



AGENDA

REGULAR JOINT MEETINGS

* * *

CLAYTON CITY COUNCIL and OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

* * *

TUESDAY, July 21, 2020

7:00 P.M.

***** NEW LOCATION*****

To protect our residents, officials, and staff, and aligned with the Governor's executive order to Shelter-at-Home, this meeting is being conducted utilizing teleconferencing means consistent with State order that that allows the public to address the local legislative body electronically.

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 on the City's website at www.ci.clayton.ca.us
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.ci.clayton.ca.us
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda is available for review on the City's website at www.ci.clayton.ca.us
- 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) 673-7300.

Instructions for Virtual City Council Meeting – July 21

To protect our residents, officials, and staff, and aligned with the Governor's executive order to Shelter-at-Home, this meeting is being conducted utilizing teleconferencing means consistent with State order that that allows the public to address the local legislative body electronically.

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register:

https://us02web.zoom.us/webinar/register/WN_0BGi7cEDQvOq-0mV67AHBQ

After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click "Register", which will approve your registration and a new URL to join the meeting will appear.

Phone-in: Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial Telephone: 877 853 5257 (Toll Free)

2. using the *Webinar ID* and *Password* found in the e-mail.

E-mail Public Comments: If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at jcalderon@ci.clayton.ca.us by 5 PM on the day of the City Council meeting. All E-mail Public Comments will be forwarded to the entire City Council.

For those who choose to attend the meeting via videoconferencing or telephone shall have 3 minutes for public comments.

Location:

Videoconferencing Meeting (this meeting via teleconferencing is open to the public)

To join this virtual meeting on-line click

here: https://us02web.zoom.us/webinar/register/WN_0BGi7cEDQvOq-0mV67AHBQ

To join on telephone, you must register in the URL above, which sends an e-mail to your inbox, and then dial (877) 853-5257 using the *Webinar ID* and *Password* found in the e-mail.

*** CITY COUNCIL ***

July 21, 2020

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

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

3. **CONSENT CALENDAR**

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

(a) Approve the minutes of the City Council's special meetings of June 23, 2020 and June 30, 2020 and regular meeting of July 7, 2020. (City Clerk) ([View Here](#))

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

(c) Purchase of Replacement Taser's. (Police Chief) ([View Here](#))

(d) Approve Multi-Year Agreement with Konica Minolta Business Solutions (Konica Minolta) for a Konica Minolta Bizhub C659 Copier Lease and Maintenance Agreement. (City Clerk) ([View Here](#))

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

5. **REPORTS**

(a) Planning Commission – No meeting held.

(b) Trails and Landscaping Committee – No meeting held.

(c) City Manager/Staff

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

(e) Other - Ed Miller, CCTA Citizens Advisory Committee

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 assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. 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

- (a) Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in FY 2020-21 incorporating a 1.1% Adjustment (City Engineer) ([View Here](#))

8. ACTION ITEMS

- (a) Adopt a Resolution Condemning Racism. (Councilmember Catalano) ([View Here](#))
- (b) Adopt a Resolution Authorizing A Salary Adjustment for the Assistant to The City Manager for Serving as Acting City Manager. (City Attorney) ([View Here](#))
- (c) Consider a Resolution approving an Employment Agreement for Interim City Manager services between the City of Clayton and Fran Robustelli. (Mayor Pierce) ([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 August 4, 2020.

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
July 21, 2020

1. CALL TO ORDER AND ROLL CALL – Chairperson Wan.

2. PUBLIC COMMENTS

Members of the public may address the District of Boardmembers on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board 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 Board.

3. CONSENT CALENDAR

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

- (a) Approve the Board of Directors' minutes for its regular meeting on June 16, 2020.
([View Here](#))

4. PUBLIC HEARING

- (a) Noticed Public Hearing to consider the Geological Hazard Abatement District (GHAD) proposed real property tax assessments for Fiscal Year 2020-2021.
(General Manager) ([View Here](#))

5. ACTION ITEMS – None.

6. BOARD ITEMS – limited to requests and directives for future meetings.

7. ADJOURNMENT – the next meeting of the GHAD Board of Directors will be scheduled as needed.

#

**MINUTES
OF THE
SPECIAL MEETING
CLAYTON CITY COUNCIL
TUESDAY, June 23, 2020**

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 5:37 p.m. by Vice Mayor Wan on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan, and Councilmembers Catalano, Diaz, and Wolfe. Councilmembers absent: None. Staff present: Assistant to the City Manager Laura Hoffmeister, City Attorney Mala Subramanian and City Clerk/HR Manager Janet Calderon.

2. **CLOSED SESSION**

Vice Mayor announced the City Council will adjourn into Closed Session for the following noticed item (5:39 p.m.):

A. Public Employment (Gov. Code 54957)
 Title: Interim City Manager

B. Conference with Labor Negotiators (Gov. Code 54957.6)
 Agency designated representative: Mayor Pierce
 Unrepresented employee: Interim City Manager

Report out of Closed Session (7:30 p.m.)
 Mayor Pierce reported there was no reportable action.

7:00 P.M. or shortly thereafter REGULAR PUBLIC MEETING

3. **RECALL TO ORDER THE CITY COUNCIL** – The meeting was recalled to order at 7:30 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan, and Councilmembers Catalano, Diaz, and Wolfe. Councilmembers absent: None. Staff present: Assistant to the City Manager Laura Hoffmeister, City Attorney Mala Subramanian, Police Chief Elise Warren, Finance Director Paul Rodrigues, and City Clerk/HR Manager Janet Calderon.

4. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

5. **CONSENT CALENDAR**

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

(a) Approved the Engineer's Report and Declare Intent to Levy and Collect Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District for Fiscal Year 2020-21 and Give Notice of the Time and Place for a Public Hearing on the Levy of the Proposed Assessments.

Mayor Pierce advised there will be a re-order of Action items, with 8(b) and 8(c) to be heard prior to 8(a).

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

Amy Hines-Shaikh expressed concerns of racist conversations on social media and lack of leadership regarding support of Black Lives Matter movement.

Melinda Merrion expressed concerns of racism in the Clayton community and wanted to know what the City is going to do about racism in Clayton.

Scott Denslow requested public apology from the Mayor and Chief of Police regarding misuse of the police force and over reaction of force in terms of the use of tear gas.

K. Alix Maiden-Baillie noted she has done less business in Clayton due to racism and Anti-LGBTQ bigotry.

Dee Viera provided suggestions on creating more diversity and inclusivity in Clayton.

Michael Broome believes conversation needs to happen for long-term change in Clayton. Mr. Broome does not feel a public apology is enough.

Matt Tillman feels that leadership can lead the way to change in the community.

Mayor Pierce closed public comment.

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS

(b) Clayton Police Response to “8 Can’t Wait” Campaign.

Police Chief Elise Warren presented the report.

Following questions by City Council, Mayor Pierce opened the item to public comment.

Bassam Altwal expressed concerns regarding the street closures and inquired if they were permitted.

Kim Newman inquired if diversity and sensitivity training is included for Police Officers.

Catherine Powleson disagreed with the de-escalation tactics of the Police Department during the protest, as the counter protestors did not receive the same treatment as the protestors.

Matt Tillman inquired on the difference of training our officers are receiving when compared to those in other areas of the country. He suggested a Town Hall forum with the community.

Amy Hines-Shaikh expressed her concern of the "8 Can't Wait" policy not aligning with the events that occurred on June 2, 2020.

Scott Denslow supports the campaign as a starting point and noted a need of more accountability.

Michael Broome inquired on training to change the mindset of officers when encountered with an African American.

Matt Foley inquired if numbers are kept on officer injuries in the line of duty when using force. He also added he was at the June 2 protest and heard the warnings and left the area.

Melinda Merrion expressed her concerns regarding the protest video, feeling the anti-protestors were more of a threat than the actual protestors.

David Sanchez asked the City Council if they will discontinue the use of chemical weapons in the City of Clayton?

Dee Viera inquired on how much experience officers receive relating to human development, psychology and youth training.

Terri Denslow expressed her concerns on the use of force and use of tear gas. She also noted she heard the curfew warnings.

Mayor Pierce Closed Public Comment

Sergeant Shaw advised the officers are trained in the use of pepper spray the only chemical weapon carried, foam batons and bean bag rounds are less lethal options. Mr. Shaw further noted the Clayton Police Department does not have flashbangs or smoke grenades.

Councilmember Catalano asked if the tear gas and riot gear on June 2 was brought on by additional resources and who made the decision to use tear gas?

Chief Warren confirmed the tear gas and riot gear was brought by our mutual aid partners that evening. When mutual aid is brought in they are led by a supervisor and that supervisor whether online or on-scene makes the determination as to what type of force is necessary in the situation they are facing.

Vice Mayor Wan indicated he received several communications from residents requesting the City to close off their streets during the June 2 protest.

Assistant to the City Manager Laura Hoffmeister confirmed authorization was given to the Maintenance Department to provide barricades to the Coal Mine, Easley, and Strahanan. Ms. Hoffmeister advised the residents that City Staff and Law Enforcement would not be available to monitor the barricades.

Mayor Pierce asked for clarification on the Police Officer training relating to diversity?

Chief Warren advised the 24 hours of mandated training included 8 hours of implicit bias training; in which all Clayton officers have received this training.

Mayor Pierce advised there is a desire to hold a Town Hall type meeting however due to the virus, logistics are being discussed for the most effective option.

- (c) Clayton Police Department – Enhance Community Engagement.

Police Chief Elise Warren presented the report.

Following questions by City Council, Mayor Pierce opened the item to public comment.

Bassam Altwal expressed additional concerns regarding the June 2 protest regarding anti-protestors not on private property, not having enough police officers and blocking people from entering neighborhoods.

Melinda Merrion also expressed concerns on the anti-protestor that was in the middle of the street and not on private property on June 2 without consequence. Ms. Merrion supported a public forum opportunity to enhance community engagement.

Mayor Pierce Closed Public Comment.

Direction was provided to staff to bring back more information on Option 3; Public Safety Sub-Committee.

Mayor Pierce requested a seven minute recess

- (a) Consider the Introduction/Presentation of the proposed City of Clayton Budget for Fiscal Year 2020-21 and the proposed Capital Improvement Program (CIP) 5-Year Budget, and set the date of Tuesday, June 30, 2020 for a Public Hearing to review and adopt the proposed City Budget.

Finance Director Paul Rodrigues and Assistant to the City Manager Laura Hoffmeister presented the report.

Following questions by City Council, Mayor Pierce opened the item to public comment.

Irina Liskovich inquired if the special assessment going to increase?

Vice Mayor Wan advised assessments typically go up with the CPI increase.

Mayor Pierce closed public comment.

It was moved by Councilmember Diaz, seconded by Vice Mayor Wan to Set Tuesday, June 30, 2020 for a Public Hearing via Zoom to Adopt the Proposed City Budget. (Passed 5-0)

9. **COUNCIL ITEMS** – None.

10. **ADJOURNMENT**– on call by Mayor Pierce, the City Council adjourned its meeting at 10:36 p.m.

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

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Julie Pierce, Mayor

#

MINUTES
OF THE
SPECIAL MEETING
CLAYTON CITY COUNCIL
TUESDAY, June 30, 2020

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan and Councilmembers Catalano, Diaz and Wolfe. Councilmembers absent: None. Staff present: Assistant to the City Manager Laura Hoffmeister, City Attorney Martin de los Angeles, Finance Director Paul Rodrigues, Police Chief Elise Warren and City Clerk/HR Manager Janet Calderon.
2. **PLEDGE OF ALLEGIANCE** – Led by Councilmember Diaz.
3. **CONSENT CALENDAR** – None.

Mayor Pierce requested Agenda Item 6(a) be heard prior to Agenda Item 5(a).

Assistant to the City Manager Laura Hoffmeister provided a brief report of events that occurred earlier today, nothing this morning there was a vegetation fire that occurred near Mt. Diablo Elementary School off Pine Hollow Court. She further noted this afternoon the intention was to replace some of the American Flags downtown through a donation of private citizens of the community. Unfortunately, the City was deceived as the donated flags were Blue Lives Matter Flags, not American Flags as the City was led to believe. To fly an alternative flag would require City Council approval.

Councilmember Catalano would like to ask the residents who donated the incorrect flags to voluntarily reimburse the City for the Maintenance Department time.

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

Matt Foley felt the City should have had due diligence to ensure the correct flags were installed. He also felt the alternate flag was a great gesture.

Bassam Altwal expressed his concern on the street closures that occurred during the protest.

Laura Seaholm requested the City Council to stand up to and fight racism in the community. In the future she would like to see Clayton apply for and win the National League of Cities cultural diversity award.

Melinda Merrion advised the blue live matter flag during times like these shows opposition to Black Lives Matter. She also requested City Council to address the community by stating Clayton does not tolerate racism.

Amy Hines-Shaikh expressed her concern on flying a flag other than the American Flag on Independence Day. She also requested the City Council to make a statement supporting Black Lives Matter.

Meredith Happy supported voluntarily reimbursement to the City Maintenance Department. She also is seeking a formal public apology from the City Council and Police Chief regarding the use of tear gas.

Samantha Sexton expressed dissatisfaction with the lack of leadership displayed by the City Council. She also disagrees with the use of City Barricades blocking off neighborhoods not monitored by City Staff.

Scott Denslow thanked Chief Warren and Sergeant Shaw for their time in meeting with him earlier today.

Cecil Collins thanked Chief Warren for meeting with him and expressed his gratitude of the support in the community to change the narrative of what has happened in Clayton.

6. ACTION ITEMS

(a) Establish a Public Safety Committee. (Police Chief)

Police Chief Elise Warren presented the report. After reviewing the differences between a Standing Committee and an Ad-Hoc Committee, Chief Warren felt the Ad-Hoc Committee would be more beneficial.

Following questions by City Council, Mayor Pierce opened the item to public comment.

Bassam Altwal expressed his opposition to Vice Mayor Wan and Councilmember Diaz to serve on this committee.

Amy Hines-Shaikh felt any councilmember who had made statements in support of the use of tear gas, foam bullets and overuse of force should be disqualifying for the City Councilmember to serve on this committee.

Melinda Merrion expressed her support of Councilmember Catalano and Councilmember Wolfe to serve on this committee.

Matt Foley expressed his support of Councilmember Diaz to serve on this committee.

Irina Liskovich expressed her concerns regarding COVID-19 and inquired if this would be a topic of the Public Safety Committee.

Scott Denslow expressed his support of Councilmember Catalano and Councilmember Wolfe to serve on this committee.

Dee Vieira suggested the community decide on the committee members.

Holly Tillman expressed her support of Mayor Pierce, Councilmember Catalano, and Councilmember Wolfe to serve on this committee.

Mayor Pierce closed public comment.

It was moved by Mayor Pierce, seconded by Councilmember Wolfe to delegate Councilmember Catalano and Councilmember Wolfe to the Public Safety Ad-Hoc Committee. (Passed 3-1-1; Wan, No; Diaz, Abstain)

5. PUBLIC HEARINGS

- (a) Public Hearing to Consider the Adoption of a Resolution Approving the Proposed City of Clayton Budget for Fiscal Year 2020-21 and a 5-Year Capital Improvement Program Budget (CIP) for Fiscal Years 2020-2025.
(Assistant to the City Manager and Finance Director)

Assistant to the City Manager Laura Hoffmeister and Finance Director Paul Rodrigues presented the report.

Mayor Pierce opened the item to public comment; no comments were offered.

It was moved by Mayor Pierce, seconded by Councilmember Wolfe to Adopt Resolution No. 37-2020 Adopting the Annual Budget for the City of Clayton for the 2020-2021 Fiscal Year Commencing July 1, 2020 and Ending June 30, 2021, and Adopting the 2020-2021 Appropriations Limit. (Passed 5-0)

7. COUNCIL ITEMS

Councilmember Wolfe requested a future agenda item to discuss Juneteenth as a Holiday in Clayton.

Councilmember Catalano requested a future agenda item to bring forward a Resolution Condemning Racism in Clayton.

Councilmember Diaz requested a future agenda item recognizing September 15 – October 15 as Hispanic Heritage Month in Clayton.

Councilmember Wolfe announced there will be a virtual 4th of July Parade at 10 am on Youtube, the City's website, and Clayton Business and Community Association website. He also reminded the community that Fireworks are illegal.

8. CLOSED SESSION – None.

9. ADJOURNMENT– on call by Mayor Pierce, the City Council adjourned its meeting at 8:45 p.m.

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

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Julie Pierce, Mayor

#

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL
TUESDAY, July 7, 2020

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 5:30 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce. Councilmembers absent: Vice Mayor Wan, Councilmembers Catalano, Diaz, and Wolfe. Staff present: Assistant to the City Manager Laura Hoffmeister, City Attorney Mala Subramanian and City Clerk/HR Manager Janet Calderon.

Mayor Pierce advised due to scheduling conflicts, the Closed Session Item has been moved to the end of the regular meeting.

7:00 P.M. REGULAR PUBLIC MEETING

3. **RECALL TO ORDER THE CITY COUNCIL** – The meeting was recalled to order at 7:00 p.m. by Mayor Pierce on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Pierce, Vice Mayor Wan, and Councilmembers Catalano, Diaz, and Wolfe. Councilmembers absent: None. Staff present: Assistant to the City Manager Laura Hoffmeister, City Attorney Mala Subramanian, Community Development Director Matthew Feske, and City Clerk/HR Manager Janet Calderon.

4. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.

5. **CONSENT CALENDAR**

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

- (a) Approved the minutes of the City Council's special meeting of June 10, 2020 and regular meeting of June 16, 2020.
- (b) Approved the Financial Demands and Obligations of the City.

Dana and Kathy Seeman requested to have the names of the attendees in this meeting.

Mayor Pierce read the names of the attendees at this point in the meeting.

6. **RECOGNITIONS AND PRESENTATIONS** – None.

7. REPORTS

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

Assistant to the City Manager Laura Hoffmeister provided a brief report regarding parking enforcement on Regency Drive where violations continue to decline.

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

Councilmember Diaz indicated “No Report”.

Councilmember Wolfe noted a race relations committee will be meeting on Thursday at 7:00 p.m., assisted in the recovery of the vandalism at the entrance to Peacock Creek subdivision, and assisted A.J. Chippero with the virtual 4th of July parade.

Vice Mayor Wan indicated “No Report”.

Councilmember Catalano attended the East Contra Costa Habitat Conservancy Board meeting, and assisted with the race relations committee.

Mayor Pierce advised the race relations committee is generated through the public with participation strictly as citizens of the community, not as Councilmembers. Mayor Pierce made note of the 2020 Census challenge banners displayed around town and encouraged the community to participate. Mayor Pierce attended the Association of Bay Area Governments and Metropolitan Transportation Commission governance meetings, the Association of Bay Area Governments RHNA webinar, and the California Council of Governments Board meeting.

- (e) Other – None.

8. PUBLIC COMMENT ON NON - AGENDA ITEMS

Clifford Seaholm urged the City Council to issue a Proclamation Against Racism.

Mayor Pierce advised public comments were emailed by Nancy Topp, Melinda Merrion, and Dee Viera.

Scott Denslow supports the issuance of a Juneteenth Proclamation

Nancy Topp urged Clayton to make changes and welcome diversity. She also expressed concern of safety for all people in Clayton.

Mayor Pierce closed public comment.

9. PUBLIC HEARINGS – None.

10. ACTION ITEMS

- (a) Continue the public hearing and set a new public hearing date to consider and adopt Ordinance 490 amending Chapter 15.09 of the Clayton Municipal Code and adopting by reference the 2019 California Fire Code with changes, additions, and deletions.

Community Development Director Matthew Feske presented the report.

There were no questions by City Council, Mayor Pierce opened the item to public comment; no comments were offered.

It was moved by Councilmember Diaz, seconded by Councilmember Wolfe, to continue the public hearing date to August 4, 2020 to Adopt Ordinance 490 amending Chapter 15.09 of the Clayton Municipal Code and adopting by reference the 209 California Fire Code with changes, additions, and deletions. (Passed 5-0)

11. COUNCIL ITEMS

Mayor Pierce advised the Resolution Condemning Racism in Clayton will be on the July 21 agenda.

Councilmember Diaz requested flag raising for the Thin Blue Line representing all law enforcement.

Councilmember Catalano expressed her concerns on how the meaning has recently changed across the country on the meaning and perception of the Thin Blue Line flag.

Councilmember Wolfe inquired on commissioning a statue of Joel Clayton at the entryway of Clayton.

12. CLOSED SESSION

Mayor Pierce announced the City Council will adjourn into Closed Session for the following noticed item (7:30 p.m.):

Pursuant to Government Code section 54957
Public Employment
Title: Interim City Manager

Report out of Closed Session (8:09 p.m.)
Mayor Pierce reported there was no reportable action.

- 13. ADJOURNMENT**— on call by Mayor Pierce, the City Council adjourned its meeting at 8:10 p.m.

The next regularly scheduled meeting of the City Council will be July 21, 2020.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Julie Pierce, Mayor

#

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
Ace Sierra Tow								
Ace Sierra Tow	7/3/2020	7/3/2020	58642-59714	Tows, tire change	\$418.00	\$0.00		\$418.00
				<i>Totals for Ace Sierra Tow</i>	<i>\$418.00</i>	<i>\$0.00</i>		<i>\$418.00</i>
American Fidelity Assurance Company								
American Fidelity Assurance Company	7/10/2020	7/10/2020	2075302	FSA PPE 7/12/20	\$83.07	\$0.00		\$83.07
				<i>Totals for American Fidelity Assurance Company</i>	<i>\$83.07</i>	<i>\$0.00</i>		<i>\$83.07</i>
Authorize.net								
Authorize.net	6/30/2020	6/30/2020	063020	Online credit card gateway fee June 20	\$35.25	\$0.00		\$35.25
				<i>Totals for Authorize.net</i>	<i>\$35.25</i>	<i>\$0.00</i>		<i>\$35.25</i>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	7/8/2020	7/8/2020	13262	Mt Diablo State Park sign	\$299.07	\$0.00		\$299.07
Bay Area Barricade Serv.	7/8/2020	7/8/2020	13315	Trail and open space closed sign	\$46.22	\$0.00		\$46.22
Bay Area Barricade Serv.	7/8/2020	7/8/2020	13431	Library hours sticker	\$38.07	\$0.00		\$38.07
				<i>Totals for Bay Area Barricade Serv.</i>	<i>\$383.36</i>	<i>\$0.00</i>		<i>\$383.36</i>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	6/30/2020	6/30/2020	881674	Legal svcs June 20	\$297.20	\$0.00		\$297.20
Best Best & Kreiger LLP	6/30/2020	6/30/2020	881672	Legal svcs June 20	\$9,470.00	\$0.00		\$9,470.00
Best Best & Kreiger LLP	6/30/2020	6/30/2020	881675	Legal svcs June 20	\$954.10	\$0.00		\$954.10
				<i>Totals for Best Best & Kreiger LLP</i>	<i>\$10,721.30</i>	<i>\$0.00</i>		<i>\$10,721.30</i>
Andre Broussard								
Andre Broussard	7/15/2020	7/15/2020	BP44-2020	Deposit refund	\$1,000.00	\$0.00		\$1,000.00
				<i>Totals for Andre Broussard</i>	<i>\$1,000.00</i>	<i>\$0.00</i>		<i>\$1,000.00</i>
CalPERS Retirement								
CalPERS Retirement	7/14/2020	7/14/2020	FY2021 UAL	FY 2021 UAL	\$317,541.00	\$0.00		\$317,541.00
CalPERS Retirement	7/14/2020	7/14/2020	071220	Retirement PPE 7/12/20	\$17,947.78	\$0.00		\$17,947.78
CalPERS Retirement	7/25/2020	7/25/2020	CC072420	City council retirement ending 7/24/20	\$83.10	\$0.00		\$83.10
				<i>Totals for CalPERS Retirement</i>	<i>\$335,571.88</i>	<i>\$0.00</i>		<i>\$335,571.88</i>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	6/29/2020	6/29/2020	3057020	Copier usage 5/30/20-6/29/20	\$500.99	\$0.00		\$500.99
				<i>Totals for Caltronics Business Systems, Inc</i>	<i>\$500.99</i>	<i>\$0.00</i>		<i>\$500.99</i>
Cintas Corporation								
Cintas Corporation	7/2/2020	7/2/2020	4054878293	PW uniforms through 7/2/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	5/29/2020	5/29/2020	4051827139	PW uniforms through 5/29/20	\$49.44	\$0.00		\$49.44
				<i>Totals for Cintas Corporation</i>	<i>\$98.88</i>	<i>\$0.00</i>		<i>\$98.88</i>
City of Antioch								
City of Antioch	6/30/2020	6/30/2020	AR161504	Auction fee	\$187.00	\$0.00		\$187.00

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 City of Antioch</i>					<i>\$187.00</i>	<i>\$0.00</i>		<i>\$187.00</i>
City of Concord								
City of Concord	7/1/2020	7/1/2020	84580	Dispatch fee July 20 (adjustment)	\$1,162.81	\$0.00		\$1,162.81
City of Concord	7/30/2020	7/30/2020	84579	Dispatch fee August 20	\$24,418.92	\$0.00		\$24,418.92
<i>Totals for City of Concord</i>					<i>\$25,581.73</i>	<i>\$0.00</i>		<i>\$25,581.73</i>
Comcast Business (PD)								
Comcast Business (PD)	6/30/2020	6/30/2020	103410332	PD internet June 20	\$949.16	\$0.00		\$949.16
<i>Totals for Comcast Business (PD)</i>					<i>\$949.16</i>	<i>\$0.00</i>		<i>\$949.16</i>
Comcast Business								
Comcast Business	7/1/2020	7/1/2020	060520	Internet 7/10/20-8/9/20	\$386.09	\$0.00		\$386.09
<i>Totals for Comcast Business</i>					<i>\$386.09</i>	<i>\$0.00</i>		<i>\$386.09</i>
CopWare, Inc.								
CopWare, Inc.	7/1/2020	7/1/2020	85205	CA Peace officers legal sourcebook 9/1/20-8	\$400.00	\$0.00		\$400.00
<i>Totals for CopWare, Inc.</i>					<i>\$400.00</i>	<i>\$0.00</i>		<i>\$400.00</i>
Steven A Costa								
Steven A Costa	7/10/2020	7/10/2020	EH090620	EH rental refund	\$3,126.00	\$0.00		\$3,126.00
<i>Totals for Steven A Costa</i>					<i>\$3,126.00</i>	<i>\$0.00</i>		<i>\$3,126.00</i>
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	8/14/2020	7/2/2020	685883036	Copier contract 7/15/20-8/14/20	\$304.59	\$0.00		\$304.59
<i>Totals for De Lage Landen Financial Services, Inc.</i>					<i>\$304.59</i>	<i>\$0.00</i>		<i>\$304.59</i>
Digital Services								
Digital Services	7/8/2020	7/8/2020	11679	IT services 5/27/20-7/8/20	\$4,220.00	\$0.00		\$4,220.00
<i>Totals for Digital Services</i>					<i>\$4,220.00</i>	<i>\$0.00</i>		<i>\$4,220.00</i>
Geoconsultants, Inc.								
Geoconsultants, Inc.	6/30/2020	6/30/2020	19073	Well monitoring June 20	\$1,546.50	\$0.00		\$1,546.50
<i>Totals for Geoconsultants, Inc.</i>					<i>\$1,546.50</i>	<i>\$0.00</i>		<i>\$1,546.50</i>
Angela Grah								
Angela Grah	7/1/2020	7/1/2020	CAP0350	Deposit refund	\$1,000.00	\$0.00		\$1,000.00
<i>Totals for Angela Grah</i>					<i>\$1,000.00</i>	<i>\$0.00</i>		<i>\$1,000.00</i>
Laura Hoffmeister								
Laura Hoffmeister	7/14/2020	7/14/2020	071420	Petty Cash recon	\$65.26	\$0.00		\$65.26
<i>Totals for Laura Hoffmeister</i>					<i>\$65.26</i>	<i>\$0.00</i>		<i>\$65.26</i>
ICMA Retirement Corporation								
ICMA Retirement Corporation	7/14/2020	7/14/2020	071220	457 Plan contributions PPE 7/12/20	\$1,550.00	\$0.00		\$1,550.00

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 ICMA Retirement Corporation</i>					<i>\$1,550.00</i>	<i>\$0.00</i>		<i>\$1,550.00</i>
LarryLogic Productions								
LarryLogic Productions	6/24/2020	6/24/2020	1889	City council meeting production 6/23/20	\$240.00	\$0.00		\$240.00
LarryLogic Productions	7/1/2020	7/1/2020	1891	City council meeting production 6/30/20	\$120.00	\$0.00		\$120.00
<i>Totals for LarryLogic Productions</i>					<i>\$360.00</i>	<i>\$0.00</i>		<i>\$360.00</i>
Joanne Lederman								
Joanne Lederman	7/2/2020	7/2/2020	071320	HH rental refund	\$56.00	\$0.00		\$56.00
<i>Totals for Joanne Lederman</i>					<i>\$56.00</i>	<i>\$0.00</i>		<i>\$56.00</i>
Matrix Association Management								
Matrix Association Management	6/30/2020	6/30/2020	13445	Diablo Estates management June 2020	\$4,532.50	\$0.00		\$4,532.50
<i>Totals for Matrix Association Management</i>					<i>\$4,532.50</i>	<i>\$0.00</i>		<i>\$4,532.50</i>
MPA								
MPA	7/1/2020	7/1/2020	INV001216	Insurance FY 21, Inst 1 of 2	\$114,147.50	\$0.00		\$114,147.50
<i>Totals for MPA.</i>					<i>\$114,147.50</i>	<i>\$0.00</i>		<i>\$114,147.50</i>
Nationwide								
Nationwide	7/12/2020	7/12/2020	071220	457 plan contribution PPE 7/12/20	\$500.00	\$0.00		\$500.00
<i>Totals for Nationwide</i>					<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
NBS Govt. Finance Group								
NBS Govt. Finance Group	7/1/2020	7/1/2020	520000214	CFD admin 7/1/20-9/30/20	\$4,825.66	\$0.00		\$4,825.66
<i>Totals for NBS Govt. Finance Group</i>					<i>\$4,825.66</i>	<i>\$0.00</i>		<i>\$4,825.66</i>
Neopost (add postage)								
Neopost (add postage)	7/13/2020	7/13/2020	071320	Postage	\$300.00	\$0.00		\$300.00
<i>Totals for Neopost (add postage)</i>					<i>\$300.00</i>	<i>\$0.00</i>		<i>\$300.00</i>
Nutrien Ag Solutions								
Nutrien Ag Solutions	7/7/2020	7/7/2020	42978031	Pesticides	\$611.61	\$0.00		\$611.61
<i>Totals for Nutrien Ag Solutions</i>					<i>\$611.61</i>	<i>\$0.00</i>		<i>\$611.61</i>
Paychex								
Paychex	7/14/2020	7/14/2020	2020071301	Payroll fees PPE 7/12/20	\$224.30	\$0.00		\$224.30
<i>Totals for Paychex.</i>					<i>\$224.30</i>	<i>\$0.00</i>		<i>\$224.30</i>
Paysafe Payment Processing								
Paysafe Payment Processing	6/30/2020	6/30/2020	063020	Online bankcard fees June 20	\$333.36	\$0.00		\$333.36
Paysafe Payment Processing	6/30/2020	6/30/2020	063020	OTC bankcard fees June 20	\$321.91	\$0.00		\$321.91
<i>Totals for Paysafe Payment Processing</i>					<i>\$655.27</i>	<i>\$0.00</i>		<i>\$655.27</i>
Pond M Solutions								
Pond M Solutions	6/8/2020	6/8/2020	676	Fountain repair	\$775.00	\$0.00		\$775.00

City of Clayton

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Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Pond M Solutions</i>					\$775.00	\$0.00		\$775.00
Quadient Leasing USA, Inc								
Quadient Leasing USA, Inc	7/15/2020	7/15/2020	N8394329	Postage machine lease 5/16/20-8/15/20	\$510.81	\$0.00		\$510.81
Quadient Leasing USA, Inc	5/15/2020	5/15/2020	N8262897	Postage machine lease 2/26/20-5/15/20	\$510.81	\$0.00		\$510.81
<i>Totals for Quadient Leasing USA, Inc</i>					\$1,021.62	\$0.00		\$1,021.62
Riso Products of Sacramento								
Riso Products of Sacramento	7/8/2020	7/8/2020	208633	Copier lease pmt 40 of 60	\$106.09	\$0.00		\$106.09
<i>Totals for Riso Products of Sacramento</i>					\$106.09	\$0.00		\$106.09
Sprint Comm (PD)								
Sprint Comm (PD)	6/29/2020	6/29/2020	703335311-223	Cell phones 5/26/20-6/25/20	\$715.52	\$0.00		\$715.52
<i>Totals for Sprint Comm (PD)</i>					\$715.52	\$0.00		\$715.52
Staples Business Credit								
Staples Business Credit	6/25/2020	6/25/2020	1629686508	Office supplies	\$790.79	\$0.00		\$790.79
<i>Totals for Staples Business Credit</i>					\$790.79	\$0.00		\$790.79
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	6/29/2020	6/29/2020	062220	Cal Card stmt end 6/22/20	\$8,372.91	\$0.00		\$8,372.91
<i>Totals for US Bank - Corp Pmt System CalCard</i>					\$8,372.91	\$0.00		\$8,372.91
US Bank (CM 9690)								
US Bank (CM 9690)	6/25/2020	6/25/2020	5799705	CFA Admin fee 6/1/20-5/31/21	\$2,541.00	\$0.00		\$2,541.00
US Bank (CM 9690)	6/25/2020	6/25/2020	210083000	Redevelopment bond fiscal agent fee	\$2,178.00	\$0.00		\$2,178.00
<i>Totals for US Bank (CM 9690)</i>					\$4,719.00	\$0.00		\$4,719.00
US Bank Ops Center								
US Bank Ops Center	6/18/2020	6/18/2020	1615664	Successor agency Redevelopment Bond debt s	\$442,124.97	\$0.00		\$442,124.97
<i>Totals for US Bank Ops Center</i>					\$442,124.97	\$0.00		\$442,124.97
Verizon Wireless								
Verizon Wireless	6/30/2020	6/30/2020	9857756562	Cell phones 6/2/20-7/1/20	\$276.47	\$0.00		\$276.47
<i>Totals for Verizon Wireless</i>					\$276.47	\$0.00		\$276.47
Warner Brothers Tree Service								
Warner Brothers Tree Service	6/16/2020	6/16/2020	15214	Fire abatement Keller Ridge/Kelok area	\$9,000.00	\$0.00		\$9,000.00
Warner Brothers Tree Service	6/30/2020	6/30/2020	15217	Fire abatement	\$62,854.00	\$0.00		\$62,854.00
<i>Totals for Warner Brothers Tree Service</i>					\$71,854.00	\$0.00		\$71,854.00
Western Exterminator								
Western Exterminator	6/30/2020	6/30/2020	8213093	Pest control June 20	\$370.50	\$0.00		\$370.50
<i>Totals for Western Exterminator</i>					\$370.50	\$0.00		\$370.50

City of Clayton
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Obligations

GRAND TOTALS:	\$1,045,468.77	\$0.00	\$1,045,468.77
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CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 07/15/20: \$99,344.45

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	99,344.45
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	99,344.45
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,507.49
	CASH REQUIRED FOR CHECK DATE 07/15/20	113,851.94

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>		BANK DRAFT AMOUNTS & OTHER TOTALS
07/14/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	74,388.67	
07/14/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	75,052.17
07/14/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	2,735.94	2,735.94
07/14/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 07/14/20		77,863.11
07/15/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	1,145.41	
				Medicare	1,534.74	
				Fed Income Tax	11,152.57	
				CA Income Tax	4,835.52	
				Total Withholdings	18,668.24	
				Employer Liabilities		
				Social Security	1,145.41	
				Medicare	1,534.78	
				Fed Unemploy	20.99	
				CA Unemploy	108.42	
				CA Emp Train	3.50	
				Total Liabilities	2,813.10	21,481.34
				EFT FOR 07/15/20		21,481.34
				TOTAL EFT		99,344.45



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Elise Warren, Chief of Police

DATE: July 21, 2020

SUBJECT: Purchase Of Replacement Taser's

RECOMMENDATION

It is recommended that Council approve the purchase of the Axon Taser 7 to replace the current model Taser X26P carried by Officers.

BACKGROUND

The Clayton Police Department has been issuing and carrying Tasers since 2006. Tasers are a less-lethal conducted energy weapon designed to temporarily incapacitate a combative subject to allow an officer to take the subject into custody with minimal force and reduced risk of injury to persons involved. Tasers are carried by most law enforcement agencies in the United States.

Currently, we issue the Axon Taser model X26P. The Taser X26P has limited capabilities and limited effectiveness. Additionally, a portion of our X26P Tasers have reached their end of life and need to be replaced. Those that have not reached their end of life will be traded in for a credit towards the purchase of the Taser 7. For training and uniformity, it is important that all Officers carry the same model.

The Taser 7 is equipped with state-of-the-art features that enable officers to meet current de-escalation practices. The police department's X26P will be replaced with the Axon 7 Taser.

DISCUSSION

In 2018, the Clayton Police Department purchased the state-of-the-art Axon Fleet 2 in-vehicle camera system for the police vehicles and the Axon Body 2 body worn camera (BWC) system for all sworn staff.

The Axon Taser 7 is designed to fully integrate with the body worn cameras and the Fleet 2 cameras for officer and subject/suspect accountability. This new device is safer, more accurate and designed to be effective in multiple types of situations an officer may face. The Taser 7 has better oversight with more data points recorded and tracking information available after a deployment.

The Taser 7 is designed to significantly increase the officer's ability to effectively subdue a combative subject, thereby reducing the need for additional use-of-force. The enhanced features of the Taser 7 include a more accurate and faster deployment of the probes, and a wireless connection to the Axon network. The Taser 7 was designed using input from real-world events faced by officers.

Axon is the leading supplier of Tasers, in-car camera systems and body worn cameras. They are a well-established company, whose products are high quality and state-of-the-art. The estimated life span of the Taser 7 is 5 years.

Axon will allow us to trade in our current inventory of Taser X26P for a credit towards this upgrade.

FISCAL IMPACT

The total cost of the Axon Taser 7 system is \$40,723.65. This cost is spread over 5 years as follows:

Year 1:	\$6,430.05 (w/trade-in discount)
Year 2:	\$8,573.40
Year 3:	\$8,573.40
Year 4:	\$8,573.40
Year 5:	<u>\$8,573.40</u>
Total:	\$40,723.65

The cost of year one includes all of the hardware, software, licenses, digital storage, installation and training.

No budgetary action is being recommended at this time as appropriations were already incorporated in the FY 2020-21 adopted budget for this project.

Attachment:

Attachment A: Axon quote

Q-253033-44021.923TC

Issued: 07/09/2020

Quote Expiration: 07/31/2020

Account Number: 116361

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Travis Cole

Phone: 480-463-2200

Email: tcole@taser.com

Fax: 480-478-1636

PRIMARY CONTACT

Jason Shaw

Phone: (925) 673-7350

Email: jason.shaw@claytonpd.com



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO

Jason Shaw
Clayton Police Dept. - CA
6000 Heritage Trail
Clayton, CA 94517
US

BILL TO

Clayton Police Dept. - CA
6000 Heritage Trail
Clayton, CA 94517
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	11	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	11	0.00	0.00	0.00
Hardware						
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		3	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		22	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		22	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		22	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		22	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		11	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		11	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		13	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		13	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		33	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		33	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		11	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		11	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		8	0.00	0.00	0.00
Other						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	11	720.00	540.00	5,940.00
Not Eligible TASER 7 INSTRUCTO R COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTO R SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	11	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	11	0.00	0.00	0.00
					Subtotal	5,940.00
					Estimated Shipping	0.00
					Estimated Tax	490.05
					Total	6,430.05

Trade-in

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		11	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		22	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		22	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	11	720.00	720.00	7,920.00
					Subtotal	7,920.00
					Estimated Tax	653.40
					Total	8,573.40

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		22	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		22	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		22	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		22	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	11	720.00	720.00	7,920.00
					Subtotal	7,920.00
					Estimated Tax	653.40
					Total	8,573.40

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		22	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		22	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	11	720.00	720.00	7,920.00
					Subtotal	7,920.00
					Estimated Tax	653.40
					Total	8,573.40

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		22	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		22	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	11	720.00	720.00	7,920.00
					Subtotal	7,920.00
					Estimated Tax	653.40
					Total	8,573.40
Grand Total						40,723.65

Discounts (USD)

Quote Expiration: 07/31/2020

List Amount	40,845.00
Discounts	3,225.00
Total	37,620.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	6,430.05
Trade-in	0.00
Year 2	8,573.40
Year 3	8,573.40
Year 4	8,573.40
Year 5	8,573.40
Grand Total	40,723.65

Notes

The parties agree that Axon is granting a credit of \$1,980.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 7/2/2020-7/15/2020, resulting in a 8/1/2020 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Name (Print): _____ PO# (Or write N/A): _____	Date: _____ Title: _____
---	---

Please sign and email to Travis Cole at tcole@taser.com or fax to 480-478-1636

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk/ HR Manager

DATE: July 21, 2020

SUBJECT: Multi-Year Agreement with Konica Minolta Business Solutions (Konica Minolta) for a Konica Minolta Bizhub C659 Copier Lease with Maintenance Agreement.

RECOMMENDATION

Authorize the City Manager to enter into a 36-month lease agreement with Konica Minolta Business Solutions for a new fixed lease with maintenance agreement for a Konica Minolta Bizhub C659 copier.

BACKGROUND

In November 2016, the Council approved a 3 year (36 month) lease agreement for a Konica Minolta C658 document copier with Caltronics Business Systems. The 3-year lease expired November 2019. The copier is located on the third floor of City Hall and is used for all agenda copying, notices, letters; basically all copying done for the administration of the City. This copier also serves as a printer for the Administrative staff.

The existing Konica Minolta machine has performed well and met the City's expectations and needs. Today's monthly cost of the lease equipment is \$281.38 plus tax and the maintenance contract is \$397.36 (based on an average of 7,447 black and white copies at \$0.0059 and 5,838 colored copies at .06), for a total monthly cost of \$678.74 (\$8,144.88 per year).

Staff requires machines to have the following capabilities: color copying, stapling, 2/3 hole punching, tri-folding, and the ability to print on thick paper for posters. By inclusion of these features on the current copier, previous City expenses for outsourcing these jobs were eliminated.

NEW LEASE PROPOSALS

With the current copier lease expiring staff contacted vendors in hopes of finding that lease prices and maintenance contract prices had fallen in the last 36 months. In June 2020 staff contacted three (3) vendors regarding options for copier leases and maintenance agreements. Of the quotes received, Caltronics continues to come in lower than their competitors.

Copier Recommended – Konica Minolta C659

Staff recommends Council approve the multi-year lease with maintenance agreement with Konica Minolta Business Solutions for a replacement Konica Minolta C659, a copier similar in speed to the City's current machine. The Konica Minolta C659 includes searchable PDF scanning function, an upgrade from our current machine. The monthly cost is \$1,277.20.

This copier saves staff time due to high speed production; coupled with a 36 month lease, it will allow the City to maintain a highly functioning copier for the duration of the lease. This also allows the City the opportunity to replace the copier in three years with an even more efficient and better priced unit as the price for technological advances has become more competitive. Advances in copier products on the market are ever changing and a short lease term allows the City to continue to access the best deals on the market.

Since staff has previously worked with Konica Minolta Business Solutions and is satisfied with their service and because they provided the best price of the machine, staff is recommending the City Council approve the contract. Konica Minolta also locked in the lease price and maintenance agreement price for the term of the lease.

Alternative Lease Options

A Smile Business Solutions representation came into our office to view the area and provide a quote on a Sharp machine that would meet our day-to-day needs. A quote was received for Equipment pricing in a total monthly amount of \$1,368.96. This quote is \$91.76 per month more than the quote received by Caltronics.

A Pacific Office Automation representative came into our office to view the area and provide a quote. However, a quote was never received.

FISCAL IMPACT

The current lease the City has with Konica Minolta is a 36 month lease ended November 2019. Konica Minolta has provided a fixed lease and maintenance rate therefore the prices are set for the duration of the contract. Pricing includes all delivery, setup installation, training, upgrade of the current lease and return of the Bizhub 658 relieving the City of Clayton all obligations to lease #25420916.

There are sufficient funds allocated in Fiscal Year 2020-21 adopted budget for this contract.

	<u>Caltronics</u>	<u>Smile</u>
Monthly Lease:	\$923.66	\$1,368.96
Maintenance Contract:	<u>\$329.14</u>	<u>n/a</u>
TOTAL:	\$1,277.20	\$1,368.96
Annual Cost:	\$15,326.40	\$16,427.52

There is a one-time \$75.00 documentation fee that will appear on our first month's lease invoice that is assessed by the leasing company.

Conclusion

Staff recommends the City Council authorize the City Manager to enter into a 36 month lease agreement with Konica Minolta Business Solutions for its C659 copier and Square9 Softworks Document Management System (cloud).

Attachments: A. Lease Agreement from Konica Minolta (5 pages)
B. Quote from Smile Business Solutions (2 pages)

Order Form

Customer Ship To:

Name City of Clayton
Address 6000 Heritage Trail
City Clayton
State CA Zip 94517

Customer Bill To:

Name City of Clayton
Address 6000 Heritage Trail
City Clayton
State CA Zip 94517

Contact Information

	Name	Phone	Email Address
Primary	Janet Calderon	(925) 673-7304	jcalderon@ci.clayton.ca.us
IT			
Delivery	Janet Calderon	(925) 673-7304	jcalderon@ci.clayton.ca.us
Meter	Janet Calderon	(925) 673-7304	jcalderon@ci.clayton.ca.us
E-info			

Equipment Ordered

Qty	Make	Model	New	Remfg	Preconfig	Description
1	Bizhub	C659	X			Doc Feeder, Staple Finisher, 2/3 Hole Punch, and Power Tamer
1	Docuware Cloud	DMS	X			Cloud Hosted Version 3 year (4 Name User Licenses) 50 GB Storage
						Includes 3 Years of Maintenance and Support

☐ See Schedule A for Additional Equipment

Notes: Pricing includes all delivery, setup, installation, and training. Pricing also includes the upgrade of the current lease on the Bizhub C658 relieving The City of Clayton all obligations to lease #25420916.
Lease Payment of \$ 923.66 is broken down by \$308.18/KM Copier + \$615.48/ Docuware 3 Year Cloud with 50 GB of storage.

Sales Representative

Delivery Details

Date Required

Delivery Location ☐ Stairs ☐ Elevator Requires Certificate of Insurance for Delivery/Training/Service ☐ Yes ☐ No

Equipment Pick Up ☐ Trade In ☐ Storage ☐ Disposal

<input checked="" type="checkbox"/> Lease Return	Lease Company	Lease #
Make Konica Minolta	Model C658	Serial # A79J011000704

☐ See Schedule B for Additional Equipment

Payment Terms

Purchase

Price Sales Tax Total Due \$ 0.00 PO # ☐ COD ☐ Credit Card ☐ Term ☐ Other

Lease

Payment Amount \$ 923.66 (plus tax) Frequency ☒ Monthly ☐ Qtly ☐ Other Term 36 Buy Out ☒ FMV ☐ \$1 ☐ 10%

Authorization To Release Credit: The undersigned authorizes and instructs any person, consumer reporting agency or banking institution to compile and furnish the above named business, credit grantor and/or supplier and/or their respective designee with any information it may have in response to an inquiry from the above name business, credit grantor and/or supplier and/or their respective designees. The undersigned further states that all of the above statements are true and complete and are made to the above name business, credit grantor and/or supplier and/or their respective designees to obtain a contract. All information is confidential.

Authorization / Acceptance

Customer Authorization	Federal Tax ID# (Required)	Social Security Number
Signature	Print Name	Title
Accepted by Caltronics Business Systems		Date
Signature	Print Name	Title

Customer has read, understands and agrees to the Terms and Conditions as stated. This agreement is non-cancelable.

LESSEE	Full Legal Name	City of Clayton			Purchase Order Requisition Number	Phone Number	(925) 673-7304						
	Billing Address	6000 Heritage Trail City Clayton State CA Zip 94517 County Contra Costa			Send Invoice to Attention of:								
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)								
	Bizhub	C659		1	Doc Feeder, Staple Finisher, 2/3 Hole Punch, and Power Tamer								
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	(PLUS)	Applicable Sales Tax	(EQUALS)	Total Lease Payment	Term of Lease in Months	Payment Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other				
	36	\$ 923.66	+		=		36	End of Lease Option:	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other				
							End of Lease Purchase Option shall be FMV unless another option is selected.						
							Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
							+		+		=		

TERMS AND CONDITIONS

1. Definitions: The words "you" and "your" refer to the customer named above, "we," "us" or "our(s)" refers to the Lessor of the equipment identified above ("Equipment").

2. Lease: We hereby agree to lease to you, and you agree to lease from us, the Equipment. You authorize us to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate. You promise to pay us according to the payment schedule shown above, in advance, beginning on the day the Equipment is delivered and thereafter until all amounts are paid. LEASE PAYMENTS MUST BE PAID EVEN IF THE EQUIPMENT IS DAMAGED, DESTROYED, STOLEN OR NO LONGER USABLE, AND ARE NOT SUBJECT TO SET-OFFS, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. The Total Initial Payment is due upon your signing of the Lease. If any Lease payment is not paid by the due date, you agree to pay a late charge of seven percent (7%) for each payment, but in no event more than the maximum late charges allowed by law. You agree to pay \$25.00 for each check returned unpaid. Once we accept the Lease, you MAY NOT CANCEL it at any time during the Lease term. The Lease automatically renews for consecutive twelve month periods unless you, at least 60 days before the end of the term, send us a written notice that you do not want to renew. Provided you are not in default, on 60 days written notice to us, you may purchase the Equipment at the end of the Lease term at the purchase option stated plus all applicable taxes. WE WILL HAVE NO LIABILITIES TO YOU FOR LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES BASED UPON ANY WARRANTY OR STRICT LIABILITY OR OTHERWISE. At the end of the Lease or renewal period, you will return the Equipment in the same condition as received, less normal wear and tear, to a location designated by us within 25 days and continue to make Lease payments until the Equipment is returned. You agree to prepay all crating and delivery costs and to insure the Equipment being shipped for its full replacement value. You agree to pay a documentation fee of \$75.00.

3. Delivery and Acceptance: You are responsible, at your own cost, to arrange for delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to us). Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require.

4. Warranties: EQUIPMENT IS SOLD AS-IS, WHERE-IS, WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of the Lease any warranties made by manufacturer or supplier to us.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

5. Security Deposit: At our option, any security deposit made hereunder may be applied to any past due amount due hereunder. Upon notification you shall promptly restore the security deposit to its full amount as stated above. The security deposit is non-interest bearing. If you have complied with all of the conditions of the Lease, the security deposit shall be returned to you after you have returned the Equipment to us.

6. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. You also agree to allow us to inspect the Equipment at any time during normal business hours. You authorize us to file a copy of this Lease as a financing statement and appoint us as attorney-in-fact to execute and file, on your behalf, financing statements covering the collateral. You hereby waive any and all rights and remedies granted by Section 2A-508-2A-522 of the Uniform Commercial Code.

7. Location of Equipment: You will keep and use the Equipment only at the address shown above. You agree that the Equipment will not be removed from this location unless you receive in writing permission in advance to move it. All replacement parts and repairs will become our property.

8. Use of Equipment: You represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

9. Insurance: You will obtain property damage insurance covering the Equipment and its use during the term of this Lease and liability insurance acceptable to us. You further agree to have us named as sole loss payee and additional insured and provide proof of insurance upon request. If you do not provide proof of insurance within 10 days of our request, we have the right, but not the duty, to obtain such insurance covering the Equipment and its use, at your expense. You agree to pay all premiums and our fees for placing and maintaining such insurance, on which we make a profit. If damage or loss should occur you must promptly repair or replace the Equipment with like Equipment, in working order, that is acceptable to us and transfer clear title to such Equipment to us.

10. Taxes: You agree to pay when due, or reimburse us for, all taxes, fees and penalties, relating to use or ownership of the Equipment, levied or assessed by any state, federal or local government or agency, including any taxes paid up front.

We will file any required personal property tax, use tax, or other tax returns, unless we agree otherwise in writing. We may charge you a fee for administering property tax filings or for collecting any other taxes, assessments or fees and remitting them to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated when we accept this Lease arising out of your acts or omissions.

11. Service Charge: The invoice generated for the payments under this Lease may include charges for the servicing of the Equipment. Such servicing charges stand alone and have no relation to the other terms and conditions of this Lease. The inclusion of the service charges on the Lease invoice is at your request for a consolidated invoice. The terms and conditions of the service provided are per a separated agreement.

12. Assignment: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE ANY INTEREST YOU HAVE IN THIS LEASE OR THE EQUIPMENT. WE MAY, WITHOUT NOTICE, SELL, TRANSFER OR ASSIGN OUR INTEREST IN THIS LEASE. THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE. YOU AGREE THAT IF WE DO SO, THE NEW LESSOR WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE NOW HAVE, BUT, WILL NOT HAVE TO PERFORM ANY OF OUR OBLIGATION. YOU AGREE THAT THE RIGHTS OF THE NEW LESSOR WILL NOT BE SUBJECT TO ANY CLAIMS, SET-OFFS, OR DEFENSES THAT YOU MAY HAVE AGAINST US. IF YOU ARE GIVEN NOTICE OF A NEW LESSOR, YOU AGREE TO RESPOND TO ANY REQUESTS ABOUT THIS LEASE AND IF DIRECTED, TO PAY THE NEW LESSOR ALL RENT AND ALL AMOUNTS DUE UNDER THIS LEASE. In the event that we assign any of our obligations under this Lease, we shall remain primarily responsible to perform those obligations. You agree that any claim or defense you may have relating to those obligations must be asserted only against us and not any new Lessor.

13. Default: Any of the following events or conditions will constitute your default of this agreement: (a) your failure to pay any rent or any sum due on the date due; (b) failure to observe, keep or perform any term, covenant or condition of this Lease, or any other agreement that is made with us; (c) if you or any guarantor dies, becomes insolvent, stops doing business as a concern; (d) you merge, consolidate, transfer all or substantially all of your assets or you make an assignment for the benefit of creditors or you undergo a substantial deterioration in your financial condition; or (e) if you or any guarantor shall file or have filed against you or your guarantor a petition for liquidation, reorganization, or adjustment of debt under federal or state bankruptcy or insolvency law.

14. Remedies: Upon occurrence of default, we may do any or all of the following after providing a written notice of default: (a) demand immediate payment of any sums then due and owing under this Lease; plus (b) declare immediately due and payable, sue for and receive all remaining Lease payments to become due during the remainder of the term of this Lease, plus an amount equal to the purchase option stated above or if no purchase option is given, a reasonable estimate of the fair market value of like Equipment as of the originally scheduled end of the Lease term ("Residual"), with the remaining Lease payments and Residual discounted at 3% per annum, plus charge you interest at the rate per month of 1.5% on all amounts due as from the default date until paid (but not exceeding the maximum rate permitted by law), all late fees and any other fees associated with the enforcement of our remedies including reasonable attorney's fees and costs; (c) repossess the Equipment or require you to return the Equipment as provided in this Lease; (d) terminate any other agreements that we may have with you; and/or, (e) pursue any other legal remedy that we may have. If the Equipment is returned or repossessed, such return or repossession of the Equipment will not constitute a termination of this Lease unless we expressly notify you in writing. If the Equipment is returned or repossessed, we will sell or re-rent the Equipment at terms we determine, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations with you remaining liable for any deficiency and with any excess being retained by us.

15. Indemnity: You assume the entire risk of loss, destruction of, or damage to the Equipment from any cause until the Equipment is returned to or purchased from Lessor, whichever comes first. You further assume the risk of liability arising from the possession of the Equipment and hold us harmless and defend us from all claims and liabilities arising from the possession or use of the Equipment. Your indemnity obligation will continue after the termination of the Lease.

16. Miscellaneous: The Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). Any provision of this Lease which is unenforceable in any jurisdiction shall be considered non-binding in that jurisdiction without invalidating the remaining provisions of the Lease and will not make that provision non-binding in any other jurisdiction. Notices must be given in writing and shall be effective when deposited in the U.S. mail addressed to the party as indicated above.

17. Choice of Law: This Lease has been made in and except for local filing requirements is governed and construed in accordance with the laws of the State of California or the state where our assignee has its principal offices and you agree that non-exclusive personal jurisdiction over you and subject jurisdiction over the Equipment shall be with the courts of the State of California or the state where our assignee has its principal offices. You waive trial by jury in any action against you.

18. Customer PO: You agree that any Purchase Orders issued to us covering this Equipment is issued for purposes of authorization and/or your internal use only and none of its terms and conditions shall modify the terms of this Agreement.

19. Entire Agreement: This Lease contains the entire agreement between you and us and no modification of this Lease shall be effective unless in writing and signed by the parties.

20. Faxed Signatures: You agree that a facsimile copy of the Lease and facsimile copies of all documents executed with the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	Print Name
	Legal Name of Corporation City of Clayton	

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Print Name	Title	Date

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the State of California or the state where our assignee has its principal office and I consent to non-exclusive jurisdiction of any state or federal court in the State of California or the state where our assignee has its principal office and waive trial by jury.		
	Signature	Print Name	Date

LESSOR	Caltronics Business Systems	
	Commencement Date	Lease Number
	Accepted By:	

Prestige Maintenance Agreement

Installed Location:

Name City of Clayton
Address 6000 Heritage Trail
City Clayton
State CA Zip 94517

Customer Bill To:

Name City of Clayton
Address 6000 Heritage Trail
City Clayton
State CA Zip 94517

Primary Contact

Name:
Phone:
Email:

Meter Contact

Name:
Phone:
Email:

Start Date: to

Billing Cycle

☒ Monthly ☐ Quarterly ☐ Annual

ID #	Model	Serial Number	Per Copy Rate		Contracted Usage		Base Charge
			Color	B/W	Color	B/W	
	C659		.05	.005			

Caltronics Guarantee

- ▶ This agreement assures that the equipment will be serviced by factory trained field technicians and includes all service, parts and supplies.
- ▶ Parts and Supplies - Caltronics uses only OEM and top quality supplies to service and supply your system.
- ▶ Free Loaner - Caltronics will provide a free loaner of equal or greater capability in the event that it cannot be repaired onsite.
- ▶ Call Ahead Program - A technician will call you within two business hours of receiving your service request. If the issue cannot be resolved by phone, you will be given an estimated time of arrival.

Pricing does not include paper, staples, applicable taxes and freight charges.

Power requirements may include a dedicated line and receptacle as described on the Site Requirements Form.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
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Customer Bill To: City of Clayton

Address 6000 Heritage Trail

City Clayton

State CA Zip 94517

Prestige Maintenance Agreement - Terms and Conditions

- 1) **Description:** This managed service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
- 2) **Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. This contract qualifies for automatic renewal after 12 months from the contract start date, unless written notification of intent to cancel is received 30 days prior to the renewal date. See section 9 for cancellation details.
- 3) **Charges:** The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. The minimum monthly payment and excess copy rates are subject to an automatic increase not to exceed 10% every 12 months. Supplies will be allocated based on manufacturer's specified yields. We reserve the right to charge customers for excess supply usage. Loaner machines will be charged at the customer's current per copy rate. Per copy charges based on single sided sheet of paper up to 8 1/2 x 14.
- 4) **The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner usage. Customer agrees to pay sales tax as required by the State Board of Equalization.
- 5) **Meters:** Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes. Caltronics may enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
- 6) **Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
- 7) **Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
- 8) **Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
- 9) **Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
- 10) **Items not included:** A) Freight charges on toner B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3rd party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of software, equipment, or any economic loss.
- 11) Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
- 12) The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date
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Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date
-----------	------------	-------	------

Site Requirements

This form explains the specific A/C power requirements of the equipment we offer. It is the customer's responsibility to ensure the installation site has the *required* power line and receptable types before any of these models are installed. The Caltronics' installation or service technicians are not allowed to alter the power cord or outlet, or deviate from the below requirements.

The use of any type of adapter or extension cord is strictly prohibited and may void your warranty or service agreement.



120 Volts at 15 Amps

Recommended: Dedicated Circuit; *Recommended Isolated GROUND*

5-15R

Required: Approx. 0 - 0.5 Volts between Neutral & Ground connection. 120VAC +/- 5%



Black and White					Color					KIP	
20	181	284e	420	3320	C10	C203	C280	C353	C3100P	300	3000
25e	200	350	421	4020	C20	C220	C284	C360	C3110	600A	3100
36	222	360	423	4050	C25	C224	C284e	C364	C3350	700M	7100
40P	223	361	454e	4750	C30P	C224e	C300	C364e	C3850	720	
42	224e	362	500		C31P	C250	C350	C450	C3850FS	770	
160	250	363	501		C35	C252	C351	C454e	C258	2100	
161	282	364e	554e		C40P	C253	C352	C308		2300	
180	283	227	287		C200						



120 Volts at 20 Amps

REQUIRED: Dedicated Circuit; *Recommended Isolated GROUND*

5-20R

Required: Approx. 0 - 0.5 Volts between Neutral & Ground connection. 120VAC +/- 5%



Black and White			Color			KIP
454	600	750	C451	C552DS	C654	5000
454e	601	751	C452	C554	C654e	
552	652	754	C454	C554e	C754	
554	654	754e	C454e	C650	C754e	
554e	654e	808	C550	C652	C659	
			C552	C652DS		



220 Volts at 20 Amps

6-20R

REQUIRED Dedicated Circuit;
Recommended Isolated GROUND

Required: Approx. 220 Volts AC +/- 5% between each Hot & Ground connection. 208V-240V, 60Hz



Black & White		Color	Kip	
920	1050	C500	80	9000
950	1050e	C5500	7000	9900
951	1050P	C5501	7700	C7800
	1050eP	C6500	7770	
		C6501	7900	
		C65hc	7970	



220 Volts at 30 Amps

L6-30R

REQUIRED Dedicated Circuit;
Recommended Isolated GROUND

Required: Approx. 220 Volts AC +/- 5% between each Hot & Ground



Black & White		Color	
1051	1200P	C1060	C6000
1052	1250	C1060L	C7000
1200	1250P	C1070	C7000P
	2250P	C1070P	C8000
		C1085	
		C1100	

I have read the above conditions and agree to the Site Requirement Terms:

Customer Authorization

Signature

Print Name

Title

Date



Business Products, Inc.

City of Clayton

SHARP MX-6580N COLOR DIGITAL IMAGER

Sharp's NASPO Value Point Master Agreement 140603 – State of CA PA# 7-19-70-46-07

MX-6580N Package Includes:

- Digital Imager – 65 Pages per Minute Black & White, 65 Pages per Minute Color
- **150 Sheet Duplexing Single Pass Document Feeder-Scans up to 200 images per minute**
- Quad-Core Multitasking Controller
- 100 Sheet Bypass Tray
- 2 x 500 Sheet Paper Drawer Adjustable up to 11 x 17 & 2,000 sheet tandem drawer (8 ½ x 11 only)
- 1 TB Hard Disc Drive w/Document Filing w/ Thumbnail Preview (saving documents to hard drive)
- PCL6 & Adobe Post Script Print Drivers
- Scan Once Print Many Technology, 1200 x 1200 DPI
- Scan & convert documents to Word, PowerPoint & Excel
- Retractable Pull Out Key Board
- Print from and Scan to USB port located on the front panel of the machine
- Serverless Print Release technology
- **Standard Security with End-of Lease Erase Feature**
- Large 10.1" high resolution color touch screen display with tilt
- 1200 x 1200 dpi printing
- **Network Color Printing and Scanning Standard**

Equipment Pricing:

MX-6580N Digital Color Copier/Printer/Scanner

MX-FN20 50 Sheet Stacking Saddle Stitch Stapler Finisher (4,000 sheet output capacity)

MX-RB12N Paper Pass Unit

MX-PN12B Hole Punch Module

MX-E524ZNT Surge Protector/Power Filter (**220 VOLT**)

36 month FMV Standard lease=\$324.08, plus tax, per month

Option

MX-FR55U Data Security Kit-\$12.22 more per month

Price includes delivery, installation & training. Delivery takes approximately 30 days.

All-Inclusive Maintenance Agreement

Black

Includes 7,447 b/w impressions per month

\$49.15 per month

Overages @0.0066

Color

Includes 5,838 color impressions per month

\$239.36 per month

Overages @ 0.0410

Maintenance includes all parts, labor and supplies. Excludes paper and staples.

Maintenance is taxed at 35% of normal tax rate.

Connie Smith
Government Account Manager
Smile Business Products
1-800-790-7701 ext. 1076
csmith@smilebpi.com



City of Clayton
Square 9 Software – Preliminary Quote



Square 9 On Premise Version Includes:

GlobalSearch Professional Edition with 5 Concurrent User Licenses

Content Search/Dual Core Full Page OCR Bundle

3-year Software Annual M & S provided remotely by Square 9 Professional Services

GlobalSearch Installation, Configuration and Training (3 days) provided by Square 9 Professional Services

***Square 9 On Premise Version Pricing-36-month Municipal \$1.00 buy-out lease-\$485.40 per month**

Cloud Hosted Version-Subscription Includes:

GlobalSearch C2 Office Essentials with 5 Concurrent User Licenses and 10 GB of storage

Upgrade to 100 GB of storage

3-year Software Annual M & S provided remotely by Square 9 Professional Services

GlobalSearch Installation, Configuration and Training (2 days) provided by Square 9 Professional Services

***Cloud Hosted Version-Subscription Pricing-36-month Municipal \$1.00 buy-out lease-\$499.98 per month**

*Square 9 Professional Services will design, install, configure and provide training. A formal detail SOW/Design document will be provided for review and sign off by the City of Clayton prior to the commencement of the project. Note, the project and pricing is contingent upon a completion of a formal detail scope of work.

Connie Smith
Government Account Manager
Smile Business Products
1-800-790-7701 ext. 1076
csmith@smilebpi.com
www.smilebpi.com



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Scott D. Alman, P.E., City Engineer

DATE: July 21, 2020

SUBJECT: Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in FY 2020-21 incorporating a 1.1% Adjustment

RECOMMENDATION

Open the Public Hearing, receive public comments, close the Public Hearing, and approve the attached Resolution.

BACKGROUND

The City Council, at its June 23rd meeting, approved the Engineer's Report dated May 19th, including the proposed assessment amounts which included an allowable 1.1% increase over FY 2019-20 assessments. The majority of the assessments are to pay for the maintenance of various improvements benefiting real property owners within the Diablo Estates at Clayton development. These tasks are included in the property management contract awarded previously to Pinnacle Construction Services. Pinnacle's contract provides for an annual increase each December equal to the increase in the San Francisco – Bay Area CPI.

As required by law, a notice regarding the public hearing was mailed to the property owners. We attached the Engineer's Report to the notice. For the benefit of the residents, the Engineer's Report was expanded to include the expenditures of the District and an accounting of the reserve funds.

Tonight, the City Council will open the required public hearing to hear any comments from the assessed property owners. Upon completion of public testimony, the City Council should close the public hearing. The City Council may then consider any public comments received and proceed to act on this Resolution levying the annual assessments on the real properties within the District for FY 2020-21.

FISCAL IMPACT

If the annual assessment is approved as recommended, the City will continue to manage for the maintenance duties specified in the Engineer's Report on behalf of the benefited real property owners.

Should the 1.1% increase not be levied as recommended on the assessments, the automatic CPI increase in the property management contract (Pinnacle) must then be funded by drawing on District reserves. Further, bypassing the allowable CPI increase can never be recouped by the District in the future as each annual increase allowed is strictly limited to that year's adjustment in annual CPI increase.

The BAD fund balance will cover the District's costs until receipt of the first tax payment from the County in December. Therefore, this action will not impact the City's General Fund.

CONCLUSION

Staff recommends the City Council approve this Resolution confirming the levy of assessments within the Diablo Estates at Clayton Benefit Assessment District FY 2020-21.

Attachments: Resolution confirming Assessments [2 pp.]
 Notice to Property Owners [1 pg.]
 BAD FY 2020-21 Engineer's Report Packet [38 pp.]

RESOLUTION NO. XX - 2020

A RESOLUTION CONFIRMING ASSESSMENTS FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS WITHIN THE DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2020-21.

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

WHEREAS, by adoption of Resolution No. XX-2020 on June 23, 2020, the Clayton City Council approved the Engineer's Report on the proposed assessment levy for maintaining various improvements within the Diablo Estates at Clayton Benefit Assessment District during fiscal year 2020-21, and set a public hearing thereon for July 21, 2020, to be held at the regular meeting place of the Clayton City Council; and

WHEREAS, notice of said hearing and the adoption of Resolution No. XX-2020 was duly given as required by Section 54954.6 of the Government Code; and

WHEREAS, on July 21, 2020, the City Council held the noticed public hearing on the proposed assessment for fiscal year 2020-21 and heard and considered all oral statements and written communications made and filed thereon by interested persons;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clayton as follows:

1. The City Council hereby orders the levy of an assessment in the amount of \$3,761.70 on each lot within the Diablo Estates at Clayton Benefit Assessment District and this Resolution shall constitute the levy and confirmation of such assessment for fiscal year 2020-21.

2. The City Clerk shall immediately file a certified copy of this resolution, together with any required diagrams and a list of lots so assessed, with both the Tax Collector and the Auditor of Contra Costa County, with the Assessment to thereafter be collected in the same manner as the property taxes are collected.

PASSED, APPROVED and ADOPTED by the City Council of the City of Clayton at a regular public meeting thereof held on July 21, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST:

Janet Calderon, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular public meeting held on July 21, 2020.

Janet Calderon, City Clerk

Diablo Estates at Clayton Benefit Assessment District

NOTICE TO PROPERTY OWNERS FOR LEVY OF ASSESSMENT

Reason for Assessment

At the request of the original project developer, Toll Bros., Inc., the City of Clayton City Council ("Council") approved Resolution No. 04-2012 on February 7, 2012, forming the Diablo Estates at Clayton Benefit Assessment District ("District") to fund and to pay for the oversight and maintenance of certain facilities solely benefiting land owners in the District, such as the stormwater treatment facilities, storm drain collection system, common area landscape and irrigation, private street lighting and weed abatement of natural slope areas, all as described in the original Engineer's Report approved by the Council on March 20, 2012.

NOTICE

This notice informs you, as a real property owner within the Diablo Estates at Clayton Benefit Assessment District that on June 23, 2020, the Clayton City Council adopted a Council Resolution approving the Engineer's Report for FY 2020-21, declaring its intent to levy assessments for fiscal year 2020-21 and setting a public hearing on the issue of the proposed assessments:

PUBLIC HEARING: 7:00 p.m. July 21, 2020
ZOOM City Council Regular Meeting

Assessment Information

1. Total District Assessment for the fiscal year beginning on July 1, 2020 and ending June 30, 2021: \$90,280.96.
2. Proposed assessment per parcel: The assessment for each parcel is proposed to be \$3,761.70 which includes a 1.1% increase in the existing assessment of \$3,720.78 per year in accordance with the annual adjustment by the applicable Consumer Price Index (Apr. 2019 – Apr. 2020; San Francisco-Oakland- Hayward, CA MSA – All Urban Consumers), as allowed by property owner balloting in 2012.
3. Duration of assessment: The assessment will be levied annually at the rate proposed above and collected via one's real property tax bill in fiscal year 2020-21. The assessment may only be increased (other than the authorized allowable annual CPI-U increase described above) in the future by approval of a majority of the property owners.
4. Protests: Only one protest per property is allowed. The levying of the underlying assessment may not be protested; however, the proposed annual CPI adjustment may be protested. If written protests are received at City Hall prior to or at the public hearing from a majority of the properties (13 of 24), the proposed adjustment of the assessments will not be assessed.
5. Engineer's Report: Attached is a copy of the approved Engineer's Report for fiscal year 2020-21.

Questions

If any questions arise regarding the proposed real property assessments for fiscal year 2020-21, please contact Clayton City Engineer Scott Alman. He may be contacted at (925) 969-8181 and at cityengineer@ci.clayton.ca.us.

ENGINEER'S REPORT

DATE: MAY 19, 2020
TO: CITY COUNCIL
FROM: CITY ENGINEER
RE: **DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FISCAL YEAR 2020-21**

This Engineer's Report has been prepared in accordance with the requirements of the Landscaping & Lighting Act of 1972 (Section 22500 et seq. of the Government Code).

HISTORICAL REVIEW

In 2012, at the request of Toll Brothers, the developer of the Diablo Estates at Clayton project (Subd. 8719), the City Council formed the Diablo Estates at Clayton Benefit Assessment District ("District" per Resolution No. 04-2012). The purpose of the District is to generate funds for the maintenance of various improvements constructed as part of the development which solely benefit the real property owner(s). The duties specified in the original Engineer's Report (prepared by SCI Consulting Group, dated March 2012) included maintenance of landscaping and irrigation, weed abatement, storm drainage facilities, and private street lighting. In addition to maintenance, the District is responsible for the repair or replacement of any facilities due vandalism, accidents, or age.

The District was formed under the auspices of the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the Government Code) and the Benefit Assessment Act of 1982 (Section 54703 et seq. of the Government Code). The initial per lot annual assessment, approved by the property owner (Toll Bros.), was \$3,027.62. The approval also allowed for an annual increase in the assessment amount equal to the annual increase in the Consumer Price Index ("CPI"; San Francisco-Oakland-San Jose CA MSA, All Urban Consumers), not to exceed 4% in any one year.

While the Benefit Assessment Act of 1982 does not require further action prior to the levy of annual assessments, the Landscaping and Lighting Act of 1972 requires the preparation of an Engineer's Report and notice to property owners of a public hearing each year. Since no increase, other than the already authorized and approved CPI increase, is proposed, the provisions of Proposition 218 do not apply.

DETERMINATION OF SPECIAL BENEFIT, METHOD OF ASSESSMENT AND DESCRIPTION OF DISTRICT IMPROVEMENTS

See original Engineer's Report attached hereto and made a part hereof.

ESTIMATED COSTS

The original budget included maintenance and District administrative costs, as well as reserve funds for future replacement of the maintained items. See Attachment 2 for the District's budgeted expenditures for FY 2020-21.

The relevant CPI adjustment for the twelve-month period beginning April 2019 and ending April 2020 is 1.1% rounded down. Following is a breakdown of the District's FY 2019-20 and FY 2020-21 budgeted costs incorporating the allowable CPI adjustment:

Item	FY 2019-20 Budget	CPI Increase (1.1%)	FY 2020-21 Budget
District Maintenance:			
Common Area Landscape	\$23,391.41	\$257.30	\$23,648.71
Weed Abatement	\$14,638.18	\$161.01	\$14,799.19
Storm Drain System	\$6,759.86	\$74.35	\$6,834.21
Private Street Lighting	\$1,794.43	\$19.73	\$1,814.16
District Administration*	\$20,771.21	\$228.48	\$20,999.69
District Reserves	\$21,943.63	\$241.37	\$22,185.00
Total Annual Budget	\$89,298.72	\$982.24	\$90,280.96

* Includes Matrix Management fees (monthly site inspections, maintenance oversight and contract services management), City Engineer services, legal notices and mailing costs, County fees for levying and collection of the assessment.

RESERVE FUNDS

The reserve fund balance at the end of FY 2019/20 will be approximately \$163,802. This balance will increase to approximately \$186,545 at the end of FY 2020/21. The purpose of the Reserve is for both scheduled and unexpected replacement of the capital investments, per the original Engineer's Report.

See Attachment 1 for a more detailed discussion of the reserve funds and balances.

PER UNIT ALLOCATION

Based upon the proposed budget, the per-unit assessment will be \$3,761.70 (\$90,280.96 / 24 units). Assessments must be evenly divisible by 2.

ASSESSMENT HISTORY

FY 20-21	\$3,761.70
FY 19-20	\$3,720.78
FY 18-19	\$3,565.94
FY 17-18	\$3,454.70
FY 16-17	\$3,328.82
FY 15-16	\$3,241.00
FY 14-15	\$3,162.00
FY 13-14	\$3,100.26

ATTACHMENT 1

RESERVE FUND ACCOUNTS

**DIABLO ESTATES AT CLAYTON
BENEFIT ASSESSMENT DISTRICT (“District”)
RESERVE FUNDS**

The purpose of the various reserve accounts is to ensure the District will have funds available to repair or reconstruct the facilities that are the responsibility of the District.

The fund amounts were established using the initial cost of construction and amortizing them over the anticipated life of the facilities. In addition, there is a general reserve fund set aside to act as a contingency reserve for any of the District’s responsibilities.

The funds as initially established are as follows:

ITEM	QUANTIT Y	UNIT	UNIT COST	TOTAL COST	SERVICE LIFE (YRS)	ANNUAL DEPOSIT
Tree Replacement	33	EA	\$285	\$9,405	40	\$235
Entry Monument Replacement	1	EA	\$4,000	\$4,000	25	\$160
V-ditch Repair/Replacement	2038	LF	\$50	\$101,900	25	\$4,076
Vortsentry Replacement	1	EA	\$100,000	\$100,000	100	\$1,000
Stormwater Basin Replacement*	48	EA	\$2,000	\$96,000	10	\$9,600
CB/MH/SD Pipe Replacement	1	LS	\$79,000	\$79,000	100	\$790
General						\$2,000
				Total**		\$17,861

* Removal and replacement of plants and filter material only

** First year assessment (increased each following year by the CPI increase)

Following are reserve analysis sheets showing each year’s contribution to the various funds and the current balance of each fund.

**DIABLO ESTATES AT CLAYTON
BENEFIT ASSESSMENT DISTRICT
RESERVE FUNDS ANALYSIS**

FY 2012/2013 (INITIAL YEAR)

RESERVE FUNDS - FACILITIES						
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	SERVICE LIFE (yrs)	ANNUAL DEPOSIT
Tree Replacement	33	EA	\$285.00	\$9,405.00	40	\$235.13
Entry Monument Replacement	1	EA	\$4,000.00	\$4,000.00	25	\$160.00
V-Ditch Repairs	2038	LF	\$50.00	\$101,900.00	25	\$4,076.00
Vortsentry Replacement	1	EA	\$100,000.00	\$100,000.00	100	\$1,000.00
Stormwater Basin Replacement/Repair	48	EA	\$2,000.00	\$96,000.00	10	\$9,600.00
CB/MH/SD Pipe replacement	1	LS	\$79,000.00	<u>\$79,000.00</u>	100	<u>\$790.00</u>
				\$390,305.00		\$15,861.13
RESERVE FUNDS - GENERAL						
Annual General Reserve						<u>\$2,000.00</u>
BAD RESERVE FUNDS - TOTAL AS OF 06/30/2013:						\$17,861.13

FY 2013/14 (CPI = 2.4% INCREASE)

RESERVE FUNDS - FACILITIES					
ITEM	FY 2012/13 ASSESS.	INCR.	FY 2013/14 ASSESS.	AMT. PRIOR TO FY 2013/14	AMT. @ END FY 2013/14
Tree Replacement	\$235.13	2.40%	\$240.77	\$235.13	\$475.89
Entry Monument Replacement	\$160.00	2.40%	\$163.84	\$160.00	\$323.84
V-Ditch Repairs	\$4,076.00	2.40%	\$4,173.82	\$4,076.00	\$8,249.82
Vortsentry Replacement	\$1,000.00	2.40%	\$1,024.00	\$1,000.00	\$2,024.00
Stormwater Basin Replacement/Repair	\$9,600.00	2.40%	\$9,830.40	\$9,600.00	\$19,430.40
CB/MH/SD Pipe replacement	\$790.00	2.40%	<u>\$808.96</u>	\$790.00	<u>\$1,598.96</u>
			\$16,241.79		\$32,102.92
RESERVE FUNDS - GENERAL					
Annual General Reserve	\$2,000.00	2.40%	<u>\$2,048.00</u>	\$2,000.00	<u>\$4,048.00</u>
	FY 2013-14 Assess.:		\$18,289.79		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2014: \$36,150.92

Check #: \$18,289.79

Check #: \$36,150.92

FY 2014/15 (CPI = 2.0% INCREASE)**RESERVE FUNDS - FACILITIES**

ITEM	FY 2013/14 ASSESS.	INCR.	FY 2014/15 ASSESS.	AMT.PRIOR TO FY 2014/15	AMT. @ END FY 2014/15
Tree Replacement	\$240.77	2.00%	\$245.58	\$475.89	\$721.48
Entry Monument Replacement	\$163.84	2.00%	\$167.12	\$323.84	\$490.96
V-Ditch Repairs	\$4,173.82	2.00%	\$4,257.30	\$8,249.82	\$12,507.12
Vortsentry Replacement	\$1,024.00	2.00%	\$1,044.48	\$2,024.00	\$3,068.48
Stromwater Basin Replacement/Repair	\$9,830.40	2.00%	\$10,027.01	\$19,430.40	\$29,457.41
CB/MH/SD Pipe replacement	\$808.96	2.00%	<u>\$825.14</u>	\$1,598.96	<u>\$2,424.10</u>
			\$16,566.63		\$48,669.54

RESERVE FUNDS - GENERAL

Annual General Reserve	\$2,048.00	2.00%	<u>\$2,088.96</u>	\$4,048.00	<u>\$6,136.96</u>
	FY 2014-15 Assess.:		\$18,655.59		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2015: \$54,806.50**Check #: \$18,655.59****Check #: \$54,806.50****FY 2015/16 (CPI = 2.5% INCREASE)****RESERVE FUNDS - FACILITIES**

ITEM	FY 2014/15 ASSESS.	INCR.	FY 2015/16 ASSESS.	AMT.PRIOR TO FY 2015/16	AMT. @ END FY 2015/16
Tree Replacement	\$245.58	2.50%	\$251.72	\$721.48	\$973.20
Entry Monument Replacement	\$167.12	2.50%	\$171.29	\$490.96	\$662.25
V-Ditch Repairs	\$4,257.30	2.50%	\$4,363.73	\$12,507.12	\$16,870.86
Vortsentry Replacement	\$1,044.48	2.50%	\$1,070.59	\$3,068.48	\$4,139.07
Stromwater Basin Replacement/Repair	\$10,027.01	2.50%	\$10,277.68	\$29,457.41	\$39,735.09
CB/MH/SD Pipe replacement	\$825.14	2.50%	<u>\$845.77</u>	\$2,424.10	<u>\$3,269.87</u>
			\$16,980.79		\$65,650.34

RESERVE FUNDS - GENERAL

Annual General Reserve	\$2,088.96	2.50%	<u>\$2,141.18</u>	\$6,136.96	<u>\$8,278.14</u>
	FY 2015-16 Assess.:		\$19,121.98		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2016: \$73,928.48**Check #: \$19,121.98****Check #: \$73,928.48**

FY 2016/17 (CPI = 2.7% INCREASE)

RESERVE FUNDS - FACILITIES					
ITEM	FY 2015/16 ASSESS.	INCR.	FY 2016/17 ASSESS.	AMT.PRIOR TO FY 2016/17	AMT. @ END FY 2016/17
Tree Replacement	\$251.72	2.70%	\$258.52	\$973.20	\$1,231.72
Entry Monument Replacement	\$171.29	2.70%	\$175.92	\$662.25	\$838.17
V-Ditch Repairs	\$4,363.73	2.70%	\$4,481.55	\$16,870.86	\$21,352.41
Vortsentry Replacement	\$1,070.59	2.70%	\$1,099.50	\$4,139.07	\$5,238.57
Stromwater Basin Replacement/Repair	\$10,277.68	2.70%	\$10,555.18	\$39,735.09	\$50,290.27
CB/MH/SD Pipe replacement	\$845.77	2.70%	<u>\$868.60</u>	\$3,269.87	<u>\$4,138.47</u>
			\$17,439.27		\$83,089.61
RESERVE FUNDS - GENERAL					
Annual General Reserve	\$2,141.18	2.70%	<u>\$2,199.00</u>	\$8,278.14	<u>\$10,477.14</u>
	FY 2016-17 Assess.:		\$19,638.27		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2017: \$93,566.75**Check #: \$19,638.27****Check #: \$93,566.75****FY 2017/18 (CPI = 3.78% INCREASE)**

RESERVE FUNDS - FACILITIES					
ITEM	FY 2016/17 ASSESS.	INCR.	FY 2017/18 ASSESS.	AMT.PRIOR TO FY 2017/18	AMT. @ END FY 2017/18
Tree Replacement	\$258.52	3.78%	\$268.29	\$1,231.72	\$1,500.01
Entry Monument Replacement	\$175.92	3.78%	\$182.57	\$838.17	\$1,020.74
V-Ditch Repairs	\$4,481.55	3.78%	\$4,650.96	\$21,352.41	\$26,003.37
Vortsentry Replacement	\$1,099.50	3.78%	\$1,141.06	\$5,238.57	\$6,379.63
Stromwater Basin Replacement/Repair	\$10,555.18	3.78%	\$10,954.17	\$50,290.27	\$61,244.44
CB/MH/SD Pipe replacement	\$868.60	3.78%	<u>\$901.44</u>	\$4,138.47	<u>\$5,039.91</u>
			\$18,098.48		\$101,188.09
RESERVE FUNDS - GENERAL					
Annual	\$2,199.00	3.78%	<u>\$2,282.12</u>	\$10,477.14	<u>\$12,759.26</u>
	FY 2017-18 Assess.:		\$20,380.60		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2018: \$113,947.35**Check #: \$20,380.60****Check #: \$113,947.35**

FY 2018/19 (CPI = 3.22% INCREASE)**RESERVE FUNDS - FACILITIES**

ITEM	FY 2017/18 ASSESS.	INCR.	FY 2018/19 ASSESS.	AMT.PRIOR TO FY 2018/19	AMT. @ END FY 2018/19
Tree Replacement	\$268.29	3.22%	\$276.93	\$1,500.01	\$1,776.94
Entry Monument Replacement	\$182.57	3.22%	\$188.45	\$1,020.74	\$1,209.19
V-Ditch Repairs	\$4,650.96	3.22%	\$4,800.72	\$26,003.37	\$30,804.09
Vortsentry Replacement	\$1,141.06	3.22%	\$1,177.80	\$6,379.63	\$7,557.43
Stromwater Basin Replacement/Repair	\$10,954.17	3.22%	\$11,306.89	\$61,244.44	\$72,551.33
CB/MH/SD Pipe replacement	\$901.44	3.22%	<u>\$930.46</u>	\$5,039.91	<u>\$5,970.37</u>
			\$18,681.25		\$119,869.34

RESERVE FUNDS - GENERAL

Annual	\$2,282.12	3.22%	<u>\$2,355.60</u>	\$12,759.26	<u>\$15,114.86</u>
	FY 2018-19 Assess.:		\$21,036.85		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2019: \$134,984.20**Check #: \$21,036.85****Check #: \$134,984.20****FY 2019/20 (CPI = 4.01% INCREASE)****RESERVE FUNDS - FACILITIES**

ITEM	FY 2018/19 ASSESS.	INCR.	FY 2019/20 ASSESS.	AMT.PRIOR TO FY 2019/20	AMT. @ END FY 2019/20
Tree Replacement	\$276.93	4.01%	\$288.04	\$1,776.94	\$2,064.98
Entry Monument Replacement	\$188.45	4.01%	\$196.00	\$1,209.19	\$1,405.19
V-Ditch Repairs	\$4,800.72	4.01%	\$4,993.23	\$30,804.09	\$35,797.31
Vortsentry Replacement	\$1,177.80	4.01%	\$1,225.03	\$7,557.43	\$8,782.46
Stromwater Basin Replacement/Repair	\$11,306.89	4.01%	\$11,760.30	\$72,551.33	\$84,311.63
CB/MH/SD Pipe replacement	\$930.46	4.01%	<u>\$967.77</u>	\$5,970.37	<u>\$6,938.14</u>
			\$19,430.37		\$139,299.71

RESERVE FUNDS - GENERAL

Annual	\$2,355.60	4.01%	<u>\$2,450.06</u>	\$15,114.86	<u>\$17,564.92</u>
	FY 2018-19 Assess.:		\$21,880.43		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2019: \$156,864.63**Check #: \$21,880.43****Check #: \$156,864.63**

FY 2020/21 (CPI = 1.1% INCREASE)**RESERVE FUNDS - FACILITIES**

ITEM	FY 2019/20 ASSESS.	INCR.	FY 2020/21 ASSESS.	AMT. PRIOR TO FY 2020/21	AMT. @ END FY 2020/21
Tree Replacement	\$288.04	1.10%	\$291.20	\$2,064.98	\$2,356.18
Entry Monument Replacement	\$196.00	1.10%	\$198.16	\$1,405.19	\$1,603.35
V-Ditch Repairs	\$4,993.23	1.10%	\$5,048.15	\$35,797.31	\$40,845.46
Vortsentry Replacement	\$1,225.03	1.10%	\$1,238.51	\$8,782.46	\$10,020.97
Stromwater Basin Replacement/Repair	\$11,760.30	1.10%	\$11,889.66	\$84,311.63	\$96,201.29
CB/MH/SD Pipe replacement	\$967.77	1.10%	<u>\$978.42</u>	\$6,938.14	<u>\$7,916.56</u>
			\$19,644.10		\$158,943.82

RESERVE FUNDS - GENERAL

Annual	\$2,450.06	1.10%	<u>\$2,477.01</u>	\$17,564.92	<u>\$20,041.93</u>
	FY 2018-19 Assess.:		\$22,121.12		

BAD RESERVE FUNDS - TOTAL AS OF 06/30/2019: \$178,985.75

Check #: \$22,121.12

Check #: \$178,985.75

ATTACHMENT 2

BAD PROJECTED BUDGET FOR FY 2020-21

INCLUDING PROJECTED

BAD EXPENDITURES IN FY 2019-20

City of Clayton
Diablo Estates Benefit Assessment District - Fund 231
Proposed Budget 20-21

Account Number	Account Name	2018-19 Actual	2019-20 Adopted Budget	2019-20 YTD 2/29/2020	2019-20 Projected	2020-21 Proposed Budget
7335	Gas & Electric Serv.	143	300	97	300	350
7338	Water Service	2,881	5,300	2,073	5,300	5,800
7381	Property Tax Admin Cost	122	280	149	270	320
7384	Legal Notices	-	100	-	100	250
7411	Legal Services Retainer	-	-	-	-	-
7413	Special Legal Services	-	-	-	-	-
7419	Other Prof. Services	56,480	59,390	29,885	59,390	62,500
7420	Administrative Costs	2,189	2,277	2,277	2,277	2,500
Total Expenditures		61,815	67,647	34,481	67,637	71,720
4611	Fiduciary Fund Assessment	85,583	89,015	47,070	85,583	90,281
5601	Interest Income	2,520	2,000	803	1,205	1,000
5606	Unrealized Investment Gain/Loss	1,688	-	-	-	-
Total Revenue		89,791	91,015	47,873	86,788	91,281
Increase (Decrease) in Fund Balance		27,976	23,368	13,392	19,151	19,561
Beginning Fund Balance		116,675	138,299	144,651	144,651	163,802
Ending Fund Balance		144,651	161,667	158,043	163,802	183,362

ATTACHMENT 3

INITIAL ENGINEER'S REPORT (19 pp)



CITY OF CLAYTON

DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FOR LANDSCAPE AND LIGHTING AND BENEFIT ASSESSMENT

ENGINEER'S REPORT FISCAL YEAR 2012-13

MARCH 2012

PURSUANT TO
THE LANDSCAPING AND LIGHTING ACT OF 1972,
THE BENEFIT ASSESSMENT ACT OF 1982, AND
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:
SCIConsultingGroup
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FAIRFIELD, CALIFORNIA 94534
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CITY OF CLAYTON

MAYOR

Howard Geller

CITY COUNCIL

Joseph A. Medrano

Julie K. Pierce

David T. Shuey

Hank Stratford

CITY MANAGER

Gary Napper

CITY ENGINEER

Rick Angrisani

CITY ATTORNEY

Malathy Subramanian

CITY CLERK

Laci Jackson

ENGINEER OF WORK

SCI Consulting Group

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INTRODUCTION

BACKGROUND

Formation of the "Diablo Estates at Clayton Benefit Assessment District" (the "Assessment District") within the City of Clayton (the "City") is proposed to provide funding for the maintenance, operation and improvement of the landscaping, street lighting, drainage and stormwater treatment facilities to benefit the properties in the Diablo Estates at Clayton subdivision that forms the Assessment District. The Diablo Estates at Clayton subdivision consists of 24 parcels east of Regency Drive and north of Rialto Drive with an approximate area of 19 acres.

This Engineer's Report (the "Report") was prepared to establish the budget for the services and improvements that would be funded by the proposed 2012-13 assessments and to determine the benefits received from the maintenance and improvements by property within the Assessment District and the method of assessment apportionment to lots and parcels. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 (the "Acts") and Article XIID of the California Constitution (the "Article").

Following submittal of this Report to the City of Clayton City Council (the "City Council") for preliminary approval, the City Council may call for an assessment ballot proceeding and Public Hearing on the proposed establishment of assessments for the improvements.

If it is determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments do not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots are submitted), the City Council may take action to form the Assessment District and approve the levy of the assessments for fiscal year 2012-13. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller in August 2012 for inclusion on the property tax roll for Fiscal Year 2012-13.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property. This Assessment District will be balloted and approved by property owners in accordance with Proposition 218.

SILICON VALLEY TAXPAYERS ASSOC., INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. vs. Santa Clara County Open Space Authority (SVTA). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefits to property, not general benefits.
- The services and/or improvements funded by assessments must be clearly defined.
- Assessment districts must be drawn to contain all parcels that receive a special benefit from a proposed public improvement.
- Assessments paid in the assessment district must be proportional to the special benefit received by each such parcel from the improvements and services funded by the assessment.

This Engineer's Report and the process used to establish these proposed assessments for fiscal year 2012/2013 are consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution based on the following factors:

1. The Assessment District is narrowly drawn to include only the properties that receive special benefit from the specific Improvements and Services. Thus, zones of benefit are not required and the assessment revenue derived from real property in each Assessment District is extended only on the Services in the Assessment District.
2. The Improvements which are constructed and/or maintained with assessment proceeds in the Assessment District are located in close proximity to the real property subject to the assessment. The Improvements and Services provide illumination to streets and sidewalks

enabling improved access to the owners, residents, and guests of such assessed property. The proximity of the Improvements to the assessed parcels and the improved access and increased safety provided to of the residents of the assessed parcels by the Improvements provides a special benefit to the parcels being assessed pursuant to the factors outlined by the Supreme Court in that decision.

3. Due to their proximity to the assessed parcels, the Improvements and Services financed with assessment revenues in the Assessment District benefit the properties in the Assessment District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements and Services, and the benefits conferred on such property in the Assessment District are more extensive than a general increase in property values.
4. The assessments paid in the Assessment District are proportional to the special benefit that each parcel within that Assessment District receives from the Services because:
 - a. The specific lighting Improvements and maintenance Services and utility costs thereof in the Assessment District and the costs thereof are specified in this Report; and
 - b. The cost of the Services in the Assessment District is allocated among different types of property located within the Assessment District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, or industrial parcels.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of

the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements and Services provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz* and *Dahms* because the Improvements and Services will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services and proportional special benefit to each property.

PLANS & SPECIFICATIONS

The work and improvements proposed to be undertaken by the City of Clayton and the Diablo Estates at Clayton Benefit Assessment District (the "Assessment District"), and the costs thereof paid from the levy of the annual assessments, provide special benefit to Assessor Parcels within the Assessment District as defined in the Method of Assessment herein. Consistent with the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 (the "Acts"), the work, services and improvements are generally described as follows:

Maintenance and servicing of public improvements, including but not limited to, storm drain system, landscaping and lighting and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property within the Assessment District that is owned or maintained by the City of Clayton (the "Improvements"). Any plans and specifications for these improvements will be filed with the City Engineer of the City of Clayton and are incorporated herein by reference. More specifically the improvements and associated plans are the storm drain system in the Improvement Plans, Diablo Pointe by David Evans and Associates Inc., the lighting in the Joint Trench Composite Plan, Diablo Pointe by Lighthouse Design Inc., and the shared landscaping, fencing, irrigation and entry monument in the Diablo Estates at Clayton Landscape Improvements plan by Thomas Bank and Associates LLP.

As applied herein, "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti; the cleaning and replacement of storm drain pipes, drop inlets, catch basins and manholes.

"Servicing" means the cost of maintaining any facility used to provide any service, the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, or the maintenance of any other improvements.

The figure shown below displays the improvements, maintenance, replacement costs and services to be provided with the Diablo Estates at Clayton Benefit Assessment District.

FIGURE 1 – SUMMARY OF ESTIMATED ANNUAL COSTS FOR DIABLO ESTATES AT CLAYTON

CITY OF CLAYTON		
Diablo Estates at Clayton Benefit Assessment District		
Summary of Estimated Annual Cost		
Fiscal Year 2012-13		
<hr/>		
Installation, Maintenance & Servicing Costs		
Common Landscaping	\$19,426.99	
Weed Abatement (On-lot)	\$11,910.00	
Storm Drain System	\$27,966.00	
Street Lighting	\$1,460.00	
Subtotal - Installation, Maintenance and Servicing		\$60,762.99
Incidental Expenses and Administration Costs		\$11,900.00
Totals for Installation, Maintenance, Servicing and Incidentals		<hr/> \$72,662.99
Net Cost of Maintenance, Servicing and Incidentals		\$72,662.99
(Net Amount to be Assessed)		
<hr/>		
Budget Allocation to Property		
Total Assessment Budget		\$72,662.99
Single Family Equivalent Benefit Units		24
Assessment per Single Family Equivalent Unit		<hr/> \$3,027.62
<hr/>		

ESTIMATE OF COST AND BUDGET – FISCAL YEAR 2012-13

FIGURE 2 – COST ESTIMATE BREAKDOWN FOR DIABLO ESTATES AT CLAYTON

CITY OF CLAYTON
Diablo Estates at Clayton Benefit Assessment District
Estimate of Maintenance, Replacement, and Administrative Costs

Item	Units	Unit Cost	Service Life (years)	Annual Cost	Annual Cost per Lot
Common Landscaping					
Landscape Maintenance	24,600 SF	\$0.30		\$7,380.00	
Landscape Replacement	24,600 SF	\$0.05		\$1,230.00	
Tree Maintenance	33 EA	\$95.00		\$3,135.00	
Tree Replacement - Materials	33 EA	\$285.00	40	\$235.13	
Water Usage	1,476 100CF	\$2.86		\$4,221.36	
Meter Charges	12 Mo	\$51.00		\$612.00	
Irrigation Maintenance & Repair	24,600 SF	\$0.03		\$738.00	
Fence Maintenance & Repair	1,870 LF	\$0.65		\$1,215.50	
Entry Monument Maintenance	1 EA	\$500.00		\$500.00	
Entry Monument Repair	1 LF	\$4,000.00	25	\$160.00	
				\$19,426.99	\$809.46
Weed Abatement (On-lot)					
Weed Abatement	397,000 SF	\$0.03		\$11,910.00	
				\$11,910.00	\$496.25
Storm Drain System					
Ditch - debris removal & maint	1 LS	\$1,000.00		\$1,000.00	
Ditch Repair	2,038 LF	\$50.00	25	\$4,076.00	
Vorsentry Maintenance	1 LS	\$1,500.00		\$1,500.00	
Vorsentry Replacement	1 LS	\$100,000.00	100	\$1,000.00	
Bio-Retention Basin Maintenance*	48 EA	\$		\$0.00	
Bio-Retention Basin Replacement	48 EA	\$2,000.00	10	\$9,600.00	
Stormwater Reporting Fee	1 LS	\$5,000.00		\$5,000.00	
Annual City Report Fee	1 LS	\$2,000.00		\$2,000.00	
Catch Basin/Manhole Cleaning	15 EA	\$200.00		\$3,000.00	
CB/MH/pipe repair	1 LS	\$79,000.00	100	\$790.00	
				\$27,966.00	\$1,165.25
Street Lighting					
Maintenance and Repair	1 LS	\$500.00		\$500.00	
Electricity	4 EA	\$240.00		\$960.00	
				\$1,460.00	\$60.83
Annual Administration					
Property Manager	12 Mo	\$600.00		\$7,200.00	
Annual City Engineer Services	1 LS	\$2,500.00		\$2,500.00	
Legal Notice/Mailing	1 LS	\$100.00		\$100.00	
County Collection	1 LS	\$100.00		\$100.00	
General Reserve	1 LS	\$2,000.00		\$2,000.00	
				\$11,900.00	\$495.83
Total				\$72,662.99	\$3,027.62
Number of Lots:				24	
Cost per Lot:				\$3,027.62	

* homeowner responsibility

**assumes covenant with Tol Brothers, Inc. for 5 year maintenance period

Unit costs per direction of City of Clayton City Engineer

METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of improvements and the methodology used to apportion the total assessment to properties within the Assessment District.

The Diablo Estates at Clayton Benefit Assessment District consists of all Assessor Parcels within the boundaries as defined by the Assessment Diagram included within this Report and the Assessor Parcel Numbers listed within the included Assessment Roll. The method used for apportioning the assessments is based upon the proportional special benefits to be derived by the properties in the Diablo Estates at Clayton Benefit Assessment District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the District's storm drain system, streets and sidewalks, corridor landscaping, lighting, or a property owner's specific demographic status. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the Improvements."

The Benefit Assessment Act of 1982 states in Government Code Section 54711:

"The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of service"

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the installation, maintenance and servicing of the Improvements to be provided with the assessment proceeds. These categories of special benefit are derived in part from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from the installation, maintenance and servicing of improvements such as those proposed by the City of Clayton and the Diablo Estates at Clayton Benefit Assessment District. These types of special benefit are summarized as follows:

- Creation of individual lots for residential use that, in absence of the services and improvements to be funded by the assessments, would not be created.
- Improved utility and usability of property
- Improved safety and security lighting for property
- Enhanced visual experience, and desirability of the area.
- Protection of views, scenery and other resources values and environmental benefits enjoyed by residents and guests and preservation of public assets maintained by the City
- Moderation of temperatures, dust control, and other environmental benefits.

These benefit factors, when applied to property in the Assessment District, specifically increase the utility of the property within the Assessment District. For example, the assessments will provide funding to maintain lighting that improves safety and access to the property after dark and landscaping that provides visual and environmental benefits to the properties within the Assessment District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability and safety of the properties. Moreover, funding for the maintenance and servicing of such public facilities is a condition of development of Diablo Estates at Clayton that is needed to mitigate the negative impacts of this development on the City. Without the Assessment District, this condition of development would not be satisfied, which could affect the approval of new homes on the property. This is another special benefit to the properties in the Assessment District.

GENERAL VERSUS SPECIAL BENEFIT

The proceeds from the Diablo Estates at Clayton Benefit Assessment District would be used to fund improvements and increased levels of maintenance to the public facilities that serve and benefit the properties in the Assessment District. In absence of the Diablo Estates at Clayton Benefit Assessment District, such Improvements would not be properly maintained. Therefore, the Assessment District is specifically proposed to ensure that the necessary and beneficial public facilities for property in the Assessment District are properly maintained and repaired over time. The assessments will ensure that landscaping and street lighting within and adjacent to the Assessment District are functional, well maintained, clean and safe. These public resources directly benefit the property in the Assessment District and will confer distinct and special benefits to the properties within the Assessment District.

In absence of the assessments, a condition of development would not be met and future home construction in the Assessment District could be denied. The creation of residential lots and the approval for the construction of homes in Diablo Estates at Clayton is the overriding clear and distinct special benefit conferred on exclusively on property in the Assessment District and not enjoyed by other properties outside the Assessment District. Moreover, benefits to the public at large, if any, will be offset by benefits residents within the Assessment District receive from the use of other similar public facilities not funded by the Assessment District. Therefore, the assessments solely provide special benefit to property in the Assessment District (100% special benefit) over and above the general benefits conferred to the public at large or properties outside the Assessment District.

METHOD OF ASSESSMENT

This process of apportioning assessments for each property involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalent dwelling units (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent unit or one SFE.

ASSESSMENT APPORTIONMENT

The proposed assessments for the Diablo Estates at Clayton Benefit Assessment District would provide direct and special benefit to properties in the Assessment District. Diablo Estates at Clayton is a residential single family development project consisting of a total of 24 single family homes, each on a separate parcel. As such, each residential property receives similar benefit from the proposed Improvements. Therefore, the Engineer has determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit or single family residence basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property. In other words, developed parcels and vacant parcels with proposed development will be assessed 1 SFE. The assessments are listed on the Assessment Roll in Appendix A.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Clayton City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Clayton City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City of Clayton City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City of Clayton City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City of Clayton City Engineer or her or his designee may refer their appeal to the City Council of the City of Clayton and the decision of the City Council of the City of Clayton shall be final.

CERTIFICATES

DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT

1. The undersigned respectfully submits the enclosed Engineer's Report and does hereby certify that this Engineer's Report, and the Assessment and Assessment Diagram herein, have been prepared by me in accordance with the order of the City Council of the City of Clayton.


Engineer of Work, License No. C052091

2. I, the City Clerk, City of Clayton, County of Contra Costa, California, hereby certify that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed and recorded with me on March 14, 2012.


City Clerk

3. I, the City Clerk, City of Clayton, County of Contra Costa, California, hereby certify that the Assessment in this Engineer's Report was approved and confirmed by the City Council on _____, 2012, by Resolution No. _____.

City Clerk

4. I, the City Clerk of the City of Clayton, County of Contra Costa, California, hereby certify that a copy of the Assessment and Assessment Diagram was filed in the office of the County Auditor of the County of Contra Costa, California, on _____, 2012.

City Clerk

5. I, the County Auditor of the County of Contra Costa, California, hereby certify that a copy of the Assessment Roll and Assessment Diagram for fiscal year 2012-13 was filed with me on _____, 2012.

County Auditor, County of Contra Costa

And I do hereby assess and apportion said net amount of the cost and expenses of said Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Diablo Estates at Clayton Benefit Assessment District in accordance with the special benefits to be received by each parcel or lot from the Improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessments are made upon the parcels or lots of land within the Diablo Estates at Clayton Benefit Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from said Improvements.

The assessments are subject to an annual adjustment tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April of each succeeding year, with the maximum annual adjustment not to exceed 4%. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Contra Costa for the fiscal year 2012-13. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Rolls, the amount of the assessment for the fiscal year 2012-13 for each parcel or lot of land within the said Diablo Estates at Clayton Benefit Assessment District.

Dated: March 6, 2012



Engineer of Work

By

John W. Bliss, License No. C052091

ASSESSMENT

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the assessment districts and an assessment of the estimated costs of the Improvements upon all assessable parcels within the assessment district;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Acts and the order of the City Council of the City of Clayton, hereby make the following assessment to cover the portion of the estimated cost of said Improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amounts to be paid for said Improvements and the expense incidental thereto, to be paid by the Diablo Estates at Clayton Benefit Assessment District for the fiscal year 2012-13, are generally as follows:

FIGURE 3 – SUMMARY COST ESTIMATES – FISCAL YEAR 2012-13

CITY OF CLAYTON	
Diablo Estates at Clayton Benefit Assessment District	
Summary Cost Estimate FY 2012-13	
Installation, Maintenance & Servicing Costs	\$60,763
Incidental Costs	\$11,900
Total Budget	\$72,663
Budget to Assessment	
Total Budget	\$72,663
Total SFE Units	24
Rate per SFE Unit	\$3,027.62

As required by the Acts, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of said Diablo Estates at Clayton Benefit Assessment District. The distinctive number of each parcel or lot of land in said Diablo Estates at Clayton Benefit Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

[illegible]

APPENDICES

APPENDIX A – ASSESSMENT ROLL, FISCAL YEAR 2012-13

An Assessment Roll (a listing of all parcels assessed within the Assessment District and the amount of the assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

FIGURE 4 – ASSESSMENT ROLL

**CITY OF CLAYTON
Diablo Estates at Clayton Assessment District
Assessment Roll**

PARCEL NUMBER	OWNER	SITUS	SFE Units	ASSESSMENT
119-630-001	TOLL CA XIX L P	27 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-002	TOLL CA XIX L P	26 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-003	TOLL CA XIX L P	22 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-004	TOLL CA XIX L P	18 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-005	TOLL CA XIX L P	14 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-006	TOLL CA XIX L P	10 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-007	TOLL CA XIX L P	9 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-008	TOLL CA XIX L P	15 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-009	TOLL CA XIX L P	19 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-630-010	TOLL CA XIX L P	23 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-640-001	TOLL CA XIX L P	6 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-640-004	TOLL CA XIX L P	7 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-010	TOLL CA XIX L P	16 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-011	TOLL CA XIX L P	12 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-012	TOLL CA XIX L P	8 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-013	TOLL CA XIX L P	4 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-014	TOLL CA XIX L P	5 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-640-016	TOLL CA XIX L P	2 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-640-017	TOLL CA XIX L P	3 SEMINARY RIDGE PL CLAYTON CA 94517	1	\$3,027.62
119-640-018	TOLL CA XIX L P	11 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-019	TOLL CA XIX L P	17 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-020	TOLL CA XIX L P	21 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-021	TOLL CA XIX L P	24 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
119-640-022	TOLL CA XIX L P	20 PROMONTORY PL CLAYTON CA 94517	1	\$3,027.62
			24	\$72,662.88

ATTACHMENT 4

MAINTENANCE MANAGEMENT SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

PROPERTY MANAGEMENT SERVICES

The property management duties to be included in this contract shall generally include, but not necessarily limited to, the following:

- a) Contracting with, overseeing and being responsible for, various State-licensed contractors as needed to complete the maintenance services specified below. Consultant shall provide copies of all executed contracts (including detailed scopes of work, and work, manpower and payment schedules) and contractor insurance certificates;
- b) Periodic inspections of the property and improvements to verify current conditions and to ensure satisfactory performance of the various contractors hired by the Proposer to complete the maintenance duties specified in the maintenance document;
- c) Periodic inspections of the property and improvements to ensure satisfactory performance of the homeowners in providing the maintenance services specified below as being the homeowners' responsibility.;
- d) Preparation and submittal of a monthly report to the City Engineer describing the findings of the periodic inspections, the maintenance work completed that month and anticipated for the following month;
- e) Satisfaction of Regional Water Quality Control Board requirements relating to the operation and maintenance of stormwater treatment facilities, including the preparation and submittal of annual reports.

COMMON LANDSCAPING (ALONG REGENCY AND RIALTO DRIVES)

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the projects approval conditions, the Developer was required to install landscaping and irrigation over a strip of land adjacent to the sidewalks along the project's frontage on Regency and Rialto Drives. The strip of land is variable in width (but generally 25 feet wide, more or less, from the back of sidewalk) and is delineated by an open wire fence except along the frontage of Lot 9 where it is delineated by a wooden "Good Neighbor" fence.

Along with the perimeter fencing, the improvements include trees, shrubs, groundcover and a complete automatic irrigation system. In addition, a subdivision entry monument has been constructed on Lot 8. All of the land covered by the improvements has been encumbered by a recorded landscape maintenance easement in favor of the City of Clayton.

Detailed Scope of Work – City's Responsibility

Maintenance of the Common Landscaping shall occur twice a month by a maintenance crew comprised of at least 3 men for a period of at least 4 hours on each visit.

Trees

The scope of normal tree care shall include, but not be limited to, the following:

- Pruning will be performed under the direction of a qualified maintenance supervisor using appropriate tools and equipment in general accordance with industry standards.

- Pruning shall promote structural strength and accentuate the plants natural forms and features within the limitation of space.
- Trees stakes and guides will be checked regularly and removed or replaced as necessary.
- Minor pesticide application.
- Tree pruning over the 12 foot height.
- Insect and disease control including pest control spraying.
- Deep root feeding on an annual basis.
- Replacement of dead trees.

Shrubs and Groundcover

The scope of shrub and groundcover care shall include, but not be limited to, the following:

- On a continual basis, shrubs shall be checked for appropriate pruning and thinning, shearing or hedging. Hard pruning or cutting back will be done in winter to allow new growth or flushing out during the oncoming spring season.
- On a continual basis, ground covers shall be checked for proper coverage within the planting areas, and general health and condition. Required mowing or shearing of ground covers will be done in the winter to allow new growth during the spring season.
- Shrub pruning, thinning and trimming shall be accomplished on a regular basis to maintain a neat appearance.
- Shrubs shall be pruned to promote strength and accentuate the shrubs natural forms and features, minimize balling, shearing, etc.
- Ground covers shall be mowed on an annual basis as necessary.
- Plant material shall be fertilized on a regular basis before showing any sign of nutritional deficiencies.
- Minor pesticide application.
- Replacement of dead shrubs and groundcover plantings.

Irrigation

The scope of the irrigation check shall include, but not be limited to, the following:

- The system shall be routinely checked twice each month.
- Adjust programming to apply water in accordance with plant requirements based upon weather and soil conditions, and to minimize water runoff.
- Clean and adjust the sprinkler heads and nozzles as needed. Adjust spray patterns to insure coverage and prevent overspray on to the paved areas and buildings.
- Remote control valves shall be checked for proper operation. Valve boxes shall be cleared on top and clean on the inside.
- Minor irrigation repairs (e.g., pipe cracks, joint leaks, damaged spray heads or nozzles, etc.) shall be repaired immediately. The need for more significant repairs shall be brought to the attention of the City for authorization prior to the work being undertaken.

WEED ABATEMENT

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

The City has placed significant restrictions on the use of the large sloped areas within each of the lots. These areas are intended to remain unimproved and covered with "native" vegetation installed by the Developer. Such vegetation tends to become a fire hazard during the summer months if left unchecked.

The Contra Costa Fire District requires that all vegetation be maintained at a height of no more than 3 inches. Weeds and grasses must be mowed with the material raked, bagged, and removed from the

property. This work must be accomplished by the end of June, at the very latest. Re-growth could necessitate additional abatement during the fire season.

Detailed Scope of Work – City's Responsibility

The scope of weed abatement work shall include, but not be limited to, the following:

- Each spring, prior to the date established by the Contra Costa Fire District, all sloped areas between the open wire fences at the rear of each building pad and the lot property line, shall be mowed by hand to a height of less than 3 inches. The excess materials generated by the mowing shall be raked, placed in bags, and legally disposed of offsite.
- When needed due to re-growth of the vegetation, the process as specified shall be repeated.

STORM DRAINAGE FACILITIES

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the subdivision construction, a storm drainage system has been constructed within the streets of the project. The system includes concrete collection ditches (known as "J" and "V" ditches), storm drain pipes interconnecting and running between manholes and catch basins. The system also includes five large storage pipes (36" and 48" in diameter with a total length of 728 feet). The storage pipes also include observation structures for inspection and cleaning, if required. These storage pipes have been designed to collect the storm runoff from the streets and delay the discharge of the runoff into the remainder of the storm drain system by metering the discharge flows. The intent of this delay is to keep the peak flow rate of the storm water discharge leaving the project at the same or lower rate that existed prior to construction of the project.

In order to continue to work as designed, the system must be kept clear of sediment, trash and debris.

Detailed Scope of Work – City's Responsibility

The scope of storm drain facility maintenance work shall include, but not be limited to, the following:

- Each year, by October 15th, each storm drain structure and facility (concrete ditches, manholes, catch basins, and storage pipes) shall be inspected for build-up of sediment and debris.
- Each structure shall be cleaned as necessary using a truck-mounted vacuum system.
- The concrete ditches shall be cleaned of all weeds and trash by hand. The materials generated shall be placed in bags, and legally disposed of offsite.
- Cracks in the concrete ditches and structures shall be repaired.
- If necessary, the structures shall be treated for vector (mosquitoes) infestation as necessary with Larvicide dunks.
- Upon completion of the inspection and work, the contractor shall file a written report, including photos of the findings and maintenance work, with the City indicating the results of the inspection and work, including a description of amount and type of debris removed, depth of sediment observed in the structures, and a description of repairs that the Contractor believes necessary to maintain the integrity of the storm drainage facilities.
- Any major repairs deemed necessary by the City shall be performed under separate written authorization.

STORMWATER TREATMENT FACILITIES

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the subdivision construction, stormwater treatment facilities have been constructed both in the street and on each lot. The in-street facility consists of a single Vortech 3000 Hydrodynamic Separator unit located near Rialto Drive. The on-lot treatment facilities consist of one or two bioretention filtration planters ("planters") on each lot as well as small collection pipes which convey the runoff to the planters. In addition, the collection systems on some lots may include trench drains adjacent to the end of the driveways to collect runoff from the driveways.

The planters have been sized to accept and treat all of the on-lot runoff from impervious surfaces. The planters include 18" of filter soils placed on top of a thick layer of permeable rock. The runoff that enters the planter is cleaned as it percolates through the filter soils and into the permeable rock. The permeable rock layer includes a 24" storage pipe and smaller perforated drains to collect the runoff. The outflow from the storage pipes is metered by a small orifice opening to limit the rate of discharge as required by the latest stormwater regulation.

In addition to the filter soils, treatment of the runoff is accomplished by the vegetation planted in the filter soils. It is the responsibility of the individual property owners to maintain the vegetation and surface condition of the planters as well as the on-lot collection pipe system. It should be understood that the types of plantings installed by the Developer were selected from a pre-approved list of plant materials published by the Contra Costa Clean Water Program. Any vegetation that must be replaced, at any time, can only be replaced with the same or another pre-approved plant.

The stormwater treatment regulations require routine and annual inspections of all facilities, the results of which are required to be reported to the Regional Water Quality Control Board. If these inspections note that the property owner has not properly maintained the on-lot collection system, planters or vegetation, or replaced any plantings with non-approved types, a notice of deficiency will be issued to the property owner. If the property owner fails to satisfy the notice of deficiency within the time period specified on the notice, such failure shall be reported to the Regional Water Quality Control Board and may subject the property owner to fines as high as \$10,000 per day.

Detailed Scope of Work – Homeowners' Responsibility

The scope of the property owners' responsibility shall include, but not be limited to, the following routine work:

- Inspect the driveway trench drain, its entrances (grates) and exits. Look for obstructions, vegetation, debris, litter, sediment, etc., blocking the entrances and exits of the trench drain. If necessary, clear trench drain, exits and entrances by hand and with hand tools. Ensure that water flows freely into and out of the trench drain.
- Inspect for large vegetation growing within 4" of the trench drain entrance or exit. Remove any invasive plants, weeds, shrubs, or any plant with a woody stem within 4" of trench drain entrance or exit.
- Inspect the outlets of the collection system in each of the planters for plugging caused by debris. Look for evidence of erosion in the planter surface. Inspect side soils and/or rocks placed around the edges of the planters. Repair and/or replace any erosion or missing rocks. Clear outlets as necessary.
- Examine vegetation to ensure it is healthy and dense enough to provide filtering and to protect soils from erosion, Replenish mulch as necessary, remove fallen leaves and debris, prune large

shrubs or trees. Replace dead plants and remove invasive vegetation. Confirm that the irrigation is adequate and not excessive.

Detailed Scope of Work – City's Responsibility

The scope of the City's responsibility shall include, but not be limited to, the following:

- Each year, prior to the rainy season, the City, or its contractor, shall undertake a complete inspection and testing of the in-street and on-lot stormwater treatment systems in accordance with the project's Stormwater Control Operation & Maintenance Manual.
- Maintain Vortech 3000 Hydrodynamic Separator unit in accordance with the manufacturer's operation and maintenance requirements. This work shall include removal and disposal of accumulated sediment. Monitor and treat for vector (mosquitoes) infestation as necessary with Larvicide dunks.
- Upon completion of the inspection and work, the contractor shall file a written report, including photos of the findings and the maintenance work, with the City indicating the results of the inspection and work, including a description of amount and type of debris removed, depth of sediment observed in the structures, and a description of repairs that the Contractor believes necessary to maintain the integrity of the stormwater treatment facilities.
- Standard City fees will be paid to the City directly by the BAD and are not a part of this contract.
- Any major repairs deemed necessary by the City shall be performed under separate written authorization.

STREET LIGHTING FACILITIES

DESCRIPTION AND DETAILED SCOPE OF WORK

Description

As part of the subdivision construction, a street lighting system, consisting of four street lights and associated wiring and boxes, was installed.

Detailed Scope of Work – City's Responsibility

The scope of streetlighting system work shall include, but not be limited to, the following:

- Routinely inspect and replace parts as needed
- Payment for the supply of electricity from PG&E. (Note: the electrical billing for the street lights will be paid by the City directly to PG&E and is not a part of the contract)

RESOLUTION NO. XX-2020

A RESOLUTION CONDEMNING RACISM

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

WHEREAS, communities throughout California and the nation are hurt, outraged and grieving over the deaths of George Floyd, Breonna Taylor, and other men and women, whose lives were unjustly taken; and

WHEREAS, the recent events have reminded us that racism persists in our country, and have heightened our awareness regarding ongoing racism, racial injustice, inequity and violence against Black People and all People of Color; and

WHEREAS, the COVID-19 pandemic has also generated unacceptable hate crimes, harassment and discrimination against Asian People; and

WHEREAS, the City of Clayton values the safety of all who live, work, and visit Clayton, free of racism, discrimination and threat of violence; and

WHEREAS, all members of the Clayton City Council are committed to listening and learning in order to make those changes that are necessary to root out racism and bias in our community, and

WHEREAS, the Clayton City Council, and the employees of the City of Clayton are committed to ensure that all people are accepted and welcomed in Clayton regardless of race, religion, sexual orientation, disability status, gender, gender identity, ethnic or national origin, and physical or mental ability.

NOW THEREFORE, BE IT RESOLVED that the Clayton City Council hereby condemns racism and stands in solidarity with Black People and all People of Color; and

BE IT FURTHER RESOLVED that the Clayton City Council hereby commits to actively work to bridge divisions, build inclusivity, and strengthen our community; and

BE IT FURTHER RESOLVED that the Clayton City Council hereby pledges to seek ways to assess and modify city policies, operations and services to address insidious forms of racism and prejudice.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 21st day of July 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

DATE: July 21, 2020

SUBJECT: RESOLUTION 38-2020 AUTHORIZING A SALARY ADJUSTMENT FOR THE ASSISTANT TO THE CITY MANAGER FOR SERVING AS ACTING CITY MANAGER

RECOMMENDATION

Adopt Resolution 38-2020 Authorizing a Salary Adjustment for the Assistant to the City Manager for Serving As Acting City Manager.

BACKGROUND

The City of has been without a City Manager since May 29, 2020, and Laura Hoffmeister (the Assistant to the City Manager) has been serving as Acting City Manager since May 29, 2020. During this extended period of time in which Ms. Hoffmeister has served as Acting City Manager, the City has been operating under significant and unusual conditions due to an epidemic in the form of the global spread of a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19").

Ms. Hoffmeister has also assisted in welcoming and training two new department heads and the adoption of the annual budget. In light of the extended period of time Ms. Hoffmeister has served in the position of Acting City Manager along with the highly unusual and significant conditions the City has had to operate under in light of COVID-19 and welcoming and training two new department heads, the Council desires to compensate Ms. Hoffmeister for serving as Acting City Manager.

The Mayor has been discussing and negotiating a potential adjustment in compensation with Ms. Hoffmeister beginning around the time of her appointment to the acting position, and therefore, the Council desires to make the adjustment in compensation retroactive to May 29, 2020. Effective May 29, 2020 through July 21, 2020, Laura Hoffmeister, the Assistant to the City Manager shall receive the full time equivalent monthly compensation of

\$14,123. We understand that the additional amount to be paid shall be \$10,318 for this period. Effective July 21, 2020, her compensation shall revert to the pre-existing level in place on May 28, 2020.

Resolution 38-2020 Authorizing the Salary Adjustment for the Acting City Manager is attached.

RESOLUTION NO. 38-2020
RESOLUTION OF THE CLAYTON CITY COUNCIL
AUTHORIZING A SALARY ADJUSTMENT FOR THE ASSISTANT TO
THE CITY MANAGER FOR SERVING AS ACTING CITY MANAGER

WHEREAS, the City of has been without a City Manager since May 29, 2020, and Laura Hoffmeister (the Assistant to the City Manager) has been serving as Acting City Manager since May 29, 2020.

WHEREAS, during this extended period of time in which Ms. Hoffmeister has served as Acting City Manager, the City has been operating under significant and unusual conditions due to an epidemic in the form of the global spread of a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19"), and

WHEREAS, Ms. Hoffmeister has also assisted in welcoming and training two new department heads and the adoption of the annual budget; and

WHEREAS, in light of the extended period of time Ms. Hoffmeister has served in the position of Acting City Manager along with the highly unusual and significant conditions the City has had to operate under in light of COVID-19 and welcoming and training two new department heads, the Council desires to compensate Ms. Hoffmeister for serving as Acting City Manager.

WHEREAS, the Mayor has been discussing and negotiating a potential adjustment in compensation with Ms. Hoffmeister beginning around the time of her appointment to the acting position, and therefore, the Council desires to make the adjustment in compensation retroactive to May 29, 2020.

BE IT RESOLVED that, effective May 29, 2020 through July 21, 2020, Laura Hoffmeister, the Assistant to the City Manager shall receive the full time equivalent monthly compensation of \$14,123. Effective July 21, 2020, her compensation shall revert to the pre-existing level in place on May 28, 2020.

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 21st day of July 2020, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Julie Pierce, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

DATE: July 21, 2020

**SUBJECT: AUTHORIZE THE MAYOR TO EXECUTE THE INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT**

RECOMMENDATION

Authorize the Mayor to execute the Interim City Manager's Employment Agreement.

BACKGROUND

The City Council has been in the process of looking for an Interim City Manager since the resignation of the City Manager. The City Council directed the City Attorney to prepare an employment agreement with Fran Robustelli for Interim City Manager.

Fran Robustelli most recently served as the Assistant City Manager for the City of Napa and prior to that as the Assistant and Interim City Manager for the City of Walnut Creek. She has over 25 years of professional local government experience working in diverse communities and multi-service organizations with a proven track record of building top performing teams and successful implementation and administration of strategic organizational policies, programs and initiatives. She will be assisting the City of Clayton during the transition for a permanent City Manager.

The Interim City Manager's Employment Agreement provides for a start date of July 22, 2020, salary of \$190,000, a car allowance of \$400 per month and a technology allowance. The Interim City Manager's Employment Agreement is attached here for your consideration.

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of Clayton, a municipal corporation of the State of California (the “City”) and Fran Robustelli (“Employee”). It is made effective as of July 22, 2020.

This Agreement is entered into on the basis of the following facts:

- A. Due to a vacancy, the City has an immediate need for an employee to temporarily perform the position of City Manager, a position involving specialized skills including senior management and leadership skills;
- B. The City wishes to have Employee perform the critically necessary on-going duties and functions of the City Manager position on an interim basis while the City conducts a search for a regular replacement.
- C. Employee desires to accept employment by the City as its Interim City Manager.
- D. The City Council and Employee desire to establish this temporary employment relationship, subject to the terms and conditions set forth in this Agreement pertaining to compensation and benefits and related matters.

BASED UPON THE FOREGOING, THE CITY AND EMPLOYEE AGREE AS FOLLOWS:

- 1. Employee Appointed. The City appoints and employs Employee as Interim City Manager, and Employee accepts the appointment and employment. Employee will commence work July 22, 2020 (the “Effective Date”).
- 2. Duties of Employee. Employee shall perform the duties established for the City Manager by State law, the Clayton Municipal Code, the City Manager job description, the directions of the City Council, or as otherwise provided by law, ordinance, or regulation.

(a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City's business and affairs.

(b) No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Further, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Clayton.

(c) Outside Activities. Employee shall not spend more than eight (8) hours per month in teaching, consulting, expert witness testimony, speaking, or other non-City connected business for which compensation is paid without express prior consent of the City Council. Employee will take personal leave (i.e. vacation time) for all outside activities of this nature.

3. Hours of Work. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. Employee does not have set hours of work as Employee is expected to be available at all times. It is recognized that Employee must devote a great deal of time to the business of the City outside of the city's customary office hours, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the City Council.

4. Term. Employee is appointed as Interim City Manager beginning on July 22, 2020. Such employment is “at will,” subject to the terms of this Agreement and to the pleasure of the City Council.

5. Compensation. Employee shall receive the base annual salary of One Hundred Ninety Thousand Dollars (\$190,000), payable on a pro-rata basis on established paydays and in accordance with payroll in the same manner as all full time City employees, and subject to all applicable payroll taxes and withholdings.

6. Regular Benefits and Allowances. Employee shall be entitled to participate in employee benefits (in the form of health insurance, retirement benefits, and paid time off), adopted by Employer for department manager employees from time to time, subject to applicable qualification requirements and regulatory approval requirements, if any. All benefits are subject to change consistent with City policy, Council approval, and applicable law.

(a) Automobile. Employee shall receive a monthly vehicle allowance of Four Hundred Dollars (\$400.00) per month. The parties intend for this taxable allowance to be in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employee shall not be separately reimbursed for mileage driven in his personal vehicle.

(b) Retirement.

(i) CalPERS: Employer agrees to enroll Employee into the California Public Employees Retirement System (“CalPERS”) and shall pay the CalPERS Employer share subject to this section. Employee shall be responsible for paying the CalPERS Employee share. In addition, City shall provide Employee with a deferred compensation plan into which he may deposit funds from his or her salary.

(ii) Deferred Compensation: Employer maintains a deferred compensation plan pursuant to Internal Revenue Code Section 457 (“the Plan”). Employee shall be

allowed to make contributions from his or her own wages to the Plan, subject to limitations and restrictions imposed by the Plan and applicable law.

(c) Technology Allowance. Employee shall receive either a City-owned cell phone and (accompanying City-paid plan) or a \$50 monthly taxable technology allowance to use towards his or her personal discretionary technological purchases and expenses in furtherance of employment (e.g. cellular phone, tablet, data plan, laptop computer). The parties intend this allowance to cover all technology-related costs that Employee incurs in the course and scope of his or her employment with the City.

7. Termination of Employment.

(a) At Will Employment. Employee understands and agrees that this Agreement can be terminated at will, at any time, for any reason, by either Employee or the City. No payment is due upon separation, other than payment for any wages earned as of the effective date of termination.

(b) No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as Interim City Manager. Employee understands and agrees that Employee works at the will and pleasure of the City Council, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members.

8. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

9. Payment of Expenses of Employment. The City shall pay the following usual and customary employment expenses.

(a) The cost of any fidelity or other bonds required by law for the City Manager.

(b) Subject to Section 8 of this Agreement, the cost to defend and indemnify Employee to the full extent of the law as provided by the California Government Claims Act (Government Code §810 *et seq.*), or otherwise. Notwithstanding the foregoing, City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

10. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

- (i) served personally; or
- (ii) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or two (2) days following transmission to an overnight carrier.

CITY:

City of Clayton
Attn: Mayor
6000 Heritage Trail
Clayton, CA 94517
Phone: (925) 673-7300
Fax: (925) 672-4917

EMPLOYEE:

Fran Robustelli

Address on file

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2.

If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(i) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the City for such amounts paid;

(ii) if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and

(iii) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City or void if not yet paid to Employee.

For this subsection, “abuse of office or position” means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

(d) Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, each party shall bear their own fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

(e) Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

(f) Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

(g) Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Contra Costa County, California.

(i) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

(j) No Assignment. Employee may not assign this Agreement in whole or in part.

SIGNATURE PAGE FOR INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

Dated: _____

CITY OF CLAYTON

Julie Pierce, Mayor

Dated: _____

EMPLOYEE

Fran Robustelli, Employee

Attest:

Janet Calderon, City Clerk

Approved as to Form:

Mala Subramanian, City Attorney

MINUTES
REGULAR MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

June 16, 2020

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 8:28 p.m. by Chairperson Jeff Wan. Board Members present: Chairperson Wan, Vice Chair Diaz, Board Members Catalano, Pierce and Wolfe. Board Members absent: None. Staff present: Assistant to the City Manager Laura Hoffmeister, GHAD District Manager Scott Alman, General Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **CONSENT CALENDAR** – It was moved by Board Member Pierce, seconded by Board Member Catalano, to approve the Consent Calendar as submitted. (Passed; 5-0 vote).
 - (a) Approved the Board of Directors' minutes for its regular meeting on December 3, 2019.

3. **PUBLIC COMMENTS** – None.

4. **PUBLIC HEARINGS** – None.

5. **ACTION ITEMS**
 - (a) Presentation and consideration of a Resolution to approve the proposed Oakhurst Geological Hazard Abatement District (GHAD) Budget for Fiscal Year 2020-21 and set a Public Hearing to be held on July 21, 2020 to consider the levy of the corresponding real property tax assessments for FY 2020-21.

GHAD District Manager Scott Alman presented the staff report.

Chairperson Wan opened the item to public comments; no comments were offered.

Chairperson Wan requested a list be brought back specifying how the funds are being used; as previously requested.

It was moved by Board Member Pierce, seconded by Board Member Diaz, to adopt GHAD Resolution No. 01-2020 approving a budget and declaring intention to levy and collect assessments for the Oakhurst Geological Hazard Abatement District for Fiscal Year 2020-21, and

GHAD Agenda Item 3a
setting July 21, 2020 as the Public Hearing date on the proposed
GHAD real property tax assessments for FY 2020-21. (Passed; 5-0
vote).

7. **BOARD ITEMS** – None.

8. **ADJOURNMENT** - on call by Chairperson Wan the Board meeting
adjourned at 8:36 p.m.

#

Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Jeff Wan, Chairperson



Agenda Date: 7-21-2020

Agenda Item: GHAD 4a

GHAD STAFF REPORT

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: SCOTT D. ALMAN, P.E., DISTRICT GENERAL MANAGER

DATE: JULY 21, 2020

**SUBJECT: NOTICED PUBLIC HEARING TO CONSIDER THE GEOLOGICAL
HAZARD ABATEMENT DISTRICT (GHAD) PROPOSED REAL
PROPERTY TAX ASSESSMENTS FOR FISCAL YEAR 2020-2021.**

RECOMMENDATION

The General Manager recommends the GHAD Board of Directors open the Public Hearing, receive and real property owners' comments on the 2020-21 GHAD Budget and proposed annual 1.1% Consumer Price Index adjustment, and continue the hearing to August 4, 2020.

BACKGROUND

Additional time is needed to include and ensure all information that was requested by Councilmember Wan into the GHAD report information.