



# **AGENDA**

## **REGULAR MEETING**

\* \* \*

## **CLAYTON CITY COUNCIL**

\* \* \*

**TUESDAY, December 17, 2019**

**7:00 P.M.**

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

**Mayor:** Julie K. Pierce

**Vice Mayor:** Jeff Wan

### **Council Members**

Tuija Catalano

Jim Diaz

Carl Wolfe

- 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 \***

**December 17, 2019**

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

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

3. **CONSENT CALENDAR**

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

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

1. Notification by Contra Costa Water District (CCWD) of its public hearing on January 8, 2020 to consider annual rate increase of up to 6%. ([View Here](#))

2. Contra Costa County Library’s announcement of its holiday closures for operation of the Clayton Community Library in 2020. ([View Here](#))

(b) Approve the minutes of the City Council’s regular meeting of December 3, 2019. ([View Here](#))

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

(d) Authorize the Sale of Surplus Chairs Located at the Clayton Community Library and Fund of the Sale be Donated to the Clayton Community Library Foundation. ([View Here](#))

(e) Approve Application for and Receipt of SB2 Planning Grant Funds Authorizing the City Manager to Execute Grant Application and Receive Grant Funds. ([View Here](#))

(f) Approve the 1<sup>st</sup> Quarter FY2020 City Investment Report for the quarter ending September 30, 2019. ([View Here](#))

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

5. **REPORTS**

(a) Planning Commission – Commissioner Frank Gavidia.

(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 should 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) Approval of a Consulting Agreement with TRC Solutions, Inc. to Provide Contract Planning Services Including Staffing the Community Development Director Position. ([View Here](#))
- (b) Review and approval of Mayoral determination of City Council ad-hoc committee, inter-governmental and regional board assignments for 2020. ([View Here](#))

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

**10. CLOSED SESSION – None.**

**11. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be January 7, 2020.

# # # # #



November 22, 2019

**Subject: Water Rate Proposal for 2020**

**BOARD OF DIRECTORS**

Lisa M. Borba, AICP  
PRESIDENT

Constance Holdaway  
VICE PRESIDENT

Ernesto A. Avila, P.E.

Bette Boatman

John A. Burgh

**GENERAL MANAGER**

Jerry Brown

Dear Valued Water Customer:

Contra Costa Water District (CCWD) is undergoing its annual review of water rates and charges. Water rates pay for the transport and delivery of safe, high-quality, and reliable water to your home or business, and for the employees needed to run a complex water system. Annual rate reviews set revenues to offset costs, after accounting for non-rate revenues and cost reductions. For 2020, we are proposing rate adjustments to generate **up to a 6% revenue increase**. On the reverse side of this letter are details of the proposal that will be presented at the public hearing to be held on January 8, 2020.

Our water rate proposal for 2020 supports the following priorities to ensure your water system remains sound:

- **Replacing aging water infrastructure:** Reliable water service requires increasing investment in the maintenance and replacement of aging canals, pipes, and other critical facilities. We don't want your public water system to suffer from deferral of this critical work.
- **Technology improvements:** We are modernizing our processes and systems to gain efficiencies. These improvements will enhance our operations with an end result of even better service for you.
- **Continued cost management:** Most of the cost to run your water system is independent of how much water you use. Rate revenues help pay these costs. About half of this revenue increase is due to inflation on these costs.
- **Responsible financial planning:** During the most recent drought, CCWD used financial reserves to fill in gaps from reduced water sales. Part of the proposed revenue increase will assist in rebuilding these safety nets for future droughts.

The proposed rate adjustment needed for an average single-family residential customer using 260 gallons per day is an increase of \$3.57 per month; this still keeps the cost of your water to about \$0.01 per gallon. Our website ([www.ccwater.com/rates](http://www.ccwater.com/rates)) has a calculator that you can use to estimate how your total bill could change using the information from your latest bill.

We welcome your comments and questions on the proposed changes. Written protests to the proposed rate changes must be submitted prior to the conclusion of the public hearing. To submit a written protest, please include identification of the affected property (by assessor's parcel number, street address, or account number). Only one protest per parcel will be counted. Please send or deliver written protests to: Contra Costa Water District, 1331 Concord Avenue, Concord, CA 94520 or deliver at the public hearing on January 8, 2020. Protests may also be submitted through the online form at [www.ccwater.com/rates](http://www.ccwater.com/rates).

Sincerely,

  
Jerry Brown  
General Manager

## NOTICE OF PUBLIC HEARING

Contra Costa Water District's (CCWD) Board of Directors will consider adoption of proposed rate adjustments at a public hearing. **The public hearing will be held on Wednesday, January 8, 2020 at 6:30 p.m. at 1331 Concord Avenue, Concord, CA in the Board Room. Any changes to rates and charges will become effective February 1, 2020.** The tables below detail the full list of proposed rates and charges for reference. The average customer living in zone 1 using 260 gpd will see an increase of \$3.57 per month. The change will vary depending on the zone in which you reside. You can use the calculator on our website to estimate how the proposed rates would change your latest bill or you can give us a call and we'll do it for you – please refer to your most recent bill for your meter size, energy zone, and water usage.

Quantity Charges	Current (\$/unit)	Proposed Charge up to (\$/unit)
Usage Charge	\$4.5877	\$4.8434
<b>Energy Charge*</b>		
Zone 1	\$0.0638	\$0.0801
Zone 2	\$0.1584	\$0.2070
Zone 3	\$0.2386	\$0.2992
Zone 4	\$0.3084	\$0.3926
Zone 5	\$0.4117	\$0.5093
Zone 6	\$0.5497	\$0.6862
Zone 7	\$0.7046	\$0.8911
Zone 8	\$0.9774	\$1.3648

\*Energy charge increases due to PG&E cost increases

Service Charge for Private Fire Protection by meter size	Current (\$/day)	Proposed Charge up to (\$/day)
2 inch	\$0.0773	\$0.0795
3 inch	\$0.2243	\$0.2309
4 inch	\$0.4780	\$0.4920
6 inch	\$1.3885	\$1.4290
8 inch	\$2.9588	\$3.0453
10 inch	\$5.3209	\$5.4764
12 inch	\$8.5947	\$8.8459

Backflow Prevention – Reduced Pressure Device	Current (\$/day)	Proposed Charge up to (\$/day)
5/8 inch	\$0.0956	\$0.1017
3/4 inch	\$0.0956	\$0.1017
1 inch	\$0.1052	\$0.1118
1-1/2 inch	\$0.2868	\$0.3049
2 inch	\$0.3107	\$0.3303
3 inch	\$0.9465	\$1.0061
4 inch	\$1.5296	\$1.6261
6 inch	\$2.3183	\$2.4645
8 inch	\$4.4454	\$4.7256
10 inch	\$6.2618	\$6.6565
12 inch	\$6.6920	\$7.1138
Dual 1-1/2 inch	\$0.5736	\$0.6098
Dual 2 inch	\$0.6214	\$0.6606

Service Charge by meter size	Current (\$/day)	Proposed Charge up to (\$/day)
5/8 inch	\$0.6642	\$0.6881
3/4 inch	\$0.9963	\$1.0322
3/4 inch (SFR w/ inside sprinkler)	\$0.6642	\$0.6881
1 inch	\$1.6605	\$1.7203
1 inch (SFR w/ inside sprinkler)	\$0.6642	\$0.6881
1-1/2 inch	\$3.3210	\$3.4405
2 inch	\$5.3136	\$5.5049
3 inch	\$10.6272	\$11.0098
4 inch	\$16.6050	\$17.2027
6 inch	\$33.2100	\$34.4055
8 inch	\$53.1360	\$55.0488
10 inch	\$139.4820	\$144.5029
12 inch	\$176.0130	\$182.3489
Dual 1-1/2 inch	\$6.6420	\$6.8811
Dual 2 inch	\$10.6272	\$11.0098

Backflow Prevention – Double Check Valve or Air Gap System	Current (\$/day)	Proposed Charge up to (\$/day)
5/8 inch	\$0.0679	\$0.0721
3/4 inch	\$0.0679	\$0.0721
1 inch	\$0.0746	\$0.0793
1-1/2 inch	\$0.2035	\$0.2163
2 inch	\$0.2204	\$0.2343
3 inch	\$0.6713	\$0.7136
4 inch	\$1.0849	\$1.1532
6 inch	\$1.6442	\$1.7479
8 inch	\$3.1528	\$3.3515
10 inch	\$4.4410	\$4.7209
12 inch	\$4.7461	\$5.0453
Dual 1-1/2 inch	\$0.4069	\$0.4325
Dual 2 inch	\$0.4408	\$0.4685

Unit = 100 cubic feet, or roughly 748 gallons.

SFR = Single Family Residence

CCWD's water rates are calculated to collect sufficient funds to operate and maintain your water system, after taking into account non-rate revenue sources and cost reductions. The methodology used to calculate the water rates is based on a 2019 water rate study, which allocates costs to the various rate components based on the cost of providing the service.

For further information on the proposed water rate/charge adjustments or to review CCWD's Code of Regulations regarding rates, please visit [www.ccwater.com/rates](http://www.ccwater.com/rates) or call Customer Service at (925) 688-8044.



**Closures for January 1, 2020 through December 31, 2020:**

Wednesday, January 1, 2020	New Year's Day	All libraries closed (holiday)
Monday, January 20, 2020	Dr. Martin Luther King Jr. Day	All libraries closed (holiday)
Monday, February 17, 2020	Presidents' Day	All libraries closed (holiday)
Sunday, April 12, 2020	Easter	All libraries closed
Sunday, May 10, 2020	Mother's Day	All libraries closed
Sunday, May 24, 2020		All libraries closed
Monday, May 25, 2020	Memorial Day	All libraries closed (holiday)
Friday, July 3, 2020		All libraries closed
Saturday, July 4, 2020	Independence Day	All libraries closed (holiday)
Sunday, September 6, 2020		All libraries closed
Monday, September 7, 2020	Labor Day	All libraries closed (holiday)
Monday, October 12, 2020	All Staff Training Day	All libraries closed
Wednesday, November 11, 2020	Veterans Day	All libraries closed (holiday)
Wednesday, November 25, 2020	(day before Thanksgiving)	All libraries close at 6:00 p.m.
Thursday, November 26, 2020	Thanksgiving Day	All libraries closed (holiday)
Thursday, December 24, 2020	Christmas Eve	All libraries closed (holiday)
Friday, December 25, 2020	Christmas Day	All libraries closed (holiday)
Thursday, December 31, 2020	New Year's Eve	All libraries close at 5:00 p.m.

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

Agenda Date: 12-17-2019

Agenda Item: 3b

TUESDAY, December 3, 2019

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Catalano in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Catalano, Vice Mayor Pierce, and Councilmembers Diaz, Wan, and Wolfe. Councilmembers absent: None. Staff present: Interim City Manager Joseph Sbranti, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.
  
2. **PLEDGE OF ALLEGIANCE** – led by Mayor Catalano.
  
3. **CONSENT CALENDAR**  

It was moved by Councilmember Diaz, seconded by Vice Mayor Pierce, to approve the Consent Calendar Items 3(a) – 3(c) as submitted. (Passed; 5-0 vote).

  - (a) Information Only – No Action Requested.  
Notification by Republic Services the residential and commercial solid waste/recycling collection and disposal services rates in Clayton will increase by 2.70% effective January 1, 2020 (90% of the annual October-October Bay Area Consumer Price Index (CPI) change of 3.0%) pursuant to the franchise agreement.
  - (b) Approved the minutes of the City Council's regular meeting of November 19, 2019.
  - (c) Approved the Financial Demands and Obligations of the City.
  
4. **RECOGNITIONS AND PRESENTATIONS** – None.
  
5. **ANNUAL REORGANIZATION OF CLAYTON CITY COUNCIL**
  - (a) Election of Mayor by the City Council [Mayor Catalano to conduct the election].  
  
Mayor Catalano opened nominations. Mayor Catalano nominated Julie Pierce for the office of Mayor. There were no other nominations and Mayor Catalano closed the nominations.  
  
On call by Mayor Catalano, the election of Julie Pierce as Mayor passed by acclamation (Passed; 5-0 vote).

- (b) Election of Vice Mayor by the City Council [Newly-elected Mayor to conduct the election].

Mayor Pierce opened nominations for Vice Mayor. Mayor Pierce nominated Jeff Wan for the position of Vice Mayor. There were no other nominations and Mayor Pierce closed the nominations.

**On call by Mayor Pierce, the election of Jeff Wan as Vice Mayor passed by acclamation (Passed; 5-0 vote).**

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

Mayor Pierce thanked the City Council for its support and is honored and privileged to serve as the Mayor for the next term by maintaining the high standards that have been set.

Chris Wikler, Field Representative for Supervisor Mitchoff, thanked former Mayor Catalano for her services as Mayor to the Clayton community and wished Mayor Pierce luck in the next year.

Mayor Pierce presented Councilmember Catalano a gavel plaque in recognition for her service as Mayor to the Clayton community.

## **6. REPORTS**

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

Vice Mayor Wan indicated he ate a lot during the break.

Councilmember Diaz attended Clayton Business and Community Association General Membership meeting, assisted the Clayton Business and Community Association with downtown decorating, announced the Clayton Business and Community Association Annual Tree Lighting Event, announced his family was extremely blessed this Thanksgiving as his wife Dana survived a tremendous battle with Lung Cancer, and attended a meeting with the Chief of Police.

Councilmember Wolfe attended the Clayton Community Library Foundation Meeting, responded to emails from citizens, met with Jane Nelly regarding the Clayton Business and Community Association event after the tree lighting, represented Clayton in the Macy's Thanksgiving Parade in New York City, and attended the weekly meeting with the Interim City Manager.

Councilmember Catalano thanked Interim City Manager Joe Sbranti for his service to the Clayton Community.

Mayor Pierce also thanked Interim City Manager Joe Sbranti for his service to the Clayton Community, attended the Joint Association of Bay Area Governments and

Metropolitan Transportation Commission Governance Committee Award, the Association of Bay Area Governments Finance Committee and Executive Board meetings, announced the Clayton Business and Community Association Tree Lighting Event, announced the Clayton Historical Society Annual Christmas Homes Tour, and reminded the community the Clayton Business and Community Association pays for and installs the downtown decorations with City Staff loaning a lift truck for the higher decorations.

Councilmember Diaz added a citizen saw the volunteers working and decided to purchase them sandwiches from Subway.

(e) Other – None.

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

Keith Haydon 1542 O'Hara, thanked the City Council for their leadership, budget management, and volunteerism.

**8. PUBLIC HEARINGS – None.**

**9. ACTION ITEMS – None.**

**10. COUNCIL ITEMS**

Councilmember Catalano requested an item on a future agenda to discuss if the City has an official position regarding the effort in reorganization of Pacific, Gas, and Electric.

Vice Mayor Wan requested an item for a future agenda to discuss and possibly adjustment zoning on a few properties in the town for consistency in density.

Councilmember Wolfe requested an item for a future agenda to grant permission to the Clayton Community Library Foundation to sell recently replaced chairs that are located in storage.

**11. CLOSED SESSION – None.**

**12. ADJOURNMENT– on call by Mayor Catalano, the City Council adjourned its meeting at 7:20 p.m.**

The next regularly scheduled meeting of the City Council will be December 17, 2019.

# # # # #

Respectfully submitted,

---

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

---

Julie Pierce, Mayor

# # # # #



Agenda Date: 12/17/2019

Agenda Item: 3c

Approved:

Ikani Taumoepeau  
City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN 

**DATE:** 12/17/2019

**SUBJECT:** FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

---

## RECOMMENDATION:

It is recommended the City Council, by minute motion, approve the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	12/11/2019	\$ 566,361.90
Cash Requirements Report	Payroll, Taxes	12/4/2019	76,649.31
	Total Required		\$ 643,011.21

## Attachments:

1. Open Invoice Report, dated 12/11/19 (6 pages)
2. Cash Requirements report PPE 12/01/19 (1 page)

## City of Clayton Open Invoice Report Obligations

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	11/22/2019	11/22/2019	59101	Tire change 1740 and tow 1736, PD	\$145.00	\$0.00		\$145.00
<i>Totals for Ace Sierra Tow:</i>					<u>\$145.00</u>	<u>\$0.00</u>		<u>\$145.00</u>
<b>Advanced Elevator Solutions, Inc</b>								
Advanced Elevator Solutions, Inc	12/1/2019	12/1/2019	37825	Elevator service December 2019	\$119.00	\$0.00		\$119.00
<i>Totals for Advanced Elevator Solutions, Inc:</i>					<u>\$119.00</u>	<u>\$0.00</u>		<u>\$119.00</u>
<b>All City Management Services, Inc.</b>								
All City Management Services, Inc.	12/4/2019	12/4/2019	65260	School crossing guard svcs 11/17/19-11/30/19	\$658.80	\$0.00		\$658.80
All City Management Services, Inc.	11/20/2019	11/20/2019	64867	School crossing guard svcs 11/3/19-11/16/19	\$1,185.84	\$0.00		\$1,185.84
<i>Totals for All City Management Services, Inc.:</i>					<u>\$1,844.64</u>	<u>\$0.00</u>		<u>\$1,844.64</u>
<b>American Fidelity Assurance Company</b>								
American Fidelity Assurance Company	11/29/2019	11/29/2019	2055295	FSA PPE 12/1/19	\$119.22	\$0.00		\$119.22
<i>Totals for American Fidelity Assurance Company:</i>					<u>\$119.22</u>	<u>\$0.00</u>		<u>\$119.22</u>
<b>Applied Concepts Inc</b>								
Applied Concepts Inc	11/19/2019	11/19/2019	358093	Radar repair	\$523.36	\$0.00		\$523.36
<i>Totals for Applied Concepts Inc:</i>					<u>\$523.36</u>	<u>\$0.00</u>		<u>\$523.36</u>
<b>Bassam Atwal</b>								
Bassam Atwal	11/26/2019	11/26/2019	PC-11-19	PC stipend November 2019	\$120.00	\$0.00		\$120.00
Bassam Atwal	12/4/2019	12/4/2019	PC-10-19	PC stipend October 2019	\$120.00	\$0.00		\$120.00
<i>Totals for Bassam Atwal:</i>					<u>\$240.00</u>	<u>\$0.00</u>		<u>\$240.00</u>
<b>Authorize.net</b>								
Authorize.net	12/2/2019	11/30/2019	Nov2019	Online gateway bankcard fee November 2019	\$26.20	\$0.00		\$26.20
<i>Totals for Authorize.net:</i>					<u>\$26.20</u>	<u>\$0.00</u>		<u>\$26.20</u>
<b>Bay Area Barricade Serv.</b>								
Bay Area Barricade Serv.	11/25/2019	11/25/2019	8787	Sand bags	\$348.00	\$0.00		\$348.00
<i>Totals for Bay Area Barricade Serv.:</i>					<u>\$348.00</u>	<u>\$0.00</u>		<u>\$348.00</u>
<b>CA Department of Justice</b>								
CA Department of Justice	12/4/2019	12/4/2019	422436	Fingerprinting November 2019	\$32.00	\$0.00		\$32.00
<i>Totals for CA Department of Justice:</i>					<u>\$32.00</u>	<u>\$0.00</u>		<u>\$32.00</u>
<b>CalPERS Retirement</b>								
CalPERS Retirement	12/4/2019	12/4/2019	120119	Retirement PPE 12/1/19	\$13,954.37	\$0.00		\$13,954.37
<i>Totals for CalPERS Retirement:</i>					<u>\$13,954.37</u>	<u>\$0.00</u>		<u>\$13,954.37</u>
<b>Caltronics Business Systems, Inc</b>								
Caltronics Business Systems, Inc	11/30/2019	11/30/2019	2919554	Copier contract coverage 10/30/19-11/29/19	\$565.35	\$0.00		\$565.35
<i>Totals for Caltronics Business Systems, Inc:</i>					<u>\$565.35</u>	<u>\$0.00</u>		<u>\$565.35</u>

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>Anthony Chippero</b>								
Anthony Chippero	11/26/2019	11/26/2019	PC-11-19	PC stipend November 2019	\$120.00	\$0.00		\$120.00
Anthony Chippero	12/4/2019	12/4/2019	PC-10-19	PC stipend October 2019	\$120.00	\$0.00		\$120.00
<i>Totals for Anthony Chippero:</i>					<u>\$240.00</u>	<u>\$0.00</u>		<u>\$240.00</u>
<b>Cintas Corporation</b>								
Cintas Corporation	10/10/2019	10/10/2019	4032206400	PW uniforms through 10/10/19	\$48.88	\$0.00		\$48.88
Cintas Corporation	12/5/2019	12/5/2019	4036745235	PW uniforms through 12/5/19	\$39.90	\$0.00		\$39.90
<i>Totals for Cintas Corporation:</i>					<u>\$88.78</u>	<u>\$0.00</u>		<u>\$88.78</u>
<b>City of Concord</b>								
City of Concord	11/25/2019	11/25/2019	81586	Dispatch services December 2019	\$23,256.11	\$0.00		\$23,256.11
<i>Totals for City of Concord:</i>					<u>\$23,256.11</u>	<u>\$0.00</u>		<u>\$23,256.11</u>
<b>CLEARs, Inc.</b>								
CLEARs, Inc.	12/5/2019	12/5/2019	2020	CLEARs member dues FY 20	\$50.00	\$0.00		\$50.00
<i>Totals for CLEARs, Inc.:</i>					<u>\$50.00</u>	<u>\$0.00</u>		<u>\$50.00</u>
<b>Peter Cloven</b>								
Peter Cloven	11/26/2019	11/26/2019	PC-11-19	PC stipend November 2019	\$120.00	\$0.00		\$120.00
Peter Cloven	12/4/2019	12/4/2019	PC-10-19	PC stipend October 2019	\$120.00	\$0.00		\$120.00
<i>Totals for Peter Cloven:</i>					<u>\$240.00</u>	<u>\$0.00</u>		<u>\$240.00</u>
<b>CME Lighting Supply, Inc</b>								
CME Lighting Supply, Inc	11/26/2019	11/26/2019	236293	Light bulbs	\$106.58	\$0.00		\$106.58
<i>Totals for CME Lighting Supply, Inc:</i>					<u>\$106.58</u>	<u>\$0.00</u>		<u>\$106.58</u>
<b>Comcast Business (PD)</b>								
Comcast Business (PD)	12/1/2019	12/1/2019	91723442	PD internet November 2019	\$942.62	\$0.00		\$942.62
<i>Totals for Comcast Business (PD):</i>					<u>\$942.62</u>	<u>\$0.00</u>		<u>\$942.62</u>
<b>Comcast Business</b>								
Comcast Business	12/5/2019	12/5/2019	120519	Internet 12/10/19-1/9/20	\$386.09	\$0.00		\$386.09
<i>Totals for Comcast Business:</i>					<u>\$386.09</u>	<u>\$0.00</u>		<u>\$386.09</u>
<b>Contra Costa County - Office of the Sheriff</b>								
Contra Costa County - Office of the She	11/14/2019	11/14/2019	CLPD-1910	Toxicology October 2019	\$1,620.00	\$0.00		\$1,620.00
<i>Totals for Contra Costa County - Office of the Sheriff:</i>					<u>\$1,620.00</u>	<u>\$0.00</u>		<u>\$1,620.00</u>
<b>Contra Costa County Mayors' Conference</b>								
Contra Costa County Mayors' Conferenc	10/15/2019	10/15/2019	MC2020	Mayors' Conference membership FY 20	\$1,752.00	\$0.00		\$1,752.00
<i>Totals for Contra Costa County Mayors' Conference:</i>					<u>\$1,752.00</u>	<u>\$0.00</u>		<u>\$1,752.00</u>
<b>CPS HR Consulting</b>								
CPS HR Consul <sup>t</sup>	11/21/2019	11/21/2019	INV367578	Recruiting exp	\$496.72	\$0.00		\$496.72

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for GPS HR Consulting:</i>					\$496.72	\$0.00		\$496.72
<b>CR Fireline, Inc</b>								
CR Fireline, Inc	11/20/2019	11/20/2019	116097	Replace combo lights, CH	\$1,125.00	\$0.00		\$1,125.00
CR Fireline, Inc	11/20/2019	11/20/2019	116096	Replace lights, Library	\$750.00	\$0.00		\$750.00
<i>Totals for CR Fireline, Inc:</i>					\$1,875.00	\$0.00		\$1,875.00
<b>Cratus, Inc</b>								
Cratus, Inc	11/22/2019	11/22/2019	10422	El Molino sewer improvements	\$462,950.00	\$0.00		\$462,950.00
<i>Totals for Cratus, Inc:</i>					\$462,950.00	\$0.00		\$462,950.00
<b>CSI Forensic Supply</b>								
CSI Forensic Supply	12/4/2019	12/4/2019	61906A	Evidence supplies	\$46.24	\$0.00		\$46.24
<i>Totals for CSI Forensic Supply:</i>					\$46.24	\$0.00		\$46.24
<b>Digital Services</b>								
Digital Services	12/9/2019	12/9/2019	11499	IT services through 12/9/19	\$4,403.89	\$0.00		\$4,403.89
<i>Totals for Digital Services:</i>					\$4,403.89	\$0.00		\$4,403.89
<b>Fast Signs</b>								
Fast Signs	11/7/2019	11/7/2019	PH 98926	Vinyl Clayton PD logos	\$274.90	\$0.00		\$274.90
<i>Totals for Fast Signs:</i>					\$274.90	\$0.00		\$274.90
<b>William Gall</b>								
William Gall	12/4/2019	12/4/2019	PC-10-19	PC stipend October 2019	\$120.00	\$0.00		\$120.00
<i>Totals for William Gall:</i>					\$120.00	\$0.00		\$120.00
<b>Frank Gavidia</b>								
Frank Gavidia	11/26/2019	11/26/2019	PC-11-19	PC stipend November 2019	\$120.00	\$0.00		\$120.00
Frank Gavidia	12/4/2019	12/4/2019	PC-10-19	PC stipend October 2019	\$120.00	\$0.00		\$120.00
<i>Totals for Frank Gavidia:</i>					\$240.00	\$0.00		\$240.00
<b>Globalstar LLC</b>								
Globalstar LLC	11/16/2019	11/16/2019	10809058	Sat phone 10/18/19-11/15/19	\$108.61	\$0.00		\$108.61
<i>Totals for Globalstar LLC:</i>					\$108.61	\$0.00		\$108.61
<b>ICMA Retirement Corporation</b>								
ICMA Retirement Corporation	12/2/2019	12/2/2019	120119	Employee 457 contribution PPE 12/1/19	\$500.00	\$0.00		\$500.00
<i>Totals for ICMA Retirement Corporation:</i>					\$500.00	\$0.00		\$500.00
<b>LarryLogic Productions</b>								
LarryLogic Productions	12/4/2019	12/4/2019	1859	City council meeting production 12/3/19	\$300.00	\$0.00		\$300.00
LarryLogic Productions	11/14/2019	11/14/2019	1853	PC meeting production 11/12/19	\$570.00	\$0.00		\$570.00
<i>Totals for LarryLogic Productions:</i>					\$870.00	\$0.00		\$870.00

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
LEHR	11/27/2019	11/27/2019	S138163	Install Mini light bar, Skip loader	\$469.49	\$0.00		\$469.49
				<i>Totals for LEHR:</i>	<u>\$469.49</u>	<u>\$0.00</u>		<u>\$469.49</u>
<b>Lexipol LLC</b>								
Lexipol LLC	12/1/2019	12/1/2019	31925	PD training bulletins, LE DTB Mgmt svcs, 2	\$6,705.00	\$0.00		\$6,705.00
				<i>Totals for Lexipol LLC:</i>	<u>\$6,705.00</u>	<u>\$0.00</u>		<u>\$6,705.00</u>
<b>Maintenance Agents, LLC</b>								
Maintenance Agents, LLC	11/22/2019	11/22/2019	1099	Clean gutters CH	\$400.00	\$0.00		\$400.00
				<i>Totals for Maintenance Agents, LLC:</i>	<u>\$400.00</u>	<u>\$0.00</u>		<u>\$400.00</u>
<b>Matrix Association Management</b>								
Matrix Association Management	12/1/2019	12/1/2019	11987	Diablo Estates management November 2019	\$4,532.50	\$0.00		\$4,532.50
				<i>Totals for Matrix Association Management:</i>	<u>\$4,532.50</u>	<u>\$0.00</u>		<u>\$4,532.50</u>
<b>MPA</b>								
MPA	12/5/2019	12/5/2019	E091903	EAP September 2019	\$101.14	\$0.00		\$101.14
MPA	12/5/2019	12/5/2019	E012003	EAP Jan-Mar 2020	\$268.41	\$0.00		\$268.41
MPA	12/5/2019	12/5/2019	E101903	EAP Oct-Dec 2019	\$268.41	\$0.00		\$268.41
				<i>Totals for MPA:</i>	<u>\$637.96</u>	<u>\$0.00</u>		<u>\$637.96</u>
<b>Mt Diablo Landscape Centers Inc</b>								
Mt Diablo Landscape Centers Inc	11/26/2019	11/26/2019	539266	Sand	\$616.48	\$0.00		\$616.48
				<i>Totals for Mt Diablo Landscape Centers Inc:</i>	<u>\$616.48</u>	<u>\$0.00</u>		<u>\$616.48</u>
<b>Nationwide</b>								
Nationwide	12/2/2019	12/2/2019	120119	Employee 457 contribution PPE 12/1/19	\$500.00	\$0.00		\$500.00
				<i>Totals for Nationwide:</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>
<b>Neopost (add postage)</b>								
Neopost (add postage)	12/6/2019	12/4/2019	120419	Postage added 12/4/19	\$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>Paychex</b>								
Paychex	12/4/2019	12/4/2019	2019120201	Payroll fees PPE 12/1/19	\$205.26	\$0.00		\$205.26
Paychex	11/20/2019	11/20/2019	2019111801	Payroll fees PPE 11/17/19	\$184.11	\$0.00		\$184.11
				<i>Totals for Paychex:</i>	<u>\$389.37</u>	<u>\$0.00</u>		<u>\$389.37</u>
<b>Pond M Solutions</b>								
Pond M Solutions	12/3/2019	12/3/2019	603	Fountain maintenance November 2019	\$650.00	\$0.00		\$650.00
Pond M Solutions	12/3/2019	12/3/2019	604	Fountain maintenance December 2019	\$650.00	\$0.00		\$650.00
				<i>Totals for Pond M Solutions:</i>	<u>\$1,300.00</u>	<u>\$0.00</u>		<u>\$1,300.00</u>
<b>Rex Lock &amp; Safe, Inc.</b>								
Rex Lock & Safe, Inc.	10/17/2019	10/17/2019	124906	Replace lock	\$150.00	\$0.00		\$150.00

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Rex Lock &amp; Safe, Inc.:</i>					\$150.00	\$0.00		\$150.00
<b>Riso Products of Sacramento</b>								
Riso Products of Sacramento	11/22/2019	11/22/2019	202560	Copier usage 10/20/19-11/19/19	\$51.71	\$0.00		\$51.71
Riso Products of Sacramento	12/2/2019	12/2/2019	202709	Copier lease pmt 33 of 60	\$106.09	\$0.00		\$106.09
<i>Totals for Riso Products of Sacramento:</i>					\$157.80	\$0.00		\$157.80
<b>Ross Recreation Equipment, Co., Inc</b>								
Ross Recreation Equipment, Co., Inc	11/27/2019	11/27/2019	116239	Bench slats, parts	\$367.51	\$0.00		\$367.51
<i>Totals for Ross Recreation Equipment, Co., Inc:</i>					\$367.51	\$0.00		\$367.51
<b>Fadia Saadeh</b>								
Fadia Saadeh	12/5/2019	12/5/2019	CAP0353	C&D refund	\$1,000.00	\$0.00		\$1,000.00
<i>Totals for Fadia Saadeh:</i>					\$1,000.00	\$0.00		\$1,000.00
<b>Sprint Comm (PD)</b>								
Sprint Comm (PD)	11/29/2019	11/29/2019	703335311-216	Cell phones 10/26/19-11/25/19	\$728.92	\$0.00		\$728.92
<i>Totals for Sprint Comm (PD):</i>					\$728.92	\$0.00		\$728.92
<b>Staples Business Credit</b>								
Staples Business Credit	11/25/2019	11/25/2019	1626811032	Office supplies November 2019	\$291.55	\$0.00		\$291.55
<i>Totals for Staples Business Credit:</i>					\$291.55	\$0.00		\$291.55
<b>Swenson's Mobile Fleet Repair</b>								
Swenson's Mobile Fleet Repair	11/19/2019	11/19/2019	1001434	Repairs to '99 F450	\$209.25	\$0.00		\$209.25
Swenson's Mobile Fleet Repair	11/19/2019	11/19/2019	1001435	Repair to '06 Ranger	\$891.80	\$0.00		\$891.80
<i>Totals for Swenson's Mobile Fleet Repair:</i>					\$1,101.05	\$0.00		\$1,101.05
<b>US Bank - Corp Pmt System CalCard</b>								
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Gas cap, car wash	\$29.29	\$0.00		\$29.29
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Fuel	\$1,883.44	\$0.00		\$1,883.44
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Advertising	\$50.00	\$0.00		\$50.00
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Backgrounds	\$115.30	\$0.00		\$115.30
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Latex gloce, faucet-CH	\$296.25	\$0.00		\$296.25
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Drano, riot gloves, leg guards, equip mount, h	\$553.10	\$0.00		\$553.10
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Office supplies	\$100.00	\$0.00		\$100.00
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Shipping	\$24.62	\$0.00		\$24.62
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Amazon Prime annual fee	\$128.82	\$0.00		\$128.82
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Storage unit rent	\$166.00	\$0.00		\$166.00
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Faucet, equip rental, air hose connector. Etc	\$289.24	\$0.00		\$289.24
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Ceiling tiles	\$39.49	\$0.00		\$39.49
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Lag screws	\$71.78	\$0.00		\$71.78
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Car washes, decals for car 1744	\$855.44	\$0.00		\$855.44
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Fuel	\$3,739.27	\$0.00		\$3,739.27
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Employee recognition	\$1,170.83	\$0.00		\$1,170.83

## City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	City Mgr conference	\$725.00	\$0.00		\$725.00
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Training classes, meals	\$981.20	\$0.00		\$981.20
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	IT services	\$496.40	\$0.00		\$496.40
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Disposal	\$110.00	\$0.00		\$110.00
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Pallets, coveralls, mud boots	\$318.47	\$0.00		\$318.47
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	LED lights. Decoration supplies	\$584.87	\$0.00		\$584.87
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Tires, repairs	\$4,509.56	\$0.00		\$4,509.56
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Concrete patch	\$10.85	\$0.00		\$10.85
US Bank - Corp Pmt System CalCard	12/11/2019	11/22/2019	Stmt end 11/22/19	Radar sign controller	\$136.19	\$0.00		\$136.19
<i>Totals for US Bank - Corp Pmt System CalCard:</i>					<u>\$17,385.41</u>	<u>\$0.00</u>		<u>\$17,385.41</u>
<b>Verizon Wireless</b>								
Verizon Wireless	12/1/2019	12/1/2019	9843281996	Cell phones 11/2/19-12/1/19	\$218.16	\$0.00		\$218.16
<i>Totals for Verizon Wireless:</i>					<u>\$218.16</u>	<u>\$0.00</u>		<u>\$218.16</u>
<b>Waraner Brothers Tree Service</b>								
Waraner Brothers Tree Service	12/5/2019	12/5/2019	15022	Tree work @ Center St	\$675.00	\$0.00		\$675.00
Waraner Brothers Tree Service	12/5/2019	12/5/2019	15023	Tree work @ Sommersville Trail	\$675.00	\$0.00		\$675.00
Waraner Brothers Tree Service	12/5/2019	12/5/2019	15024	Tree work @ Clayton Rd	\$900.00	\$0.00		\$900.00
Waraner Brothers Tree Service	12/5/2019	12/5/2019	15025	Tree work @ Creek area below Regency Dr	\$750.00	\$0.00		\$750.00
<i>Totals for Waraner Brothers Tree Service:</i>					<u>\$3,000.00</u>	<u>\$0.00</u>		<u>\$3,000.00</u>
<b>Workers.com</b>								
Workers.com	11/22/2019	11/22/2019	126416	Seasonal workers week end 11/17/19	\$3,431.71	\$0.00		\$3,431.71
Workers.com	11/29/2019	11/29/2019	126485	Seasonal workers week end 11/24/19	\$4,194.31	\$0.00		\$4,194.31
<i>Totals for Workers.com:</i>					<u>\$7,626.02</u>	<u>\$0.00</u>		<u>\$7,626.02</u>
<b>GRAND TOTALS:</b>					<b>\$566,361.90</b>	<b>\$0.00</b>		<b>\$566,361.90</b>

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/04/19: \$76,649.31**

## TRANSACTION SUMMARY

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	76,649.31
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	76,649.31
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	9,630.45
	CASH REQUIRED FOR CHECK DATE 12/04/19	86,279.76

## TRANSACTION DETAIL

**ELECTRONIC FUNDS TRANSFER** - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
12/03/19	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	58,170.82	
12/03/19	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	603.50	58,774.32
12/03/19	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	810.51	810.51
12/03/19	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	179.18	179.18
						<b>EFT FOR 12/03/19</b>
						<b>59,764.01</b>
12/04/19	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	249.09	
				Medicare	1,194.46	
				Fed Income Tax	10,210.66	
				CA Income Tax	3,668.16	
				<b>Total Withholdings</b>	<b>15,322.37</b>	
				Employer Liabilities		
				Social Security	249.08	
				Medicare	1,194.55	
				Fed Unemploy	16.64	
				CA Unemploy	99.88	
				CA Emp Train	2.78	
				<b>Total Liabilities</b>	<b>1,562.93</b>	<b>16,885.30</b>
						<b>EFT FOR 12/04/19</b>
						<b>16,885.30</b>
						<b>TOTAL EFT</b>
						<b>76,649.31</b>



Agenda Date: 12-17-2019

Agenda Item: 3d

# STAFF REPORT

Approved:

Ikani Taumoepeau  
City Manager

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** Janet Calderon, City Clerk

**DATE:** December 17, 2019

**SUBJECT:** Authorize the Sale of Surplus Chairs Located at the Clayton Community Library and Funds of the Sale be Donated to the Clayton Community Library Foundation.

## RECOMMENDATION

By minute motion, authorize the sale of surplus chairs located at the Clayton Community Library and donate funds from the sale to the Clayton Community Library Foundation.

## BACKGROUND

In May 1998, the Clayton Community Library Foundation assigns, transfers, conveys and releases to the City of Clayton for the Clayton Community Library all of the tangible assets purchased by the Foundation. Included in this transfer of ownership are 88 side wood chairs.

In 2019, the Clayton Community Library Foundation received a donation from the Clayton Business and Community Association to replace the side wood chairs. The Clayton Community Library Foundation has requested authorization of the sale the side wood chairs on behalf of the City of Clayton. In return, the City of Clayton will donate the funds from the sale to the Clayton Community Library Foundation.

## FISCAL IMPACT

None.

Attachment: Clayton Community Library Foundation Transfer of Ownership Document, dated 5/26/1998 [4 pages]



# Clayton Community Library Foundation

P.O. Box 182  
Clayton, CA 94517-0182

## TRANSFER OF OWNERSHIP DOCUMENT

The Clayton Community Library Foundation (CCLF) as a matter of course assigns, transfers, conveys and releases to the City of Clayton for the Clayton Community Library all of the tangible assets purchased by the Foundation. These items are provided by the Foundation for the sole use of the Clayton Community Library located on present or future premises in the City of Clayton, California.

The Capital Items on the attached list dated 5/24/98 are provided in addition to any previous lists for prior periods, and confirm purchases for FY 1996-97 and FY 1997-98. Maintenance and/or replacement of such items may be voluntarily provided for by the Foundation. Such actions will be voted upon by the Executive Committee, which meets monthly.

5/26/98 Date

Jeanne K. Boyd President  
Jeanne K. Boyd

Richard Hill City Manager, City of Clayton  
Richard Hill

Susan Reeve Contra Costa County Library Representative  
Susan Reeve

**Capital Items Based Upon Clayton Community  
Library Foundation Treasurer's Records**

**Fiscal Year 1996-97**

**ELECTRONICS**

4/23/97 IBM Compatible Computer for Eureka system (Medialand Systems)	\$ 1,552.32
5/7/97 Printer for Eureka	\$ 281.44
6/29/97 I-Omega 100Mb Zip Drive (external) for Eureka backup, etc	\$ 162.27

**FURNITURE**

7/17/96 CD storage tower [Purchased by City, reimbursed by CCLF]	\$ 481.05
10/10/96 Materials for 2 Oak Book Carts built by Keith Bates	\$ 333.05
12/31/96 Chairs & Panels (?) [Purchased by City, reimbursed by CCLF]	\$ 4,980.58
4/16/97 2 Video Storage Racks	\$ 194.83
6/10/97 Flagpole [Purchased by City, reimbursed by CCLF]	\$ 5,000.00

**Total FY 96-97 \$ 12,985.54**

Note: For FY96-97, there are 3 items totalling 735.07 in electronics and furniture, but not identifiable since records are in the hands of our auditor at present.

**Fiscal Year 1997-1998**

**ELECTRONICS**

Minor items-consider as expense items

**FURNITURE**

7/24/97 2 Book Carts [Purchased by City, reimbursed by CCLF]	\$ 404.75
8/9/97 Phone Book Storage Shelves for phone book collection	\$ 1,314.27
8/20/97 Pocket wall racks (for display of pamphlets, etc)	\$ 439.42
7/29/97 Materials: Rolling Oak bin for returned books-lobby	\$ 361.23
7/2/97 Materials: Oak for expanded shelving behind checkout desk	\$ 159.96

**Total FY 97-98 \$ 2,679.63**

Any capital asset purchased by the Clayton Community Library Foundation for the Clayton Community Library, becomes the property of the City of Clayton. CCLF carries no assets on its books.

**Contra Costa County Library  
Fixed Assets Detail Listing**

NO.	QUAN- TITY	DESCRIPTION	MAKE	MODEL	SERIAL NO.	LOCATION	ROOM	MENT		Notes	
								DATE	EACH TOTAL		
708	1	Shelving - Double-face w/ Track Lighting - 54"H x 19" x 12' - Wood	N/A	N/A	N/A	Clayton	Library	2018	1,980	1,980	
709	1	Shelving - Double-face w/ Track Lighting - 90"H x 2' x 27' - Metal	N/A	N/A	N/A	Clayton	Library	2018	38,640	38,640	
710	1	Shelving - Single-face - 42"H x 11" x 242" - Wood	N/A	N/A	N/A	Clayton	Library	2018	12,342	12,342	
711	1	Shelving - Single-face w/ Track Lighting - 54"H x 11" x 9' - Metal	N/A	N/A	N/A	Clayton	Library	2018	1,148	1,148	
712	1	Shelving - Single-face w/ Track Lighting - 90"H x 11" x 18' - Metal	N/A	N/A	N/A	Clayton	Library	2018	3,105	3,105	
713	2	Table - 5' x 4' - Wood	Worden	N/A	N/A	Clayton	Library	2008	596	1,191	
714	2	Table w/ Light - 4' x 4' - Wood	Worden	N/A	N/A	Clayton	Library	2008	975	1,950	
715	9	Table w/ Light - 66" x 4' - Wood	Worden	N/A	N/A	Clayton	Library	2008	1,103	9,923	
716	3	Table/Workstation - 12' x 30" - Wood	Worden	N/A	N/A	Clayton	Library	2008	1,980	5,940	
717	1	Table/Workstation - 9' x 30" - Wood	N/A	N/A	N/A	Clayton	Library	2008	1,485	1,485	
718	1	Coat Rack - 3-shelf - 6'H - Metal	Vogel-Peterson	N/A	N/A	Clayton	Lounge	2008	353	353	
719	1	Microwave Oven	GE	JVM192K004	SL974716S	Clayton	Lounge	2005	156	156	
720	1	Refrigerator/Freezer - Compact	N/A	N/A	N/A	Clayton	Lounge	2008	225	225	
721	1	Table - 5' Trapezoidal - Metal	N/A	N/A	N/A	Clayton	Meeting	2008	675	675	
722	1	Book Caddy - Metal	N/A	N/A	N/A	Clayton	Office	2010	175	175	
723	1	Book Resensitizer	3M	2011B	5760	Clayton	Office	2005	270	270	
724	2	Bookcase - 42"H x 1' x 3' - Wood	N/A	N/A	N/A	Clayton	Office	2018	221	441	
725	2	Cabinet - Microfiche - 5-drawer	Russ Bassett	N/A	N/A	Clayton	Office	2010	555	1,110	
726	1	Cart - Audio/Visual - Metal	Da-Lite	PicMobile	N/A	Clayton	Office	2008	169	169	
727	13	Chair - Task	Steeltcase	N/A	N/A	Clayton	Office	2008	241	3,133	
728	1	Desk - Double Pedestal - U-shaped - 30" x 16' - Laminated	N/A	N/A	N/A	Clayton	Office	2008	1,425	1,425	
729	3	Desk - Single Pedestal w/ Return - 30" x 60" - Wood	N/A	N/A	N/A	Clayton	Office	2008	1,341	4,023	
730	1	Fax Machine	Panasonic	Panafax UF-745	02940600714	Clayton	Office	2002	600	600	
731	3	File Cabinet - 4-drawer	Hon	2000	N/A	Clayton	Office	2010	221	663	
732	1	Resensitizer/Desensitizer	3M	955D	5060255	Clayton	Office	2004	1,885	1,885	
733	1	Shelving - Double-face - 90"H x 2' x 30' - Metal	N/A	N/A	N/A	Clayton	Office	2018	3,900	3,900	
734	1	Shelving - Single-face - 42"H x 11" x 12' - Metal	N/A	N/A	N/A	Clayton	Office	2018	792	792	
735	1	Sofa	N/A	N/A	N/A	Clayton	Office	2010	1,400	1,400	
736	1	Table - 4' Round - Metal	N/A	N/A	N/A	Clayton	Office	2008	488	488	
737	1	Table/Workstation - 4' x 30" - Metal	N/A	N/A	N/A	Clayton	Office	2008	570	570	
738	1	Television - 27"	Panasonic	CT-27SF12T1	MCS2510129	Clayton	Office	2005	450	450	
739	1	Typewriter	Smith Corona	Mark VII	5LWG1112900	Clayton	Office	2005	500	500	
740	1	Typewriter	Swintec	1146CMP	82307468	Clayton	Office	2004	500	500	
741	1	Typewriter	Swintec	1146CMP	87303460	Clayton	Office	2004	500	500	
742	1	VCR	Mitsubishi	HS-U260	020371M	Clayton	Office	2005	244	244	
743	14	Chair - Children's - Wood	N/A	N/A	N/A	Clayton	Various	2008	113	1,575	
744	78	Chair - Stacking	N/A	N/A	N/A	Clayton	Various	2008	36	2,808	
745	10	Table - Folding	N/A	N/A	N/A	Clayton	Various	2008	95	950	

**Contra Costa County Library  
Fixed Assets Detail Listing**

NO.	QUAN- TITY	DESCRIPTION	MAKE	MODEL	SERIAL NO.	LOCATION	ROOM	MENT DATE	COST		Notes
									EACH	TOTAL	
665	2	Table - 3' Round - Wood	N/A	N/A	N/A	Clayton	Children	2008	413	825	
666	2	Book Return Cart - Depressible - Wood	N/A	N/A	N/A	Clayton	Circulation	2010	1,104	2,208	
667	1	Cash Register	Sharp	ER-2386S	4800635Y	Clayton	Circulation	2004	350	350	
668	1	Desk - Circulation - 24' x 10' - Wood/Marble	N/A	N/A	N/A	Clayton	Circulation	2018	10,812	10,812	
669	1	Resensitizer/Desensitizer	3M	955D	5060254	Clayton	Circulation	2004	1,885	1,885	
670	1	Shelving - Single-face - 42"H x 11' x 18' - Wood	N/A	N/A	N/A	Clayton	Circulation	2018	918	918	
671	1	Shelving - Single-face - 90"H x 11' x 9' - Wood	N/A	N/A	N/A	Clayton	Circulation	2018	1,170	1,170	
672	1	Microwave Oven	GE	JVM192K004	SL974702S	Clayton	Conference Kitchen	2005	156	156	
673	1	Refrigerator/Freezer - Compact	N/A	N/A	N/A	Clayton	Conference Kitchen	2008	225	225	
674	1	Fire Alarm System	Simplex	4002	N/A	Clayton	Custodian	2005	6,500	6,500	
675	1	Security System	Ademco	N/A	N/A	Clayton	Custodian	2005	5,500	5,500	
676	1	Telephone System	Toshiba	Strata X11c	N/A	Clayton	Custodian	2005	8,500	8,500	
677	6	Chair - Side - Wood	Bernhardt	N/A	N/A	Clayton	Group Study	2008	183	1,098	
678	2	Chair - Sled - Wood	N/A	N/A	N/A	Clayton	Librarian	2008	218	435	
679	1	Desk - Single Pedestal w/ Return - 30" x 60" - Laminate	N/A	N/A	N/A	Clayton	Librarian	2008	734	734	
680	1	Display Case - 30" x 18" - Wood/Glass	N/A	N/A	N/A	Clayton	Librarian	2010	600	600	
681	1	File Cabinet - Lateral - 4-drawer - 42"	N/A	N/A	N/A	Clayton	Librarian	2010	637	637	
682	1	Anti-theft System - Walk-through - 3-column	3M	N/A	N/A	Clayton	Library	2005	3,605	3,605	
683	1	Atlas Stand - Wood	N/A	N/A	N/A	Clayton	Library	2010	1,532	1,532	
684	10	Book Return Truck - 2-shelf - Metal	N/A	N/A	N/A	Clayton	Library	2010	213	2,130	
685	2	Book Return Truck - 2-shelf - Wood	N/A	N/A	N/A	Clayton	Library	2010	213	426	
686	1	Browser Table - Book - 42" - Metal	N/A	N/A	N/A	Clayton	Library	2010	1,575	1,575	
687	4	Carrel - 2-person - Wood	Worden	N/A	N/A	Clayton	Library	2010	2,103	8,412	
688	2	Carrel - 4-person - Wood	Worden	Diametric	N/A	Clayton	Library	2010	4,206	8,412	
689	1	Cart - Checkout - 2' x 2' - Wood	N/A	N/A	N/A	Clayton	Library	2008	150	150	
690	20	Chair - Lounge - Wood	Bernhardt	N/A	N/A	Clayton	Library	2008	653	13,050	
691	88	Chair - Side - Wood	Bernhardt	N/A	N/A	Clayton	Library	2008	183	16,104	
692	1	Desk - Information - 56' - Wood/Marble	N/A	N/A	N/A	Clayton	Library	2018	18,648	18,648	
693	1	Display - Rotor Island - 1-tower - Plastic	N/A	N/A	N/A	Clayton	Library	2008	250	250	
694	15	Display - Rotor Island - 2-tower - Wood	Gaylord Bros.	N/A	N/A	Clayton	Library	2008	350	5,250	
695	1	Display - Rotor Island - 3-tower - Wood	N/A	N/A	N/A	Clayton	Library	2008	400	400	
696	1	Display Case w/ Track Lighting - 7'H x 4' x 18" - Wood/Glass	N/A	N/A	N/A	Clayton	Library	2010	1,950	1,950	
697	1	Display Rack - 1-sided - Audiocassette - Metal/Wood	N/A	N/A	N/A	Clayton	Library	2008	924	924	
698	1	Display Table - Book - 42" - Wood	N/A	N/A	N/A	Clayton	Library	2010	900	900	
699	2	Display Unit - 1-sided - Range End - 5'H x 2' - Wood	N/A	N/A	N/A	Clayton	Library	2018	614	1,227	
700	1	Display Unit - 2-sided - Audio/Video - 5'H x 2' - Wood	N/A	N/A	N/A	Clayton	Library	2018	600	600	
701	2	Display Unit - 2-sided - Book - 42"H x 6' - Wood	N/A	N/A	N/A	Clayton	Library	2018	660	1,320	
702	2	Display Unit - 2-sided - Book - 42"H x 8' - Wood	N/A	N/A	N/A	Clayton	Library	2018	690	1,380	
703	2	Display Unit - 2-sided - Range End - 5'H x 3' - Wood	N/A	N/A	N/A	Clayton	Library	2018	758	1,515	
704	2	Panel - Display/Exhibit - 30" x 30" - Wall-mounted - Wood	Perky	N/A	N/A	Clayton	Library	2010	252	504	
705	1	Shelving - Double-face - 54"H x 2' x 72" - Metal	N/A	N/A	N/A	Clayton	Library	2018	5,850	5,850	
706	1	Shelving - Double-face - 66"H x 2' x 24' - Metal	N/A	N/A	N/A	Clayton	Library	2018	1,896	1,896	
707	1	Shelving - Double-face - 66"H x 2' x 28' - Metal	N/A	N/A	N/A	Clayton	Library	2018	2,212	2,212	



Approved:

Ikani Taumoepeau  
City Manager

# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: SCOTT ALMAN, CITY ENGINEER**

**DATE: DECEMBER 17, 2019**

**SUBJECT: ADOPT A RESOLUTION APPROVING APPLICATION FOR AND RECEIPT OF SB 2 PLANNING GRANT FUNDS AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT APPLICATION AND RECEIVE FUNDS**

## **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution supporting the submittal of a grant proposal to the State of California Department of Housing and Community Development for a project application for the Planning Grants Program (PGP) under Senate Bill 2 Planning Grants Program Guidelines for the amount of \$160,000. A portion of these funds will be used to offset consultant and staff costs associated with the creation of an Accessory Dwelling Unit (ADU) ordinance. It will create ADU design criterion using objective design standards that will be clear and easy to understand and legally defensible. The remainder of the grant funds will be used to initiate a Geographic Information System (GIS) program for the City.

## **BACKGROUND**

In 2017, Governor Jerry Brown signed SB 2, titled the "Building Homes and Jobs Act" which was adopted in conjunction with a swath of other housing legislation. The source of funding is secured through a fee that is imposed at the time of the recording of every real estate instrument, paper, or notice for each single real estate transaction on a parcel of property (although sales of single-family homes are exempt from this fee). The fee became effective January 1, 2018 and is projected to generate \$200 million in annual revenues statewide.

The law prescribes that the revenue collected for the 2018 calendar year be deposited into two funds: a) 50% of the revenue is to be placed in a fund made available to local governments for planning grants; and b) 50% of the revenue is to be placed in a fund made available to the Department of Housing and Community Development (HCD) to assist persons experiencing or at risk of homelessness. The local government share of this revenue is to be dispersed through a grant program administered by HCD.

Revenues collected after January 1, 2019 are directed to be used to implement planning policies and more directly facilitate the production of affordable housing throughout California.

---

## **DISCUSSION**

On March 28, 2019, HCD released a Notice of Funding Availability (NOFA) for approximately \$123 million in revenue earmarked for local government planning grants. Under this grant program, local governments are provided an eligibility allowance based on community population. The City of Clayton falls within the “small localities” category, which is eligible for up to \$160,000 in grant funding. The purpose of the Planning Grants Program is to provide financial and technical assistance to local governments to update planning documents.

Details on the SB 2 Planning Grants Program can be found on the HCD website here: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

The call for applications for grant funding is open for eight months, through December 20, 2019. During this period, the local government agency can file for one or multiple applications for grant funding, but must file it under a single form. HCD anticipates that the time frame for awarding the grant is approximately two to three months from the date of application filing.

To be eligible for grant funds, the local government agency must: a) have a certified and compliant Housing Element; and b) have completed the Annual Progress Report (APR) on the Housing Element and submitted the APR to HCD per State law. The City of Clayton is compliant with these requirements.

The program guidelines require that the grant request be accompanied by an adopted City Council resolution, which endorses the request.

Staff is requesting the maximum amount possible for municipalities with a population of 50,000 or less, which is \$160,000. A portion of these funds will be used to offset consultant and staff costs associated with the creation of an Accessory Dwelling Unit (ADU) ordinance. It will create ADU design criterion, using objective design standards that will be clear, easy to understand, and legally defensible. The remainder of the grant funds will be used to initiate a Geographic Information System (GIS) program for the City.

## **FISCAL IMPACT**

There is no significant fiscal impact associated with this item. The SB 2 Planning Grant Program does not require a local financial commitment or “match” from local jurisdictions requesting grant funds. The funding provides the opportunity for Clayton to address certain best practice policies related to State-mandated housing requirements in a manner that minimizes costs to general fund and demands on staff resources. City staff time required for administering the grant applications and managing the projects funded by the grant would be absorbed as part of the staff workload and would have no impact on the City’s General Fund. Clayton may receive up to 5% of the application costs for administrative support for the applications.

## **ENVIRONMENTAL**

The proposed grant program is not a project subject to the provisions of the California Environmental Quality Act (CEQA).

**CONCLUSION**

Staff recommends that City Council adopt the attached resolution supporting the submittal of a grant proposal to the State of California Department of Housing and Community Development for a project application for the Planning Grants Program (PGP) under SB 2 Planning Grants Program Guidelines.

Attachments: 1. Resolution [2 pp.]

**RESOLUTION NO. XX-2019**

**A RESOLUTION APPROVING APPLICATION FOR AND RECEIPT OF SB 2 PLANNING  
GRANT FUNDS AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT  
APPLICATION AND RECEIVE FUNDS**

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

**WHEREAS**, the State of California Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

**WHEREAS**, the City Council of the City of Clayton desires to submit a project application for the PGP program and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clayton, California does hereby authorize the City Manager to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000. A portion of these funds will be used to offset consultant and staff costs associated with the creation of an Accessory Dwelling Unit (ADU) ordinance. It will create ADU design criterion, using objective design standards that will be clear, easy to understand, and legally defensible. The remainder of the grant funds will be used to initiate a Geographic Information System (GIS) program for the City.

**BE IT FURTHER RESOLVED** if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

**BE IT FURTHER RESOLVED** That the City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

**BE IT FURTHER RESOLVED** The City Manager is authorized to execute the City of Clayton Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

**PASSED, APPROVED and ADOPTED** by the City Council of Clayton, California at a regular public meeting thereof held on the 17<sup>th</sup> day of December 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

---

Julie Pierce, Mayor

ATTEST:

---

Janet Calderon, City Clerk



Agenda Date: 12-17-2019

Agenda Item: 3F

Approved:

Ikani, Taumoepeau  
City Manager

# STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: D. ALLEN, INTERIM FINANCE MANAGER  
DATE: DECEMBER 12, 2019   
SUBJECT: FIRST QUARTER FY 2019-20 INVESTMENT PORTFOLIO REPORT

---

## RECOMMENDATION

It is recommended the City Council, by minute motion, accept the City Investment Portfolio Report for the first quarter of the fiscal year ending September 30, 2020 (FY 2019-20).

## BACKGROUND

Pursuant to section XIII of the City of Clayton Investment Policy, the Finance Manager is required to submit a quarterly investment report to the City Council. This quarterly report is also designed to meet the local agency reporting requirements outlined in *California Government Code* section 53646. The FY 2019-20 first quarter report is provided herein.

The City's Investment Policy guides staff and its advisors for all investment activities. Permitted investment activities are primarily governed by state law (*California Government Code* sections 53600-53610) and the City's adopted Investment Policy. The City's Investment Policy is consistent with state law and is designed to be more restrictive for the purpose of added safety and liquidity, which take precedence over yield. Section XVI of the Investment Policy states it shall be periodically reviewed by the City Treasurer and the City Council to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return on investments, along with its relevance to current law, financial and economic trends, and to meet the needs of the City. The policy was last amended by the City Council, following recommendation by the Finance Manager and City Treasurer on November 20, 2018 to add the California Asset Management Program (CAMP) as an authorized investment type. No revisions to the Policy are being recommended at this time.

## DISCUSSION

With the first quarter of the 2019-2020 fiscal year complete, year-to-date interest earnings for the General Fund is \$37,775, or 33% of forecasted General Fund interest revenues per the FY 2019-20 adopted budget of \$115,200. City-wide investment earnings solely attributable to

pooled investments (i.e. not related to cash with fiscal agents such as bond proceeds) through the first quarter of FY 2019-20, totaled \$74,698.

This quarter, the highest yielding investment type, was deposits held with pooled investment accounts at CAMP and LAIF, making up 15% of the portfolio, with weighted average interest rates of 2.22% and 2.28% respectively. Investments in certificates of deposit and government agency bonds comprised approximately 85% of the portfolio and were the second highest yielding investment type with a collective weighted average interest rate of 2.20%.

The market value of the total investment portfolio was \$12,632,207, which is \$86,288 higher than total carrying value as of September 30, 2019. Currently, the estimated market value exceeds the cost of securities in the investment portfolio due to the City's heavy investment in two to five year fixed income securities during the last year at rates averaging higher than current rates. The increase in market value demonstrates how the cautious nature of the City's investment strategy mitigates the risk of the City incurring large unrealized losses during market retractions. On the other hand, given less risk exposure, more predictable and modest investment returns will be realized following this same strategy.

While the earnings outcome of the first quarter of FY 2019-20 exceeded budgeted expectations, management is expecting that investment income will decline over the remaining quarters of this fiscal year as the Federal Reserve has cut interest rates three times since July 1, at .25% each time. Accordingly, we expect many of the investments purchased at higher yields will be called and replaced with lower yielding investments in CD's and government obligation instruments in the remainder of this fiscal year.

The City of Clayton Investment Portfolio was managed in accordance with the City's Investment Policy. Furthermore, the City's cash management program provides sufficient liquidity to meet the next ten months expenditures. The attached City of Clayton Investment Holdings Summary – First Quarter of Fiscal Year 2019-20 (Attachment 1) provides additional analysis and the specific investment reporting criteria required by *California Government Code* section 53646.

### **FISCAL IMPACT**

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

#### **Attachments:**

1. City of Clayton Investment Holdings Summary – First Quarter of Fiscal Year 2019-20 (July 1, 2019 – September 30, 2019)

City of Clayton  
Investment Holdings Summary  
Quarter Ending: September 30, 2019

Investment Account	Investment Type	Institution	CUSIP	Carrying Value	Rate	Current Yield	Settlement Date	Maturity Date	Market Value
CAMP	Local Agency Pool	California Asset Management Program	n/a	1,876,005.20	2.22%	2.22%	n/a	n/a	1,876,005.20
LAIF	Local Agency Pool	Local Agency Investment Fund	n/a	20,442.83	2.28%	2.29%	n/a	n/a	20,442.83
UBS Financial Services Inc.	Cash	UBS Cash Holding	n/a	-	0.00%	0.00%	n/a	n/a	-
UBS Financial Services Inc.	Money Market Fund	RMA Government Portfolio	n/a	150,383.26	1.96%	1.96%	n/a	n/a	150,383.26
	Certificate of Deposit	Gulf Coast B&T, LA	402194FB5	99,000.00	1.25%	1.25%	10/14/16	10/15/19	98,966.34
	Certificate of Deposit	Capital One Bank, VA	140420QF0	130,000.00	2.15%	2.15%	10/16/14	10/16/19	130,010.40
	Certificate of Deposit	State Bk NY	8562842P8	50,000.00	2.25%	2.25%	8/27/14	10/17/19	50,008.00
	Certificate of Deposit	Bank of China NY B NY US	06428FMA2	248,000.00	2.00%	2.00%	9/4/19	12/16/19	248,049.60
	Certificate of Deposit	GE Capital Bank UT	36162YF24	145,000.00	1.80%	1.80%	1/16/15	1/16/20	145,127.60
	Certificate of Deposit	The Privatebank & Trust Co., IL	74267GUU9	100,000.00	1.90%	1.90%	1/23/15	1/23/20	100,088.00
	Certificate of Deposit	American Express Centurion Bank, UT	02587DXE3	47,000.00	1.95%	1.95%	1/30/15	1/30/20	47,014.57
	Certificate of Deposit	Mercantile Comm Ban, FL	58733AEJ4	100,000.00	1.90%	1.90%	8/15/17	3/2/20	100,019.00
	Certificate of Deposit	Peoples United Bank, CT	71270QML7	151,000.00	1.75%	1.75%	3/4/15	3/4/20	151,120.80
	Certificate of Deposit	Everbank, FL	29976DVW7	200,000.00	1.75%	1.75%	3/30/15	3/30/20	199,912.00
	Certificate of Deposit	BMW Bank NA, UT	05580AHL1	198,000.00	1.80%	1.80%	4/12/17	4/21/20	197,966.34
	Certificate of Deposit	Washington Trust, RI	940637HX2	99,000.00	1.45%	1.45%	11/18/16	5/18/20	98,769.33
	Certificate of Deposit	CIT Bank, UT	17284DBM3	50,000.00	2.00%	2.00%	6/3/15	6/3/20	50,062.50
	Certificate of Deposit	Comenity Bank, DE	981996XS5	100,000.00	2.30%	2.32%	6/30/15	7/1/20	99,138.00
	Certificate of Deposit	Capital One NA McLean, VA	14042E4Y3	245,000.00	2.25%	2.24%	7/22/15	7/22/20	245,784.00
	Certificate of Deposit	World's Foremost B, NE	9159919E5	200,000.00	2.30%	2.33%	8/6/15	8/6/20	197,676.00
	Certificate of Deposit	Merrick Bk, UT	59013JHE2	149,000.00	1.90%	1.90%	8/20/15	8/20/20	149,129.63
	Certificate of Deposit	Beneficial Mut, PA	08173QBT2	200,000.00	1.35%	1.36%	10/7/16	10/7/20	198,934.00
	Certificate of Deposit	Morgan Stanley Bk, UT	61747MG96	245,000.00	2.45%	2.43%	1/18/18	1/25/21	247,072.70
	Certificate of Deposit	JP Morgan Chase, OH	48125YZB3	200,000.00	1.50%	1.50%	1/26/16	2/10/21	199,902.00
	Certificate of Deposit	Synchrony Bank, UT	87164XLH7	94,000.00	1.70%	1.70%	2/25/16	3/4/21	94,119.38
	Certificate of Deposit	Connectone England Cliffs, NJ	20786ACD5	100,000.00	2.60%	2.57%	3/28/18	3/29/21	101,181.00
	Certificate of Deposit	Townebank Portsmouth, VA	89214PBL2	200,000.00	2.80%	2.76%	4/19/18	4/30/21	203,106.00
	Certificate of Deposit	BLC Comenity Bank, WI	05549CGN4	198,000.00	2.00%	1.99%	11/13/17	5/28/21	198,647.46
	Certificate of Deposit	Wells Fargo, SD	9497485W3	50,000.00	1.75%	1.76%	6/17/16	6/17/21	49,831.50
	Certificate of Deposit	UBS BK USA Salt LA UT US	90348JMG2	148,000.00	2.10%	2.09%	7/2/19	7/6/21	148,771.08
	Certificate of Deposit	Barclays Bank, DE	06740KKC0	100,000.00	2.00%	1.99%	7/12/17	7/12/21	100,349.00
	Certificate of Deposit	1st Internet Bank Indianapolis, IN	32056GCP3	100,000.00	1.95%	1.94%	7/14/17	7/14/21	100,264.00
	Certificate of Deposit	Comenity Cap Bank UT	20033AUX2	245,000.00	2.00%	1.99%	7/16/17	7/16/21	245,864.85
	Certificate of Deposit	UBS Bank, UT	90348JAU4	50,000.00	1.50%	1.51%	7/20/16	7/20/21	49,689.50
	Certificate of Deposit	Synchrony Bank, UT	87164XNA0	50,000.00	1.45%	1.46%	7/22/16	7/22/21	49,679.50
	Certificate of Deposit	Morgan Stanley Prv NY US	61760AR50	250,000.00	2.10%	2.09%	7/23/19	8/2/21	251,355.00
	Certificate of Deposit	Bank Hapoalim, NY	06251AU32	147,000.00	3.00%	2.93%	8/23/18	8/23/21	150,288.39
	Certificate of Deposit	First Bank PR Santurce, PR	33767A4K4	157,000.00	2.05%	2.04%	8/25/17	8/25/21	157,733.19
	Certificate of Deposit	Enerbank USA, UT	29266N3H8	50,000.00	1.45%	1.46%	8/26/16	8/26/21	49,672.50
	Certificate of Deposit	Privatebank, IL	74267GVM6	147,000.00	1.50%	1.51%	8/30/16	8/30/21	146,057.73
	Certificate of Deposit	Commercial Bank Harrogate, Tenn	20143PDR8	197,000.00	3.00%	2.93%	6/19/18	9/21/21	201,584.19
	Certificate of Deposit	Medallion Bk, UT	58403B5Q5	198,000.00	2.05%	2.04%	12/5/16	12/16/21	199,061.28

City of Clayton  
Investment Holdings Summary  
Quarter Ending: September 30, 2019

Investment Account	Investment Type	Institution	CUSIP	Carrying Value	Rate	Current Yield	Settlement Date	Maturity Date	Market Value
	Certificate of Deposit	Mercantile Comm Bank	58733ADT3	150,000.00	2.10%	2.09%	1/27/17	1/27/22	151,011.00
	Certificate of Deposit	Franklin Syn Bank, TN	35471TCV2	204,000.00	2.00%	1.99%	1/12/17	1/31/22	204,913.92
	Certificate of Deposit	Sallie Mae Bank, UT	7954502C8	197,000.00	2.65%	2.60%	4/3/19	4/4/22	201,064.11
	Certificate of Deposit	Live Oak Banking, NC	538036CM4	97,000.00	2.25%	2.23%	4/7/17	4/7/22	98,059.24
	Certificate of Deposit	First National Bank of McGregor, TX	36A99U934	145,000.00	2.35%	2.43%	12/20/18	6/20/22	140,323.75
	Certificate of Deposit	FNBC Bank Arizona	30259QAB3	250,000.00	2.50%	2.50%	6/6/19	6/21/22	250,352.50
	Certificate of Deposit	Bank of New England, NH	06426KAL2	246,000.00	3.15%	3.04%	7/17/18	7/28/22	255,097.08
		Ally Bank UT US	02007GKY8	247,000.00	2.15%	2.13%	7/23/19	8/1/22	249,314.39
		Enerbank UT US	29278TKG4	100,000.00	2.05%	2.04%	7/29/19	8/8/22	100,665.00
	Certificate of Deposit	First Bank Highland, IL	319141HN0	247,000.00	2.20%	2.18%	9/7/17	9/7/22	249,736.76
	Certificate of Deposit	Capital One Bank	1404205H9	99,000.00	2.30%	2.27%	10/4/17	10/4/22	100,407.78
	Certificate of Deposit	Commercial Savings Bank, IA	202291AD2	247,000.00	2.10%	2.08%	10/18/17	10/18/22	249,087.15
	Certificate of Deposit	Industrial & Coml, NY	45581EAR2	250,000.00	2.65%	2.58%	2/17/18	2/14/23	256,730.00
	Certificate of Deposit	Belmont Svgs Bk, MA	080515CH0	200,000.00	2.70%	2.62%	2/13/18	2/28/23	205,764.00
	Certificate of Deposit	Citibank, NA SD	17312QJ26	200,000.00	2.90%	2.80%	4/2/18	4/11/23	207,270.00
	Certificate of Deposit	Goldman Sachs Bank, UT	38148P7B7	100,000.00	2.65%	2.58%	5/1/19	5/8/23	102,832.00
	Certificate of Deposit	Silvergate Bank, CA	828373GG9	99,000.00	2.70%	2.70%	5/14/19	5/31/23	99,133.65
	Certificate of Deposit	Enerbank USA, UT	29278TCG3	100,000.00	3.20%	3.05%	7/31/18	7/31/23	105,020.00
	Certificate of Deposit	Bank of Baroda, NY	06063HBH5	250,000.00	3.55%	3.32%	12/17/18	12/28/23	267,020.00
	Certificate of Deposit	Commercial Bank, AL	201282HZ6	200,000.00	3.20%	3.19%	1/11/19	1/23/24	200,836.00
	Certificate of Deposit	Wells Fargo Bank NA, SD	949763A48	197,000.00	2.75%	2.66%	4/25/19	5/3/24	203,376.89
	Certificate of Deposit	State Bank of India, NY	856285PY1	198,000.00	2.85%	2.85%	5/14/19	5/30/24	198,267.30
				\$ 9,460,000.00					\$ 9,548,288.88
	Government Agency	FHLMC	3134G8VZ9	250,000.00	1.50%	1.50%	3/29/16	4/28/21	249,917.50
	Government Agency	Federal Farm Credit Bank	3133EGEX9	200,000.00	1.67%	1.68%	6/9/16	6/14/21	199,284.00
	Government Agency	Federal Home Loan Bank	3130A8HH9	250,000.00	1.62%	1.63%	6/16/16	6/23/21	248,797.50
				\$ 700,000.00					\$ 697,999.00
	<b>Total UBS Financial Services Inc.</b>			\$ 10,310,383.26					\$ 10,396,671.14
<b>Morgan Stanley</b>	Money Market Fund	Morgan Stanley	n/a	-	0.00%	0.00%	n/a	n/a	-
	No Activity or holdings in this account left at 9/30/2019. Account to be closed.								
	<b>Total Morgan Stanley</b>			-					-
<b>Bank of America (book balance)</b>	Cash (checking account)	Bank of America		339,088.17	0.00%	0.00%	n/a	n/a	339,088.17

City of Clayton  
Investment Holdings Summary  
Quarter Ending: September 30, 2019

Investment Account	Investment Type	Institution	CUSIP	Carrying Value	Rate	Current Yield	Settlement Date	Maturity Date	Market Value
--------------------	-----------------	-------------	-------	----------------	------	---------------	-----------------	---------------	--------------

Broker / Institution	Carrying Value	Percentage of Portfolio	Weighted Average Yield to Maturity	W.A.M. (yrs)	Market Value
CAMP	1,876,005	14.95%	2.22%	0.11	1,876,005
LAIF	20,443	0.16%	2.28%	0.53	20,443
UBS Financial Services Inc.	10,310,383	82.18%	2.20%	2.02	10,396,671
Morgan Stanley	-	0.00%	0.00%	0.00	-
Bank of America (book balance)	339,088	2.70%	0.00%	0.00	339,088
<b>Total investment Portfolio</b>	<b>12,545,919</b>	<b>100.00%</b>	<b>2.14%</b>	<b>1.68</b>	<b>12,632,207</b>
2019-20 Budgeted Interest - General Fund		\$ 115,000			
2019-20 Actual Interest Revenue to date (7/1/19 - 9/30/19)		\$ 37,775			
Percent of General Fund Budget Realized		32.85%			
Quarterly Weighted Average Annual Yield*		2.14%			
2019-20 Total Pooled Investment Income To Date (7/1/19 - 9/30/19)		\$ 74,698			

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

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

  
\_\_\_\_\_  
Deb Allen, Interim Finance Manager      10/12/19  
Date

  
\_\_\_\_\_  
Hank Stratford, City Treasurer      12/12/19  
Date



Agenda Date: 12-17-2019

Agenda Item: Ba

# STAFF REPORT

Approved:

IT.

**Ikani Taumoepeau  
City Manager**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: Ikani Taumoepeau, City Manager**

**DATE: December 17, 2019**

**SUBJECT: Approval of a Consulting Agreement with TRC Solutions, Inc. to Provide Contract Planning Services**

---

## RECOMMENDATION

It is recommended that the City Council approve the attached consulting agreement with TRC Solutions, Inc. to provide contract planning services for the City of Clayton.

## BACKGROUND

In March of 2019, Clayton's Community Development Director (CDD) accepted a position at another government agency. Since that time, the position has been staffed on an interim basis by David Woltering, a retired CDD who previously held the position here in Clayton. In November of 2019, Mr. Woltering provided notice to the Interim City Manager that he would be unable to continue in his role as Clayton Interim CDD beyond December 20, 2019.

Clayton has been recruiting for a full time / permanent CDD since March of 2019. Although to date, eight (8) applications have been received in response to this recruitment, the qualifications of the applicants have not met the standards required for the position.

Upon the arrival of the new City Manager, this recruitment effort will be revisited and a renewed effort to find a permanent / full time CDD will again be undertaken.

## DISCUSSION

Effective on December 20, 2019 Clayton's Interim CDD is resigning his position. In order to continue to serve the needs of the public as they relate to Community Development, the City has an impending need to be able to continue to provide planning services.

Attached is a proposed scope of services from TRC Solutions, Inc. to provide contract planning services. As noted in the proposal, Dana Ayers will be the primary TRC staff member facilitating the work associated with this contract. Ms. Ayers has twenty (20) years

experience in the areas of City Planning and Community Development. She is known to be extremely well qualified and capable of filling the City of Clayton's needs until qualified in-house staffing can be found.

### **FISCAL IMPACT**

The fiscal impact of entering into the attached contract with TRC Solutions, Inc. is expected to be insignificant. Although TRC billing rates are higher than those paid to in house staff, TRC staff members will only be working approximately half time.

EXHIBIT A  
Scope of Services



2300 Clayton Rd., Suite 610  
Concord, CA 94520

T 925.688.1200  
TRCcompanies.com

December 5, 2019

Joe Sbranti  
Interim City Manager  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

**Subject: TRC Solutions, Inc., Scope of Services for Contract Planning Services to the City of Clayton, California**

Mr. Sbranti:

We are pleased to submit the following scope for Professional Services in connection with the project referenced above.

This Scope of Services is provided to the City of Clayton, California (Client), with a principal place of business at 6000 Heritage Trail, Clayton, California 94517, by TRC Solutions, Inc. (Contractor), with a principal place of business at 2300 Clayton Road, Suite 610, Concord, California 94520.

## **SCOPE OF SERVICES**

### **A. Approach Statement**

For ongoing contract planning services in the City of Clayton, California, Contractor, will provide professional planning services required for department operations and current and long-range planning efforts as required for the City of Clayton Community Development Department.

### **B. Ongoing Planning Services**

Contractor shall provide:

- General consulting on land use issues specific to the City of Clayton General Plan and Zoning Ordinance, development regulations, project-specific conditions imposed by the City of Clayton, and other requirements and applicable conditions imposed by other regulatory agencies.
- Site visits as necessary to gain an understanding of the existing conditions, opportunities and constraints for proposed development projects.
- Coordination with staff of other City departments and (as applicable) state and federal agencies in the evaluation of development proposals, including determinations of



2300 Clayton Rd., Suite 610  
Concord, CA 94520

T 925.688.1200  
TRCcompanies.com

- application completeness in accordance with the California Government Code.
- Review of available reports, plans, surveys, environmental documents prepared pursuant to the California Environmental Quality Act (CEQA), and other materials relevant to development application processing.
- Preparation of environmental analyses of development proposals in accordance with CEQA, including selection and management of consultants for preparation of technical reports and/or peer review of technical reports submitted by project applicants.
- Written analysis in the form of staff reports, memoranda, letters and other documentation, of consistency of requested entitlements and proposed City actions with the adopted General Plan, Zoning Ordinance and applicable policies of regional, state and federal agencies.
- Attendance at meetings with City staff, project developers, interested parties, technical consultants, staff of other agencies, and elected and appointed officials including City Council members, Planning Commissioners and any subcommittee members thereof.
- Attendance at public meetings and hearings of the City Council, Planning Commission, and any subcommittees thereof, for matters that pertain to land use and development, and presentation of materials as needed.
- Assistance to City Administrative staff in the oversight of Community Development Department functions, including staffing, management of Planning subconsultants, supervision of subordinate employees of the department, scheduling of commission and subcommittee meetings pertaining to land use matters, and preparation and distribution of noticing public meetings and hearings for same.
- Building permit application review and provision of assistance to the public regarding permit requirements and zoning compliance, as needed.
- Telephone and email communication with the Client, applicants and other agency representatives, as related to the work.

## KEY PERSONNEL

Dana Ayers will be the primary TRC staff member facilitating the work associated with this contract. Ms. Ayers has 20 years of experience in municipal, county and environmental planning. Prior to joining TRC, Ms. Ayers worked exclusively in the public sector and, consequently, has extensive knowledge of the standards, practices and operations of local governmental agencies. She has worked in both suburban and agricultural communities, and through those experiences, has gained an understanding of the unique challenges that different communities face with regard to housing, utilities and infrastructure, and transportation. As a governmental planner, she has reviewed numerous development proposals and prepared or managed preparation of initial studies, negative and mitigated negative declarations, and environmental impact reports for residential, commercial and agricultural projects, many of which were highly contentious. Ms. Ayers has additional experience in advanced level planning including preparation of general plan amendments, zoning code amendments, and related statutory and environmental analysis.



2300 Clayton Rd., Suite 610  
Concord, CA 94520

T 925.688.1200  
TRCcompanies.com

Ms. Ayers will be available to work on City assignments for an estimated 18 hours per week, of which at least eight hours will be spent on premises of Clayton City Hall. In coordination with City Administrative staff, Ms. Ayers' schedule may be adjusted to include more or fewer than 18 hours per week, depending on Client needs and changing workload demands from week to week. Ms. Ayers will also coordinate with City Administrative staff weekly to schedule these hours so as to optimize the effectiveness of her time spent in your offices. Additional environmental planning staff of TRC can provide supplemental support to facilitate completion of the Planning Services described above, subject to approval of the City Manager or the City Manager's designee.

Ms. Ayers' hourly rate for calendar year 2019 is \$158 and will increase to \$161 on January 1, 2020. Calendar year 2020 rates for other TRC staff that can provide supplemental support to the City are included in the attachment.

#### **FEES AND TERMS**

Based on the nature of work described above, Contractor anticipates providing the planning permit review and coordination effort described above on an hourly basis. Contractor will periodically contact Client for written authorization (via email or handwritten signature) to further Client's objectives, as needed.

Out of pocket expenses, including travel, printing, postage and delivery, shall be charged to Client as incurred plus a 15 percent administration charge.

Thank you for your consideration of this Scope of Services. Please do not hesitate to contact me at phone number (925) 688-2461 or to email address [bpeters@trccompanies.com](mailto:bpeters@trccompanies.com) with questions you may have on the information provided above.

Sincerely,

A handwritten signature in black ink that reads "Brenda Peters". The signature is written in a cursive, flowing style.

Brenda Peters  
California Practice Lead  
Planning, Permitting and Licensing

## EXHIBIT B

### Schedule of Charges/Payments

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



2300 Clayton Rd., Suite 610  
Concord, CA 94520

T 925.688.1200  
TRCcompanies.com

P CODE	TRC LABOR CLASSIFICATION/Category	2020 HOURLY labor RATE
	<b>Principal/Technical Director</b>	
EV28	Level IV	\$305
EV27	Level III	265
EV26	Level II	236
EV25	Level I	220
	<b>Program Manager/Senior Technical Manager</b>	
EV24	Level IV	\$212
EV23	Level III	197
EV22	Level II	191
EV21	Level I	183
	<b>Project/Technical Manager</b>	
EV20	Level IV	\$176
EV19	Level III	167
EV18	Level II	161
EV17	Level I	155
	<b>Senior Scientist/Engineer/Specialist</b>	
EV16	Level IV	\$149
EV15	Level III	142
EV14	Level II	135
EV13	Level I	129
	<b>Project Scientist/Engineer/Specialist</b>	
EV12	Level IV	\$123
EV11	Level III	116
EV10	Level II	110
EV09	Level I	103
	<b>Scientist/Engineer/Specialist, Technicians, and Project Support</b>	
EV08	Level VIII	\$97
EV07	Level VII	91
EV06	Level VI	84
EV05	Level V	78
EV04	Level IV	71
EV03	Level III	65
EV02	Level II	59
EV01	Level I	48



2300 Clayton Rd., Suite 610  
Concord, CA 94520

T 925.688.1200  
TRCcompanies.com

Bill Cat CODE	TRC LABOR CLASSIFICATION/Category	2020 HOURLY labor RATE
	<b>Project Support/Clerical</b>	
G1	Level I	\$59
G2	Level II	70
G3	Level III	89
G4	Level IV	112
	<b>Drafting/CADD/GIS</b>	
F1	Level I	\$70
F2	Level II	82
F3	Level III	107
F4	Level IV	124
	<b>Designer/Technician/Inspectors</b>	
E1	Level I	\$47
E2	Level II	70
E3	Level III	93
E4	Level IV	107
	<b>Scientist/Planner/Engineer</b>	
D1	Level I	\$81
D2	Level II	94
D3	Level III	107
D4	Level IV	124
	<b>Senior Scientist/Planner/Engineer</b>	
C1	Level I	\$129
C2	Level II	156
C3	Level III	180
C4	Level IV	201
	<b>Project Manager</b>	
B1	Level I	\$145
B2	Level II	165
B3	Level III	188
B4	Level IV	212
	<b>Principal/Principal Scientist/Principal Engineer</b>	
A1	Level I	\$217
A2	Level II	236
A3	Level III	266
A4	Level IV	305

**CITY OF CLAYTON  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of December 23, 2019 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and TRC Solutions, Inc., a California Corporation with its principal place of business at 2300 Clayton Rd., Suite 610, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

- A. City is a public agency of the State of California and is in need of professional services for contract planning services (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$85,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of

such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within reasonable time period. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to

this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City, upon five (5) days prior written notice, has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly

reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

## 12. Indemnification.

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

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

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or

more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, and employees free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth, which are deemed to be a part of this Agreement.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign Ms. Dana Ayers as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517  
Attn: Ikani Taumoepeau

CONSULTANT:

TRC Solutions, Inc.  
2300 Clayton Road, Suite 610  
Concord, CA 94520

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

Time is a material consideration for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

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

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

CITY OF CLAYTON

TRC Solutions, Inc.

By: \_\_\_\_\_  
Mayor Julie Pierce

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk



Agenda Date: 12-17-2019

Agenda Item: 8b

Approved:

JIT  
Ikani Taumoepeau  
City Manager

# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: Janet Calderon, City Clerk**

**DATE: December 17, 2019**

**SUBJECT: DETERMINATION OF COUNCIL COMMITTEE ASSIGNMENTS**

## RECOMMENDATION

It is recommended the City Council discuss and approve Mayor Pierce's proposed changes to the various Council ad-hoc and committee assignments for the ensuing year of 2020.

## BACKGROUND

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

Attached are two (2) lists:

1. Mayor Pierce's list of proposed assignment changes, highlighted in **green font**.
2. The current list of City Council sub-committees and associated assignment during 2019. The list was updated (in **red font**) to reflect the elections made at the Council Reorganization Meeting held on December 3, 2019 relative to the chair and vice chair of the Oakhurst Geological Hazard Abatement District (GHAD). The Clayton Financing Authority (CFA) chair and vice chair are automatically filled by the mayor and vice mayor of the City, respectively, per its By-Laws.

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

Subject: Determination of Council Committee Assignments.

Date: December 17, 2019

Page 2 of 2

---

- Attachments:
1. Mayor Pierce's proposed assignments for 2020. (2 pages)
  2. City Council current Committee Assignments - 2019. (2 pages)
  3. *Council Guidelines and Procedures*. (2 pages)

# CITY COUNCIL ASSIGNMENTS STANDING/AD-HOC COMMITTEES/LIAISONS

## CITY OF CLAYTON 2019

Association of Bay Area Governments (ABAG)	Julie Pierce Alternate: Tuija Catalano
Budget/Audit Committee	Jeff Wan; Jim Diaz Alternate: Carl Wolfe
Citizens Corps Council (CERT)	Jim Diaz Alternate: Jeff Wan
Clayton Financing Authority [CFA]* *[offices automatically go to Mayor & Vice Mayor, per Bylaws]	President – Tuija Catalano Vice President – Julie Pierce
Community Park Sports Fields Ad-Hoc Committee	Tuija Catalano, Julie Pierce
Contra Costa Water District [CCWD] Liaison	Jim Diaz Alternate: Carl Wolfe
Central Contra Costa Transit Authority [CCCTA]	Keith Haydon Alternate: Tuija Catalano
“Do the Right Thing” Program	Tuija Catalano, Carl Wolfe
Downtown Activities Committee	Julie Pierce, Jim Diaz
East Bay Division - League of California Cities	Julie Pierce Alternate: Tuija Catalano
East Contra Costa County Habitat Conservancy	Tuija Catalano Alternate: Carl Wolfe
Economic Development Committee	Julie Pierce, Carl Wolfe Alternate: Jeff Wan

Endeavor Hall Marketing Committee	Jim Diaz, Carl Wolfe
Garbage & Recycling Committee	Jim Diaz, Tuija Catalano
Interview Committees:	
a. Planning Commission applicants	City Council
b. Trails and Landscaping Committee applicants	Vice Mayor Tuija Catalano
Clayton Library Foundation Liaison	Carl Wolfe Alternate: Jeff Wan
Mayors' Conference – Contra Costa County	Mayor & Council
Mt. Diablo School District Liaison Committee	Jeff Wan, Tuija Catalano Alternate: Julie Pierce
Oakhurst Geological Hazard Abatement District [GHAD]	<i>Chair – Carl Wolfe</i> <i>Vice Chair – Jeff Wan</i>
Trails and Landscaping Committee (TLC) Liaison	Vice Mayor Alternate: Tuija Catalano
TRANSPAC	Julie Pierce Alternate: Jim Diaz
“Unsung Heroes” Program Committee	Tuija Catalano; Carl Wolfe

\* \* \* \* \*

Revised: 04 December 2018  
Original Adoption: 17 December 2004

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

C. COUNCIL INTERACTION AND COMMUNICATION

1. The Mayor makes Council sub-committee appointments annually in December; the Mayor is encouraged to seek input from Council regarding appointment preferences.
2. Members will take seriously the responsibility of reporting to Council on sub-committees and other regional, state and national board/agency/group activities in which they are involved.
3. Each Council Member has the responsibility to initiate resolution of problems as soon as possible.
4. Members shall recall and abide by the Brown Act when giving information to each other outside of public meetings.
5. Cheap shots at each other are not allowed by Members during public meetings, in the media, or at any other time.
6. Relationships are informal, but Council Members need to be aware of impact on and perception of the public.
7. Council Members will be flexible in covering Council responsibilities for each other.
8. **Council Sub-Committees.**
  - a. **Sub-committee areas belong to the Council as a whole; they are not seen as territorial.**
  - b. **Sub-committees shall keep the rest of the Council fully informed. The rest of the Council is responsible for letting a sub-committee know if they want more information or to give input.**
  - c. **Before sub-committees start moving in new directions, they will obtain direction from the rest of the Council.**

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

D. COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

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