Irene Keenan, principal of Mt. Diablo Elementary School.

Principal Irene Keenan, Mt. Diablo Elementary School, presented a short video of various student and teacher activities and projects.

- (c) Presentation by Patti Bannister, principal of Diablo View Middle School.

Principal Patti Bannister, Diablo View Middle School, presented a short video of various students and teachers expressing the reasons why they enjoy their school. Ms. Bannister displayed laminated signs with sayings of positive character trait reminders that are posted throughout the school.

- (d) The Mt. Diablo Unified School and the Clayton City Council will provide each other updates on items of mutual interest and discuss current partnerships and other areas of cooperation. Discussion items included:

Vice Mayor Geller noted that since the last Special Joint Meeting in March 2014, the City installed school speed zone signs on each side of the Diablo View Middle School campus as suggested at that meeting. The signs seem to be helpful in slowing down the traffic on Clayton and Marsh Creek Road near the school.

Assistant to the City Manager Laura Hoffmeister thanked the Superintendent on behalf of the City Manager on the recently revised mutual agreement for the joint use of Diablo View Middle School fields and the Clayton Community Gym. Establishing a new agreement was also an item identified at the last Joint Meeting.

- Mt. Diablo Elementary campus storm water drainage issues onto the adjacent public trail and natural hillside abutting Clayton Road:

Ms. Hoffmeister indicated an issue had come to the City's attention by the Clayton Maintenance Department regarding Mt. Diablo Elementary School campus storm drain water coming off its playground asphalt surfaces and causing drainage and erosion issues on the adjacent trail, slope above Clayton Road and to Clayton Road. It appears the issue has become more problematic since the classroom addition renovation project. Ms. Hoffmeister presented a short slideshow displaying a couple of problem areas, noting the trail itself meanders through both City and School properties. The Clayton Maintenance Department recently placed City sandbags on the school's property to minimize erosion of the hillside and to limit storm water overflows into the v-ditch to mitigate impacts of the drainage to the trail, slope and Clayton Road. She recommended both City and School Maintenance Departments work jointly on solutions to help resolve this storm water drainage problem.

MDUSD Board President Cheryl Hansen asked for clarification on the location of the storm drainage and if it was a result of Mt. Diablo Elementary School campus classroom addition renovation project or has it been going on for last few years?

Assistant to the City Manager Laura Hoffmeister stated her understanding is it has become more pronounced and problematic since the school's installation of additional classrooms. She pointed out the flow pattern from the school is toward Clayton Road from the school asphalt and fields. When all the classrooms and additional asphalt areas were installed the pervious space was diminished between the asphalt and the more natural dirt, increasing runoff and erosion.

MDUSD Board President Cheryl Hansen stated MDUSD Maintenance Supervisor Jeff McDonald was present at this meeting and he is now aware of the problem; she also wanted to bring this to the attention of School District staff member Tim Cody, who was in the audience.

Councilmember Pierce added this public trail is frequently used to gain access to downtown Clayton and its condition has become problematic because of the erosion, debris and sandy soil that washes down on the trail. Hopefully it can be addressed and repaired in an expeditiously inexpensive manner and figure out funds to make the repairs.

MDUSD Board President Cheryl Hansen agreed to have its staff work with the City staff on identifying the issues, acknowledging it is a joint problem and the safety of those using the trail is a top priority.

Vice Mayor Geller requested the two Maintenance Departments meet as soon as possible to work together on a solution to avoid any further damage to trail, slope and Clayton Road; it is an important arterial and cannot have closures or delays due to soil slippage.

Superintendent Meyer stated MDUSD Maintenance Supervisor Jeff McDonald will contact City Maintenance Supervisor John Johnson to collaborate on a joint solution of the storm water drainage in the next day or two.

- Discuss/feedback on recent Mt. Diablo Elementary modified school traffic circulation changes; and promoting/encouraging the concept of chaperoned "walking school buses" to help mitigate congestion at MDE campus (coordinated through PFC):

Vice Mayor Geller advised the area street configuration along with the school's location is surrounded by residential properties and has always been an area of concern and a priority for the City to make it work better. The Mt. Diablo Elementary School modified traffic circulation was recently done by the City in collaboration with the school to improve the safety of the children, and the question is has it helped?

Councilmember Pierce advised the City worked with the Central Contra Costa County Transportation (TRANSPAC) and received grant funds to install new signage and pavement striping through the 511 Contra Costa Street Smarts program for the re-configuration. The Central Contra Costa Transportation Authority further suggested more kids walking to school or using a school "walking pool" to help eliminate the traffic problem; noting ½ mile is considered a walkable distance. It can provide an opportunity for parents in the neighborhood to get to know each other walking kids to and from school safely or assistance can be provided by the Parent Faculty Club. 511 Contra Costa Street Smarts Program can be beneficial districtwide to students.

Principal Irene Keenan provided feedback the traffic circulation re-configuration around the school has improved. Ms. Keenan likes the idea of the "Walking School Bus" and will encourage the parents and students to participate in such program at Mt. Diablo Elementary School.

Councilmember Pierce added parents are parking further up Mitchell Canyon Road and Tiffin Drive to walk their children to school which is diverting some of the traffic off Pine Hollow. Police Chief Chris Thorsen stated his observation is traffic is backed up over one block in one direction and some drivers will attempt to pass the line in the opposing traffic lane. Driver/parent education outreach and police presence, as resources allow, will try to address this situation. Driver/parent education could be done by the school through their email list to parents.

MDUSD Board President Cheryl Hansen acknowledged this idea of circulation improvement was brought up at the last year's special Joint Meeting. Mt. Diablo Elementary is uniquely situated and a challenge in terms of options for improvement with limited parking and its somewhat narrow roads. Mrs. Hansen asked if the re-striping changes were completed?

Councilmember Pierce advised the re-striping changes and the turn configuration were completed and have made a big difference. The parent drivers have become savvy getting or avoiding the backup which has dispersed or spread the traffic further into the surrounding neighborhoods. She further noted the modified school circulation has helped with the afternoon traffic issues; additional assistance is still needed by having students walk or ride their bikes to school. She has spoken with the Police Chief about the safety of the kids riding their bikes to school; she added the 511 Contra Costa Street Smarts Program may be able to fund bike lockers on campus similar to the bike lockers on the Diablo View Middle School campus.

MDUSD Board Vice President Debra Mason mentioned her familiarity with the 511 Contra Costa Street Smarts Program and the "Walking School Bus" program; it has worked with some of the PTAs in surrounding communities, and she supports it.

Councilmember Haydon added addressing the drainage issue to the public trail (stretching from the school to Oak Street in downtown Clayton) may encourage its better use, especially in rainy weather. That in turn may encourage more parents to drop off and pick up their kids in the downtown where there are better streets and parking, which could help traffic issues immediately surrounding the school.

MDUSD Board President Cheryl Hansen added this is a good opportunity to expand the 511 Contra Costa Street Smarts Program throughout the district; she is supportive of improvements that were made to the striping and drop-off at Mt. Diablo Elementary School; although not perfect or ideal it seems to be working better than previous.

Jackie Travers a staff member at Highland's Elementary School in Concord, has also experienced problems with traffic at drop off and pick up times. She believes Highland's Elementary could benefit from the same measures that Mt. Diablo Elementary has pursued with the addition of crossing guards, walking school bus, and assistance from the Parent Faculty Club and Parent Teacher Association. Ms. Travers has also seen a benefit in reconfiguration of the traffic flow to and from the campus.

Councilmember Pierce advised the Mt. Diablo Elementary site did not have any extra space to work with and the reconfiguration of the traffic flow was the only solution that could be reasonably established, and it has helped. Ms. Pierce advised she will have 511 Contra Costa contact Highland's Elementary School for assistance.

- Discuss/share the prospect of paid after-school programs at Diablo View Middle School. City community recreation contractor in Gym has capacity to provide programs if students/parents have interest:

Vice Mayor Geller advised Casey Copeland from All Out Sports League (AOSL) has approached the City indicating he has the capacity and interest in coordinating after school program activities for the students of Diablo View Middle School.

Principal Patti Bannister noted she has not been approached by Mr. Copeland regarding a collaboration of after school program activities and she welcomes the conversation.

Councilmember Pierce added that Mr. Copeland, when he first started at the Gym, initiated tutoring and some after-school programs. Mr. Copeland has expressed to the City that he thinks these could be successful with the collaboration of the school and is hoping to coordinate with the school to fill a need that would be helpful for everybody. Since he already runs the recreation programs after school at Clayton Community Gym he can easily establish and run both after school and recreation programs.

MDUSD Board Trustee Brian Lawrence advised such conversation should start with the site principals whom, along with Superintendent Dr. Nellie Meyer, have the ability to implement new programs at their campus.

Willie Mims (NAACP East County, Education Chair) introduced himself and understood that programs would go through the School District first before programs would be implemented at the individual school sites. Typically, school districts have their own after school programs before going through a private vendor.

Vice Mayor Geller commented after school program and activities have had their own programs, although they were not run through City staff. He also confirmed the individual school principals do have control at the local level and the Mt. Diablo School District board would oversee any district-wide programming.

Councilmember Pierce added technically, after school gets out daily the Clayton Community Gym becomes a City facility resulting in a City activities program offered after school hours and weekends; the City would like to collaborate with the school to have programs that can work for them.

- Measure C Facilities update for Mt. Diablo Elementary, Diablo View Middle, and Clayton Valley Charter High School:

Vice Mayor Geller requested a facilities update on current and proposed projects for Mt. Diablo Elementary, Diablo View Middle and/or Clayton Valley Charter High School made possible by Measure C facilities bond act passed June 8<sup>th</sup>, 2010 in the amount

of \$348 million dollars with the purpose of enhancing the education of our students now and well into the future.

MDUSD Board President Cheryl Hansen invited staff member Timothy Cody, who oversees the Measure C bond program, to provide an update.

Mt. Diablo Unified School District staff member Timothy Cody presented a power point slide show illustrating the updates at the school sites located in the city of Clayton. Mt Diablo Elementary replaced portables with permanent new buildings; Diablo View Middle School built a new Science building; and Clayton Valley Charter High School had a new concession stand and science facilities completed. Mr. Cody stated the upcoming projects include a modernization effort to ensure the schools are ready to perform the statewide electronic computer testing; meet ADA and new standards related to various state safety mandates such as window and door caulk removal and replacement. The remaining balance is being distributed district wide for technology in the classrooms at \$185 per student; Mt. Diablo Elementary will receive approximately \$150,000; Diablo View Middle School \$120,000; and Clayton Valley Charter High School \$308,000. Mr. Cody advised the largest facilities project coming up is classroom modernization.

Councilmember Diaz asked about the energy savings the School District has seen to date as a result of the installation of solar panels at parking structures. Mr. Cody advised overall the Mt. Diablo School District has seen a cumulative savings of \$3.3 million dollars after the third year since the installation occurred.

Councilmember Pierce inquired on the initial upfront costs the Mt. Diablo School District needed for solar panel installation. Mr. Cody advised the capital cost was approximately \$68 million dollars which will take approximately 20 years for cost recovery.

Councilmember Haydon asked about the allocation of approximately \$185 per student and how many years are left in Measure C facility funds. Mr. Cody advised the Measure C facility funds are available for three to four more years.

MDUSD Board President Cheryl Hansen advised future Measure C facility projects are expected to come to the Mt. Diablo School Board in spring 2015 with a budget remaining of approximately \$77 million dollars.

Riley Travers, Clayton Valley Charter High School student, had questions about the Measure C funds and how they are supposed to be used. She advised at CV Charter the women's restrooms and showers are not maintained, especially at the upstairs stage location, which prevents students from using them. Ms. Travers also advised there are not enough student lockers resulting in multiple students sharing, and she inquired on the status of installation of a swimming pool and a stage. She was further concerned with the placement of the new concession stand in front of the old women's showers that have not been used in years.

MDUSD Board President Cheryl Hansen advised the Mt. Diablo School District owns the school buildings and the grounds they were built on; however, Clayton Valley Charter oversees the property maintenance including the showers and lockers. The pool that was discussed prior to the opening of the Charter school was not written into the Measure C funding plan.

MDUSD Board Trustee Brian Lawrence added the Measure C funding requests were driven by individual school sites; pool and performance stages were not included. The Clayton Valley High School main site-selected projects included the all-weather track, all-weather field and stadium lights as well as some other smaller items.

MDUSD Board President Cheryl Hansen advised Measure C funds are used to ensure school sites are more habitable for students; some improvements were identified by each campus while others were made district wide.

Misha Safran has been teaching in the Mt. Diablo Unified School District and suggested since Clayton Valley Charter High School is renting the facility, perhaps a re-work of the priority list should focus more on sanitation, health and student safety.

MDUSD Board President Cheryl Hansen encourages parents and students to contact Mr. Cody and Mr. Jeff McDonald regarding their concerns, as it is the tenant's responsibility for maintenance. The School District is responsible for the physical planning and modernization renovation.

MDUSD Superintendent Dr. Nellie Meyer stated the original list of improvements needed at the campuses was identified, and that list was publicized when voters voted on the Bond Measure; the first priorities were on American Disabilities Act compliance.

MDUSD Board Trustee Brian Lawrence advised meetings were set for community feedback on various improvements prior to going to the voters; he thanked Ms. Safran for the feedback.

MDUSD Board President Cheryl Hansen clarified the Mt. Diablo Unified School District is responsible for the physical campus planning while the individual sites are responsible for the day-to-day maintenance within the campus.

Matt Hill advised sanitation is a huge area of concern. The prior Snack Shack at Clayton Valley Charter High School was shut down by the Contra Costa County Health Department which affected a large number of people at the time. Restroom facilities are awful. It was easier for school Maintenance Department personnel to repair lockers and showers first. Recent improvements have made a positive impact to the campus.

MDUSD Board President Cheryl Hansen noted both Mt. Diablo Unified School District and taxpayers paid for Measure C funding and priorities were set at the time voters voted on the Measure C.

Willie Mims (NAACP East County, Education Chair) expressed Mt. Diablo School District has responsibility to maintain school facilities but Clayton Valley Charter High School is an independent charter which diverted much of the maintenance and oversight responsibility from Mt. Diablo School Unified District.

Jackie Travers, parent and staff member in Mt. Diablo Unified School District, saw a decrease in Measure C funding for arts programs and money back into buildings and classrooms. We are here to educate the children and send them out into the world as the most rounded intelligent people; money needs to be put back into the buildings, not the football field.

Board President Hansen stated Measure C funds by law can only be used on building and grounds improvements, not for education programs or classroom instruction. The fund's uses are limited to the items that were provided to the voters as part of the Measure C election voting process.

Councilmember Diaz clarified the School District contacts as Mr. Cody about Measure C Capital Improvements and confirmed Jeff McDonald as the Executive Director of Operations at Mt. Diablo Unified School District.

- Share information/feedback regarding Clayton Valley Charter High School relationship:

Vice Mayor Geller advised this was an item suggested by Mayor Shuey and unfortunately he was unable to be in attendance this evening.

Councilmember Pierce noted Clayton City Councilmembers were very active and supportive in the formation of the Charter High School and remains in support; however, it is not to taking sides on the recent issues. The goal is to see the kids prosper and it is not fair to bring the Mt Diablo Unified School Board into the issues, as it is no longer the controlling governing body of that school campus; it is the Charter High governing board which is a separate and different body from the School Board which is present tonight. Councilmember Pierce clarified it is her personal opinion when it was expressed or written in the press; what she says does not represent the position of the Clayton City Council. She also noted what is in the press or posted in blogs by others is not always a correct statement of her comments.

Allison Snow expressed her dissatisfaction with prior comments made by Clayton Councilmembers that she has seen in media, blogs or heard at the Charter Governing Board meeting, supporting the Charter Executive Director and Charter Board. She stated her concern of Clayton Valley Charter High School losing the initial collaborative model in which it was founded, and the Charter governing board does not provide financial budget line item details. Ms. Snow would like the City Council to rethink their individual positions supporting Mr. Linzey and the Charter governing board.

Misha Safran is a teacher at Northgate High School and was on the committee to form the Clayton Valley Charter High School. She is now concerned with teachers leaving the school.

Laurie Arbour is a teacher at Clayton Valley Charter High School. She expressed her concern of teachers leaving the school and Pat Middendorf terminated without cause.

Matt Hill is involved with the Mt. Diablo School District and was disappointed when teachers left the school; not one Charter Governing Board member asked why they left or contacted any of the teachers. He also stated his concern of the Title 9 issues which are still occurring at CV Charter School, and the legal costs the CV Charter will have due to recent investigations by the Contra Costa County Board of Education.

Matt Mazzei stated his concern over a preliminary proposal of a new or affiliated Charter Arts Academy financial plan to use a revolving loan from the Charter. He supported the Charter but not the current leadership of the Charter.

Sharon DeGener stated her 6<sup>th</sup> grader will not attend Clayton Valley Charter due to its current leadership. She understood that credentialed teachers left mid-year, and a qualified teacher was offered a tech job instead of teaching position.

Walter Rike noted his concern is campus safety for female students. He wants an explanation of what he stated were six individual female students being inappropriately assaulted by adult male employee on campus. He wants to know why no investigation by the District Attorney.

Jim Middendorf shared his concerns about Clayton Valley Little League being forced off Clayton Valley Charter High School fields; concerns of the current campus leadership and the teachers leaving; proposals to add students and grow the campus, which is not what others wanted and not what the Charter was originally envisioned. He stated the teachers at the campus had a "Vote of No Confidence" in the Executive Director and teachers left because they did not like the leadership. The Executive Director received a 20% raise and now wants to hire a principal, another executive, yet the teachers who do the education only got a 3% raise.

Chris O'Connell was in the first graduating class at Clayton Valley Charter High School. His concerns included teachers leaving due to health issues, such as stress from the work environment. He was accepted to Sacramento State and has great grades because of teachers at Clayton Valley Charter High School. Need to support the current teachers and those that left, and keep teachers from leaving; concern that Mr. Linzey shoves teachers out and the newer teachers are easier to manipulate by him.

Willie Mims expressed his concern about the leadership controversy at Clayton Valley Charter High School and campus safety for the students. He is concerned with the comment made regarding assault on students by a school employee; an educator's job is to protect students; someone needs to hold the adults accountable. He wants the California State Attorney General, the District Attorney, and the County Board of Education to investigate the Charter School; there is dysfunction in school leadership and something has to be done, something is wrong. He opposed the Charter School, but thought at the beginning it was going good until the recent controversy.

Bud Beamer stated he supports the local elected officials' comments but it should be as individuals, not with their elected titles. He appreciated Councilmember Pierce's statement that it is about students and everyone needs to focus on the students.

Riley Travers thanked everyone for listening. Students are asked to go to board meetings but are afraid to speak out for fear of losing funds for their CV Charter school clubs.

Jackie Travers stated she is a supporter of special needs programs and concerned the Charter School does not support special needs students. The special needs parents have reached out to Mr. Linzey but receive no response. They will next go to the State Board of Education about their concerns.

Bridget Billeter shared concerns the Charter School does not have an independent audit; the County Office of Education needs investigation of the Charter financial books and the lack of open transparency in the Governing Board selection process. She stated that Bud Beamer, a candidate for the Charter Governing Board, was

disqualified to serve on board; the Governing Board members should have known Mr. Beemer's conflict to serve in advance of the process.

MDUSD Board Trustee Brain Lawrence stated the School District Board of Trustees has no oversight over the operation of Clayton Valley Charter High School. He was not on the School District Board when the Charter conversion happened and the whole situation became divisive. He believes the School District is more responsive or at least better today and that some in the public were and are hoping Clayton Valley Charter will fail. He has lots of concerns about the direction of Charter, is extremely concerned about the comments yet the focus needs to be to improve the education and teaching and school environment of the children.

MDUSD Board President Cheryl Hansen stated the School District Board tried to get the former superintendent to collaborate when the Charter was first proposed. The former superintendent refused repeatedly, and ultimately the School District Board now has a new Superintendent, Dr. Nellie Meyer. President Hansen stated she voted to approve the Charter at the local School District level but was out voted. She stated that if it had been approved by this School District, then this School District would have been the compliance or overseer role and perhaps we would not have the discord that exists today. She felt the situation was heartbreaking and hoped that all can be a voice to help heal the community that is being devastated by this harmful discord, and have it rectified quickly.

Councilmember Pierce agrees big problems in tearing everything apart and starting from scratch to collaborate and cooperate. Initially the Charter Board unanimously voted for its current executive director. She rarely hears from those who agree with the Charter board; inexperienced poor guidance from the administration, focused on students and teachers working hard. Both sides of story misrepresented in blogs and in press - not good. The Clayton City Council cares; good schools mean a tremendous amount to communities and cities; need to fight for Charter, should collaborate.

Councilmember Haydon said he is new to Clayton City Council since the Charter School was formed; however he has been following the issues. He clarified the Clayton City Council is not above the Mt. Diablo Unified School District; the purpose of tonight's meeting is to work together on common issues for the betterment of the Clayton community. The focus needs to be on common issues; goals and issues need to be identified and addressed before working on a positive solution.

Laurie Arbour provided Councilmember Haydon the Stakeholders for Transparency meeting packet.

MDUSD Board Vice President Debra Mason commented everyone has a right to come forward to speak their mind and demand what they want for their kids. She encourages everyone to Do the Right Thing to ensure students receive the education they deserve.

Vice Mayor Geller asked if there were any other topics that need to be discussed tonight or any future topics?

MDUSD Board President Cheryl Hansen suggested joint meetings more than once a year.

Vice Mayor Geller added that a future agenda should cover the successes and the short comings of Common Core.

Vice Mayor Geller suggested a physical education class of students learning – playing bocce ball could be established since the Elementary School is nearby the new Bocce Court Center in downtown Clayton.

MDUSD Board Trustee Brain Lawrence liked the idea of nearby students learning bocce ball.

Vice Mayor Geller confirmed mutual staff will contact each other to address issues that were discussed tonight.

MDUSD Board Trustee Linda Mayo invited the community to the Pleasant Hill Library for a presentation on Common Core occurring in March.

Vice Mayor Geller requested an email be sent with more information regarding the Common Core presentation at Pleasant Hill Library.

Vice Mayor Geller and Board President Hansen thanked everyone for attending and stated that general guidance to respective staff as appropriate was provided and that no formal action was taken on any agenda items.

6. **ADJOURNMENT**– on calls by Vice Mayor Geller and Board President Hansen the joint meeting adjourned at 9:35 p.m.

The next regularly scheduled City Council meeting is on February 17, 2015. The next regularly scheduled Mt. Diablo Unified School District Board of Education meeting is February 23, 2015.

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Respectfully submitted,

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Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

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David T. Shuey, Mayor



Agenda Date 4/7/2015

Agenda Item: 3b

Approved:   
Gary A. Napper  
City Manager

# STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: Kevin Mizuno, FINANCE MANAGER  
DATE: 4/7/2015  
SUBJECT: FINANCIAL OBLIGATIONS

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## RECOMMENDATION:

Approve the following Invoices:

4/3/2015 Cash Requirements	\$217,802.77
3/17/2015 Payroll, PPE 3/15/15, Pay 3/18/15	\$ 79,499.50
3/31/2015 Payroll, PPE 3/29/15, Pay 3/31/15	\$ 79,250.58

Total \$376,552.85

### Attachments:

Cash Requirements Report dated 4/3/2015 (6 pages)  
ADP Report Week 12, PPE 03/15/15 (1 page)  
ADP Report Week 14, PPE 03/29/15 (1 page)

## City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Ace Sierra Tow</b>								
Ace Sierra Tow	4/7/2015	3/27/2015	3734	tow service, #51414, 51088	\$50.00	\$0.00		\$50.00
				<i>Totals for Ace Sierra Tow:</i>	<u>\$50.00</u>	<u>\$0.00</u>		<u>\$50.00</u>
<b>All City Management Services, Inc.</b>								
All City Management Services, Inc.	4/7/2015	3/27/2015	38330	school crossing guard services 2/15/15-2/28/15	\$458.19	\$0.00		\$458.19
All City Management Services, Inc.	4/7/2015	4/3/2015	38540	school crossing guard services 3/1/15-3/14/15	\$458.19	\$0.00		\$458.19
				<i>Totals for All City Management Services, Inc.:</i>	<u>\$916.38</u>	<u>\$0.00</u>		<u>\$916.38</u>
<b>American Fidelity Assurance Company</b>								
American Fidelity Assurance Company	4/7/2015	3/27/2015	1183549A	March FSA	\$610.00	\$0.00		\$610.00
American Fidelity Assurance Company	4/7/2015	3/27/2015	B285233	April Supplemental Insurance	\$257.54	\$0.00		\$257.54
				<i>Totals for American Fidelity Assurance Company:</i>	<u>\$867.54</u>	<u>\$0.00</u>		<u>\$867.54</u>
<b>AT&amp;T/ CalNet 2</b>								
AT&T/ CalNet 2	4/7/2015	4/1/2015	6397676	stmt ending 3/2/15	\$1,588.01	\$0.00		\$1,588.01
				<i>Totals for AT&amp;T/ CalNet 2:</i>	<u>\$1,588.01</u>	<u>\$0.00</u>		<u>\$1,588.01</u>
<b>Best Best &amp; Kreiger LLP</b>								
Best Best & Kreiger LLP	4/7/2015	3/27/2015	744430	general retainer for February 2015	\$8,000.00	\$0.00		\$8,000.00
Best Best & Kreiger LLP	4/7/2015	3/27/2015	744426	services for February 2015	\$5,398.99	\$0.00		\$5,398.99
Best Best & Kreiger LLP	4/7/2015	3/27/2015	744427	services for February 2015	\$880.00	\$0.00		\$880.00
Best Best & Kreiger LLP	4/7/2015	3/27/2015	744428	services for February 2015 - Successor Agency	\$1,773.90	\$0.00		\$1,773.90
				<i>Totals for Best Best &amp; Kreiger LLP:</i>	<u>\$16,052.89</u>	<u>\$0.00</u>		<u>\$16,052.89</u>
<b>CalPERS Health</b>								
CalPERS Health	4/7/2015	4/1/2015	1699	April Health Premiums	\$34,077.14	\$0.00		\$34,077.14
				<i>Totals for CalPERS Health:</i>	<u>\$34,077.14</u>	<u>\$0.00</u>		<u>\$34,077.14</u>
<b>CalPERS Retirement</b>								
CalPERS Retirement	4/7/2015	3/27/2015	3/24/15	City Council Retirement ending 3/24/15	\$286.29	\$0.00		\$286.29
CalPERS Retirement	4/7/2015	3/27/2015	PPE 3/15/15	retirement PPE 3/15/15	\$20,983.36	\$0.00		\$20,983.36
CalPERS Retirement	4/7/2015	3/30/2015	PPE 3/29/15	Retirement PPE 3/29/15	\$20,970.49	\$0.00		\$20,970.49
				<i>Totals for CalPERS Retirement:</i>	<u>\$42,240.14</u>	<u>\$0.00</u>		<u>\$42,240.14</u>
<b>Caltronics Business Systems, Inc</b>								
Caltronics Business Systems, Inc	4/7/2015	3/27/2015	1739749	contract 2/17/15-3/16/15	\$344.52	\$0.00		\$344.52
				<i>Totals for Caltronics Business Systems, Inc:</i>	<u>\$344.52</u>	<u>\$0.00</u>		<u>\$344.52</u>
<b>CCWD</b>								
CCWD	4/7/2015	3/27/2015	I Series	water service 1/9/15-3/11/15	\$12,740.13	\$0.00		\$12,740.13
				<i>Totals for CCWD:</i>	<u>\$12,740.13</u>	<u>\$0.00</u>		<u>\$12,740.13</u>
<b>CEP America</b>								
CEP America	4/7/2015	3/27/2015	26738	deposit refund for Endeavor Hall 10/25/14	\$500.00	\$0.00		\$500.00
				<i>Totals for CEP America:</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>

## 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
<b>City of Concord</b>								
City of Concord	4/7/2015	3/27/2015	44367	Dispatch and Router Billing for February 201	\$14,165.00	\$0.00		\$14,165.00
City of Concord	4/7/2015	4/1/2015	44656	Shuey Business Cards	\$97.21	\$0.00		\$97.21
<i>Totals for City of Concord:</i>					<i>\$14,262.21</i>	<i>\$0.00</i>		<i>\$14,262.21</i>
<b>Clayton Pioneer</b>								
Clayton Pioneer	4/7/2015	4/1/2015	1309887	Concerts in the Grove 2015 Inserts	\$480.00	\$0.00		\$480.00
<i>Totals for Clayton Pioneer:</i>					<i>\$480.00</i>	<i>\$0.00</i>		<i>\$480.00</i>
<b>Concord Garden Equipment</b>								
Concord Garden Equipment	4/7/2015	4/1/2015	494663	Parts	\$433.72	\$0.00		\$433.72
Concord Garden Equipment	4/7/2015	4/1/2015	486223	Parts	\$11.46	\$0.00		\$11.46
Concord Garden Equipment	4/7/2015	4/1/2015	501665	Work Order # 79977	\$260.22	\$0.00		\$260.22
Concord Garden Equipment	4/7/2015	4/1/2015	501666	Work Order # 79978	\$101.02	\$0.00		\$101.02
<i>Totals for Concord Garden Equipment:</i>					<i>\$806.42</i>	<i>\$0.00</i>		<i>\$806.42</i>
<b>Contra Costa County Library</b>								
Contra Costa County Library	4/7/2015	3/27/2015	Q2 FY 14-15	extra hours for the period 7/1/14-9/30/14	\$4,234.70	\$0.00		\$4,234.70
<i>Totals for Contra Costa County Library:</i>					<i>\$4,234.70</i>	<i>\$0.00</i>		<i>\$4,234.70</i>
<b>Contra Costa County Sheriff - Forensic Svc Div (Lab)</b>								
Contra Costa County Sheriff - Forensic S	4/7/2015	3/27/2015	CLPD-1501	alcohol tests January 2015	\$200.00	\$0.00		\$200.00
Contra Costa County Sheriff - Forensic S	4/7/2015	4/3/2015	CLPD-1502	toxicology February 2015	\$780.00	\$0.00		\$780.00
<i>Totals for Contra Costa County Sheriff - Forensic Svc Div (Lab):</i>					<i>\$980.00</i>	<i>\$0.00</i>		<i>\$980.00</i>
<b>Contra Costa County Sheriff (Fugitive Unit/Extraditions)</b>								
Contra Costa County Sheriff (Fugitive U	4/7/2015	3/27/2015	14-19459	Rendition - Michigan, Clayton PD Report 14	\$350.00	\$0.00		\$350.00
<i>Totals for Contra Costa County Sheriff (Fugitive Unit/Extraditions):</i>					<i>\$350.00</i>	<i>\$0.00</i>		<i>\$350.00</i>
<b>Contra Costa County Sheriff-Coroner (CLETS)</b>								
Contra Costa County Sheriff-Coroner (	4/7/2015	4/3/2015	CL13/14	CLETS 13/14 Annual Fee - software/hardw	\$805.35	\$0.00		\$805.35
<i>Totals for Contra Costa County Sheriff-Coroner (CLETS):</i>					<i>\$805.35</i>	<i>\$0.00</i>		<i>\$805.35</i>
<b>Contra Costa Transportation Authority</b>								
Contra Costa Transportation Authority	4/7/2015	4/3/2015	OCP18b & c	Prop 111 FY 13/14	\$750.00	\$0.00		\$750.00
<i>Totals for Contra Costa Transportation Authority:</i>					<i>\$750.00</i>	<i>\$0.00</i>		<i>\$750.00</i>
<b>Crop Production Svcs</b>								
Crop Production Svcs	4/7/2015	4/1/2015	26218483	Order # 3501362	\$585.90	\$0.00		\$585.90
<i>Totals for Crop Production Svcs:</i>					<i>\$585.90</i>	<i>\$0.00</i>		<i>\$585.90</i>
<b>CSAC Excess Insurance Authority</b>								
CSAC Excess Insurance Authority	4/7/2015	3/27/2015	15401255	EAP April to June 2015, 27 Employees	\$324.00	\$0.00		\$324.00
<i>Totals for CSAC Excess Insurance Authority:</i>					<i>\$324.00</i>	<i>\$0.00</i>		<i>\$324.00</i>
<b>CVCHS</b>								
CVCHS	4/7/2015	3/27/2015	2538	deposit ref: nference room 3/11/15	\$200.00	\$0.00		\$200.00

## 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 CVCHS:</i>					\$200.00	\$0.00		\$200.00
<b>De Lage Landen Financial Services, Inc.</b>								
De Lage Landen Financial Services, Inc.	4/7/2015	3/27/2015	44987357	contract for April 2015	\$342.17	\$0.00		\$342.17
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					\$342.17	\$0.00		\$342.17
<b>Globalstar LLC</b>								
Globalstar LLC	4/7/2015	4/3/2015	1000000006318717	service 2/16/15-3/15/15	\$54.99	\$0.00		\$54.99
<i>Totals for Globalstar LLC:</i>					\$54.99	\$0.00		\$54.99
<b>Hammons Supply Company</b>								
Hammons Supply Company	4/7/2015	4/1/2015	87778	CCP Supplies	\$279.30	\$0.00		\$279.30
Hammons Supply Company	4/7/2015	4/1/2015	87777	City Hall Supplies	\$539.59	\$0.00		\$539.59
<i>Totals for Hammons Supply Company:</i>					\$818.89	\$0.00		\$818.89
<b>Health Care Dental Trust</b>								
Health Care Dental Trust	4/7/2015	4/1/2015	190837	May Dental Insurance	\$2,954.88	\$0.00		\$2,954.88
<i>Totals for Health Care Dental Trust:</i>					\$2,954.88	\$0.00		\$2,954.88
<b>Catherine Hurt</b>								
Catherine Hurt	4/7/2015	3/27/2015	26738	deposit rental for Endeavor Hall 10/25/14	\$500.00	\$0.00		\$500.00
<i>Totals for Catherine Hurt:</i>					\$500.00	\$0.00		\$500.00
<b>J &amp; R Floor Services</b>								
J & R Floor Services	4/7/2015	3/27/2015	three (2015)	March Billing	\$4,910.00	\$0.00		\$4,910.00
<i>Totals for J &amp; R Floor Services:</i>					\$4,910.00	\$0.00		\$4,910.00
<b>John Deere Landscapes Inc</b>								
John Deere Landscapes Inc	4/7/2015	4/1/2015	70967086	Order # 79508105	\$289.75	\$0.00		\$289.75
John Deere Landscapes Inc	4/7/2015	4/1/2015	70966966	Order # 79279203	\$39.07	\$0.00		\$39.07
<i>Totals for John Deere Landscapes Inc:</i>					\$328.82	\$0.00		\$328.82
<b>Arlene Kikkawa-Nielsen</b>								
Arlene Kikkawa-Nielsen	4/7/2015	4/1/2015	April 2015	Library Volunteer Coordinator Hours for April	\$900.00	\$0.00		\$900.00
<i>Totals for Arlene Kikkawa-Nielsen:</i>					\$900.00	\$0.00		\$900.00
<b>LarryLogic Productions</b>								
LarryLogic Productions	4/7/2015	3/27/2015	1490	City Council Meeting 3/17/15	\$325.00	\$0.00		\$325.00
<i>Totals for LarryLogic Productions:</i>					\$325.00	\$0.00		\$325.00
<b>Legal Defense Fund</b>								
Legal Defense Fund	4/7/2015	3/27/2015	128980	qrtrly dues 4/1/15	\$13.50	\$0.00		\$13.50
<i>Totals for Legal Defense Fund:</i>					\$13.50	\$0.00		\$13.50
<b>Lexipol LLC</b>								
Lexipol LLC	4/7/2015	3/27/2015	13159	DTB Subscription 4/1/15-11/30/15	\$1,333.33	\$0.00		\$1,333.33
<i>Totals for Lexipol LLC:</i>					\$1,333.33	\$0.00		\$1,333.33

## 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
<b>Marken Mechanical Services Inc</b>								
Marken Mechanical Services Inc	4/7/2015	4/1/2015	415-1151-3	City Hall Maintenance for March 2015	\$150.00	\$0.00		\$150.00
Marken Mechanical Services Inc	4/7/2015	4/1/2015	415-1152-3	Library Maintenance for March 2015	\$150.00	\$0.00		\$150.00
<i>Totals for Marken Mechanical Services Inc:</i>					<u>\$300.00</u>	<u>\$0.00</u>		<u>\$300.00</u>
<b>MPA</b>								
MPA	4/7/2015	4/1/2015	April 2015	LTD/Life April 2015	\$1,480.28	\$0.00		\$1,480.28
<i>Totals for MPA:</i>					<u>\$1,480.28</u>	<u>\$0.00</u>		<u>\$1,480.28</u>
<b>Munimetrix Systems Corp</b>								
Munimetrix Systems Corp	4/7/2015	4/1/2015	1504014	Image Flow Software Support 4/19/15-4/18/1	\$1,579.00	\$0.00		\$1,579.00
<i>Totals for Munimetrix Systems Corp:</i>					<u>\$1,579.00</u>	<u>\$0.00</u>		<u>\$1,579.00</u>
<b>NBS Govt. Finance Group</b>								
NBS Govt. Finance Group	4/7/2015	3/27/2015	115000323	Qtrly Admin Fees 4/1/15-6/30/15	\$5,217.52	\$0.00		\$5,217.52
<i>Totals for NBS Govt. Finance Group:</i>					<u>\$5,217.52</u>	<u>\$0.00</u>		<u>\$5,217.52</u>
<b>Neopost (add postage)</b>								
Neopost (add postage)	4/7/2015	4/1/2015	4/1/15	Postage Added to Machine	\$300.00	\$0.00		\$300.00
<i>Totals for Neopost (add postage):</i>					<u>\$300.00</u>	<u>\$0.00</u>		<u>\$300.00</u>
<b>NORCAL printing, inc.</b>								
NORCAL printing, inc.	4/7/2015	4/1/2015	29754	Kid's Guide to Backyard Bugs	\$367.62	\$0.00		\$367.62
<i>Totals for NORCAL printing, inc.:</i>					<u>\$367.62</u>	<u>\$0.00</u>		<u>\$367.62</u>
<b>Pacific Telemanagement Svc</b>								
Pacific Telemanagement Svc	4/7/2015	3/27/2015	736228	pay phone for April 2015	\$73.00	\$0.00		\$73.00
<i>Totals for Pacific Telemanagement Svc:</i>					<u>\$73.00</u>	<u>\$0.00</u>		<u>\$73.00</u>
<b>Peace Officers Research Assoc of CA</b>								
Peace Officers Research Assoc of CA	4/7/2015	3/27/2015	115010	qtrly dues 4/1/15	\$10.00	\$0.00		\$10.00
<i>Totals for Peace Officers Research Assoc of CA:</i>					<u>\$10.00</u>	<u>\$0.00</u>		<u>\$10.00</u>
<b>PERMCO, Inc.</b>								
PERMCO, Inc.	4/7/2015	4/1/2015	10350	Engineering Services 3/7/15-3/27/15	\$7,620.00	\$0.00		\$7,620.00
PERMCO, Inc.	4/7/2015	4/1/2015	10351	CAP Inspection 3/7/15-3/27/15	\$41.50	\$0.00		\$41.50
PERMCO, Inc.	4/7/2015	4/1/2015	10352	SSMP Review Web User Guide	\$549.00	\$0.00		\$549.00
PERMCO, Inc.	4/7/2015	4/1/2015	10353	Prep Plans/Bid Pkg	\$10,208.88	\$0.00		\$10,208.88
PERMCO, Inc.	4/7/2015	4/1/2015	10354	Review/Discuss w/Staff/PG&E	\$1,425.00	\$0.00		\$1,425.00
<i>Totals for PERMCO, Inc.:</i>					<u>\$19,844.38</u>	<u>\$0.00</u>		<u>\$19,844.38</u>
<b>PG&amp;E</b>								
PG&E	4/7/2015	3/27/2015	3/18/15	service 2/17/15-3/17/15	\$17,296.09	\$0.00		\$17,296.09
PG&E	4/7/2015	3/27/2015	3/25/15	service 2/24/15-3/24/15	\$2,879.81	\$0.00		\$2,879.81
PG&E	4/7/2015	4/1/2015	3/24/15	service 2/23/15-3/23/15	\$10.47	\$0.00		\$10.47
<i>Totals for PG&amp;E:</i>					<u>\$20,186.37</u>	<u>\$0.00</u>		<u>\$20,186.37</u>

## 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
<b>Riso Products of Sacramento</b>								
Riso Products of Sacramento	4/7/2015	4/3/2015	139392	contract 3/18/15-4/17/15	\$94.86	\$0.00		\$94.86
<i>Totals for Riso Products of Sacramento:</i>					<i>\$94.86</i>	<i>\$0.00</i>		<i>\$94.86</i>
<b>Melissa Roach</b>								
Melissa Roach	4/7/2015	4/1/2015	CCP refund	Refund for CCP Usage	\$170.00	\$0.00		\$170.00
<i>Totals for Melissa Roach:</i>					<i>\$170.00</i>	<i>\$0.00</i>		<i>\$170.00</i>
<b>Paulette Rose</b>								
Paulette Rose	4/7/2015	4/1/2015	26498	Deposit Refund for Endeavor Hall Usage 2/2	\$500.00	\$0.00		\$500.00
<i>Totals for Paulette Rose:</i>					<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
<b>Roto-Rooter Sewer/Drain Service</b>								
Roto-Rooter Sewer/Drain Service	4/7/2015	4/1/2015	C-928-15	Work Order # C370126	\$315.00	\$0.00		\$315.00
Roto-Rooter Sewer/Drain Service	4/7/2015	4/1/2015	C-800-15	Work Order # C368139	\$410.82	\$0.00		\$410.82
Roto-Rooter Sewer/Drain Service	4/7/2015	4/1/2015	C285-15	Work Order # C369067	\$399.50	\$0.00		\$399.50
<i>Totals for Roto-Rooter Sewer/Drain Service:</i>					<i>\$1,125.32</i>	<i>\$0.00</i>		<i>\$1,125.32</i>
<b>Sprint Comm (PD)</b>								
Sprint Comm (PD)	4/7/2015	3/27/2015	703335311-159	Phone service 1/26/15-2/25/15	\$267.25	\$0.00		\$267.25
Sprint Comm (PD)	4/7/2015	4/3/2015	703335311-160	service 2/26/15-3/25/15	\$265.12	\$0.00		\$265.12
<i>Totals for Sprint Comm (PD):</i>					<i>\$532.37</i>	<i>\$0.00</i>		<i>\$532.37</i>
<b>Tamara Steiner</b>								
Tamara Steiner	4/7/2015	3/27/2015	103117	deposit refund for Endeavor Hall 11/23/12	\$500.00	\$0.00		\$500.00
<i>Totals for Tamara Steiner:</i>					<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
<b>Tipperary Construction</b>								
Tipperary Construction	4/7/2015	4/1/2015	CAP0134	Deposit Refund for 1010 Pebble Beach Dr	\$500.00	\$0.00		\$500.00
<i>Totals for Tipperary Construction:</i>					<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
<b>United Site Services Inc</b>								
United Site Services Inc	4/7/2015	3/27/2015	114-2681414	porta potties/sink for Fire Station Re-opening	\$551.13	\$0.00		\$551.13
<i>Totals for United Site Services Inc:</i>					<i>\$551.13</i>	<i>\$0.00</i>		<i>\$551.13</i>
<b>US Bank Corp Pymt System (Cal Card)</b>								
US Bank Corp Pymt System (Cal Card)	4/7/2015	4/1/2015	Stmt 2/23/15	Statement Ending 2/23/15	\$11,797.46	\$0.00		\$11,797.46
<i>Totals for US Bank Corp Pymt System (Cal Card):</i>					<i>\$11,797.46</i>	<i>\$0.00</i>		<i>\$11,797.46</i>
<b>Waraner Brothers Tree Service</b>								
Waraner Brothers Tree Service	4/7/2015	4/1/2015	11888	964 Oak Street - Remove Broken Limb	\$750.00	\$0.00		\$750.00
Waraner Brothers Tree Service	4/7/2015	4/1/2015	11891	CCChurch, Lydia Lane Park, Broken Limbs	\$450.00	\$0.00		\$450.00
Waraner Brothers Tree Service	4/7/2015	4/1/2015	11892	Pine Hollow/Atchinson Stage & El Camino	\$3,125.00	\$0.00		\$3,125.00
Waraner Brothers Tree Service	4/7/2015	4/1/2015	11890	Lydia Lane Creek Area	\$1,375.00	\$0.00		\$1,375.00
<i>Totals for Waraner Brothers Tree Service:</i>					<i>\$5,700.00</i>	<i>\$0.00</i>		<i>\$5,700.00</i>
<b>Watch Guard</b>								

## City of Clayton Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
Watch Guard	4/7/2015	3/27/2015	SRINV0011368	PO # CS-89716-J6F7	\$266.55	\$0.00		\$266.55
				<i>Totals for Watch Guard:</i>	\$266.55	\$0.00		\$266.55
<b>Western Exterminator</b>								
Western Exterminator	4/7/2015	4/1/2015	3030027	February Service	\$370.00	\$0.00		\$370.00
				<i>Totals for Western Exterminator:</i>	\$370.00	\$0.00		\$370.00
<b>Johanna Wright</b>								
Johanna Wright	4/7/2015	3/27/2015	372962	Deposit refund Hoyer Hall 3/1/15	\$200.00	\$0.00		\$200.00
				<i>Totals for Johanna Wright:</i>	\$200.00	\$0.00		\$200.00
<b>Kenneth Yamamoto</b>								
Kenneth Yamamoto	4/7/2015	3/27/2015	CAP0056	Deposit refund for 1507 N Mitchell Canyon R	\$500.00	\$0.00		\$500.00
				<i>Totals for Kenneth Yamamoto:</i>	\$500.00	\$0.00		\$500.00
<b>GRAND TOTALS:</b>					<b>\$217,802.77</b>	<b>\$0.00</b>		<b>\$217,802.77</b>

Earnings Statement

0 Employees with Overflow Statement 1 Total Statement  
0 Overflow Statement 1 Total Statement  
Tot Cks/Vchrs:00000000033 Tot Docs in all:00000000036  
First No. Last No. Total  
Checks: ADPCHECK ADPCHECK 00000000007  
Vouchers: 00000120001 00000120026 00000000026

PPE 9/15/15  
paid 3/17/15

Z7L TOTAL DOCUMENT  
CITY OF CLAYTON  
LOCATION 0001

CHECK STUFFING, RECONCILIATION

COPY

79499.50 GROSS  
57822.98 NET PAY (INCLUDING ALL DEPOSITS)  
8725.03 FEDERAL TAX  
241.99 SOCIAL SECURITY  
1101.44 MEDICARE  
.00 MEDICARE SURTAX  
.00 SUI TAX  
2699.82 STATE TAX  
.00 LOCAL TAX  
63319.58 DEDUCTIONS  
3411.64 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

VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID

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

# Earnings Statement

0 Employees With Overflow Statement  
0 Overflow Statement 1 Total Statement  
Tot Cks/Vchrs:00000000038 Tot Docs in all:00000000041  
First No. Last No. Total  
Checks: ADPCHECK ADPCHECK 00000000008  
Vouchers: 00000140001 00000140030 00000000030

PPE 3/29/15  
PAID 3/31/15

Z7L TOTAL DOCUMENT  
CITY OF CLAYTON  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

79250.58 GROSS  
58131.50 NET PAY (INCLUDING ALL DEPOSITS)  
8532.09 FEDERAL TAX  
213.88 SOCIAL SECURITY  
1095.42 MEDICARE  
.00 MEDICARE SURTAX  
.00 SUI TAX  
2804.58 STATE TAX  
.00 LOCAL TAX  
63587.30 DEDUCTIONS  
3017.31 NET CHECK

COMPANY CODE Z7L  
CITY OF CLAYTON  
TOTAL DOCUMENT  
LOCATION 0001

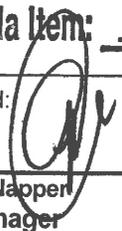
VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

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

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

Agenda Date: 4-7-2015

Agenda Item: 3c

Approved:   
\_\_\_\_\_  
Gary A. Napper  
City Manager

# AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: CHRIS THORSEN-CHIEF OF POLICE  
DATE: April 1<sup>st</sup>, 2015  
SUBJECT: Contract for Police Dispatch Services, Detention and Information Technology Services with the City of Concord

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## RECOMMENDATION ACTION

Adopt the attached Resolution approving a five (5) year contract for police dispatch, detention and information technology services with the City of Concord through June 30, 2019 with the understanding that the contract automatically renews for an additional five (5) years to July 2025 unless terminated.

## BACKGROUND

The Clayton Police Department contracts with the City of Concord for dispatch services, detention services and technology support. The current base contract has been in place since August of 2009. Extensions to that base contract provided for continued services through June 30<sup>th</sup> of 2015. Attached is a new contract with terms through June 30<sup>th</sup> 2025; it is proposed to replace the existing expiring contract.

The working arrangement between Concord and Clayton has served our community well. On an operational level, Clayton PD units and Concord PD units are on the same radio frequency and share the same data systems. This provides for immediate emergency responses by both agencies to critical calls along our borders. Though the two agencies are truly separate, the existing working agreement provides for enhanced police response for both agencies in times of crisis.

## DISCUSSION

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

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

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

The City of Concord assessed the work load to their dispatch center attributed to providing services to the City of Clayton. Their results revealed that, on average, providing services to Clayton accounts for approximately six percent of the work load. Concord has proposed apportioning six percent of the cost of operating the dispatch center to the City of Clayton. This is typical in the industry and is the same methodology used by other service providers such as the Office of the Sheriff.

The City of Concord recently completed its updating of the Computer Aided Dispatch and Records Management Systems. A prorated share of the upgrade costs has been assigned to the City of Clayton. The proposed contract does contain a provision for a prorated refund of these upfront costs, should the contract be terminated by Clayton for cause or by Concord for convenience prior to the expiration in 2024. The portion of these upgrade costs attributed to Clayton is \$79,260.

The contract calls for a cost increase of 5% per year in years three through ten of the contract. Concord provided the option for Clayton to pay the system upgrade costs up front, or to pay on a monthly basis amortizing the costs over the life of the contact. However, the 5% increase in years three through ten would apply to those equipment upgrade costs. After analysis of the costs, staff recommends the upgrades be paid up front, thus avoiding Concord's 5% interest costs on the expense.

### **FISCAL IMPACT**

I have conferred with the City of Clayton finance director. Sufficient funds exist in the Supplemental Law Enforcement Spending Fund (SLESF) and the Interest Earning Reserve Fund to cover the \$79, 260 up front costs.

Expenditures for the annual operations must come from future General Fund revenues and will be anticipated in the development of future annual operating budgets. In the first two years of the contract (FY 2015/16 and FY 2016/17), expenditures are anticipated to be \$20,895 per month, \$250,704 annually. This amount represents an increase of \$80,700 over our current dispatch contract expense. With the 5% annual increase, each additional year, the costs are anticipated to be as follows:

FY 2017/18	\$21,939 per month	\$263,268 annually
FY 2018/19	\$23,036 per month	\$276,432 annually
FY 2019/20	\$24,188 per month	\$289,536 annually

FY 2020/21	\$25,398 per month	\$304,776 annually
FY 2021/22	\$26,677 per month	\$320,124 annually
FY 2022/23	\$28,001 per month	\$336,012 annually
FY 2023/24	\$29,401 per month	\$352,812 annually
FY 2024/25	\$30,871 per month	\$370,452 annually

**RECOMMENDATION**

Little alternative exists for Clayton to place their dispatch service with another provider without incurring further cost to replace mobile unit equipment and communication network systems. The City of Concord is providing their contract without the application of indirect and administrative overhead expense often applied by other public agencies. The City Attorney has reviewed and provided modifications incorporated in the final agreement. Staff recommends the City Council approve the contract for Dispatch, Detention and Information Technology Support with the City of Concord.

**ATTACHMENTS**

- 1) Resolution (2pp)
- 2) Proposed Contract for Services With Attachments (12 pp)

**RESOLUTION NO. - 2015**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF CLAYTON  
AND CITY OF CONCORD FOR PROVIDING DISPATCH, DETENTION AND IT  
SUPPORT SERVICES**

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

**WHEREAS**, on August 19<sup>th</sup> 2009 the, City of Concord, a municipal corporation (hereinafter “Concord”), and the City of Clayton, a municipal corporation (hereinafter “Clayton”) entered into an Agreement for Police Dispatch, Detention and Information Technology Support Services; and

**WHEREAS**, the contract and mutually agreed to extensions are set to expire on June 30<sup>th</sup>, 2015; and

**WHEREAS**, staff of the cities of Concord and Clayton have worked together to craft a new long term contract which expires in June of 2019 (hereinafter “Attachment 1) and;

**WHEREAS**, this new contract contains a provision to automatically renew for an additional term of five years, through June 30, 2025 unless cancelled by either party; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Clayton, California does hereby formally approve the contract between Concord and Clayton for the provision of Dispatch, Detention and IT support services (Attachment 1 to this Resolution); and

**BE IT FURTHER RESOLVED**, the City Council of Clayton, California does hereby authorize and instruct its City Manager to execute the contract for and in behalf of the City.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 7<sup>th</sup> day of April 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

---

David T. Shuey, Mayor

ATTEST:

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Janet Brown, City Clerk

**AGREEMENT FOR DISPATCH, DETENTION AND INFORMATION TECHNOLOGY  
SUPPORT SERVICES  
(Cities of Concord and Clayton)**

**THIS AGREEMENT** FOR DISPATCH, DETENTION AND INFORMATION TECHNOLOGY SUPPORT SERVICES ("Agreement") is entered into effective the 1<sup>st</sup> day of July 1, 2015 by and between the City of Concord, California ("Concord") and the City of Clayton, California ("Clayton") (each a "City" and collectively, the "Cities"), both being California municipal corporations.

**Recitals**

A. Clayton and Concord entered into an Agreement for Police Dispatch, Detention and Information Technology Support Services on September 28, 1999 (hereinafter "1999 Agreement"). The 1999 Agreement was amended on February 27, 2001 and superseded by an Agreement dated August 17, 2009 (hereinafter "2009 Agreement"), also for the provision of Police Dispatch, Detention and Information Technology Support Services. The term of the 2009 Agreement was set to expire on June 30, 2014, however, on June 18, 2014, the 2009 Agreement was amended, extending the term through June 30, 2015. The parties now desire to enter into this Agreement for Dispatch, Detention and Information Technology Support Services (hereinafter "2015 Agreement" or "Agreement"), which shall supersede all preceding agreements described in this Paragraph A.

B. The Cities acknowledge that each requires dispatch, detention and information technology support services and that fair, equitable and proportional sharing of the reasonable costs associated with such services will benefit both Cities and their citizens.

C. Concord has provided police dispatch, detention and information technology support services to Clayton for approximately 15 years. In exchange for the monetary compensation set forth this 2015 Agreement and the attachments thereto, Concord agrees to continue to provide the services to Clayton as set forth in this Agreement, subject to the terms and conditions herein.

D. The Cities have agreed to simplify the calculation of annual operating costs by using the fiscal year 2013-14 costs to determine a new baseline upon which to calculate future annual costs.

**WHEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Provision of Services. Concord and Clayton shall perform those services and carry out that work described in the "Service Plan" appended hereto as Attachment "A" and incorporated herein by reference (the "Services").
2. Payment for Services. Clayton shall pay Concord those costs/fees described in the "Cost and Payment Provisions," appended hereto as Attachment "B" and

incorporated herein by reference. The costs/fees set forth therein are effective July 1, 2015.

3. Term. The initial term of this Agreement shall be five (5) years, commencing on July 1, 2015 and continuing until July 1, 2019, unless terminated as hereafter provided. Thereafter, this agreement shall automatically renew for an additional five (5) year period, unless notification of termination is given as provided herein. The first year of this Agreement (fiscal year 2015) shall hereinafter be referred to as "Year One," and all subsequent years shall be sequentially referenced in the same manner.
4. Termination of Agreement. This Agreement may be terminated by either City, at its sole discretion, upon at least six (6) month's advance written notice to the other City. This Agreement may also be terminated without such notice upon the written agreement of both Cities.
5. Termination by Default. Upon the default of either City in the performance of any of its obligations under this Agreement, where such failure continues for a period of ten (10) calendar days after written notice of such default is received, the non-defaulting City may immediately terminate this Agreement upon giving notice of termination to the defaulting City. Prior to termination, either City may request a dispute resolution proceeding pursuant to the terms of this Agreement. However, if the default cannot reasonably be cured within ten (10) calendar days, then the Agreement may not be terminated if the defaulting City commences cure within the ten (10) days and thereafter diligently prosecutes such cure to completion.
6. Modification and Amendments. This Agreement may be modified or amended in writing upon the mutual agreement of the Cities.
7. Notification Obligations. Clayton will provide reasonable advance notice to Concord if any of the following events occur: (1) the addition of housing and/or commercial development of 50 or more mailing addresses or the addition of 5 or more streets/courts/alleys/lanes or public roads fronting residences or business in the Clayton; (2) annexation of additional land by Clayton after the execution of this 2015 Agreement; and (3) construction of new cell towers/sites within Clayton city limits.
8. Legal Relationship of the Cities. The only legal relationships established by this Agreement are those created by contract. This Agreement is not intended to, and does not, create the relationship of agent, servant, employee, partnership, joint venture or association, nor of a joint powers authority.
9. Implementation of Agreement. The Cities acknowledge that not every detail, issue or definition affecting the implementation of the Agreement can be

contemplated at the time of this Agreement's drafting and execution. Therefore, each City will implement this Agreement in good faith, respecting the intent of this Agreement and the provisions thereof. This Agreement is the product of the mutual drafting efforts of both Cities and thus no interpretation shall be given that would favor one City over the other.

10. Indemnity. Except as to the sole negligence or willful misconduct of Concord, Clayton will defend, indemnify and hold Concord, its officers, agents and employees, harmless from any and all loss, damage, claims, demands, liability, expense or cost, including attorney's fees, which arise out of, or are in any way connected with the performance of, the services by Clayton or any of Clayton's employees, agents or subcontractors, notwithstanding that Concord may have benefited from their services.

Except as to the sole negligence or willful misconduct of Clayton, Concord will defend, indemnify and hold Clayton, its officers, agents and employees, harmless from any and all loss, damage, claims, demands, liability, expense or cost, including attorney's fees, which arise out of, or are in any way connected with the performance of, the services by Concord or any of Concord's employees, agents or subcontractors, notwithstanding that Clayton may have benefited from their services.

11. Notices, Contact Persons. The contact persons for this Agreement shall be, and any notice required to be given, shall be deemed properly delivered if mailed, postage pre-paid to:

For Concord:  
Chief of Police  
Concord Police Department  
1350 Galindo Street  
Concord, CA 94520

For Clayton:  
Chief of Police  
Clayton Police Department  
6000 Heritage Trail  
Clayton, CA 94517

Each City will notify the other of any changes of address that would require any notice or delivery to be directed to another address.

12. Payment. In accordance with the Cost and Payment Provisions set forth in Exhibit B, Clayton shall within thirty (30) days of the execution of this agreement pay Concord the one-time sum of \$79,260 for Records Management System purchase and implementation, as referenced in Attachment B to this agreement. Clayton shall make monthly payments to Concord for Concord's cost of providing police dispatch, detention and information technology support services to Clayton, as referenced in Attachment B to this agreement. Each monthly payment shall be made on the first day of the month, commencing on July 1, 2015. Each payment shall represent one-twelfth of the total annual amount owed for the fiscal year in which the payment is made. For example, during Years One and Two of this Agreement, Clayton shall pay Concord the sum of \$20,089.50 on the first day of each month.

13. Dispute Resolution. Should any dispute arise out of this Agreement including but not limited to the termination thereof, either City may request that it be submitted to mediation. If the Cities cannot agree upon the identity of a mediator within thirty (30) days after a City requests mediation, then each City shall select a mediator and those two mediators will select a third mediator to mediate the dispute. The Cities shall meet in mediation within thirty (30) days of the selection of a mediator. The cost of mediation shall be borne equally by the Cities. Neither City shall be deemed the prevailing party. No party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator shall last until agreement is reached by the Cities but not more than sixty (60) days, unless the maximum time is extended by the Cities. Should litigation be commenced, each City shall be responsible for its own attorneys' fees and costs, and shall not be entitled to collect such fees and costs from the other City.
14. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, embodies the entire Agreement and understanding between the Cities relating to the subject matter contained therein. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Cities. This Agreement replaces, in its entirety, all prior Agreements for Dispatch, Detention and Information Technology Support Services.
15. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Cities and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Concord without the prior consent of Clayton, which shall not be unreasonably withheld.
16. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of the Cities each represent and warrant that they have the legal power, right and actual authority to bind the Cities to the terms and conditions of this Agreement.
17. Severability. If any section, clause, or phrase of this Agreement, or the application thereof to any City or any other person or circumstance, is held to be invalid by a final decision of a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement, or the application thereof to any City or any other person or circumstance, shall not be affected thereby.
18. Section Headings. The section headings herein are for the convenience of the Cities only and shall not be deemed to govern, limit, modify, or in any manner

affect the scope, meaning, or intent of the provisions or language of this Agreement.

19. Choice of Laws. This Agreement is made in Contra Costa County, State of California, under the Constitution and laws thereof, and shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of Concord, City Manager, authorizing such execution, and by the City of Clayton, City Manager.

CITY OF CONCORD:

CITY OF CLAYTON

By: \_\_\_\_\_ By: \_\_\_\_\_  
Valerie Barone, City Manager Gary Napper, City Manager

Date: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST:

ATTEST

\_\_\_\_\_  
Joelle Fockler, City Clerk

\_\_\_\_\_  
Janet Brown, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mark S. Coon Malathy Subramanian  
City Attorney City Attorney

## ATTACHMENT A

### SERVICE PLAN/DESCRIPTION OF SERVICES

#### 1. Dispatch Function

Concord Police Department (CPD) is the defined Public Safety Answering Point (PSAP) for calls for Clayton police service originating within the Clayton City limits, including cell phone based calls for service assigned by the cellular carrier to the Concord PSAP regardless of the specific geographic location of the originating call.

- (a) CPD Dispatch will provide emergency and non-emergency call handling pursuant to Policies, Procedures, Practices and Standards employed by CPD Dispatch in responding to Concord-based calls for service.
- (b) Clayton agrees to use and comply with all Concord Police Department Policies Procedures, Practices and Standards associated with dispatching Officers, including such amendments as may be deemed necessary by the Concord Police Department, as approved by the Chief of Police, and review in advance with the Clayton Chief of Police.

#### 2. Computer Aided Dispatch System

Concord will allow and support Clayton Police Department's use of the Computer Aided Dispatch (CAD) system currently employed by the City of Concord Police Department, under the following conditions:

- (a) Concord will provide system software and communication software to Clayton, charging Clayton for the costs incurred by Concord associated with Clayton's use of the system, as set forth in Attachment "B" to this Agreement (Cost and Payment Provisions).
- (b) Clayton agrees to procure and maintain at its sole expense all computers and associated communications and vehicle locations equipment in accordance with the specifications provided by Concord.
- (c) Clayton agrees to procure and maintain at its sole expense a data communications line between the Clayton Police Department or Clayton City Hall and a location designated by Concord for purposes of extending Concord's Law Enforcement Network to Clayton. Such communications line shall conform to the Department of Justice security requirements, including any revisions or amendments enacted subsequent to the execution of this Agreement.

3. **Desktop, Vehicle and Network Infrastructure Support and Maintenance**

- (a) The City of Concord Information Technology Department shall provide desktop and/or laptop support, Mobile Data Computer (MDC) support for [insert brand and model] units in police vehicles (including the same mobile data connectivity used to support Concord Police Department Units), and network cabling, routing, and packet switching support for all law enforcement computers connected to the Clayton Police Department Computer Network.
- (b) The aforementioned support will be provided at the cost/rate set forth in Attachment B to this 2014 Agreement ("Cost and Payment Provisions"), which is premised on the assumption that the computers (PC's and laptops) utilized by Clayton are no older than four (4) years and the MDC's are no older than six (6) years, or are the same model used by the Concord Police Department. Clayton shall be responsible for the equipment and recurring monthly costs of providing mobile data connectivity to Clayton's police vehicles, as set forth in Attachment B.
- (c) At Clayton's discretion, Clayton may bundle any desired MDC purchase and installation with Concord's purchase and installation schedule. Any such arrangement shall be governed by a side letter to this agreement.
- (d) Clayton retains the right to select any MDC it deems appropriate. Should Clayton select a different MDC make, model or configuration than Concord, Clayton recognizes and agrees that Concord's Information Technology ("IT") support staff may not be able to support the MDC's and may not be able to guarantee functionality with existing software, such as the CAD system.

4. **Electronic Messaging System**

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

- (a) Concord will provide e-mail system software and communication software and/or licenses to Clayton, charging Clayton for the direct incremental costs incurred by Concord associated with Clayton's use of the system.

- (b) Clayton agrees to procure and maintain at its sole expense all computer and associated equipment required to utilize Concord's electronic messaging system.
- (c) Clayton may, at its sole discretion, utilize Concord as the source of the equipment described in Subsection b of this Paragraph 4, and also utilize Concord to maintain said equipment. If Clayton elects to do so, said equipment and the servicing thereof shall be governed by a separate Agreement/Memorandum of Understanding (MOU) between Clayton and Concord.
- (d) Clayton recognizes the need for, and agrees to, periodic Electronic Messaging System maintenance periods as shall be developed over time to facilitate continued smooth operation of said system. Such maintenance periods will be scheduled and noticed in accordance with any service level agreements in place governing the various systems. Concord will in good faith work with Clayton to minimize any disruption caused thereby.

5. **Records Management System.**

Concord will procure, install, configure, support and maintain a Law Enforcement Records Management System that will meet Clayton's needs at a service level determined and agreed to by the Concord Police Department and Concord Information and Technology Department. Concord will support and allow Clayton Police Department's use of the RMS employed by the Concord Police Department, under the following conditions:

- (a) Concord will provide RMS system software and communications software to Clayton, charging Clayton in accordance with the Costs and Payments Schedule, appended as Attachment "B" to this Agreement.
- (b) Clayton agrees to provide and maintain at its sole expense all computer and associated equipment, software and licenses necessary to utilize Concord's RMS System.
- (c) Clayton understands the need for, and agrees to, periodic maintenance periods as shall be developed over time to facilitate continued efficient operation of the various systems. Such maintenance periods will be scheduled and noticed in accordance with any service level agreements in place governing the various systems.

- (d) Clayton agrees to comply, at its sole cost, with current applicable California Department of Justice (DOJ) security requirements including any changes, revisions, or amendments as may be made over the term of this 2015 Agreement.
- (e) Clayton understands and agrees that Concord will function as the point of contact for the DOJ for the Clayton Police Department, as respects matters related to the provision of records management services.

6. **Software Licensing and Version Updates**

- (a) The software versions (for Microsoft Office, Outlook etc.) shall be licensed by the Clayton Police Department at its sole expense and shall be kept current with the version(s) in use at the Concord Police Department. Support for software used by the Clayton Police Department that is different from or in addition to that used by the Concord Police Department shall be on a best efforts basis only. Concord's IT Department will spend a maximum of one (1) hour troubleshooting this software. Additional service needed to render such software compatible with Concord's shall be at Clayton's sole cost, which shall be additional to the costs set forth in Attachment B. Clayton understands and agrees that ultimate resolution of any incompatibility software utilized by Clayton may necessitate Clayton changing to the same software used by Concord's Police Department, at Clayton's sole cost.
- (b) Clayton understands that Concord intends to remain within one release of the most current Microsoft Office Suite which includes Word, Excel, PowerPoint, Outlook, etc., and other manufacturer's software currently in use by the Concord Police Department. The City of Concord will provide reasonable notice to Clayton of any planned upgrades to allow the Clayton Police Department to obtain any required licenses. Software that is older than one release previous to the most current version available will be supported on a best efforts basis only. Concord's IT Department will spend a maximum of one (1) hour troubleshooting this software to resolve issues concerning incompatibility. Clayton understands and agrees that ultimate resolution of any incompatibility software utilized by Clayton may necessitate Clayton obtaining upgraded software, and that Clayton will obtain any necessary upgrades at Clayton's sole cost, which shall be additional to the costs set forth in Attachment B.

7. **Detention Services**

Concord will accept individuals arrested by Clayton into Concord's temporary holding facility. Detainees shall be booked, detained (as necessary),

administered a Preliminary Alcohol Screening Test (as appropriate), and where appropriate, transferred to the Contra Costa County Detention Facility in Martinez ("CCCFM). Concord shall apply its detention guidelines, as set forth in Concord Police Department General Order 47 ("Jail Manual"), a copy of which has been provided to Clayton. Prisoners not meeting Concord's Jail Manual guidelines will not be accepted.

ATTACHMENT B

COST AND PAYMENT PROVISIONS

The annual costs currently incurred by Concord to provide the services described in the Attached Agreement for Dispatch, Detention and Information Technology Services are as follows:

Component	Ongoing Vendor Costs (per year)	Labor	Comment
Dispatch Services, PD		\$144,494 <sup>1</sup>	6% of CPD dispatch budget based on number of calls handled by dispatch
CAD & associated equipment maintenance, including TriTech VisNet Mobile Client Licenses, TriTech VisNet AVL Client Licenses, Net Motion License, and desktop, vehicle and network infrastructure support and maintenance.	\$11,613		6 % of annual maintenance cost for all dispatch system equipment and fees
Electronic Messaging System /Email Services	\$699		4.91% of Microsoft Enterprise CAL License cost (\$14,238)
Records Management System <ul style="list-style-type: none"> <li>• Hardware, Software, Annual Maintenance, Licensing</li> </ul>	\$9,655		Amount does not include third party Public Safety Corp. software, which is not utilized by Clayton.
Miscellaneous Police Services/Detention Services		\$31,042	Time spent by CSO & Records Staff for booking, holding, PAS, transport and records administration
IT Staff Costs		\$43,571	IT staff costs for supporting all Clayton systems (no telephone or voicemail support)
<b>Total Annual Clayton Costs:</b>	<b>\$21,967</b>	<b>\$219,107</b>	

**Grand Total - \$241,074**

A one-time cost of \$79,260 for RMS equipment purchase and implementation shall be paid by Clayton to Concord upon the execution of this Agreement. If this Agreement is terminated by Clayton for cause or by Concord for convenience in years 1-10, Concord shall issue a refund to Clayton in an amount proportional to the term of the Agreement remaining from the effective date of termination.

<sup>1</sup>All figures are rounded off to the nearest dollar.

**COST PAYMENTS - YEARS ONE AND TWO OF AGREEMENT.** Based on the cost breakdown set forth in the above table, Clayton agrees to pay Concord the sum of TWO HUNDRED AND FORTY-ONE THOUSAND, SEVENTY-FOUR DOLLARS in Years One and Two of this Agreement (Fiscal Years 2015-16 and 2016-17). As noted above, Clayton shall also pay Concord the one-time cost of \$79,260 for RMS equipment purchase and implementation upon the execution of this Agreement.

**ANNUAL ESCALATION FOLLOWING YEAR TWO OF AGREEMENT.** Based on the above-detailed cost breakdown, the ongoing increase in labor and materials costs and the impracticability and cost of reevaluating Concord's costs for providing the services described in this Agreement for Dispatch, Detention and Information Technology Services on an annual basis, Clayton agrees that in each year following the expiration of Year Two of this 2014 Agreement (Fiscal year 2017-18 and thereafter), Clayton shall pay to the City of Concord the previous year's costs, plus an inflation factor of five (5) percent.



Agenda Date: 4-7-2015

Agenda Items 3d

Approved:

Gary A. Nappi  
City Manager

# AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 07 APRIL 2015

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

## RECOMMENDATION

It is recommended the City Council, by minute motion, approve an Addendum to the Exclusive Sales Listing Agreement with Transwestern Property Company West, Inc. (a Texas Corporation) to extend the list time to 02 January 2016 for the market, sale and development of several City-owned real properties within the Clayton Town Center, specifically a vacant 1.67 acre parcel on Main Street (APN 118-560-010) and two (2) improved but dilapidated real properties and one (1) adjacent unimproved parcel (0.75 acres total) located at 1005 and 1007 Oak Street (APNs 119-050-034, 119-050-008, and 119-050-009); and authorize the City Manager to sign the Addendum on behalf of the City.

## BACKGROUND

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

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

The latter real properties listed above enjoy, through significant financial efforts of the former Clayton Redevelopment Agency (RDA), a fully-entitled City-approved development project known as "Creekside Terrace." This commercial mixed-use project involves the permitted construction of a mixed-use two story building with a western-style frontage characteristic of architectural themes suggested in the *Town Center Specific Plan*. The first floor plans for approximately 7,200 sq. ft. of retail commercial space with a 20-foot ceiling. The second floor calls for seven (7) residential units which originally were targeted for affordable housing opportunities with additional financial assistance of the RDA. In the current entitled plan, the residential units are 1-bedroom with several containing dens.

The Creekside Terrace Project received its City entitlements on 06 July 2010, and those land use permits have been extended by City Planning Commission actions to now expire on 06 January 2016 (note: further extensions are eligible). The City placed small billboards on the property depicting and illustrating with color renderings the front elevations of the approved project. Those postings elicited several telephone calls and interests. At this time, the City has one (1) prospective developer slowly performing due diligence work to acquire and construct the project, including the exchange of bona fide offers on the lands.

### **COMMERCIAL BROKER**

At its public meeting on 01 April 2014, following the City's solicitation of list proposals from several commercial realty companies, the City Council unanimously approved an agreement with Transwestern Property Company West, Inc. (dba Transwestern) to list and to market the City's vacant and underutilized real properties in the Town Center. Since that time, Transwestern has created and developed a marketing plan, has outreached to numerous retail commercial firms and prospective developers, and has brought several interested developers to meet with the City Council Sub-Committee on Economic Development and City staff.

The term of the Exclusive Sales Listing Agreement with Transwestern was for a period of 365 days commencing with the date of signature of the Agreement, namely 02 April 2014. Consequently the Agreement and the listing association need to be extended. Transwestern has provided an Addendum to extend the original terms and conditions for an additional time period to 02 January 2016.

It is staff's recommendation the City Council continue its existing commercial brokerage relationship with Transwestern as proposed.

- Exhibits: 1. Addendum to Exclusive Sales Listing Agreement [1 pg.]  
2. Exclusive Sales Listing Agreement [7 pp.]  
3. Towne Centre Clayton development opportunity [6 pp.]

**ADDENDUM TO EXCLUSIVE SALES LISTING AGREEMENT**

Listing name here and **TRANSWESTERN PROPERTY COMPANY WEST, INC. DBA/ TRANSWESTERN, a Texas Corporation** ("Broker") is effective upon execution of this Agreement (the "Effective Date"). Edward Del Beccaro, Matt Hatfield, Colby Mikulich agree to the following amendment(s) in an Authorization regarding the subject property in the City of Clayton, County of Contra Costa, State of California, located at 6005 Main Street, Clayton CA, and further described as parcel number 118-560-010 and three (3) parcels totaling 0.65 acres that make up the Creekside Terrace Development with parcel numbers 119-050-009, 119-050-008, 119-050-034 in the City of Clayton, Contra Costa County, California.

1. Expiration date extended to: January 2, 2016

a. Note: This Listing Agreement is subject to termination by either party for any reason with (30) thirty days written notice. All other terms and conditions of the Agreement shall remain the same.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

OWNER: City of Clayton

BROKER: TRANSWESTERN PROPERTY  
COMPANY WEST, INC., DBA  
TRANSWESTERN  
License # 01263636

BY: \_\_\_\_\_  
Gary Napper, City Manager

BY: \_\_\_\_\_  
Edward F. Del Beccaro, Managing Director  
License # 00642167

Address:

BY: \_\_\_\_\_  
Matt Hatfield, Associate  
License # 01937755

BY: \_\_\_\_\_  
Colby Mikulich, Vice President  
License # 01755707



## TRANSWESTERN

### EXCLUSIVE SALES LISTING AGREEMENT

This Exclusive Sales Listing Agreement ("Agreement") is made and entered into on this 2<sup>nd</sup> day of APRIL, 2014, by and between The City of Clayton ("Owner") and TRANSWESTERN PROPERTY COMPANY WEST, INC. DBA/ TRANSWESTERN, a Texas Corporation ("Broker") is effective upon execution of this Agreement (the "Effective Date").

#### 1. BASIC AGREEMENT

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

#### 2. BROKER'S SERVICES

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

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

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

### 3. INDEPENDENT CONTRACTOR

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

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

**4. TERM**

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

**5. BROKER COMMISSION**

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

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

**6. DEFAULT AND REMEDIES**

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

**7. OWNER'S OBLIGATIONS**

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

**8. INDEMNITY AND HOLD HARMLESS**

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

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

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

**9. NON-DISCLOSURE**

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

**10. NOTICE**

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

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

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

**11. NEGOTIATIONS**

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

**12. RECORDS AND AUDIT**

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

**13. GOVERNING LAW**

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

**14. OFAC REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

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

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

**15. ENTIRE AGREEMENT; BINDING EFFECT**

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

*Signatures on next page.*



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

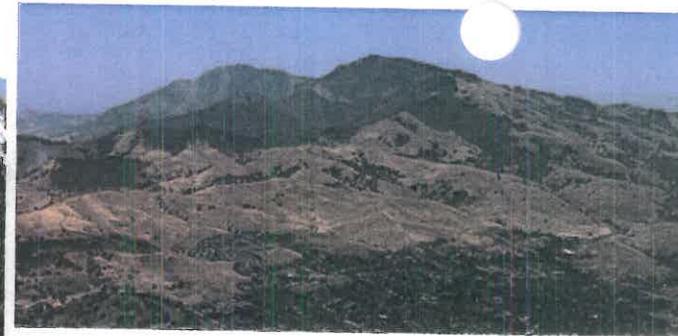
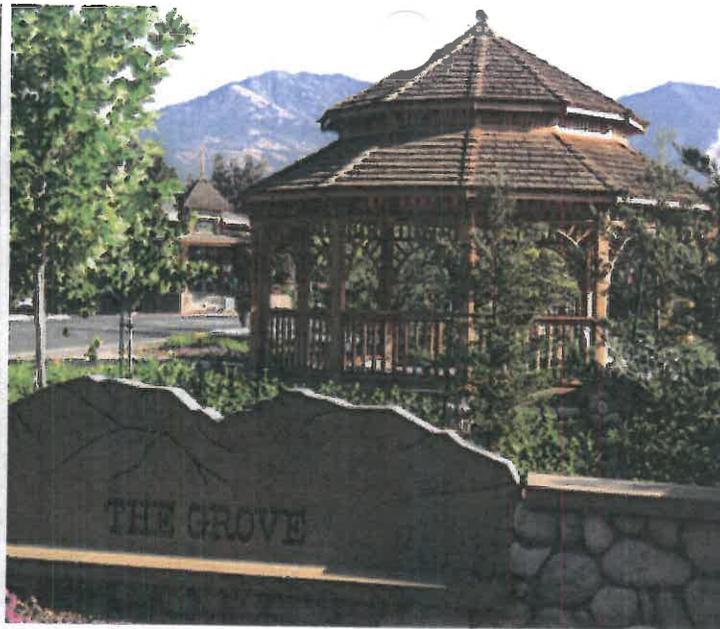
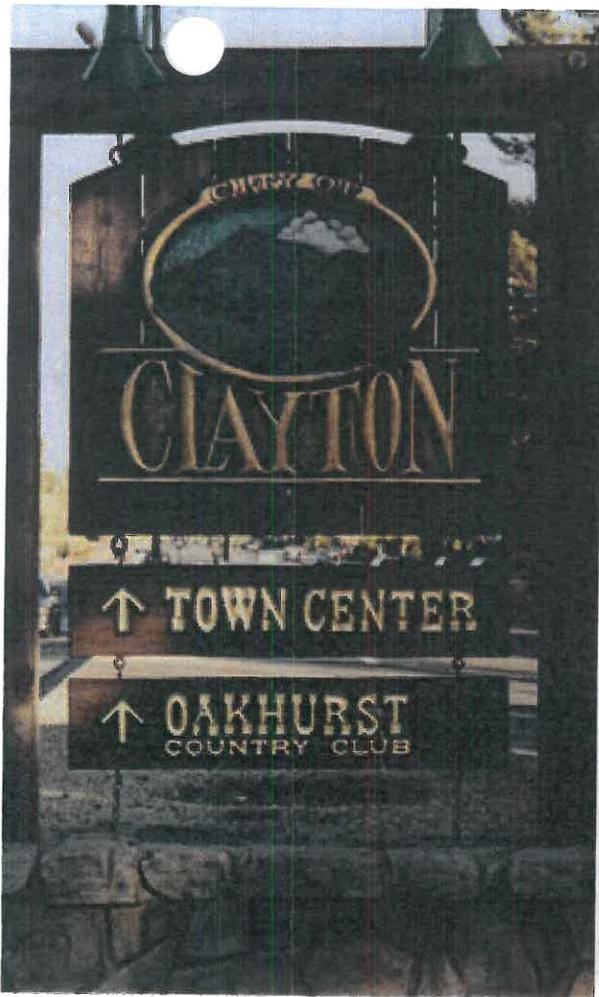
CITY OF CLAYTON, CA ("Owner")

By:  04-02-14  
Name: CARY A. NAPPER  
Title: CITY MANAGER

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

By:   
Name: Edward Del Beccaro  
Title: Managing Director

3-28-14



MIXED-USE DEVELOPMENT OPPORTUNITY

# TOWNE CENTRE CLAYTON

6011 Main Street, Clayton, CA

**Ed Del Beccaro**  
 Managing Director  
 925.357.2019  
 ed.delbeccaro@transwestern.com  
 LIC 00642167

**Colby Mikulich**  
 Senior Associate  
 925.357.2016  
 colby.mikulich@transwestern.com  
 LIC 01755707

**Sean Barter**  
 Associate  
 925.357.2032  
 sean.barter@transwestern.com  
 LIC 01920111



**TRANSWESTERN<sup>®</sup>**  
 RETAIL

[www.transwestern.com/walnutcreek](http://www.transwestern.com/walnutcreek)

[www.TowneCentreClayton.com](http://www.TowneCentreClayton.com)  
6011 Main Street, Clayton, CA

### AVAILABLE SPACE

- ±1.66 acres (±72,310 SF) located at the gateway position to downtown Clayton

### PROPERTY HIGHLIGHTS

- Located on Clayton Road, which has ±24,195 AADT, with 495 feet of street frontage on the major arterial
- Approximately 15 minutes from downtown Walnut Creek and less than 50 minutes to downtown San Francisco
- Adjacent to public transportation; just one block from Contra Costa County bus line
- Potential flexibility for city-encouraged uses and development proposals

### BUSINESS FOR MIXED-USE DEVELOPMENT

- Pedestrian oriented retail (grocery, drug store, convenience, restaurants)
- Bed & Breakfast or hotel operators
- Downtown village type development (boutique retail)
- Oxbow Public Market inspired regional destination (brewery, winery, restaurants)
- Office

### DEVELOPMENT REGULATIONS

- Height limit 40 Feet
- City of Clayton's website: <http://ci.clayton.ca.us/>



### FLEXIBLE REQUIREMENTS

- (Depending on approved City concept)
- Parking
- Landscaping
- Purchase Price
- Ingress/Egress

### FOR MORE INFORMATION

**Ed Del Beccaro**  
Managing Director  
925.357.2019  
[ed.delbeccaro@transwestern.com](mailto:ed.delbeccaro@transwestern.com)  
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LIC 01920111



500 Ygnacio Valley Road, Ste. 100  
Walnut Creek, CA 94596

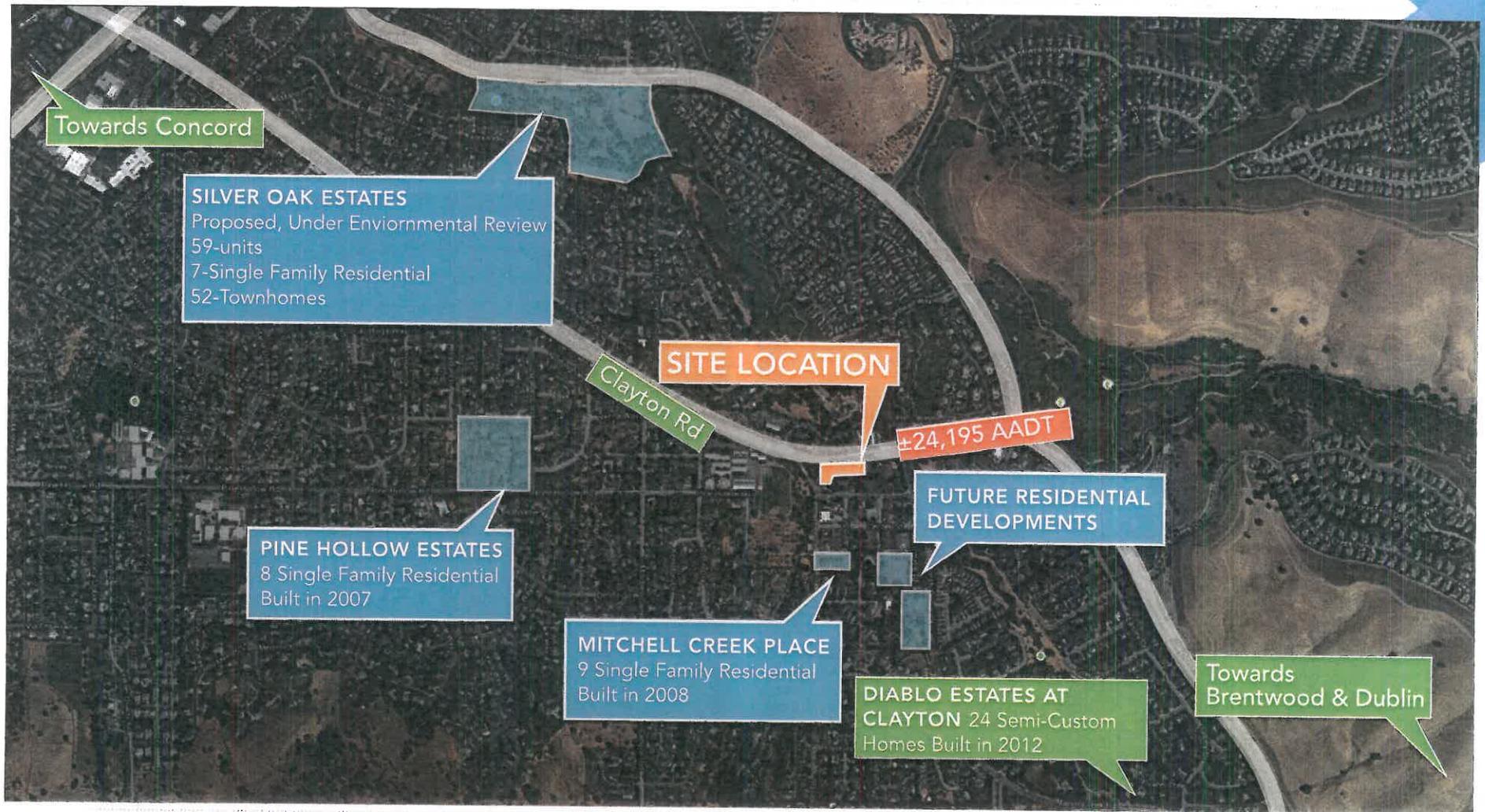
CA BROKERAGE LIC 01263636  
T 925.357.2000 F 925.357.2001

[www.transwestern.com/walnutcreek](http://www.transwestern.com/walnutcreek)

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6011 Main Street, Clayton, CA

AERIAL MAP



**FOR MORE INFORMATION**

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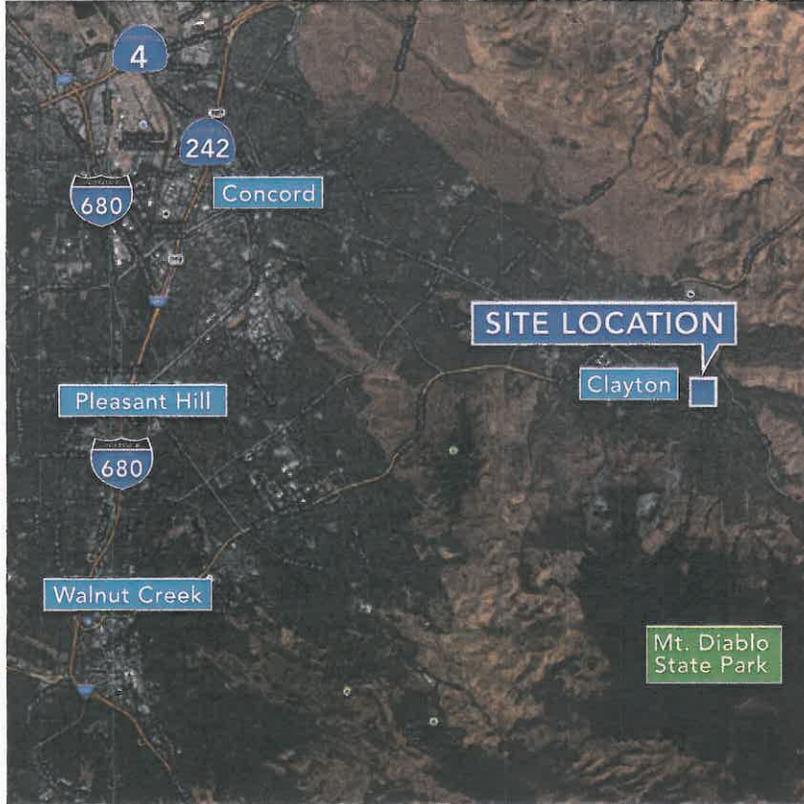
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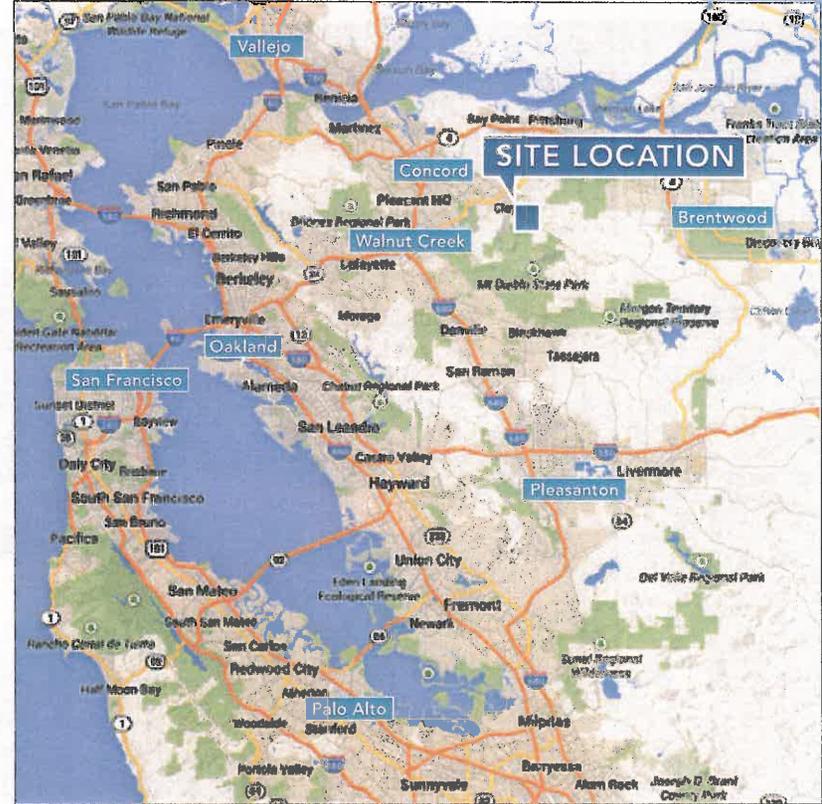
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6011 Main Street, Clayton, CA

### EAST BAY LOCATION MAP



### BAY AREA LOCATION MAP



#### FOR MORE INFORMATION

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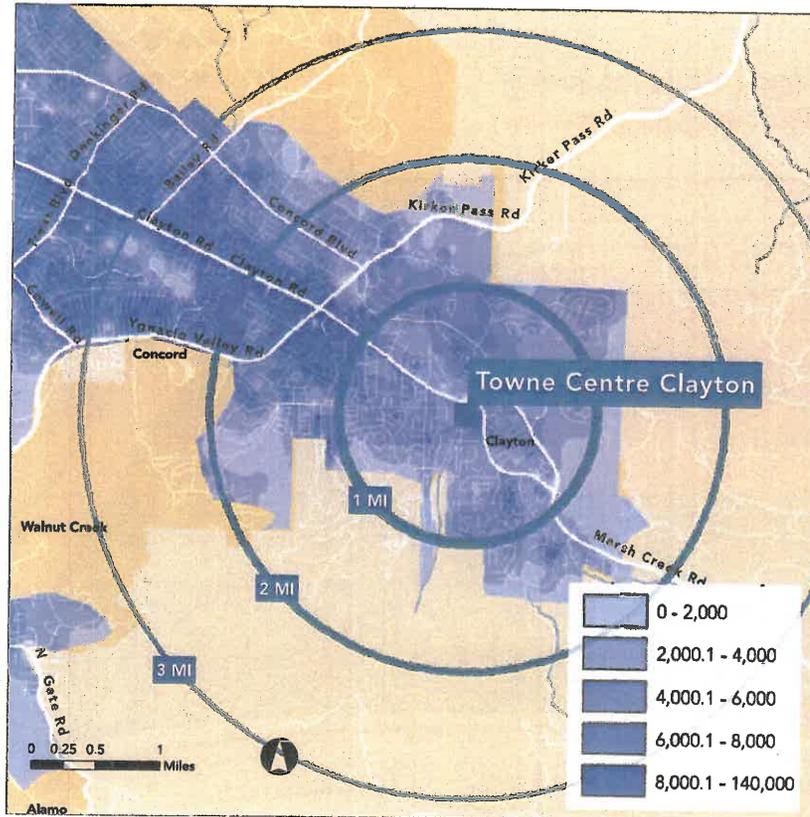


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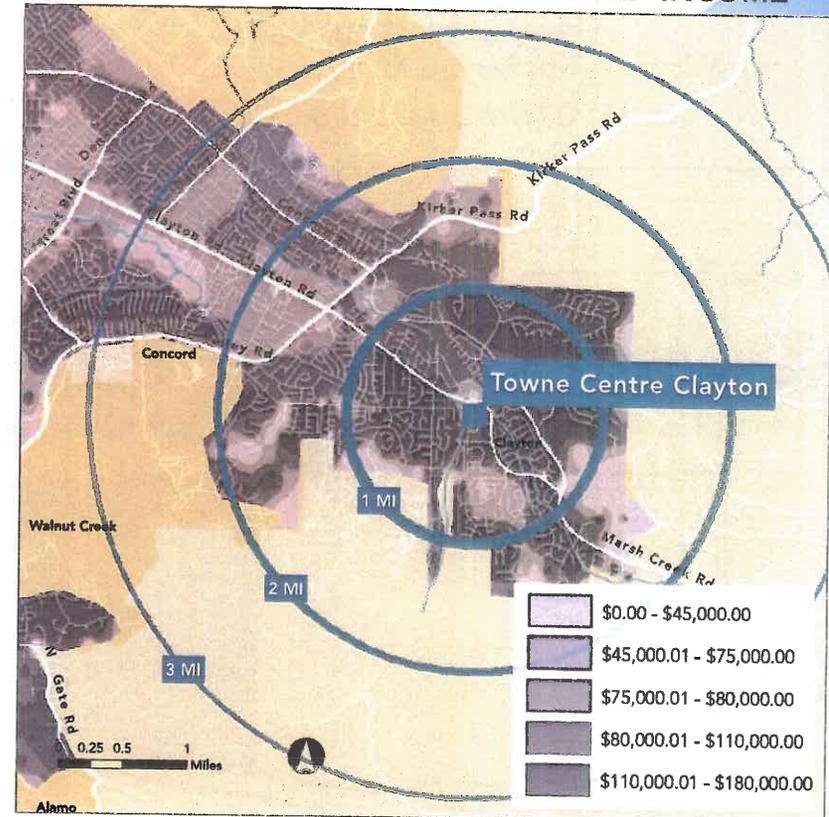
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 6011 Main Street, Clayton, CA

### DEMOGRAPHICS - POPULATION DENSITY



### DEMOGRAPHICS - MEDIAN HOUSEHOLD INCOME



#### FOR MORE INFORMATION

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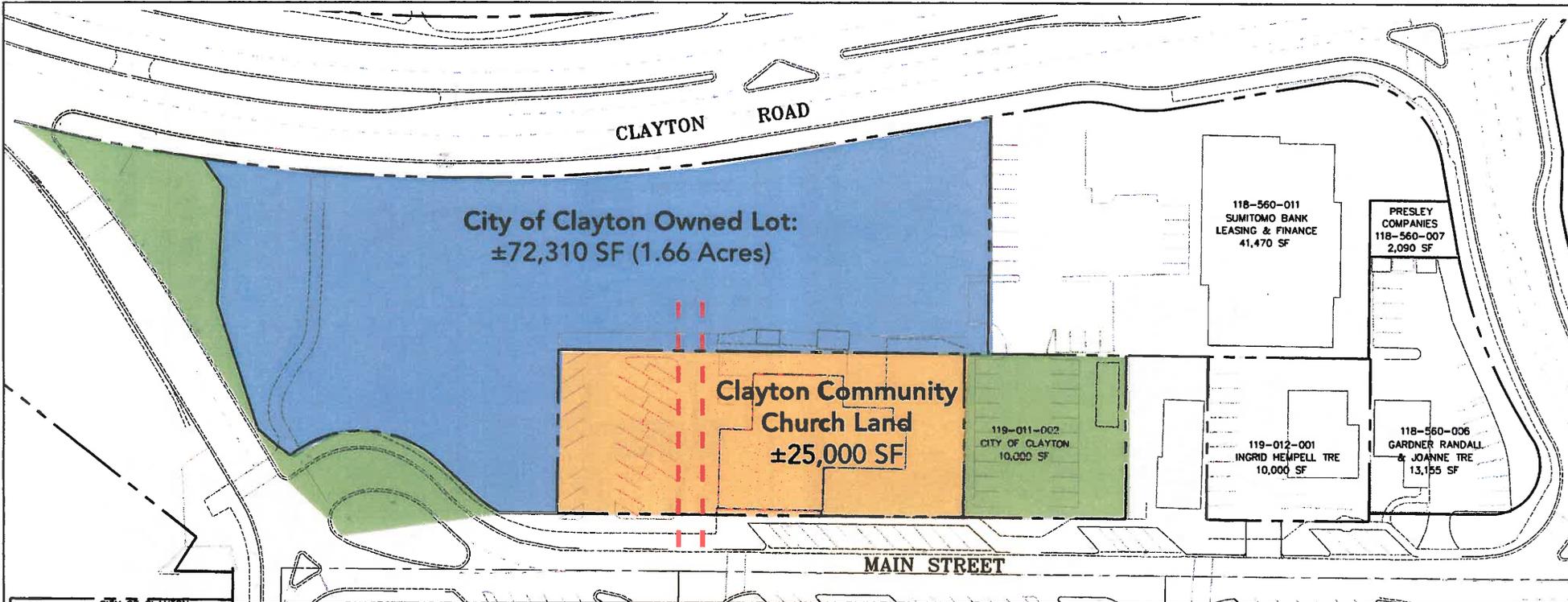
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# TOWNE CENTRE CLAYTON

## Developable Site Plan



### AVAILABLE FOR SALE

City of Clayton Owned Lot  
±72,310 SF (1.66 Acres)

Clayton Community Church Land (For Sale with Colliers Int.)  
±25,000 SF (0.57 Acres)

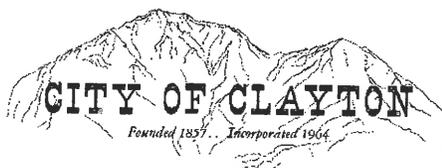
||| Access Rights Across Property  
||| (Exact Location TBD)

### OTHER CITY OWNED LAND\*

Other City of Clayton Owned Land  
±21,400 SF (0.49 Acres)

\*May be available to augment development





Agenda Date: 4-7-2015

Agenda Item

8a

Approved:

Gary A. Napper  
City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** LAURA HOFFMEISTER, ASSISTANT TO THE CITY MANAGER  
MAINTENANCE SUPERVISORS JANNEY AND JOHNSTON

**DATE:** April 7, 2015

**SUBJECT:** Consider recommendations from the Trails and Landscaping Committee (TLC) regarding priority of proposed general improvement projects within the Citywide Landscape Maintenance District (CFD 2007)

---

## RECOMMENDATION

Following City Council discussion and opportunity for public comment, by motion approve the recommendation of the Trails and Landscape Committee for staff to move forward with the development of plans for re-landscaping of subdivision entries – Option 1, and encumber \$300,000 of landscape district reserve funds [plantings will not occur until the Governor's Severe Drought Water Restrictions are lifted].

However, development of specific landscape plans for the various subdivision entries would still proceed by staff, reviewed by the TLC, and ultimately returned to the City Council with specific design plans prior to June 2016. By this timeline, improvement plans would be ready when water restrictions are hopefully lifted. Plant designs would be drought tolerant and include use of appropriate hardscape to minimize water use and enhance ease of maintenance.

## BACKGROUND

The Clayton Landscape Maintenance District (CFD – 2007) over the past year has generated a sufficient reserve balance to allow the consideration off new landscaping projects to be undertaken. When the District's Budget was initially adopted (FY 2014-15), it was unknown if further capital monies would be available to undertake more improvements than the two included in the proposed Budget (Creek Pedestrian Bridge Renovation and Downtown Planter Repair/Replacement). Preliminary staff calculations expected only \$219,572 would be available for Landscape District improvements. Therefore, the adopted Budget authorized the following Landscape Maintenance District projects:

### A. Creek Bridges Renovation Project (\$70,000)

All seven bridges along the creek trails system (six on Cardinet Trail and one on Easley Trail, the Bruce Lee Trail) are in need of surface replacements. Maintenance staff plans the bid specifications and documents for this trail maintenance project would be completed in mid-April; put the project out to bid end of April; award of the contract in July; and completion of construction by October 2015. That completion date is required to comply with State Fish and

Subject: Consider recommendations from the Trails and Landscaping Committee (TLC) regarding priority of proposed general improvement projects within the Citywide Landscape Maintenance District (CFD 2007)

Date: April 7, 2015

Page 2 of 4

Game and U.S. Army Corps of Engineers' restrictions about working in or near creek areas during the "rainy season" (hopefully that will be a problem in the fall of 2015). The project includes staff evaluation whether synthetic wood (recycled type product) could be used for the deck surface of the bridges.

#### B. Downtown Raised Planter Boxes (\$35,000)

The existing raised planter boxes in Town Center Clayton have various gradations of repair and replacement. Where possible the raised landscape planters will be enlarged. The planters on Center Street are larger than the existing older raised planters on Main Street. Existing planter box trees include the Chinese Pistache and the Crape Myrtle; these are appropriate tree species for planter boxes, although the Chinese Pistache needs the larger planter box size).

##### 1. North side of Main Street

Five (5) raised planter boxes all need work as follows:

- ▶ Remove/replace three planters with new ones which will be 16 inches larger in diameter to allow retention of the existing Chinese Pistache trees.
- ▶ Repair cap on one planter (retain existing Crape Myrtle).
- ▶ Remove and replace one planter box near Museum at same size (cannot be enlarged due to ADA public sidewalk clearance);

##### 2. Southside of Main Street

Seven raised planter boxes. Six (6) need improvement as follows:

- ▶ Re-mortar river rock sidings on two planter boxes (keep Crape Myrtles).
- ▶ Remove/replace three planter boxes with new ones which will be 16 inches larger in diameter to retain existing Chinese Pistache trees.
- ▶ Remove and replace one planter box at same size near The Grove Park (cannot be enlarged due to ADA public sidewalk clearance); appropriately sized landscape plants would be installed due to restricted size not suitable for tree roots.
- ▶ One planter is in good shape with an existing Crape Myrtle tree - no work needed.

##### 3. Center Street

Planter boxes on Center Street are all much larger and only need minor repair to the caps. The planter box at the corner of Center and Diablo Streets (near Village Market) was hit by a car and the City recovered insurance funds to repair it. Its repair work will be done with the other downtown planter work.

The Downtown Raised Planter Box Maintenance Project is anticipated to occur sometime in the fall/winter of 2015 (after Oktoberfest). Staff plans to incorporate this work in its upcoming citywide sidewalks repair project to obtain better bid and unit pricings.

#### TLC DISCUSSION

During Mid-Year Budget Review it was determined the Landscape District's unrestricted fund balance is \$544,299. As identified during the FY budget adoption process, if the reserve funds

Subject: Consider recommendations from the Trails and Landscaping Committee (TLC) regarding priority of proposed general improvement projects within the Citywide Landscape Maintenance District (CFD 2007)

Date: April 7, 2015

Page 3 of 4

were greater than anticipated during the budget adoption, the TLC was to consider recommending use of monies for other Landscape Maintenance District renovation projects. It has been the policy and practice of the Landscape Maintenance District to retain a reserve balance of \$200,000 each year. This fiduciary practice is employed because the Clayton Landscape Maintenance District parcel tax is not collected until later in the fiscal year when property owners' tax bills are first remitted. This policy still leaves around \$345,000 that can be designated for a new landscape project within the Landscape District.

Staff put together two potential projects for the Trail and Landscape Committee (TLC) to review and consider at its last meeting on March 16, 2015. After significant discussion the TLC unanimously recommended the City Council direct moving forward with Option 1: Entry Re-Landscaping into subdivision areas. The TLC reasons for selecting Option 1 included: the projects would be spread over the community thus more equity for more areas of the community; the likely easier construction with less street lane closures than if Clayton Road median project, therefore might be faster to complete each one; the Clayton Road median is traveled at 45 mph and not all residents go by the area. The subdivision entry re-landscaping would be more noticeable and closer to the resident's actual homes.

#### Option 1: Entry Ways Re-Landscaping

Re-landscape the entry ways on major roads into residential subdivisions and the area by the Clayton Town Center sign. The medians are Eagle Peak Drive (2), Keller Ridge Drive, Peacock Creek Drive, Regency Drive, east Marsh Creek Road entry into City, and the Marsh Creek Road eastside frontage by town center sign. This project had been discussed in the past as a possible future project by the Trails and Landscape Committee when funds became available. Attached is a short description of the area with square footage, estimated cost, and Goggle map locations.

#### Option 2: Median Re-Landscaping - Clayton Road from Oakhurst to Marsh Creek Road near the Diablo View Middle School

Re-landscape the median along Clayton Road from Oakhurst Drive to Marsh Creek Road at the Diablo View Middle School. Attached is a short description of the area with square footage, estimated cost, and Goggle map location.

The estimated cost was taken from the Clayton Road Median Project that was completed in 2012. These are only estimates based on square footage costs which can become higher or lower than anticipated after actual plans and specifications are drawn and the City receives bids from the contractors.

Due to Governor Brown's Executive Order B-29-15 issued on April 1, 2015 calling for statewide water reductions of 25%, it is considered imprudent for the City to engage in planting more public landscaping, no matter how desirable or attractive, which will increase the City's water

Subject: Consider recommendations from the Trails and Landscaping Committee (TLC) regarding priority of proposed general improvement projects within the Citywide Landscape Maintenance District (CFD 2007)

Date: April 7, 2015

Page 4 of 4

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needs during a severe drought statewide and while property owners within our community are faced with decreasing their own household and yard water needs. Therefore, deferring Option 1 (and Option 2) to later timetables is the obvious recommendation.

### **FISCAL IMPACT**

During the adoption of the FY 14-15 District Budget it was projected the Landscape Maintenance District reserve would be \$219,572. At Mid-Year Budget it was determined to be \$544,299.

After accounting for the FY approved projects (Creek Trail bridge renovations and the Downtown Planter Box Repair/Replacement), \$300,000 is available for additional landscape District renovation projects. The proposal is for this amount (\$300,000) to be earmarked for the TLC's Option 1 project (Entry Ways Re-Landscaping Project). This action would leave a working equity reserve of \$200,000 for the reasons noted above.

### **Attachments**

- 1. Landscape Maintenance District Improvement Plan Criteria [2 pp.]
- 2. Option 1 – Entry Median areas [9 pp.]
- 3. Option 2- Clayton Road Median [3 pp.]
- 4. Landscape Maintenance District FY 14-15 budget memo to City Council [1 pg.]
- 5. FY 14-15 Maintenance District mid-year status financial report [2 pp.]

*Landscape projects 2015 16 ccsr*

**LANDSCAPE MAINTENANCE DISTRICT IMPROVEMENT PLAN CRITERIA**

APPROVED BY THE TRAILS AND LANDSCAPE COMMITTEE NOV 16, 2009

**Criteria:**

- Areas that give the District the largest savings over the long term in reduced water usage and maintenance while enhancing the landscape, including the use of hardscape in key appropriate areas to minimize planting area
- Plant Replacement caused by drought only in areas where no overriding factor has been detected i.e. substandard irrigation, wrong type of plants, substandard soil, or mass loss of plant life before drought. (see below)

Using the above criteria the maintenance staff has provided a partial list of areas that should be considered for improvement and the general type of changes:

**First** step would be to improve the following areas:**Water Feature**

Replace turf area with a smaller lawn in front of the fountain and plant trees and shrubs on outside areas along fence lines (concept plan to be provided at the meeting) **COMPLETED**

**Oakhurst Drive median noses**

Hardscape the narrow median noses along Oakhurst Drive removing remaining shrubs (seven narrow noses and three wider noses) **COMPLETED**

**Entry Medians and sides**

Re-landscape entry medians to the following areas Eagle Peak, Indian Wells, Indian Head, Keller Ridge, and Peacock Creek with a standard plan and low maintenance design.

**City Entries**

Re-Landscape entry sign areas into the City with a standard plan and low maintenance design

**Peacock Drive Median**

Hardscape the median keeping only the existing trees.

**Second** step would be to establish a replanting program in the following order:**Trees Citywide**

Continue to replace street trees as they die out this include the trees in the medians and along City streets.

**Clayton Greens Lawns**

Replace with shrubs or lawns

**Third** step Fill in landscape areas that have already been upgraded been upgraded within the Landscape District using only shrubs or trees.

Old Marsh Creek Rd  
Oakhurst Drive Southside  
Center Street Trail

**Fourth** step Fill in older landscape areas of the Landscape District that have adequate or need minimal irrigation upgrades and using only shrubs and trees

Clayton Road from City limits to Mitchell Canyon  
Clayton Rd from Oakhurst to Mitchell Cyn (note this area was redone with new irrigation and planting plan along with Daffodil Hill --Daffodil Hill joint funded project with CBCA) **COMPLETED**  
Clayton Road from horse trail along sound wall on Marsh Creek Road

**Fifth** step and Long term goals for the Landscape District

Upgrade irrigation where the systems are substandard

Centralize the irrigation system district wide

Planting plans for the following areas

Eagle Peak Drive  
City wide medians  
Keller Ridge Drive  
Regency Meadows  
Clayton Greens

**LANDSCAPE PROJECT  
OPTION 1 - Subdivision ENTRYs**

**Eagle Peak Drive and Oakhurst Drive (south)**

AERA: 215x15 feet - 3230sqft.

IRRIGATION: Has one station that runs the complete median needs to be upgraded

CONTROLLER: Needs and upgrade to smart controller to meet water conversation ordinance

POWER: No

ESTIMATED COST TO LANDSCAPE:**\$52,837**

**Keller Ridge Drive and Eagle Peak Drive**

AREA: 100 x 10 feet – 1000sqft.

IRRIGATION: Has one station that runs the complete median needs to be upgraded

CONTROLLER: Needs and upgrade to smart controller to meet water conversation ordinance

POWER: Yes also entry sign on median

ESTIMATED COST TO LANDSCAPE:**\$22,620**

**Eagle Peak Drive and Oakhurst Drive (north)**

AREA: 55 x 10 feet – 550sqft.

IRRIGATION: Hook up to both sides of entry all would need upgrading

CONTROLLER: Needs and upgrade to smart controller to meet water conversation ordinance

POWER: Yes also entry sign on median

ESTIMATED COST TO LANDSCAPE:**\$12,818**

**Peacock Creek Drive at Clayton Road first median**

AREA: 150 x 8 feet – 1200sqft

IRRIGATION: Has one station that runs the complete median needs upgrading

CONTROLLER: Needs an upgrade to smart controller to meet water conversation ordinance

POWER: No

ESTIMATED TO LANDSCAPE:**\$25,644**

**Regency Drive at Marsh Creek Road**

AREA: 250 x 10 feet – 2500sqft

IRRIGATION: No – needs whole system installed; mains, valves, laterals (may need new meter)

CONTROLLER: None (may need to be added) or new smart controller installed in existing landscape

POWER: No

ESTIAMATED TO LANDSCAPE:**\$37,950**

**Marsh Creek Road at Diablo Parkway**

AREA: 60 x 12 feet – 720sqft. (east side) 40 x 12 feet – 480sqft (west side)

IRRIGATION: No - needs whole system installed; mains, valves, laterals

CONTROLLER: No needs a smart controller to meet water conversation ordinance

POWER: No

ESTIMATE TO LANDSCAPE:**\$48,944**

**Marsh Creek Road east side from Town Center Sign to Center Street**

AREA: Clayton Road to Corral – 330 x 8 feet – 2640sqft. Corral to Center Street 110 x 5 – 500sqft.

IRRIGATION: Multiple systems needed to be upgraded

CONTROLLER: Yes smart controllers installed

POWER: Yes

ESTIMATE TO LANDSCAPE:**\$47,476**

**TOTAL ESTIMATE COST OF ALL ENTRY'S: \$248,289 TO \$297,947**

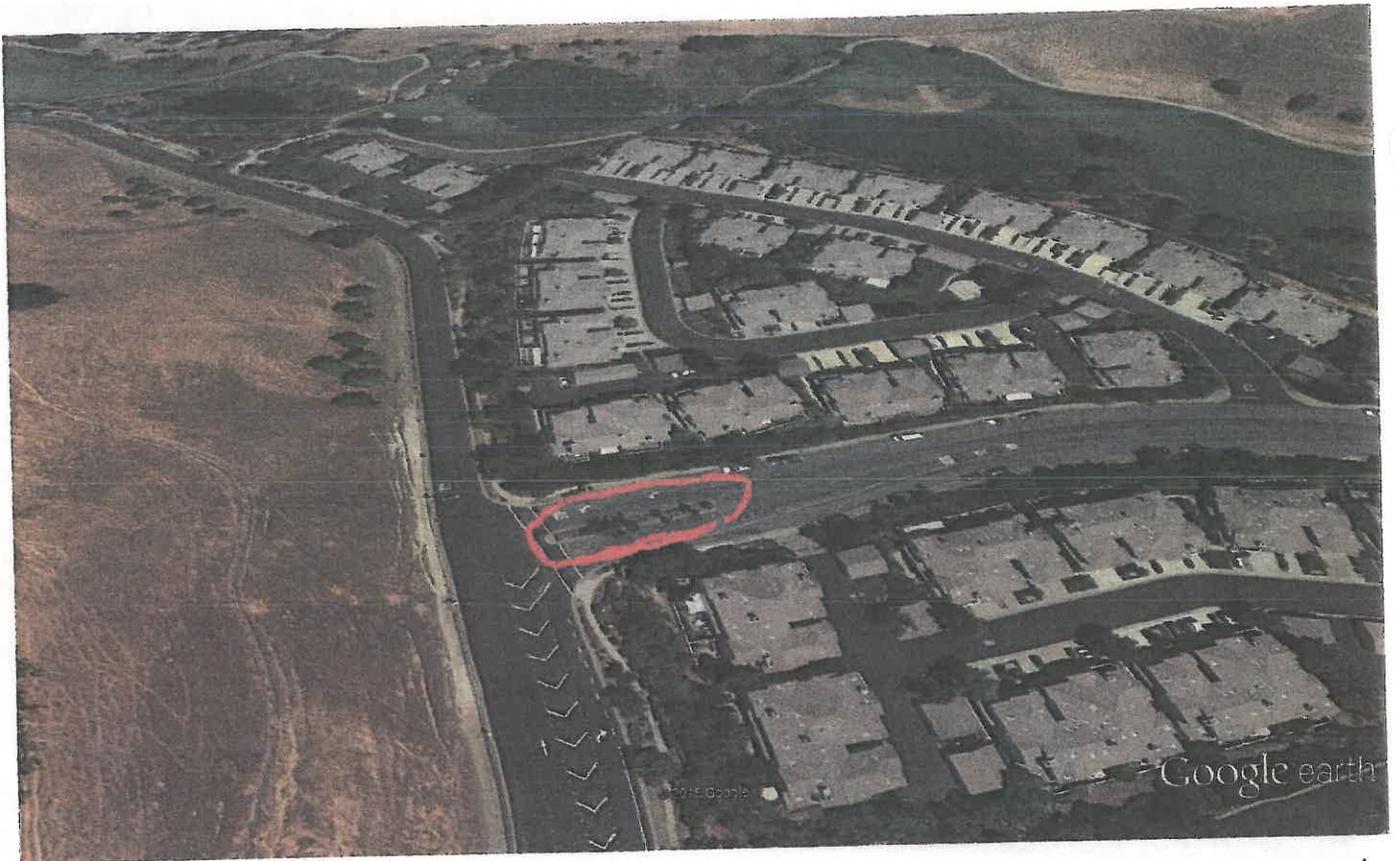
The Median Entry's would be landscaped in a more formal appearance using hard scape, lighting, and shrubs. This would be like the landscaping installed on Clayton Road in the Median from Heritage Trail to Oakhurst Drive. Costs are only estimated using construct costs from the Clayton Road project in 2012 as a guide.



Google earth



Eagle Peak and Oakhurst Drive (south) option 1



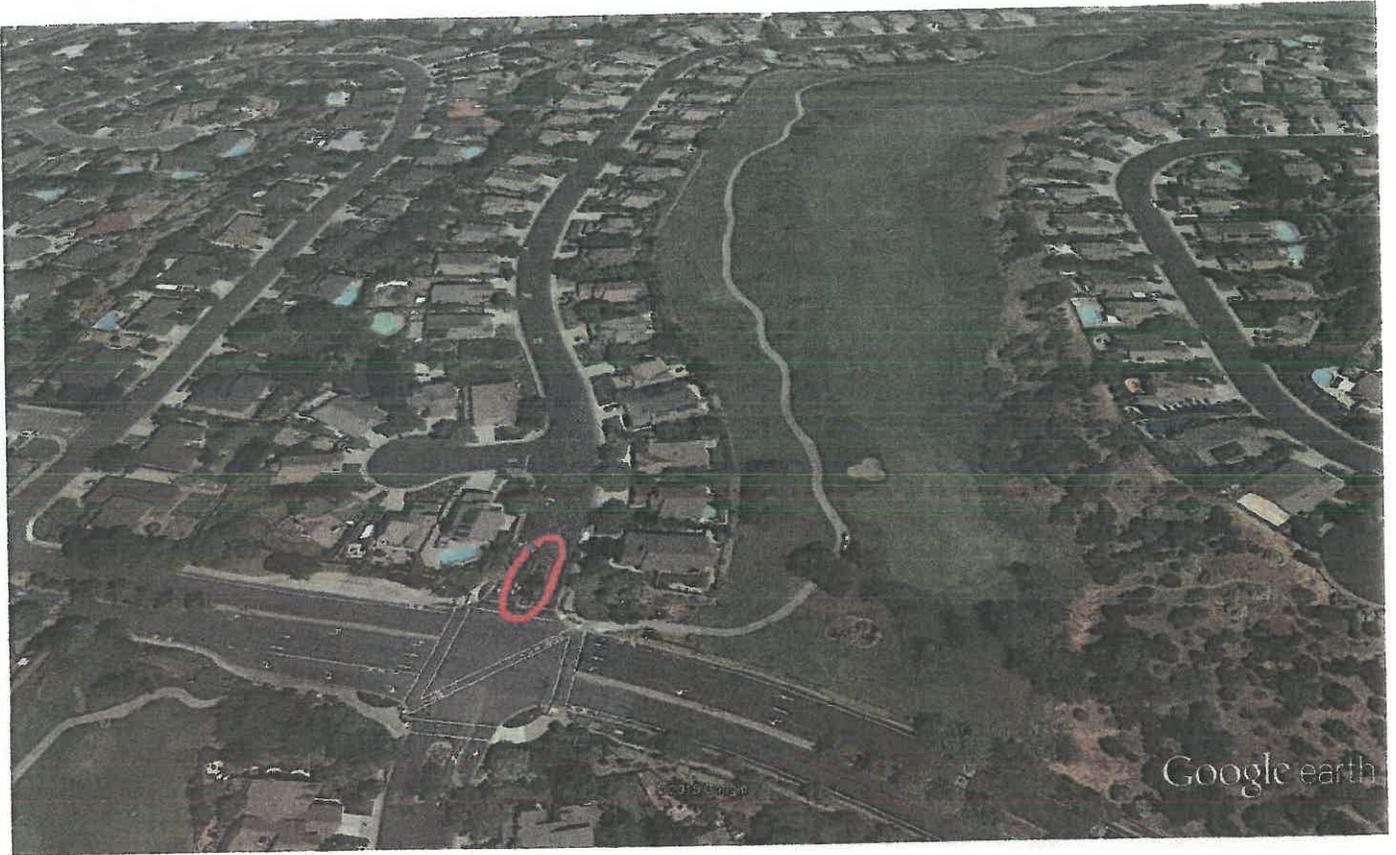
Google earth

feet  
meters



Keller Ridge Drive

option 1



Google earth



Eagle Peak Drive and Oakhurst Drive (North) Option 1



Google earth

feet  
meters



Pearrock Creek Drive at Clayton Rd

Option 1



Google earth



Regency Drive at Marsh Creek Road Option 1

Note: Oak Creek Canyon  
Subdivision required to  
landscape medians on Marsh



Entry on Diablo Parkway - Option 1.  
Marsh Creek Road



Google earth



Marsh Creek Road (east side)    option 1  
Town Center Sign

**LANSCAPE PROJECT  
OPTION 2 - CLAYTON ROAD MEDIAN**

**Clayton Road from Oakhurst Drive to Peacock Creek**

AREA: 120 x 14 feet – 1680sqft .  
180 x 14 feet – 2520sqft.  
180 x 14 feet – 2520sqft.  
195 x 18 feet – 3510sqft.  
195 x 18 feet – 3510sqft.  
195 x 18 feet – 3510sqft.  
TOTAL AREA: 1890 LF. 17250sqft.  
**\*ESTIMATE COST:\$159,186**

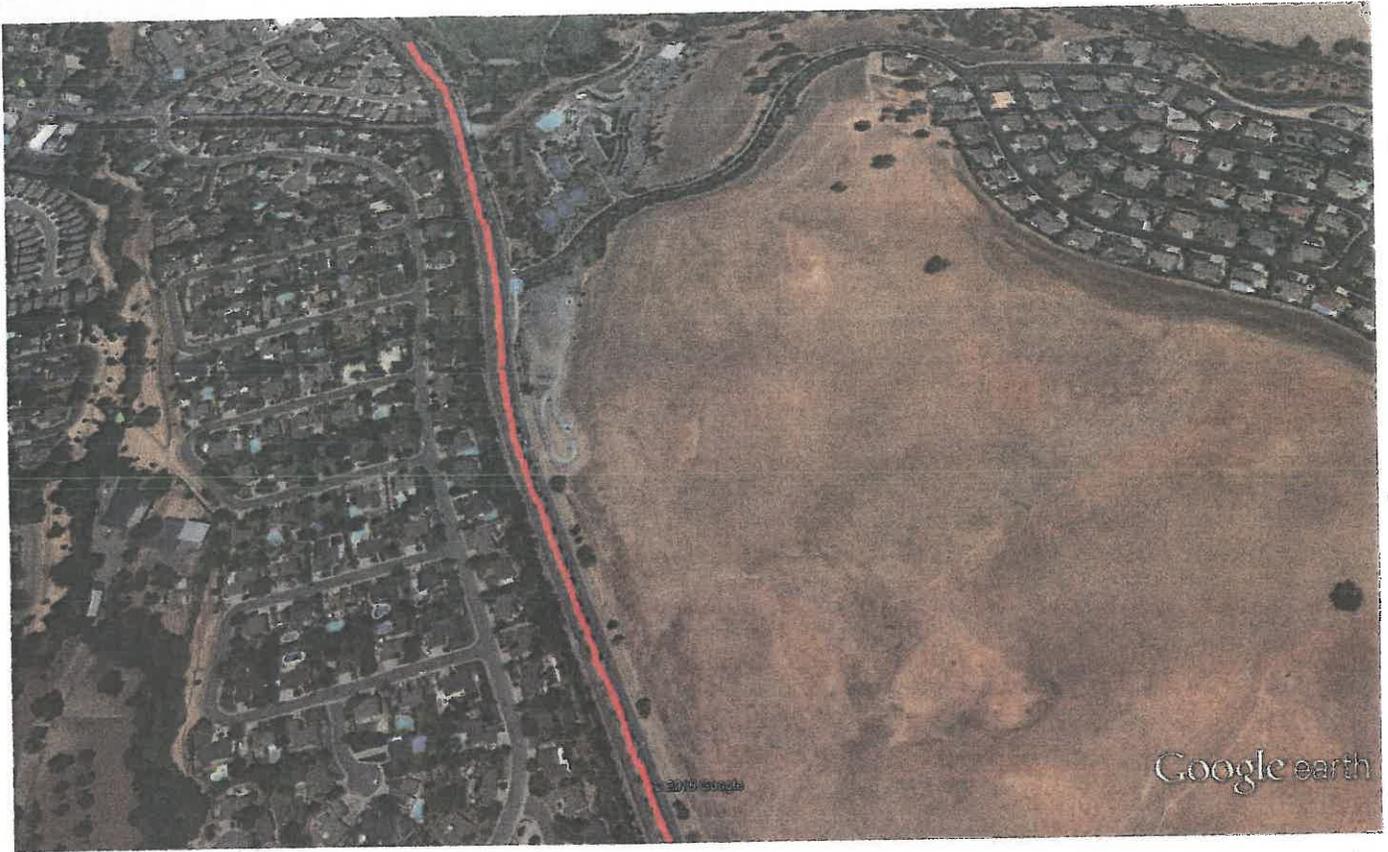
**Clayton Road from Peacock Creek Drive to Marsh Creek Road**

AREA: 90 x 18 feet – 1620sqft.  
195 x 18 feet – 3510sqft.  
180 x 18 feet – 3224sqft.  
TOTAL AREA: 4830LF. 43,454sqft  
**\*ESTIMATE COST:\$344,903**

\*These cost estimates would be for new lateral irrigation installation, valve replacement, irrigation controller upgrades, maintenance strip with crushed gold, tree replacement (tulip trees), ground cover, and bark.

**TOTAL COST OF BOTH SECTIONS:\$504,089**

This would match the median between Mitchell Canyon Road and Heritage Trail on Clayton Road. Costs are only an estimate using construction cost from the Clayton Road-project in 2012 as-a-guide.



Google earth



Clayton Road Median      Option 2



Google earth



Clayton Road Median Option 2



# Memo

**To:** City Council

**From:** Laura Hoffmeister, Asst. to the City Manager

**Meeting Date:** June 17, 2014

**Re:** Proposed draft 2014-15 Landscape maintenance District Budget review and recommendation by the Trails and Landscape Committee

---

City staff presented the updated proposed Landscape Maintenance District Budget to the TLC at its June 7<sup>th</sup> meeting.

The Trail and Landscape Committee currently consists of ten members. All members were present except for Chair Casagrande and Committee member Erich. Neither Ex-officio member Shuey nor alternate Geller was present. All those not present had communicated in advance to staff that they would not be able to attend the June 7<sup>th</sup> meeting due to conflicting prior planned commitments.

The TLC reviewed the updated proposed budget using numbers that Finance Manager and staff had revised since the City Councils June 3<sup>rd</sup> meeting.

The TLC meeting was they agreed with the proposed projects for FY 13/14 include the carry forward of prior planned projects that due to timing and staff workloads were not begun (Keller Ridge Drive Street Tree replacement, Jeffry Ranch landscape refurbishment); continue with the phased replacement of field irrigation controllers, and extra fire prevention tree trimming in open space. Due to limited funds available the TLC concurred that the two new projects priorities would be the pedestrian creek bridge surface replacement, and Main Street planter boxes repair/replacement. There are not funds projected to be able to undertake or recommended any additional major replanting/renovation project at this time. If sufficient additional fund balance does materialize that would allow consideration of additional proposed projects it will be considered by the TLC at the mid-year review.

The TLC recommended [vote: 8-0 (2 absent)] that the levy assessments for the Landscape Maintenance District be increased by the CPI which is 2.78% (pursuant to the voter approved measure B - the maximum increase in Measure B allowed is 3%); and recommended approval of the updated proposed Landscape Maintenance District budget for FY 2014/15 as presented, including the FY 13/14 projects totaling \$ 207,000.

# City of Clayton

## Budget-to-Actual Report

For Six Month Period Ending December 31, 2014

		Actual	Budget	Variance (\$)	Budget Realized (%)
<b>210 - Landscape Maintenance CFD</b>					
<b>Revenues</b>					
210-4604-00	Clayton LMD Assessment	\$552,920	\$1,005,224	(\$452,304)	55.00 %
210-5601-00	Interest	\$1,485	\$4,000	(\$2,515)	37.13 %
210-6003-00	Trx. From CIP Fund	\$259,704	\$0	\$259,704	0.00 %
Totals for Department(s) 00 - City:		<u>\$814,109</u>	<u>\$1,009,224</u>	<u>(\$195,115)</u>	<u>80.67 %</u>
<b>Total Revenues</b>		<u><b>\$814,109</b></u>	<u><b>\$1,009,224</b></u>	<u><b>(\$195,115)</b></u>	<u><b>80.67 %</b></u>
<b>Expenses</b>					
210-7111-00	Regular Salaries	\$57,199	\$159,880	\$102,681	35.78 %
210-7112-00	Temporary Salaries	\$27,057	\$98,110	\$71,053	27.58 %
210-7113-00	Overtime	\$201	\$0	(\$201)	0.00 %
210-7218-00	Life and LTD Insurance	\$472	\$1,300	\$828	36.34 %
210-7220-00	PERS Retirement	\$13,950	\$38,750	\$24,801	36.00 %
210-7231-00	Workers' Compensation	\$12,141	\$11,420	(\$721)	106.32 %
210-7232-00	Unemployment Compensation	\$0	\$4,700	\$4,700	0.00 %
210-7233-00	FICA and Medicare	\$3,158	\$9,830	\$6,672	32.13 %
210-7246-00	Benefit Insurance	\$13,723	\$39,180	\$25,457	35.03 %
210-7311-00	General Supplies	\$8,216	\$43,000	\$34,784	19.11 %
210-7316-00	Landscape Replacement	\$0	\$20,000	\$20,000	0.00 %
210-7335-00	Gas & Electricity	\$11,221	\$25,000	\$13,779	44.88 %
210-7338-00	Water Services	\$91,620	\$187,000	\$95,380	48.99 %
210-7342-00	Machinery/Equipment Maintenan	\$16,433	\$10,000	(\$6,433)	164.33 %
210-7343-00	Vehicle Maintenance	\$13,887	\$12,000	(\$1,887)	115.73 %
210-7344-00	Vehicle Gas, Oil, and Supplies	\$7,698	\$15,300	\$7,602	50.31 %
210-7381-00	Property Tax Admin. Costs	\$0	\$3,800	\$3,800	0.00 %
210-7419-00	Other Professional Services	\$19,151	\$148,419	\$129,268	12.90 %
210-7486-00	CERF Charges/Depreciation	\$13,500	\$13,500	\$0	100.00 %
210-7520-00	Landscape Projects	\$15,700	\$207,000	\$191,300	7.58 %
210-7615-00	CCC Property Tax	\$2,576	\$2,600	\$24	99.06 %

*Note: This includes funding for Bridge Renovation and Downtown planters repair/replacement projects.*

**City of Clayton**  
**Budget-to-Actual Report**  
For Six Month Period Ending December 31, 2014

	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>Budget Realized (%)</u>
210-8101-00      Transfer To General Fund	\$16,528	\$33,056	\$16,528	50.00 %
210-8113-00      Transfer to Stormwater Fund	\$912	\$912	\$0	100.00 %
Totals for Department(s) 00 - City:	<u>\$345,343</u>	<u>\$1,084,757</u>	<u>\$739,414</u>	<u>31.84 %</u>
<b>Total Expenses</b>	<u><b>\$345,343</b></u>	<u><b>\$1,084,757</b></u>	<u><b>\$739,414</b></u>	<u><b>31.84 %</b></u>
<b>BEGINNING FUND BALANCE</b>	<b>\$340,162</b>	<b>\$340,162</b>	<b>\$0</b>	<b>100.00 %</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$468,766</b>	<b>(\$75,533)</b>	<b>\$544,299</b>	<b>(620.61)%</b>
<b>ENDING FUND BALANCE</b>	<u><b>\$808,928</b></u>	<u><b>\$264,629</b></u>	<u><b>\$544,299</b></u>	<u><b>305.68 %</b></u>



Agenda Date: 4-7-2015

Agenda Item: 8b

Approved:

Gary A. Napper  
City Manager

# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: CITY MANAGER**

**DATE: 07 APRIL 2015**

**SUBJECT: COUNCIL MEMBER REQUEST TO DISCUSS THE CREATION AND DESIGN  
OF AN OFFICIAL CITY FLAG**

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## **RECOMMENDATION**

Following presentation by Council Member Diaz and opportunity for public comment, it is recommended the City Council discuss and then provide policy direction regarding whether to design and create an official City of Clayton flag.

## **BACKGROUND**

At its regular public meeting held on 06 January 2015 under "Council Items" for future meetings, Council Member Diaz expressed his interest in the discussion of designing and producing an official City flag. He distributed to the City Council and staff copies of a pamphlet issued by the North American Vexillological Association regarding how to design a great flag.

At Council Member Diaz's request this subject has been placed on this agenda and a copy of the flag pamphlet is attached.

Attachment: "Good Flag, Bad Flag" pamphlet [8 pp.]

# GOOD FLAG, BAD FLAG

## How to Design a Great Flag

This guide was compiled by Ted Kaye, editor of *RAVEN*, a Journal of Vexillology (published annually by NAVA).

These principles of good flag design distill the wisdom of many people who have written on the subject, including Philippe Bondurand, Frederick Brownell, William Crampton, Michael Faul, Jim Ferrigan, Richard Gideon, Kevin Harrington, Lee Herold, Ralph Kelly, Rich Kenny, David Martucci, Clay Moss, Peter Orenski, Whitney Smith, Steve Tyson, Henry Untermyer, and Alfred Znamierowski.

### What is NAVA?

The North American Vexillological Association (NAVA) is dedicated to vexillology, the study of flag history and symbolism. For more information about its activities, publications, and membership, visit [www.nava.org](http://www.nava.org) or write:

NAVA  
1977 N. Olden Ave. Ext., PMB 225,  
Trenton, NJ 08618-2193, U.S.A.

ISBN-13: 978-0-9747728-1-3  
ISBN-10: 0-9747728-1-X

Designed by Melissa Scott  
© 2006 North American Vexillological Association



# GOOD FLAG, BAD FLAG

## How to Design a Great Flag



USE 5 BASIC PRINCIPLES TO CREATE AN  
OUTSTANDING FLAG FOR YOUR ORGANIZATION,  
CITY, TRIBE, COMPANY, FAMILY, NEIGHBORHOOD,  
OR EVEN COUNTRY!

North American Vexillological Association  
The Flag Experts of the United States and Canada

COMPILED BY TED KAYE



# 1. KEEP IT SIMPLE

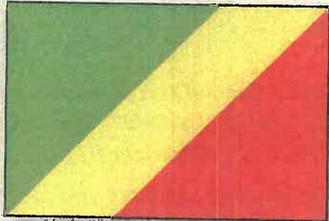
THE FLAG SHOULD BE SO SIMPLE THAT A CHILD CAN DRAW IT FROM MEMORY ...

**F**lags flap. Flags drape. Flags must be seen from a distance and from their opposite side. Under these circumstances, only simple designs make effective flags. Furthermore, complicated flags cost more to make, which often can limit how widely they are used.

Most poor designs have the elements of a great flag in them—simplify them by focusing on a single symbol, a few colors, large shapes, and no lettering. Avoid the temptation to include a symbol for everybody.

Ideally the design will be reversible or at least recognizable from either side. Don't put a different design on the back.

GOOD



CONGO

With bold, contrasting colors, large shapes, and parallel lines, this flag is also easily recognized when reversed.

BAD



WEST VIRGINIA (USA)

The seal itself is complex, the white background is boring, and the overall design differs from other state flags only in its blue border.

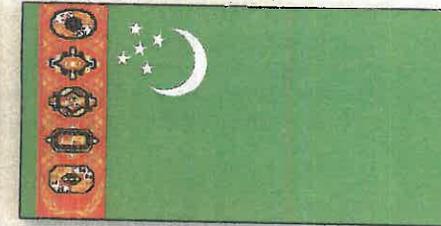
GOOD



BANGLADESH

With two strong colors and a single symbol—the rising sun of independence (slightly offset to the hoist), this flag succeeds admirably.

BAD



TURKMENISTAN

This very complicated rug contains 5 traditional patterns! Better to leave it off and keep the moon and stars.

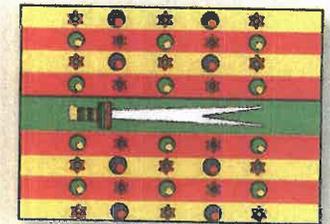
GOOD



ALASKA (USA)

The stars, a standard U.S. symbol, form the "Big Dipper" constellation and the North Star, representing the northernmost U.S. state.

BAD



BEY OF TUNISIA

Replete with stars, crescents, and the Sword of Ali, this 19<sup>th</sup>-century design's overwhelming complexity defeats its purpose.



## 2. USE MEANINGFUL SYMBOLISM

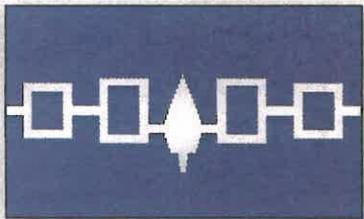
THE FLAG'S IMAGES, COLORS, OR PATTERNS SHOULD RELATE TO WHAT IT SYMBOLIZES . . .

**S**ymbolism can be in the form of the “charge” or main graphic element, in the colors used, or sometimes even in the shapes or layout of the parts of the flag.

Usually a single primary symbol is best—avoid those that are less likely to be representative or unique. Colors often carry meanings: red for blood or sacrifice, white for purity, blue for water or sky.

Diagonal stripes are often used by former colonies as an alternative to the generally horizontal and vertical stripes of European countries.

GOOD



*IROQUOIS  
CONFEDERACY (USA)*

“Hiawatha’s Belt”, a symbol for five tribes since before 1600, appears on the traditional blue of wampum shell beads.

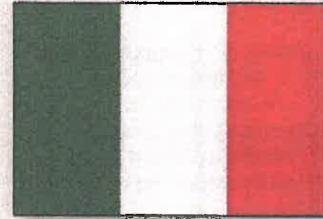
BAD



*NAVAJO NATION  
(USA)*

Over 20 graphic elements overwhelm the viewer and none are large enough to be seen easily.

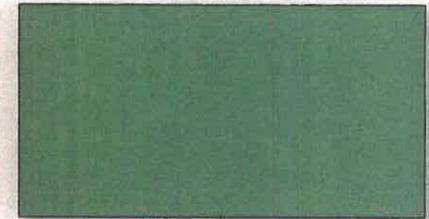
GOOD



*ITALY*

Based on the revolutionary flag of France, the vertical orientation of Italy’s stripes represented a challenge to the typical horizontal stripes of the ruling kingdoms of Europe.

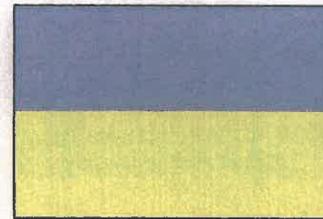
BAD



*LIBYA*

Although Libya’s green field was chosen for its Islamic symbolism, a solid-color flag is too simple to represent a country, and is meaningless when depicted in grayscale.

GOOD



*UKRAINE*

The light blue and yellow represent the sky over wheat fields—both the color and the direction of the stripes carry the meaning.

BAD



*ORGANIZATION  
OF AMERICAN  
STATES*

Believe it or not, this flag depicts the flags of all the member countries, and must be changed each time one joins, drops out, or changes its flag!



### 3. USE —3 BASIC COLORS

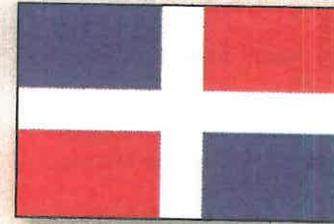
LIMIT THE NUMBER OF COLORS ON THE FLAG TO THREE, WHICH CONTRAST WELL AND COME FROM THE STANDARD COLOR SET ...

The basic flag colors are red, blue, green, black, yellow, and white. They can range from dark to light. Occasionally other colors are also used, such as purple, gray, and orange, but they are seldom needed in a good design.

Separate dark colors with a light color, and light colors with a dark color, to help them create effective contrast. A good flag should also reproduce well in "grayscale", that is, in black and white shades.

More than four colors are hard to distinguish and make the flag unnecessarily complicated and expensive. Flag fabric comes in a relatively limited number of colors—another reason to stick to the basics.

GOOD



DOMINICAN REPUBLIC

These colors provide balance and contrast, leaving a white cross as "negative space" in the middle of the flag.

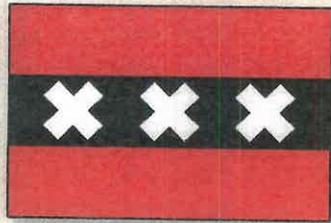
BAD



DOMINICA

By using ALL six basic flag colors, this flag creates unnecessary cost and complexity. Who can see the parrot's red and black eye?

GOOD



AMSTERDAM (NETHERLANDS)

These colors contrast well, even though the red and black are not separated by a light color.

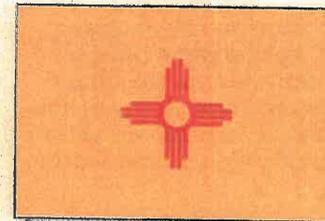
BAD



CHINESE ADMIRAL (1882)

Too many colors! At the least, the yellow and white should be separating the dark colors. While the dragon is in the position of honor, it is very hard to distinguish.

GOOD



NEW MEXICO (USA)

Red and yellow recall the state's Spanish heritage, while the sun symbol comes from the Zia Indians. This design was voted the best U.S. state flag by NAVA members.

BAD



VIRGINIA (USA)

Imagine, 18 different colors in the official flag specifications! Not only are they difficult to distinguish, but having so many colors drives up the manufacturing cost.



## 4. NO LETTERING OR SEALS

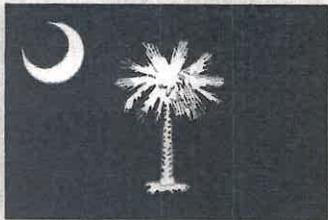
NEVER USE WRITING OF ANY KIND OR AN ORGANIZATION'S SEAL . . .

**W**ords defeat the purpose: why not just write "U.S.A." on a flag? A flag is a graphic symbol. Lettering is nearly impossible to read from a distance, hard to sew, and difficult to reduce to lapel-pin size. Words are not reversible—this forces double- or triple-thickness fabric.

Don't confuse a flag with a banner, such as what is carried in front of a marching band in a parade, or draped behind a speaker's platform—such banners don't flap, they are seen from only one side, and they're usually seen closer-up.

Seals were designed for placement on paper to be read at close range. Very few are effective on flags—too detailed. Better to use some element from the seal as a symbol. Some logos work; most don't.

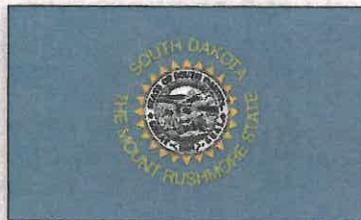
GOOD



*SOUTH CAROLINA (USA)*

The palmetto tree represents the "Palmetto State" far better than the state's seal could. The crescent moon is in the position of honor.

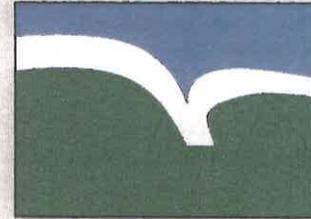
BAD



*SOUTH DAKOTA (USA)*

This flag uses a seal AND lettering! The name of the state actually appears twice.

GOOD



*CÔTES D'ARMOR (FRANCE)*

Rather than the logo style frequently used by French departments and regions, Cotes d'Armor uses a stylized seagull in the shape of its coastline.

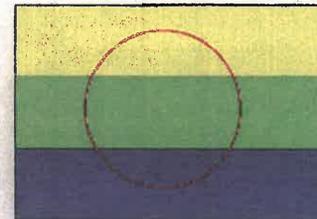
BAD



*LOIR-ET-CHER (FRANCE)*

All those words, plus an indistinguishable gray shape . . . Better to have used the stylized dragon on a more interesting background color.

GOOD



*PEGUIS NATION (CANADA)*

The contrasting colors with a single central symbol represent this Indian nation far better than could any seal.

BAD



*FT. PROVIDENCE, NWT (CANADA)*

Despite the overall pattern recalling Canada, this flag (for an Indian community) stumbles with a virtually indistinguishable seal.



## 5. BE DISTINCTIVE OR BE RELATED

AVOID DUPLICATING OTHER FLAGS, BUT  
USE SIMILARITIES TO SHOW CONNECTIONS ...

This is perhaps the most difficult principle, but it is very important. Sometimes the good designs are already "taken". However, a flag's symbols, colors, and shapes *can* recall other flags—a powerful way to show heritage, solidarity, or connectedness. This requires knowledge of other flags.

Often the best way to start the design process can be looking to one's "roots" in flags—by country, tribe, or religion. Use some of the many resources available to help you with flag identification and history, such as "Flags of the World": <http://www.fotw.net>, or your local library.

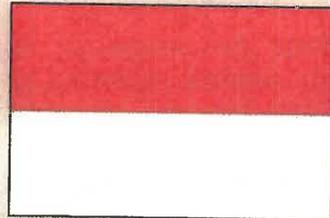
GOOD



GHANA

Using the same colors used by many countries in Africa, this flag shows a strong connection to its neighbors' flags.

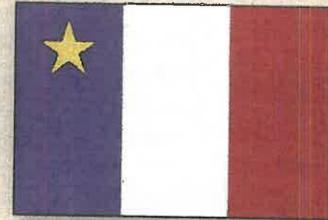
BAD



INDONESIA

Except for its proportions, this flag is exactly the same as Monaco's (which had it first), but there is no connection between the two countries. Upside-down it is the same as Poland or as Cantabria, Spain!

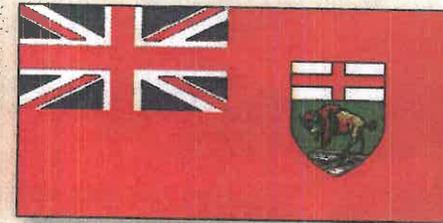
GOOD



ACADIA  
(CANADA)

French-speaking Acadians in Canada place a yellow star for St. Mary, their national symbol and patron saint of mariners, on the flag of France.

BAD



MANITOBA  
(CANADA)

While the British "Red Ensign" signifies connectedness within the Commonwealth, the distinguishing feature is the small seal. Better to have used the bison as the main flag symbol.

GOOD



LIBERIA

Founded by freed slaves from the U.S., Liberia reflects that heritage with a similar yet distinctive flag.

BAD



VERMONT  
(USA)

This flag is virtually indistinguishable from 20 other U.S. state flags, all with a seal on a blue field.

## OTHER CONSIDERATIONS

A rectangle is the standard flag shape. Keep the width-to-length proportions between 1:1.5 and 1:2. Canadian flags are usually 1:2; U.S. flags are usually 1:1.5 or 1:1.67. Square flags are unusual in North America. Abandon such rectangles only when meaningful.

Flags wear. By retaining a rectangular shape and avoiding symbols at the fly end, a flag can be hemmed repeatedly and given a longer life.

The point of honor is the “canton” area—the upper-left corner. This corresponds to the part of the flag that is seen when it hangs limp from a flagpole. The center or left-of-center position is the most visible spot for a symbol when the flag is flying.

Consider the fabrication methods. Curved lines add to the cost of sewn flags. Holes or “negative space” hurt a flag’s fly-ability and wear-ability. “Swallow-tail” shapes fray more easily.

All rules have exceptions. Colorado’s “C” is a stunning graphic element. Maryland’s complicated heraldic quarters produce a memorable and distinctive flag. But depart from these five principles only with caution and purpose.



COLORADO (USA)



MARYLAND (USA)

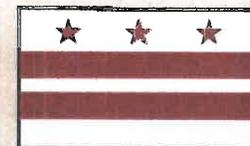
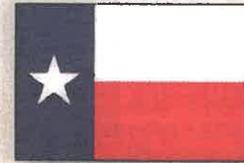
Don’t allow a committee to design a flag. Instead, empower individuals to design flags, and use a committee to select among them.

An old rule of heraldry has images of animals look toward the hoist.

*And most of all, design a flag that looks attractive and balanced to the viewer and to the place, organization, or person it represents!*

## TEST YOURSELF

FIND THE GOOD FLAGS AND THE BAD FLAGS:



DRAW YOUR FLAG!

