



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, August 2, 2022

7:00 P.M.

***** NOTICE *****

*Members of the public will be able to participate either in-person at
Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517
or
remotely via Zoom.*

Mayor: Peter Cloven
Vice Mayor: Holly Tillman

Council Members

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

Tonight's meeting will be conducted both in-person and remotely via Zoom. As a courtesy, and technology permitting, members of the public may continue to provide live remote oral comment via the Zoom video conferencing platform. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time.

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_06q0GcosRnmvy4dNOutGlw

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 janetc@claytonca.gov 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_06q0GcosRnmvy4dNOutGlw

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 ***

August 2, 2022

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

2. **MEETING PROTOCOL VIDEO**– City Clerk

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

4. **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 regular meeting of July 19, 2022.
(City Clerk) ([View here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance)
([View here](#))
- (c) Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361. (City Manager) ([View here](#))
- (d) Adopt a Resolution Awarding a Contract to Specified Play Equipment Company in the Amount of \$326,785 for Replacement of Play Structures at the Clayton Community Park (Capital Improvement Plan Project No. 10454).
(Community Development Director) ([View here](#))
- (e) Contract with Sher Edling LLP for specialized legal services related to the City's claims for relief from damages from PCBs and/or other contaminants.
(City Attorney) ([View here](#))
- (f) Ratify Letter Opposing Unless Amended Senate Bill 932, As Amended June 20, 2022 (Portantino) Relating to General Plan Circulation Elements. (City Manager)
([View here](#))

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

6. REPORTS

- (a) City Manager/Staff
- (b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

7. 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.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Adopt a Resolution Updating the Clayton Fountain Operational Policy to Add Additional Dates of Fountain Operation. (City Manager) ([View here](#))
- (b) Adopt a Resolution Approving a Library Lease and Service Agreement Between the County of Contra Costa and the City of Clayton for FY 2022/23 and Future Years. (City Manager) ([View here](#))
- (c) Approve by Minute Order a Memorandum of Agreement with Clayton Theatre Company Reflecting Endeavor Hall Rental Rate Discount. (Finance Director) ([View here](#))

10. CLOSED SESSION – None.

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

12. ADJOURNMENT - the next scheduled City Council meeting will be August 16, 2022.

#

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

TUESDAY, July 19, 2022

6:15 P.M.

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 6:15 p.m. by Mayor Cloven via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Cloven, Vice Mayor Tillman, and Councilmembers Diaz (arrived at 6:16 p.m.), Wan (arrived at 6:23 p.m.), and Wolfe. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

2. **CLOSED SESSION**

- (a) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Gov. Code section 54956.9(d)(1) City of Long Beach et al. v. Monsanto Company et al., United States District Court, Central District, Case No. 2:16-cv-03493-FMO-AS (class action)
 - (b) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Gov. Code section 54956.9(d)(4)- 1 potential case

- Short Recess -
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3. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:00 p.m. by Mayor Cloven via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Cloven, Vice Mayor Tillman, and Councilmembers Diaz, Wan, and Wolfe. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, Finance Director Katherine Korsak, City Engineer Larry Theis and City Clerk/HR Manager Janet Calderon.

4. **MEETING PROTOCOL VIDEO** – City Clerk.

5. **PLEDGE OF ALLEGIANCE** – led by Mayor Cloven.

Report out of Closed Session

(7:05 p.m.) City Attorney Mala Subramanian reported direction was provided to initiate litigation. The details will be available to the public once filed.

6. **CONSENT CALENDAR**

Councilmember Wan pulled item 6(e) for a separate discussion.

It was moved by Councilmember Wolfe, seconded by Vice Mayor Tillman, to approve the Consent Calendar items 6(a) – 6(d) as submitted. (Passed 5-0).

- (a) Approved the minutes of the City Council's regular meeting of June 7, 2022. (City Clerk)
- (b) Approved the Financial Demands and Obligations of the City. (Finance)
- (c) Adopted Resolution No. 56-2022 of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361. (City Manager)
- (d) Approval of Resolution No. 57-2022 Ordering the Levy and Collection of the Annual Special Tax for Fiscal Year 2022/23 for Community Facility District No. 1990-1, 2007 Special Tax Revenue Refunding Bonds (Middle School). (Finance Director)

Consent Calendar Pulled

- (e) Approval of Resolution No. 58-2022 of the City Council of the City of Clayton Appointing CalPERS Retired Annuitant Richard Sanders to the Position of "Extra Help"/Finance Director and Approving an Employment contract Pursuant to California Government Code Section 21224. (Finance Director)

Councilmember Wan inquired on the cost increase versus the item adopted on June 21, 2022 for the temporary Senior Accountant position.

City Manager Reina Schwartz advised the temporary Senior Accountant position will include benefits, whereas the "Extra Help" does not include benefits and limited hours each fiscal year.

Following questions by the City Council, Mayor Cloven opened the public comment.

Howard Geller expressed concern regarding the expense of this item, when the City has capable staff.

Mayor Cloven closed the public hearing.

It was moved by Vice Mayor Tillman, seconded by Councilmember Wan, to adopt Resolution No. 58-2022 Appointing CalPERS Retired Annuitant Richard Sanders to the Position of "Extra Help"/Finance Director for the City of Clayton, CA and Approving an Employment Contract Pursuant to California Government Code Section 21224. (Passed 4-1; Wan, No).

7. RECOGNITIONS AND PRESENTATIONS - None.

8. REPORTS

- (a) City Manager Reina Schwartz advised the Draft Housing Element has been submitted, noted there is a meeting tomorrow to discuss a Geological Hazard Abatement Schedule of Services, and briefly discussed the current paving project and future paving project processes.
- (b) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Wolfe thanked the City Manager for the paving project update, attended the Special City Council Meeting, attended the East Contra Costa Habitat Conservancy meeting, attended the Pride Committee meeting, attended the 4th of July Parade meeting, attended the Clayton Business and Community Association BBQ Committee meeting, attended the Clayton Business and Community Association advisory committee meeting, met with the Mayor, met with the City Manager, attended the Endeavor Hall Committee meeting, congratulated Coach Culp and Clayton Smarties (Odyssey of the Mind) team, thanked Sandy Johnson, Laura Hoffmeister, Julie Pierce and Janet Calderon for their assistance with the 4th of July Parade committee and welcomed Gabby to the 4th of July Parade committee.

Councilmember Diaz attended the Classic Car Show and DJ event, attended the Special City Council Meeting, attended the East Bay Regional Communications System Authority (EBRCS) meeting, attended the Fire District change in command event, attended the Concerts in The Grove, and attended the 4th of July Parade, attended the Classic Car Show and DJ event, attended the Clayton Business and Community Association BBQ Cook-off event, attended the Contra Costa Mineral and Gem Society event at Endeavor Hall, met with Doug Moore Oakhurst Country Club co-owner, attended the Concert in The Grove, attended the Endeavor Hall committee meeting, met with the Police Chief and met with the City Manager.

Councilmember Wan spoke and emailed constituents and participated in the 4th of July Parade.

Vice Mayor Tillman attended the Special City Council meeting, participated in the Pride Parade, participated in the 4th of July Parade, thanked the Pride Parade committee and City staff for their work on this event, volunteered at the Clayton Business and Community Association BBQ Cook-off event, attended multiple post-parade meetings, met with the City Manager, emailed and called constituents, met with the Mayor, met with the City Manager.

Mayor Cloven participated in the 4th of July Parade, attended the Pride Parade, attended Concerts in The Grove, attended the Celebration of Life honoring Rory Richmond, attended the Clayton Business and Community Association BBQ Cook-off event, attended Concerts in The Grove, and spoke with constituents regarding paving and budget issues.

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

10. **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 2022/23. (City Engineer)

City Engineer Larry Thesis presented the report.

Following questions by the City Council, Mayor Cloven opened the public hearing.

Howard Geller noted property management costs have risen and encouraged the City Council to raise the assessment 4% in order to find a new maintenance provider.

Mayor Cloven closed the public hearing.

It was moved by Councilmember Wan, seconded by Councilmember Tillman, to adopt Resolution No. 59-2022 Confirming Assessments for the Operation and Maintenance of Improvements within the Diablo Estates at Clayton Benefit Assessment District for Fiscal Year 2022/23. (Passed 5-0).

11. **ACTION ITEMS** – None.

12. **COUNCIL ITEMS** – None.

13. **ADJOURNMENT**– on call by Mayor Cloven, the City Council adjourned its meeting at 8:04 p.m.

The next regularly scheduled meeting of the City Council will be August 2, 2022.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Peter Cloven, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KATHERINE KORSAK, FINANCE DIRECTOR
JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 8/2/22

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Amount
Obligations dated 8/1/22	Accounts Payable	\$443,446.26
Payroll Reconciliation Summary	Payroll, Taxes	\$ 96,207.43
	Total Required	\$ 539,653.69

Attachments:

1. Obligation report dated 8/1/2022 (4 pages)
2. Payroll Reconciliation Summary report PPE 7/24/22 (2 pages)

City of Clayton Obligations for 8/2/22 City Council Meeting

Vendor name	Invoice date	Invoice number	Invoice description	Amount
ABAG	08/01/2022	AR029127	ABAG Member dues FY 2023	\$3,578.00
All-Guard Systems, Inc.	08/01/2022	S114343	Library alarm repair	\$265.00
All-Guard Systems, Inc.	08/01/2022	A373085	EH Annual alarm monitoring FY 2023	\$663.12
All-Guard Systems, Inc.	08/01/2022	A114344	Library alarm repair	\$146.34
Matilde Ambojia	08/01/2022	EH072322	Deposit refund	\$1,000.00
American Fidelity Assurance Company	08/01/2022	D475577	Supplemental insurance July 2022	\$752.80
American Fidelity Assurance Company	08/01/2022	6057171	FSA PPE 7/24/22	\$115.00
AnchorCM	08/01/2022	22-003-4327.8	Eng Svcs - Diablo Estates, June 2022	\$126.74
AnchorCM	08/01/2022	22-003-4327.7	Eng Svcs - CIP10449, June 2022	\$16,368.00
AnchorCM	08/01/2022	22-003-4327.6	Eng Svcs - Diablo Meadows, June 2022	\$6,349.75
AnchorCM	08/01/2022	22-003-4327.5	Eng Svcs - Assessment Districts, June 2022	\$9,133.72
AnchorCM	08/01/2022	22-003-4327.4	Eng Svcs - PG&E inspections, June 2022	\$1,075.50
AnchorCM	08/01/2022	22-003-4327.3	Eng Svcs - CCWD inspections, June 2022	\$358.50
AnchorCM	08/01/2022	22-003-4327.2	Eng Svcs - AT&T inspections, June 2022	\$597.50
AnchorCM	08/01/2022	22-003-4327.1	Eng Svcs - CAP inspections, June 2022	\$1,256.00
AnchorCM	08/01/2022	22-003-4327	Engineering svcs June 2022	\$12,000.00
AT&T (CalNet3)	08/01/2022	18523561	Phones 6/22/22-7/21/22	\$1,298.72
Axon Enterprise, Inc	08/01/2022	INUS084579	PD Dynamic Bundle	\$8,613.00
Bank of America	08/01/2022	June2022	Bank fees June 2022	\$561.31
Craig M Bryant	08/01/2022	091022	Concert in The Grove 9/10/22	\$2,500.00
CalPERS Health	08/01/2022	16871390	Medical August 2022	\$36,550.46
CalPERS Retirement	08/01/2022	072422	Retirement PPE 7/24/22	\$18,016.43
Caltronics Business Systems	08/01/2022	3542778	Copier usage 6/19/22-7/18/22	\$86.04
Caltronics Business Systems	08/01/2022	3541139	Copier usage 6/18/22-7/17/22	\$359.33
CCWD	08/01/2022	A Series	Water 5/3/22-7/4/22	\$53,019.93
City of Pleasant Hill	08/01/2022	CLA04 900007226	Transpac fees FY 2023	\$30,372.00
Comcast Business (The Grove Park)	08/01/2022	071022	The Grove Park internet 7/15/22-8/14/22	\$113.24
CCC Department of Conservation & Development	08/01/2022	2022Q4	CASp fee Q4FY22	\$350.20
CCC Employment & Human Services	08/01/2022	CIC FY22	Children's Interview Center FY 2022	\$500.00
CCC Law & Justice Systems	08/01/2022	LJIS 22-Cly	ACCJIN Shared costs FY 2022	\$2,165.75
De Lage Landen Financial Services, Inc.	08/01/2022	77095816	Copier lease August 2022	\$1,004.49
De Lage Landen Financial Services, Inc.	08/01/2022	76955538	PD copier lease July 2022	\$123.52
Dillon Electric Inc	08/01/2022	4675	Install new batteries and solar panels on street flashers	\$1,575.00
Division of the State Architect	08/01/2022	2022-Q4	CASp fees Q4 FY22	\$41.20
Drew Harrison DBA The Sun Kings	08/01/2022	082722	Concert in The Grove Park 8/27/22	\$3,500.00
Globalstar LLC	08/01/2022	35256707	Sat phone 7/16/22-8/15/22	\$137.13
GovInvest, Inc	08/01/2022	2022-3809	OPEB & Pension Modules FY 2023	\$10,500.00
Harris & Associates, Inc.	08/01/2022	53548	Eng. Svcs, Pavement Preservation, June 2022	\$9,680.00
HdL Coren & Cone	08/01/2022	SIN019881	Contract svcs Property Tax Q1 FY 23	\$1,923.75
HdL Software, LLC	08/01/2022	SIN019111	Online staff training for Business license software	\$150.00
J&R Floor Services	08/01/2022	Seven2022	Janitorial svcs July 2022	\$5,068.00
Robin Kelley	08/01/2022	EH061722	Deposit refund	\$500.00
Kenneth Joiret	08/01/2022	091022	Concert Sound 09/10/22	\$1,200.00
Kenneth Joiret	08/01/2022	082722	Concert Sound 08/27/22	\$1,200.00
Kenneth Joiret	08/01/2022	081322	Concert Sound 08/13/22	\$1,200.00

City of Clayton Obligations for 8/2/22 City Council Meeting

Paul Kent	08/01/2022	081322	Concert in The Grove 08/13/22	\$2,750.00
LarryLogic Productions	08/01/2022	2027	CC meeting production July 2022	\$520.00
Kevin McCracken	08/01/2022	AST071122	Mileage reimbursement for training class 4 days in Pinole	\$147.00
Michael McKinley	08/01/2022	CAP0431	Deposit refund	\$1,765.25
MII Training Innovations, LLC	08/01/2022	6	PD Training 09/26/22	\$475.00
Mission Square Retirement	08/01/2022	20220630-109-320171A	Annual plan fee Q1 FY23	\$125.00
Mission Square Retirement	08/01/2022	072422	457 Plan contributions PPE 7/24/22	\$2,154.76
Motorola	08/01/2022	31211	PD radio lease pmt 9/1/22-8/31/23	\$33,524.78
MPA	08/01/2022	INV002736	Medicare tax for STD program Q4FY22	\$80.34
MPA	08/01/2022	INV002714	EAP Q4 FY 2022	\$315.09
Nationwide	08/01/2022	072422	457 Plan contribution PPE 7/24/22	\$500.00
Kimberly Palumbo	08/01/2022	EH062622	Deposit refund	\$500.00
Paylocity Corporation	08/01/2022	1106588852	Payroll fees July 2022	\$517.00
Paylocity Corporation	08/01/2022	1097790224	Payroll fees February 2022	\$477.50
Paylocity Corporation	08/01/2022	109627927	Payroll fees January 2022	\$519.00
PG&E	08/01/2022	95584747414	Energy 6/22/22-7/18/22	\$684.52
PG&E	08/01/2022	25721773593	Energy 6/22/22-7/30/22	\$29.43
PG&E	08/01/2022	21131511004	Energy 5/20/22-6/20/22	\$13.45
PG&E	08/01/2022	21131511004	Energy 6/20/22-7/20/22	\$12.76
PG&E	08/01/2022	12669705548	Energy 6/21/22-7/18/22	\$189.25
PG&E	08/01/2022	12180963055	Energy 6/22/22-7/18/22	\$4,646.11
Precision Civil Engineering (PCE)	08/01/2022	26799	21-359.1 ADU Ordinance	\$190.00
Precision Civil Engineering (PCE)	08/01/2022	26798	21-359 Pre-approved ADU Plans	\$8,226.25
Prestige Printing & Graphics	08/01/2022	78589	PD Business cards	\$209.36
Quadient Leasing USA, Inc	08/01/2022	N9498483	Postage machine lease 5/16/22-8/15/22	\$512.53
RCN Communications, LLC	08/01/2022	37778	PD Antenna	\$210.71
Roto-Rooter Sewer/Drain Service	08/01/2022	510-24175475	Library plumbing repair	\$415.00
Site One Landscape Supply, LLC	08/01/2022	121525849-001	Irrigation parts	\$480.78
Stericycle Inc	08/01/2022	3006100759	Medical waste disposal	\$71.66
Texas Life Insurance Company	08/01/2022	SM0F1B20220714001	Supplemental insurance	\$42.25
Underground Service Alert Of N.CA & NV	08/01/2022	2022112766	811 Member + Billable ticket fee 2022	\$775.01
Underground Service Alert Of N.CA & NV	08/01/2022	112766USB22	CA state fee for regulatory costs	\$304.20
US Bank (CM 9690)	08/01/2022	6567189	Redevelopment bond fiscal agent fee	\$2,398.00
US Bank (CM 9690)	08/01/2022	6565432	CFA Admin fee 6/1/22-5/31/23	\$2,860.00
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Gas struts for tonneau cover for F150 SUSPA, INC	\$89.13
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Irrigation main line repair OUTDOOR SUPPLY CLAYTON	\$21.93
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	American Flags for Outside AMZN MKTP US*1X7FE8X11	\$184.80
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Drain cleaner for PD OUTDOOR SUPPLY CLAYTON	\$46.13
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	California flags AMZN MKTP US*1R66Q1XZ2	\$28.26
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	POZOY Double Sided California flags AMZN MKTP US*1R2ZJ80	\$20.65
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Rollers for graffiti cover OUTDOOR SUPPLY CLAYTON	\$29.60
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Parts to hang flags OUTDOOR SUPPLY CLAYTON	\$12.54
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Grffiti removal OUTDOOR SUPPLY CLAYTON	\$29.59
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Grffiti removal OUTDOOR SUPPLY CLAYTON	\$15.34
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Grffiti removal AMAZON.COM*C185Z1CG3	\$164.67
US Bank CalCard	08/01/2022	Stmnt end 6/22/22	Spray gloves AMZN MKTP US*JV3O427N3	\$48.48

City of Clayton Obligations for 8/2/22 City Council Meeting

US Bank CalCard	08/01/2022	Stmt end 6/22/22	Outhouses for toilet repair HONEY BUCKET	\$1,128.48	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	HOUNDSCOOP 800 Count Pull- AMZN MKTP US*HQ53V24Z3	\$156.56	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Cable ties for banners OUTDOOR SUPPLY CLAYTON	\$65.78	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	IT MSFT * E0200IP6RD	\$163.20	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	IT MSFT * E0200IPAZ7	\$15.00	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	COVID test kits WWW.CVS.COM	\$782.67	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Storage unit rent CENTRAL SELF STORAG	\$208.00	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	IT NAMESILO	\$11.79	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	IT AMAZON WEB SERVICES	\$506.38	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	IT ZOOM.US 888-799-9666	\$180.00	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Postage Meter supplies QUADIENT INC ORACLE	\$22.73	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	9255229137,PAUL JACOBSON VZWRLSS*APOCC VISW	\$120.24	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Standard Pro Monthly ZOOM.US 888-799-9666	\$14.99	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	ADIROFFICE STEEL DIGITAL D STAPLES DIRECT	\$292.53	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	4th of July Council banners VISTAPRINT	\$186.69	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	COVID test kits WWW.CVS.COM	\$1,043.57	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Car Wash 76 - PINE HOLLOW ENTERPRI	\$15.99	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Job advertisement CALIFORNIA POLICE CHIEFS	\$400.00	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Job advertisement ASSOCIATIO* CPOA CAREE	\$40.00	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	Monthly charge TLO TRANSUNION	\$75.00	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	DURALAST GOLD BATTERY AUTOZONE #3334	\$223.63	
US Bank CalCard	08/01/2022	Stmt end 6/22/22	STAPLES COPY SELECT 20/94 STAPLS7357804053000001	\$55.33	\$6,399.68
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Library repair OUTDOOR SUPPLY CLAYTON	\$17.55	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Library repair OUTDOOR SUPPLY CLAYTON	\$17.55	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Library repair OUTDOOR SUPPLY CLAYTON	\$63.64	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Training seminars REGIONAL TRAINING CENT	\$540.75	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Cell Phone memory APPLE.COM/BILL	\$0.99	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Bucket truck repair bridge toll FASTRAK VIOLATION CENT	\$7.00	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	FlagSource California Nylo AMZN MKTP US*1R7T11ZU1	\$237.99	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Standard Pro Monthly ZOOM.US 888-799-9666	\$14.99	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	IT MSFT * E0200IBSV1	\$20.16	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	TR GEL RT 1.0 BLACK 5PK QUILL CORPORATION	\$20.56	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	52x108 Brown Rustic Wood SP TABLECLOTHSFACOR	\$25.40	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Name plate for Council Mtgs ALPINE AWARDS	\$99.46	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	9255229137,PAUL JACOBSON VZWRLSS*APOCC VISW	\$120.24	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	IT MSFT * E0200IBSNM	\$159.87	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	IT ZOOM.US 888-799-9666	\$180.00	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Storage unit rent CENTRAL SELF STORAG	\$208.00	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	QB 8.5X11 RCOPY 20 92 10RM QUILL CORPORATION	\$369.71	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	IT AMAZON WEB SERVICES	\$526.96	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Monthly charge TLO TRANSUNION	\$75.00	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	For concert donations QR-CODE-GENERATOR.COM	\$119.88	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Car Wash 76 - PINE HOLLOW ENTERPRI	\$15.99	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	HOT SPLS MENU POUCH 3MIL 2 STAPLES 00113654	\$72.41	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	SCOTCH SURE START SML DISP STAPLES 00113654	\$166.56	

City of Clayton Obligations for 8/2/22 City Council Meeting

US Bank CalCard	08/01/2022	Stmt end 5/23/22	Concert supplies OUTDOOR SUPPLY CLAYTON	\$255.51	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Car Wash 76 - PINE HOLLOW ENTERPRI	\$15.99	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Postage POSTALANNEX SERVICE CENTE	\$30.37	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	FEE HI SOFT DRINKS 12 PACK SAFEWAY #1195	\$42.02	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	ID Cards IMAGE SALES	\$86.11	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	BISSELL 2486 CleanView Bag AMAZON.COM*1312H2FA0	\$106.40	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	WIPES,CLOTH CLEANING,16OZ OFFICE DEPOT 1135	\$10.44	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	MOUSE,WIRELESS,M510 OFFICE DEPOT #948	\$19.56	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Lemon Breeze Trigger 32 OFFICE DEPOT 1135	\$38.84	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	SMALL BINDER CLIPS 12-CT. STAPLS7356915131000001	\$40.27	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	PILOT G2 Premium Refillabl AMAZON.COM*1L3L88T02	\$92.17	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Shredding of confidential docs DIABLO PAPER SHREDD...	\$130.00	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Car Wash 76 - PINE HOLLOW ENTERPRI	\$15.99	
US Bank CalCard	08/01/2022	Stmt end 5/23/22	Training Course WWW.GETSAFEUSA.COM	\$150.00	\$4,114.33
US Bank Trust National Assoc	08/01/2022	CLAYCFD90197	1990-1 9/2/22 debt service	\$65,300.04	
Vision Service Plan (CA)	08/01/2022	815641331	Vision August 2022	\$76.07	
Waraner Brothers Tree Service	08/01/2022	16097	Tree work Oakhurst Dr median	\$27,360.00	
Randall Welty	08/01/2022	EH052022	Deposit refund	\$500.00	
Western Exterminator	08/01/2022	109052C	Pest control July 2022	\$482.05	
Wex Bank-Fleet Cards	08/01/2022	82615427	Fleet fuel stmt end 7/25/22	\$6,332.19	
Kelsey Wiggins	08/01/2022	072322	PD Training Travel reimbursement	\$129.50	
Workers.com	08/01/2022	133359	Seasonal workers week end 7/17/22	\$3,237.61	
Workers.com	08/01/2022	133311	Seasonal workers week end 7/10/22	\$2,804.40	
Workers.com	08/01/2022	133100	Seasonal workers week end 6/12/22	\$3,972.93	
Total				\$433,446.26	

Payroll Summary

City of Clayton

Check Date: 07/29/2022

Process: 2022072901

Pay Period: 07/11/2022 to 07/24/2022

Page 1 of 2

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	28	0.00	72,363.47	72,363.47	
	Totals	28	0.00	72,363.47	72,363.47	→ 72,363.47

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	EFSDU	1	0.00	358.15	358.15	
	Agency	Regular	1	0.00	663.50	663.50	
	Totals		2	0.00	1,021.65	1,021.65	→ 1,021.65
Total Net Payroll Liability				0.00	73,385.12	73,385.12	→ 73,385.12

Tax Liability

CA and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA SDI - Employee	EXEMPT		Semi-Weekly	105,137.45	105,137.45			
California SITW			Semi-Weekly	102,732.69	102,732.69	5,327.96		
Totals						5,327.96	0.00	→ 5,327.96

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000	Quarterly	105,137.45				
California SUI		0.020000	Quarterly	105,137.45				
Totals						0.00	0.00	→ 0.00

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax			Semi-Weekly	102,732.69	102,732.69	14,204.59		
Medicare			Semi-Weekly	105,137.45	105,137.45	1,524.51		
Medicare - Employer			Semi-Weekly	105,137.45	105,137.45		1,524.49	
OASDI			Semi-Weekly	1,941.60	1,941.60	120.38		
OASDI - Employer			Semi-Weekly	1,941.60	1,941.60		120.38	
Totals						15,849.48	1,644.87	→ 17,494.35
Total Tax Liability						21,177.44	1,644.87	→ 22,822.31
Total Payroll Liability						96,207.43		→ 96,207.43

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
110658852	7/29/2022	517.00				517.00
Totals		517.00		0.00		517.00 → 517.00



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 7/26/2022 at 4:39 PM

Payroll Summary

City of Clayton

Check Date: 07/29/2022

Process: 2022072901

Pay Period: 07/11/2022 to 07/24/2022

Page 2 of 2

Transfers

Type	Date	Source Account	Amount	
Billing	7/29/2022		517.00	
Dir Dep	7/28/2022		72,363.47	
Tax	7/28/2022		22,822.31	
Trust Agency	7/28/2022		1,021.65	
Totals Transfers			96,724.43	→ 96,724.43

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	California SITW	8/3/2022	5,327.96
(Deposit made by Service Bureau)	Federal Income Tax	8/3/2022	17,494.35
	Total Tax Deposits		22,822.31



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 7/26/2022 at 4:39 PM



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

DATE: August 2, 2022

SUBJECT: Adopt a Resolution of the City Council of the City of Clayton Allowing for Video and Teleconference Meetings as Needed during the COVID-19 State of Emergency Under AB 361

RECOMMENDATION

Adopt a Resolution of the City Council allowing for video and teleconference meetings as needed during the COVID-19 state of emergency under AB 361.

BACKGROUND

Last year, the State Legislature passed and Governor Newsom signed AB 361 which continues many of the provisions related to the Brown Act that were in place under Executive Orders, which expired September 30, 2021 that allowed for video and teleconferencing during the state of emergency. Since AB 361 has been signed into law, the City can continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended by the County Health Officer.

On September 20, 2021, February 2, 2022, March 1, 2022, April 15, 2022, June 14, 2022 and July 5, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and continues to encourage on-line meetings over in-person public meetings if feasible. If in-person meetings occur, the County Health Officer recommends physical distancing of six feet of separation between all attendees to the extent possible. The proposed resolution provides that the City Council and all subsidiary City boards and commissions may choose to hold fully virtual video and teleconference meetings while the state of emergency is still in effect and physical distancing is recommended.

In order to continue to be able to hold video and teleconference meetings as needed for COVID/public-health related reasons, the City Council will need to review and make

findings every thirty days that the state of emergency continues to directly impact the ability of the members to meet safely in person and that state or local officials continue to impose or recommend measures to promote physical distancing.

FISCAL IMPACT

None.

Attachments

Resolution of the City Council Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361

RESOLUTION NO. ##-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING THE
COVID-19 STATE OF EMERGENCY UNDER AB 361**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency for COVID-19;

WHEREAS, AB 361 was passed by the State Legislature and signed by Governor Newsom and went into effect immediately and allows the City to continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote physical distancing are no longer recommended;

WHEREAS, on September 20, 2021, February 2, 2022, March 1, 2022, April 15, 2022, June 14, 2022 and July 5, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings and encourages on-line meetings if feasible and if in person meetings occur then recommends physical distancing of six feet of separation to the extent possible and masking for all attendees;

WHEREAS, in light of this recommendation, the City Council desires for itself and for all other City legislative bodies that are subject to the Brown Act to be able to choose to meet via video and/or teleconference as necessary; and

WHEREAS, pursuant to AB 361 the City Council will review the findings required to be made at least every 30 days.

NOW THEREFORE BE IT RESOLVED the City Council hereby finds on behalf of itself and all other City legislative bodies: (1) a state of emergency has been proclaimed by the Governor; (2) the state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person; and (3) local health officials continue to recommend measures to promote physical distancing.

BE IT FURTHER RESOLVED that the City Council and all other City legislative bodies may continue to meet via video and/or teleconference as needed during the COVID-19 emergency.

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 2nd day of August 2022, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

**THE CITY COUNCIL OF CLAYTON,
CA**

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dana Ayers, Community Development Director

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Awarding a Contract to Specified Play Equipment Company in the Amount of \$326,785 for Replacement of Play Structures at the Clayton Community Park (Capital Improvement Plan Project No. 10454)

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving a contract for \$326,785 with Specified Play Equipment Company (SPEC) for Capital Improvement Project (CIP) No. 10454, which consists of two new play structures to replace the existing play structures at the Clayton Community Park.

BACKGROUND

On September 15, 2020, the City Council adopted Resolution No. 45-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure Proposition 68 Per Capita Grant Program funds in the amount of \$185,074. The Per Capita grant funding program is one of the programs that originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by California voters on June 5, 2018. Under the Per Capita Program (Public Resources Code Section 80061), grant funds are made available to local governments on a per capita basis. Grant recipients are encouraged to use funds to rehabilitate existing recreational infrastructure and address deficiencies in neighborhoods lacking access to the outdoors. Projects must be completed by June 2024.

On December 15, 2020, the City Council provided direction to staff to apply the Per Capita Program funds to replacement of the School-Age (6-12 years) Play Structure at Clayton Community Park. The School-Age Play Structure at Clayton Community Park is nearing 20 years old, has reached the end of its usable lifespan, is damaged and showing wear, and is in need of replacement. The Toddler (2-5 years) Play Structure is in somewhat better

condition but approaching the end of its useful life, as well. The swing set structure is currently in good condition.

On March 1, 2022, the City Council adopted Resolution No. 17-2022 identifying the replacement of both the School-Age and Toddler Play Structures for pursuit of funding through the Per Capita Program. The Council also established a CIP for the replacement, in the amount of \$378,074, which included a \$63,000 contingency for unexpected cost adjustments or additional requirements such as signage. The additional funds above the grant amount included the City's required 20 percent match, and sources of the additional funds included a \$20,000 donation from the Concord Sunrise Rotary Club and an anticipated \$173,000 in developer impact fees from new development occurring in the City.

ANALYSIS

The work associated with CIP Project No. 10454 exceeds \$200,000 and is therefore considered a large contract pursuant to the Uniform Public Construction Cost Accounting Act (Public Contracts Code Section 22000 *et seq.*) In accordance with the City's Purchasing Policy (Resolution No. 05-2022), the City Council holds the authority to award or reject contracts for public projects with a cost in excess of \$60,000. The City's Purchasing Policy also specifies a formal process for receiving bids through a competitive process for large contracts, though some exceptions are allowed. For this project:

- Public Contract Code section 3400(c)(2) authorizes the sole source of equipment for public works projects to match other equipment on completed public works projects. Under this section then, the City is authorized to sole source the playground equipment to match the existing playground equipment SPEC has procured and installed at the City's North Valley Park in 2020.
- Public Contract Code section 3400(c)(3) authorizes sole source of public works projects where a necessary item is only available from one source. Under this section then, the City is authorized to sole source this contractor, SPEC, because the contractor is the only authorized installer of the BCI Burke playground equipment in the Bay Area.
- California case law further excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631).
- Further supporting that this purchase is in the City's best interest and competitive bidding would be unavailing, the underlying purchasing contract for the play equipment itself from BCI Burke was already competitively bid by another public agency.

- Further competitive bidding would be unavailing and would not produce an advantage because using a non-authorized installer would likely void the warranty for the play equipment.

ENVIRONMENTAL

Replacement of the existing play structures and playground surfaces at Clayton Community Park are exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption Class 1 (Existing Facilities), Section 15301 of the State CEQA Guidelines.

FISCAL IMPACTS

The total anticipated cost allocated by the Council to CIP Project No. 10454, including contingency, is \$378,074. The City Council authorized funding equal to this amount with adoption of Resolution No. 17-2022 on March 1, 2022, and the proposed bid from SPEC in the amount of \$326,785 is less than the budgeted amount. Donated nonprofit organization funds and developer impact fees due from the developers of recently-approved residential developments in the City and would fund the balance of the monies above the Per Capita Grant funds of \$185,074, that are required for the construction of the project.

ATTACHMENTS

1. Resolution
2. Cost Estimate
3. Equipment Renderings

RESOLUTION NO. ##-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON AWARDING A CONTRACT TO SPECIFIED PLAY EQUIPMENT COMPANY IN THE AMOUNT OF \$326,785 FOR REPLACEMENT OF PLAY STRUCTURES AT THE CLAYTON COMMUNITY PARK (CAPITAL IMPROVEMENT PLAN PROJECT NO. 10454)

THE CITY COUNCIL City of Clayton, California

WHEREAS, the Proposition 68 Per Capita Grant Program (Per Capita Program) originates from Proposition 68, which was placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017); was approved by voters on June 5, 2018; is codified in part in Public Resources Code (PRC), Division 46; and authorizes “issuance of bonds in the amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program;” and

WHEREAS, under the Per Capita Program (Public Resources Code Section 80061), grant funds are made available to local governments on a per capita basis, and grant recipients are encouraged to use funds to complete projects prior to June 2024 to rehabilitate existing recreational infrastructure and address deficiencies in neighborhoods lacking access to the outdoors; and

WHEREAS, on September 15, 2020, the City Council adopted Resolution No. 45-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure Proposition 68 Per Capita Grant Program funds in the amount of \$185,074; and

WHEREAS, on March 1, 2022, the City Council adopted Resolution No. 17-2022: 1) identifying the replacement of both the School-Age and Toddler Play Structures at Clayton Community Park for pursuit of funding through the Per Capita Program and 2) establishing a CIP (CIP 10454) for the replacement, in the amount of \$378,074, which included a \$63,000 contingency for unexpected cost adjustments or additional equipment requirements such as signage; and

WHEREAS, the City received a sole-source bid for \$326,785 from Specified Play Equipment Company (SPEC) for CIP No. 10454 for installation of the two new play structures and rubberized surface to replace the existing play structures and rubberized surface at the Clayton Community Park; and

WHEREAS, Public Contract Code section 3400(c)(2) authorizes the sole source of equipment for public works projects to match other equipment on completed public works projects; and

WHEREAS, pursuant to Public Contract Code section 3400(c)(2), the City is authorized to sole source the playground equipment to match the existing playground equipment SPEC has procured and installed at the City's North Valley Park in 2020; and

WHEREAS, Public Contract Code section 3400(c)(3) authorizes sole source of public works projects where a necessary item is only available from one source; and

WHEREAS, pursuant to Public Contract Code section 3400(c)(3), the City is authorized to sole source this contractor, SPEC, because the contractor is the only authorized installer of the BCI Burke playground equipment in the Bay Area; and

WHEREAS, California case law further excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, further supporting that this purchase is in the City's best interest and competitive bidding would be unavailing, the underlying purchasing contract for the play equipment itself from BCI Burke was already competitively bid by another public agency; and

WHEREAS, further competitive bidding would be unavailing and would not produce an advantage because using a non-authorized installer would likely void the warranty for the play equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California, does hereby award a contract in the amount of \$326,785 to Specified Play Equipment Company (SPEC) for replacement of the School-Age and Toddler Play Structures at Clayton Community Park, pursuant to CIP Project No. 10454.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 2nd day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

Specified Play Equipment Co.

121 #1 Industrial Road
Belmont, CA 94002
800.475.1071
www.specplay.com

**ADDRESS**

Dana Ayers
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
United States

SHIP TO

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
United States

Estimate 2528**DATE 07/26/2022****EXPIRATION DATE 08/31/2022****TRACKING NO.**

Clayton Community Park

CSLB# 1050307

Clayton Sourcewell #94233

DIR# 1000064237

Burke Sourcewell #010521-BUR

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Burke equipment per plan #137-132070-4 for 5-12 yr old children inclusive of safety signage #580-1310.	1	98,054.00	98,054.00T
Material Sourcewell discount		-14,708.00	-14,708.00T
BCI Burke Equipment Burke equipment per plan #137-138643-3 for 2-5 yr old children inclusive of safety signage #580-1310.	1	30,951.00	30,951.00T
Material Sourcewell discount		-4,643.00	-4,643.00T
Please see additional SPEC/ Burke discount below.			
Temporary Fencing Open Market: Construction Fencing	1	3,240.00	3,240.00
Demolition Open Market: Demo and Disposal of existing playground equipment to include existing Playworld and Miracle equipment from the 5-12 and 2-5 play areas. Swings in 5-12 area to remain.	1	6,780.00	6,780.00

Please write checks to
Specified Play Equipment Co (SPECPlay)
121 #1 Industrial Road
Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
Receive and Offload Open Market: Tools and Labor to Offload Of Equipment by installer at City Corporation Yard	1	1,600.00	1,600.00
Installation Service Installation of equipment per plan 132070-4 (5-12 area) and 138346-3 (2-5 area) per manufacturer specifications by factory certified installer. Prevailing wages applied. Includes SPEC TURNKEY GURANTEEE	1	50,312.00	50,312.00
Demolition Open Market: Demolition and Disposal of existing rubberized surfacing, esimated to be 3.5" deep, in main 5-12 play area (estimated at 4990 SF) and 2-5 play area (estimated at 1175 SF), to include top wear layer and sbr buffings layer.	1	28,976.00	28,976.00
Site Work Open Market: Materials, Tools and labor to make in field corrections to existing subbase, assumed to be compacted base rock, after demo of existing equipment in both 5-12 and 2-5 play areas (Open Market)	1	10,912.00	10,912.00
Protective Safety Surfacing Installation Open Market: Supply and install approximately 4990 SF PIP rubber surfacing in the 5-12 area to meet 8' critical fall height requirements. Mix of standard color with black (50/50) for maximum durability. Premium colors and binder available upon request with updated quote.	1	91,068.00	91,068.00
Protective Safety Surfacing Installation Open Market: Supply and install approximately 1175 SF PIP rubber surfacing in the 2-5 area to meet 4' critical fall height requirements. Mix of standard color with black (50/50)for maximum durability. Premium colors and binder available upon request with updated quote.	1	19,035.00	19,035.00
Field Inspection Open Market: 3rd Party CPSI Inspection (2-5 and 5-12 structures)	1	1,450.00	1,450.00

Please write checks to

Specified Play Equipment Co (SPECPlay)

121 #1 Industrial Road

Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
Freight Combined freight and packaging	1	7,174.00	7,174.00

PLEASE NOTE:
Pricing Valid for 30 days due to volatility in steel and freight costs.
Permits excluded, responsibility of owner (if required).
Deposit is Waived for City Of Clayton.
Lead time estimated at 10-11 weeks.
Freight and installation rates based on Single order and mobilization.
Prevailing wages applied to all construction line items.
Footing spoils to be disposed of off site.
SPEC TURNKEY GUARANTEE INCLUDED
Standard PIP COLORS include: (Tan, Terra Cotta Red, Green, Blue)
Premium colors available upon request and upcharge (depending on color/design)
Existing Swings to remain.

By signing below you acknowledge and agree to our Contract.	SUBTOTAL	330,201.00
The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude	DISCOUNT	-12,604.00
Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract. Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools, & equipment	TAX	9,187.71

TOTAL	\$326,784.71
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Accepted By

Accepted Date

Please write checks to
Specified Play Equipment Co (SPECPlay)
121 #1 Industrial Road
Belmont, CA 94002

Clayton Community Park Proposed Elementary-Age Play Structure



Clayton Community Park Proposed Toddler-Age Structure





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MALA SUBRAMANIAN, CITY ATTORNEY

DATE: AUGUST 2, 2022

SUBJECT: Contract with Sher Edling LLP for specialized legal services related to the City's claims for relief from damages from PCBs and/or other contaminants

RECOMMENDATION

Authorize the City Manager to execute a contract for specialized legal services with Sher Edling LLP.

BACKGROUND

The City has the potential to recover damages caused by contamination from Polychlorinated Biphenyls (PCBs), which are a group of manufactured chemicals that have been determined to have harmful and carcinogenic effects on fish, wildlife and humans. Sher Edling LLP specializes in representing cities and public agencies in such environmental cases.

DISCUSSION

Under the proposed contract, the City will engage Sher Edling to provide legal services in support of the City's claims for relief in connection with damages sustained by the City as a result of actual or threatened contamination related to PCBs and/or other contaminants. The firm is being engaged on a contingency fee basis, with any amount due based upon whether there is a recovery in the litigation.



AGENDA REPORT

TO: Honorable Mayor and Councilmembers

FROM: Reina Schwartz, City Manager

DATE: August 2, 2022

SUBJECT: Ratify Letter Opposing Unless Amended Senate Bill 932, As Amended June 20, 2022 (Portantino) Relating to General Plan Circulation Elements

RECOMMENDATION

Ratify letter with a position of Oppose Unless Amended for Senate Bill 932, As Amended June 20, 2022 (Portantino) relating to General Plan Circulation Elements. SB 932 is scheduled to be heard in the Assembly Appropriations Committee on August 3, 2022. Because of the short timeline between the City Council meeting and the hearing date, under the Council Adopted Legislative Policy (per Reso 57-2020, attached), the letter was sent prior to the City Council meeting as it addresses issues directly relevant to our community general welfare impacting the provision of municipal services and is presented here for ratification.

BACKGROUND

Current law requires that all cities adopt a General Plan addressing long-range planning across eight elements: land use, circulation, housing, conservation, open-space, noise, safety and environmental justice. Specifically, the Circulation Element must consist of the general location and extent of existing and proposed major roads, transportation routes, terminals and other local public utilities and facilities. Current law also requires that upon any substantive revision of the circulation element, it must reflect a plan for a balanced, multimodal transportation network in a manner that is suitable for the context (rural, suburban or urban) of the jurisdiction. It also specifies, however, that local officials can address these topics to the extent to which they exist in their city and with a level of detail that reflects local circumstances.

DISCUSSION

Senate Bill 932, as amended June 20, 2022 (Portantino) would make a number of changes to current law as it relates to the circulation elements of the General Plan. For any substantive revision of a circulation element occurring on or after January 1, 2025, SB 932 would require that as part of the balanced multimodal transportation network already required, it must also specifically include bicycle plans, pedestrian plans and traffic calming plans for any urbanized area (including all the cities in Contra Costa County). It further requires that implementation of the plan begin within two years of the date of the adoption of the modified circulation element. These new requirements reduce the degree of control cities have to create plans that truly reflect their local context. Additional information on the bill can be found in the Attachments 2 and 3 (Assembly Transportation Bill Analysis and SB 932 Text).

FISCAL IMPACT

There is no direct fiscal impact associated with the letter of opposition. However, if the bill were to be enacted in its current form, there could be significant financial consequences as it would potentially require the City to adopt and implement significant and costly bicycle, pedestrian and traffic calming elements for any revisions to the City's General Plan Circulation Element occurring on or after January 1, 2025. It would further open up a new private right of action which would greatly expand the circumstances where the City could be sued related to road conditions. And while the bill states the intent to create an annual grant program, the scope of costs of the unfunded mandate that would be imposed by the bill would likely not be fully addressed through an as yet unspecified grant program.

Attachments:

1. Letter: Oppose Unless Amended
2. Assembly Committee on Transportation Bill Analysis
3. Bill Text: SB 932 (Portantino) as amended June 20, 2022
4. Resolution 57-2020: Clayton Legislative Policy



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City Council
PETER CLOVEN, *MAYOR*
HOLLY TILLMAN, *VICE MAYOR*
JIM DIAZ, *COUNCILMEMBER*
JEFF WAN, *COUNCILMEMBER*
CARL "CW" WOLFE, *COUNCILMEMBER*

July 29, 2022

The Honorable Chris Holden
Chair, Assembly Committee on Appropriations
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SB 932 (Portantino): General plans: circulation element: bicycle and pedestrian plans and traffic calming plans.
Notice of OPPOSE UNLESS AMENDED (As amended June 20, 2022)

Dear Assembly Member Holden,

The City of Clayton must respectfully oppose unless amended SB 932 (Portantino), which would create unfunded mandates for costly improvements to local transportation infrastructure without providing funding for implementation. Even more concerning, this bill would expose many local governments to new legal risks that may result in litigation costs to defend and settle.

Local agencies support active transportation projects and have been leading the charge to improve local streets and roads, while also retrofitting them to improve safety for all roadway users. According to the California Transportation Commission, during just the first two and a half fiscal years when SB 1 (Beall, 2017) funds were available, cities and counties reported spending \$1.5 billion to complete over 3,100 projects.

Despite the significant progress that local governments have made to develop active transportation projects in their communities, SB 932 takes a top-down approach that dictates both the type of improvements required and the timing for implementing such improvements. The timeframes in SB 932 do not account for existing funding gaps, much less the additional capital costs of the improvements the bill mandates. This is especially problematic for small cities like Clayton that have a limited amount of discretionary funding.

Recent amendments to SB 932 would create new legal risks for the largest ten counties, which includes Contra Costa County, and the cities located within those jurisdictions that fail to meet the bill's arbitrary implementation timeframes. This would directly affect Clayton although we are the smallest city in the county. The provisions of SB 932 upend design immunity in the Tort Claims Act (Government Code § 890) that prohibit a local government from being sued for negligence. SB 932 would create a mandatory duty and thus would establish "dangerous conditions" for local streets and roads that may

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Because It's The Right Thing To Do!

jeopardize a city's liability coverage after being recategorized as *very high risk* due to the provisions of SB 932.

It is more appropriate to solicit local government input and planning for incorporation into the state's active transportation plans, rather than creating the new private right of action. Simply put, every additional dollar that goes toward defending against litigation is one fewer dollar available for improving our local streets and roads. As a result, we recommend that this new private right of action be completely removed.

Finally, SB 932 does not contain a funding mechanism despite the Legislature proposing \$1.5 billion in the state budget for active transportation projects. SB 932 should be amended to create a grant program tied to the \$1.5 billion allocated for these projects.

For these reasons, the City of Clayton opposes, unless amended, SB 932.

Sincerely,



Peter Cloven
Mayor
City of Clayton

cc: Members, Assembly Committee on Appropriations,
approps.committee@assembly.ca.gov
The Honorable Anthony Portantino, Senator
Jay Dickenson, Chief Consultant, Assembly Committee on Appropriations
Daniel Ballon, Fiscal Consultant, Assembly Minority Caucus
League of California Cities, cityletters@calcities.org
Sam Caygill, East Bay Division, Cal Cities, scaygill@calcities.org
Timothy S. Grayson, Assembly Member, 14th District

Date of Hearing: June 27, 2022

ASSEMBLY COMMITTEE ON TRANSPORTATION

Laura Friedman, Chair

SB 932 (Portantino) – As Amended June 20, 2022

SENATE VOTE: 25-10

SUBJECT: General plans: circulation element: bicycle and pedestrian plans and traffic calming plans

SUMMARY: Requires the circulation element of a general plan to include specified contents related to bicycle plans, pedestrian plans, and traffic calming plans, and provides that failure to implement the plans creates a cause of action for victims of traffic violence. Specifically, **this bill:**

- 1) Requires the legislative body of a city or county, upon the next substantive revision of the circulation element occurring on or after January 1, 2025, to develop or update the plan for a balanced, multimodal transportation network, as specified, and to ensure that the plan includes bicycle plans, pedestrian plans and traffic calming plans for any urbanized area, as defined, within the scope of the county or city general plan.
- 2) Requires a city or county to begin implementation of the plan within two years of the date of adoption of the modified circulation element that includes the bicycle, pedestrian and traffic calming plans.
- 3) Requires the revised circulation element for any urbanized area to include the following:
 - a. The bicycle plans, pedestrian plans, and traffic calming plans to address all of the following:
 - i. Identify safety corridors and any land or facility that generates high concentrations of bicyclists or pedestrians, as defined.
 - ii. Use evidence-based strategies to develop safety measures specific to those areas that are intended to eliminate traffic fatalities, with an emphasis on fatalities of bicyclists, pedestrians, and users of any other form of micromobility device, as defined.
 - iii. Establish traffic calming measures around schools and parks, and within business activity districts, as defined.
 - b. Requires a county or city to begin implementation of the modified circulation element plan within two years of the date of adoption of the plan.
 - i. Requires a city or county to complete implementation of the plan for a multimodal transportation network and the construction of any related infrastructure within 25 years of the date of adoption of the modified circulation element.

- ii. Provides that a city or county shall have an additional 10 years to complete implementation if the circulation element contains measures that decrease traffic fatalities by at least 20% within the first 5 years of its implementation period, and the city or county implements those measures within those 5 years.
- 4) Provides that a city or county shall not be required to comply with the requirements of the bill upon making a written finding based on substantial evidence that its failure to comply with the requirements of the bill are the result of unforeseen circumstances outside of the control of the city or county.
- 5) Provides that, from January 1, 2025 through January 1, 2028, the failure by a city or county to comply with the requirements of the bill creates a cause of action for bicyclists, pedestrians, and users of any other form of micromobility device injured as a result of a collision with a motor vehicle within the right-of-way of safety corridors and any land or facility that generates high concentrations of bicyclists or pedestrians, as defined, in the following counties:
- a. Alameda.
 - b. Contra Costa.
 - c. Los Angeles.
 - d. Orange.
 - e. Riverside.
 - f. Sacramento.
 - g. San Bernardino.
 - h. San Diego.
 - i. San Francisco.
 - j. Santa Clara.
- 6) Defines the following:
- a. “Business activity district” has the same meaning as defined in Section 22358.9 of the Vehicle Code.
 - b. “Land facilities that generate high concentrations of bicyclists or pedestrians” has the same meaning as described in Section 22358.7 of the Vehicle Code.
 - c. “Micromobility device” means a bicycle, electric bicycle, or motorized scooter as those terms are defined and described in Division 1 (commencing with Section 100) of the Vehicle Code.
 - d. “Safety corridor” has the same meaning as defined in Section 22358.7 of the Vehicle Code.
 - e. “Urbanized area” has the same meaning as defined in Section 21071 of the Public Resources Code.
- 7) States the intent of the Legislature to create an annual grant program, and an appropriation, to be awarded to any county or city that shows implementation of timely and effective short-

term efforts to mitigate bicycle, pedestrian, and other micromobility device injuries and fatalities, in order to incentivize any county or city with few financial resources to take small, affordable steps towards fulfilling its traffic and street safety goals.

EXISTING LAW:

- 1) Requires every city and county to prepare and periodically update a comprehensive, long-range general plan to guide future planning decisions.
- 2) Requires the general plan to contain seven mandatory elements: land use, circulation, housing, conservation, open-space, noise, and safety.
- 3) Requires the general plan to include an eighth element on environmental justice, or incorporate environmental justice concerns throughout the other elements.
- 4) Requires the open space element to include an inventory of certain categories of open-space lands and an action plan that lays out how the city or county will implement the open-space plan through specific programs.
- 5) States the Legislature's intention that a county or city general plan and the elements and parts of that general plan comprise an integrated, internally consistent and compatible statement of policies for the adopting agency.
- 6) Requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including a circulation element. The circulation element must consist of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities.
- 7) Requires the legislative body, upon any substantive revision of the circulation element, to modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan.
- 8) Defines "users of streets, roads, and highways" to mean bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

FISCAL EFFECT: According to the Senate Appropriations Committee:

- 1) Unknown significant local costs for cities and counties to update circulation elements and to develop and implement bicycle, pedestrian, and traffic calming plans for any urbanized areas within their jurisdiction. The bill includes "local fee disclaimer" language indicating that the bill's costs are not state-reimbursable because local agencies have general authority to charge and adjust planning and permitting fees to cover their administrative expenses associated with new planning mandates. (local funds)

- 2) Unknown court cost pressures due to increased workload for the judicial branch to adjudicate court filings generated by the new cause of action created by this bill. (Trial Court Trust Fund, General Fund)
- 3) Unknown, major cost pressures to establish, administer, and fund a grant program to provide resources to cities and counties to offset their costs for updating circulation elements, as specified in the bill. (General Fund)

COMMENTS: Each city and county must prepare and periodically update a comprehensive, long-range general plan to guide future planning decisions. Seven mandatory elements comprise the general plan: land use, circulation, housing, conservation, open-space, noise, and safety. General plans must also either include an eighth element on environmental justice, or incorporate environmental justice concerns throughout the other elements. Cities and counties may adopt optional elements that address issues of their choosing, and once adopted, those elements have the same legal force as the mandatory elements. The general plan must be “internally consistent,” which means the various elements cannot contain conflicting information or assumptions.

Although state law spells out the plans’ minimum contents, it also specifies that local officials can address these topics to the extent to which they exist in their cities and counties, and with a level of detail that reflects local circumstances. Similarly, state law does not require cities and counties to regularly revise their general plans (except for the housing element, which must generally be revised every eight years).

The circulation element must show the general location and extent of major roads, transportation routes, terminals, military airports and ports, and local public utilities and facilities, and it must correlate these features with the land use element.

The California Complete Streets Act of 2008, created via AB 1358 (Leno), Chapter 657, Statutes of 2008, required cities and counties to modify their circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan. For the purposes of this requirement, “users” means bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors. This modification must occur upon any substantive revision of the circulation element.

This bill requires cities and counties to add or include specified contents related to bicycle plans, pedestrian plans, and traffic calming plans upon any substantive revision of the circulation element occurring after January 1, 2025, and to implement those plans within certain timeframes.

Planning for more biking and walking. In 2017, Caltrans published the first-ever statewide plan for active modes of transportation, *Toward an Active California State Bicycle + Pedestrian Plan*, with the following vision statement, “By 2040, people in California of all ages, abilities, and incomes can safely, conveniently, and comfortably walk and bicycle for their transportation needs.” Each Caltrans District (1-12) is in the process of completing a districtwide bicycle and pedestrian plan, in order to address active transportation needs along and across the State

Highway System in future construction or maintenance projects. Complementary districts plans identify challenges to people's ability to walk, bicycle, and reach transit, which provides critical transportation routes in towns and cities across California. This represents a crucial step in making walking and bicycling safer, more comfortable, and more convenient.

The latest update of the California Transportation Plan, CTP 2050, states that in the months following the outbreak of COVID-19, more Americans embraced active travel. California cities that typically have low bicycle ridership, such as Riverside and Oxnard, experienced a 90% to 125% increase in bicycle miles traveled. The Rails-to-Trails Conservancy observed a 110% increase in trail use compared to the same period in 2019. Looking to the future, the CTP 2050 estimates that bicycle and pedestrian travel could increase by 45% by 2050.

With active transportation on the rise, the state must ensure bicyclists and pedestrians are safe on and around the roadways. The California Office of Traffic Safety (OTS) reports that California has the highest pedestrian death rate in the nation, nearly 25% higher than the national average. The Federal Highway Administration (FHWA) reports that 75% of pedestrian fatalities occur at non-intersection locations. The California Highway Patrol (CHP) notes that in 2019 there were 1,021 pedestrians killed by vehicles statewide, similar but slightly higher than prior years, of which 667 were the result of the pedestrian crossing against traffic controls or safety laws.

This bill requires the circulation element to develop and implement bicycle plans, pedestrian plans, and traffic calming plans; identify safety corridors and any land or facility that generates high concentrations of bicyclists or pedestrians, as defined; use evidence-based strategies to develop safety measures specific to those areas that are intended to eliminate traffic fatalities, with an emphasis on fatalities of bicyclists, pedestrians, and users of any other form of micromobility device, as defined, and; establish traffic calming measures around schools and parks, and within business activity districts, as defined.

State commitment to fund active transportation. The active transportation program (ATP) was created by SB 99 (Committee on Budget and Fiscal Review), Chapter 359, Statutes of 2014, to encourage increased use of active modes of transportation, such as walking and biking, and was originally funded at approximately \$123 million a year from a combination of state and federal funds. The goals of the ATP include, but are not limited to, increasing the proportion of trips accomplished by walking and biking, increasing the safety and mobility of non-motorized users, advancing efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users including disadvantaged communities.

SB 1 (Beall), Chapter 5, Statutes of 2017, also known as the Road Repair and Accountability Act, SB 1 directs \$100 million annually from the Road Maintenance and Rehabilitation Account to the ATP, significantly augmenting the available funding for this popular program.

Since its inception, the ATP has funded over 900 active transportation projects across the state benefiting both urban and rural areas. More than 450 of the funded projects are Safe Routes to Schools projects and programs that encourage a healthy and active lifestyle throughout students' lives. In addition, every cycle has seen more than 85% of funds going towards projects that benefit state designated disadvantaged communities.

While the ATP has funded projects across the state, the program is oversubscribed and lacks follow through on how funded projects align with local land use and the general plan. Funding from the ATP may be used for the development of community-wide bike and pedestrian infrastructure, to increase safety and mobility for non-motorized users, build safe routes to schools, or develop active transportation plans.

The Newsom Administration proposed \$1.1 billion for ATP in the 2022-23 budget; the Legislature proposed \$1.5 billion. This bill declares the intent of the Legislature to create an annual grant program and an appropriation thereof to be awarded to any county or city to meet the requirements of the bill and includes additional findings and declarations to support its purposes. However, this bill does not specify a funding source for the grant program.

Opportunity to better incentivize existing plans and programs. This bill creates a private right of action in 10 counties, from January 1, 2025 through January 1, 2028, if the city fails to revise the circulation element, and a user of any other form of micromobility device is injured as a result of a collision with a motor vehicle within the right-of-way of safety corridors and any land or facility that generates high concentrations of bicyclists or pedestrians.

The unintended consequence of this provision is the private cause of action only applies to a local agency that updates its circulation element, and then fails to implement the plans by the timelines established by this bill. While the private cause of action is intended to ensure that local agencies implement the plans they adopt, it may actually encourage local agencies to delay updating their circulation elements to avoid potentially costly litigation. Additionally, there is nothing in this bill or in existing law that requires local agencies to update their circulation elements by a certain date.

Rather than create a private right of action for failure to update the circulation element, it may be more appropriate to require local input and planning incorporated into the state's active transportation plans, which are currently not required to be updated, realistic, or implementable as outlined in state law.

For an incentive, it may be appropriate to require ATP funds to be allocated in accordance with local priorities and state plans. This bill serves as an opportunity to better implement and appropriately fund active transportation plans and projects.

Work done, and work to do. This bill passed the Assembly Local Government Committee on June 15, 2022, 6-2. Committee comments not yet addressed in the bill include:

- a) Aligning the legal liability created by the bill with the areas the cities and counties must address in their updated plans.
- b) Better define actions that would satisfy the requirement to “commence implementation” of a plan, and therefore limit the potential legal liability of local agencies.

According to the author, “Despite decades of rhetoric on the need for safer streets, most California streets have grown more dangerous in recent years. California follows a nationwide trend; the National Highway Traffic Safety Administration saw a nearly 20% increase in traffic

fatalities in the first six months of 2021 compared to 2020 or 2019. Some California cities lack data on how to address the epidemic of traffic violence, particularly regarding death and serious injuries to pedestrians, cyclists, and other human-powered-transit users. In certain cities where the most dangerous streets and corridors have been identified, no plan exists to remedy these deadly situations. Even in cities that have developed plans, like Los Angeles' Vision Zero and Mobility Plan 2035, meaningful changes that would save lives have yet to be implemented. SB 932 requires a county or city to include in its General Plan, a map of the high injury network within its boundaries and would further require a county or city to identify and prioritize safety improvements. Thus saving countless lives.”

In support, Streets for All writes, “SB 932 will make meaningful changes to California law that will align cities across the State to begin the critical work to not only save lives, but make our streets more equitable and fight climate change.”

In opposition, the California League of Cities writes, “SB 932 creates significant new legal liability for local jurisdictions that fail to meet the bill’s arbitrary implementation timeframes. The new private right of action created by SB 932 will be counter-productive to making progress on improving our local streets. Simply put, every additional dollar that goes toward defending against litigation is one fewer dollar available for improving our local streets and roads.”

Prior legislation: SB 1425 (Stern) of 2022 requires a city or county to review and update its local open-space plan by January 1, 2026. This bill is pending in Assembly local Government Committee.

AB 1946 (Boerner Horvath) of 2022 requires CHP to develop statewide safety standards and training programs based on evidence-based practices for users of e-bike. *This bill is pending on the Assembly floor.*

AB 2147 (Ting) of 2022 prohibits a peace officer from stopping a pedestrian unless certain provisions are met. *This bill is pending in the Assembly Appropriations committee.*

AB 1238 (Ting) of 2022 repeals provisions of law prohibiting pedestrians from entering a roadway unless vehicles are imposing an immediate hazard and specifies that pedestrians shall not be subject to a fine or criminal penalty for crossing or entering a roadway when no cars are present. *This bill was vetoed.*

AB 1358 (Leno) Chapter 657, Statutes of 2008, enacts the Complete Streets Act of 2008 and modify their circulation elements to plan for a balanced multi-modal transportation network that meets the needs of all users of streets, roads, and highways.

SB 806 (Sher) of 2003) changes the name of the circulation element to the transportation element. *This bill died on the Senate Floor’s inactive file.*

REGISTERED SUPPORT / OPPOSITION:

Support

Active San Gabriel Valley
California Bicycle Coalition
California Walks
California Yimby
Circulate San Diego
Climate Resolve
Consumer Attorneys of California
Culver City Democratic Club
League of Women Voters of California
Motional
Oakland; City of
Streets are For Everyone
Streets for All

Oppose

City of Colton
City of Fortuna
City of Lake Forest
City of Los Alamitos
City of Menifee
City of San Marcos
City of Yreka
South Bay Cities Council of Governments
Transportation Agency for Monterey County (TAMC)
American Planning Association California Chapter (Unless Amended)
California Association of Joint Powers Authorities (Unless Amended)
California Association of Joint Powers Authorities (CAJPA) (Unless Amended)
California State Association of Counties (CSAC) (Unless Amended)
City of Buena Park (Unless Amended)
City of Downey (Unless Amended)
City of Indian Wells (Unless Amended)
City of La Mirada (Unless Amended)
City of Lakeport (Unless Amended)
City of Lakewood CA (Unless Amended)
City of Orinda (Unless Amended)
City of Pico Rivera (Unless Amended)
City of Rancho Cucamonga (Unless Amended)
City of Rocklin (Unless Amended)
City of Thousand Oaks (Unless Amended)
City of Torrance (Unless Amended)
City of Vista (Unless Amended)
County of Santa Barbara (Unless Amended)
League of California Cities (Unless Amended)
Rural County Representatives of California (RCRC) (Unless Amended)
Safer Streets LA (Unless Amended)
Torrance; City of (Unless Amended)
Town of Apple Valley (Unless Amended)

Urban Counties of California (Unless Amended)

Other

Tri-valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and Town of Danville

Analysis Prepared by: Julia Kingsley / TRANS. / (916) 319-2093

AMENDED IN ASSEMBLY JUNE 20, 2022

AMENDED IN SENATE MAY 4, 2022

AMENDED IN SENATE MARCH 23, 2022

SENATE BILL

No. 932

Introduced by Senator Portantino

February 7, 2022

An act to amend Sections 65300.5 and 65302 of the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 932, as amended, Portantino. General plans: circulation element: bicycle and pedestrian plans and traffic calming plans.

Existing law states the Legislature's intention that a county or city general plan and the elements and parts of that general plan comprise an integrated, internally consistent and compatible statement of policies for the adopting agency.

This bill would emphasize the intent of the Legislature to fight climate change with these provisions.

Existing law, the Planning and Zoning Law, requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including a circulation element. Existing law requires the circulation element to consist of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities. Existing law requires the legislative body, upon any substantive revision of the circulation element, to modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways

for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan. Existing law defines “users of streets, roads, and highways” to mean bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

This bill would require the legislative body, upon ~~the next~~ any substantive revision of the circulation element, on or ~~before June 30, 2024,~~ after January 1, 2025, to develop or update the plan for a balanced, multimodal transportation network, as specified, and to ensure that the plan includes bicycle and pedestrian plans and traffic calming plans for any urbanized area, as defined, within the scope of the county or city general plan. By adding to the duties of county and city officials in the administration of their land use planning duties, this bill would impose a state-mandated local program.

This bill would require a county or city to begin implementation of the plan within 2 years of the date of adoption of the plan. The bill would allow a county or city to have ~~20~~ 25 years to implement the plan. This bill would increase the ~~20-year~~ 25-year implementation period based on whether the measures introduced by a county or city work to reduce its percentage of traffic violence within a specified period of time. The bill would allow a county or city that fails to comply with the implementation provisions due to unforeseen circumstances to be exempt from the provisions upon a written finding, as specified.

Commencing January 1, ~~2024,~~ 2025, this bill would allow a person injured within the ~~right-of-way~~ *right-of-way, in specified areas*, in a collision with a motor vehicle to have a cause of action for failure to comply with these provisions against specified counties. The bill would make this cause of action inoperative after January 1, 2028.

This bill would state the intent of the Legislature to create an annual grant program, relating to the above provisions, to award funding to any county or city upon a showing of its implementation of timely and effective short-term efforts to mitigate bicycle, pedestrian, and other ~~human-powered transportation~~ *micromobility device, as defined*, injuries and fatalities, as provided. *The bill would define various terms for its purposes.*

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 65300.5 of the Government Code is
2 amended to read:

3 65300.5. (a) In construing the provisions of this article, the
4 Legislature intends that the general plan and elements and parts
5 thereof comprise an integrated, internally consistent and compatible
6 statement of policies for the adopting agency.

7 (b) The Legislature intends that the provisions of this article,
8 as stated in paragraph (4) of subdivision (g) of Section 65302,
9 support and encourage communities in reaching the state's
10 environmental and climate objectives. Climate change causes
11 catastrophic threats to lives, property, and resources in California,
12 and continues to affect all parts of the Californian economy and
13 environment. This provision is intended to encourage measures
14 that enable communities to adapt to the impacts of climate change
15 including, but not limited to, higher average temperatures,
16 decreased air and water quality, the spread of infectious and
17 vectorborne diseases, other public health impacts, extreme weather
18 events, sea level rise, flooding, heat waves, wildfires, ~~drought, and~~
19 ~~community planning and zoning development.~~ *and drought.*

20 SEC. 2. Section 65302 of the Government Code is amended
21 to read:

22 65302. The general plan shall consist of a statement of
23 development policies and shall include a diagram or diagrams and
24 text setting forth objectives, principles, standards, and plan
25 proposals. The plan shall include the following elements:

26 (a) A land use element that designates the proposed general
27 distribution and general location and extent of the uses of the land
28 for housing, business, industry, open space, including agriculture,
29 natural resources, recreation, and enjoyment of scenic beauty,
30 education, public buildings and grounds, solid and liquid waste
31 disposal facilities, greenways, as defined in Section 816.52 of the
32 Civil Code, and other categories of public and private uses of land.
33 The location and designation of the extent of the uses of the land
34 for public and private uses shall consider the identification of land
35 and natural resources pursuant to paragraph (3) of subdivision (d).

1 The land use element shall include a statement of the standards of
2 population density and building intensity recommended for the
3 various districts and other territory covered by the plan. The land
4 use element shall identify and annually review those areas covered
5 by the plan that are subject to flooding identified by flood plain
6 mapping prepared by the Federal Emergency Management Agency
7 (FEMA) or the Department of Water Resources. The land use
8 element shall also do both of the following:

9 (1) Designate in a land use category that provides for timber
10 production those parcels of real property zoned for timberland
11 production pursuant to the California Timberland Productivity Act
12 of 1982 (Chapter 6.7 (commencing with Section 51100) of Part 1
13 of Division 1 of Title 5).

14 (2) Consider the impact of new growth on military readiness
15 activities carried out on military bases, installations, and operating
16 and training areas, when proposing zoning ordinances or
17 designating land uses covered by the general plan for land, or other
18 territory adjacent to military facilities, or underlying designated
19 military aviation routes and airspace.

20 (A) In determining the impact of new growth on military
21 readiness activities, information provided by military facilities
22 shall be considered. Cities and counties shall address military
23 impacts based on information from the military and other sources.

24 (B) The following definitions govern this paragraph:

25 (i) “Military readiness activities” mean all of the following:

26 (I) Training, support, and operations that prepare the members
27 of the military for combat.

28 (II) Operation, maintenance, and security of any military
29 installation.

30 (III) Testing of military equipment, vehicles, weapons, and
31 sensors for proper operation or suitability for combat use.

32 (ii) “Military installation” means a base, camp, post, station,
33 yard, center, homeport facility for any ship, or other activity under
34 the jurisdiction of the United States Department of Defense as
35 defined in paragraph (1) of subsection (e) of Section 2687 of Title
36 10 of the United States Code.

37 (b) (1) A circulation element consisting of the general location
38 and extent of existing and proposed major thoroughfares,
39 transportation routes, terminals, any military airports and ports,

1 and other local public utilities and facilities, all correlated with the
2 land use element of the plan.

3 (2) (A) Commencing January 1, 2011, upon any substantive
4 revision of the circulation element, the legislative body shall
5 modify the circulation element to plan for a balanced, multimodal
6 transportation network that meets the needs of all users of streets,
7 roads, and highways for safe and convenient travel in a manner
8 that is suitable to the rural, suburban, or urban context of the
9 general plan.

10 (B) Upon ~~the next~~ any substantive revision of the circulation
11 element on or after ~~June 30, 2024,~~ *January 1, 2025*, the legislative
12 body shall develop or update the plan for a balanced, multimodal
13 transportation network required by subparagraph (A), and shall
14 ensure the plan includes the following for any urbanized ~~area, as~~
15 ~~defined in Section 21071 of the Public Resources Code,~~ *area* within
16 the scope of the general plan:

17 ~~(i) The development of and implementation of bicycle plans,~~
18 ~~pedestrian plans, and traffic calming plans for which~~
19 ~~implementation shall commence no later than two years from the~~
20 ~~date the circulation element is modified. The modified circulation~~
21 ~~element.~~ *The bicycle plans, pedestrian plans, and traffic calming*
22 *plans shall address all of the following:*

23 ~~(I) Use evidence-based strategies intended to eliminate traffic~~
24 ~~fatalities, with an emphasis on fatalities of bicyclists, pedestrians,~~
25 ~~and users of any other form of human-powered transportation.~~

26 ~~(II)~~

27 ~~(I) Identify safety corridors and any land or facility that~~
28 ~~generates high concentrations of bicyclists or pedestrians, as those~~
29 ~~terms are defined in Section 22358.7 of the Vehicle Code, and~~
30 ~~include safety measures specific to those areas.~~ *pedestrians.*

31 ~~(II) Use evidence-based strategies to develop safety measures~~
32 ~~specific to those areas that are intended to eliminate traffic~~
33 ~~fatalities, with an emphasis on fatalities of bicyclists, pedestrians,~~
34 ~~and users of any other form of micromobility device in the areas~~
35 ~~identified in subclause (I).~~

36 ~~(III) Establish traffic calming measures around schools and~~
37 ~~parks, and within business activity districts, as defined in Section~~
38 ~~22358.9 of the Vehicle Code.~~ *districts.*

1 (ii) (I) A county or city shall begin implementation of the
2 modified circulation element plan within two years of the date of
3 adoption of the plan.

4 (II) A county or city shall complete implementation of the plan
5 for a multimodal transportation network, including all bicycle
6 plans, pedestrian plans, and traffic calming plans iterated in the
7 modified circulation element, and the construction of any related
8 infrastructure, within ~~20~~ 25 years of the date of adoption of the
9 modified circulation element.

10 (III) A county or city shall have an additional 10 years to
11 complete implementation if the circulation element contains
12 measures that decrease traffic fatalities by at least 20 percent within
13 the first 5 years of its implementation period, and the county or
14 city implements those measures within those 5 years.

15 (IV) A county or city shall not be required to comply with the
16 requirements of this clause upon making a written finding based
17 on substantial evidence that its failure to comply with the
18 requirements of this clause are the result of unforeseen
19 circumstances outside of the control of the county or city.

20 (iii) (I) Beginning January 1, ~~2024~~, 2025, failure by a county
21 or city to comply with the requirements of this subparagraph shall
22 create a cause of action for bicyclists, pedestrians, and users of
23 any other form of ~~human-powered transportation~~ micromobility
24 device injured within the right-of-way *in the areas identified in*
25 *subclause (I) of clause (i)* in a collision with a motor vehicle ~~in~~
26 ~~high injury areas~~ in the Counties of Alameda, Contra Costa, Los
27 Angeles, Orange, Riverside, Sacramento, San Bernardino, San
28 Diego, San Francisco, and Santa Clara. ~~For the purposes of this~~
29 ~~subdivision, “high injury areas” means:~~

30 ~~-(ia) The 10 locations within a county or city that have the~~
31 ~~highest rate of incidents of injuries to bicyclists, pedestrians, and~~
32 ~~users of any other form of human-powered transportation.~~

33 ~~-(ib) If less than 10 locations, the locations within a county or~~
34 ~~city that, when combined, account for 50.1 percent or more of all~~
35 ~~incidents of injuries to bicyclists, pedestrians, and users of any~~
36 ~~other form of human-powered transportation.~~

37 (II) This clause shall become inoperative on January 1, 2028.

38 (iv) *For the purposes of this subparagraph, the following*
39 *definitions shall apply:*

1 (I) “Business activity district” has the same meaning as defined
2 in Section 22358.9 of the Vehicle Code.

3 (II) “Land facilities that generate high concentrations of
4 bicyclists or pedestrians” has the same meaning as described in
5 Section 22358.7 of the Vehicle Code.

6 (III) “Micromobility device” means a bicycle, electric bicycle,
7 or motorized scooter as those terms are defined and described in
8 Division 1 (commencing with Section 100) of the Vehicle Code.

9 (IV) “Safety corridor” has the same meaning as defined in
10 Section 22358.7 of the Vehicle Code.

11 (V) “Urbanized area” has the same meaning as defined in
12 Section 21071 of the Public Resources Code.

13 (C) For purposes of this paragraph, “users of streets, roads, and
14 highways” mean bicyclists, children, persons with disabilities,
15 motorists, movers of commercial goods, pedestrians, users of public
16 transportation, and seniors.

17 (c) A housing element as provided in Article 10.6 (commencing
18 with Section 65580).

19 (d) (1) A conservation element for the conservation,
20 development, and utilization of natural resources, including water
21 and its hydraulic force, forests, soils, rivers and other waters,
22 harbors, fisheries, wildlife, minerals, and other natural resources.
23 The conservation element shall consider the effect of development
24 within the jurisdiction, as described in the land use element, on
25 natural resources located on public lands, including military
26 installations. That portion of the conservation element including
27 waters shall be developed in coordination with any countywide
28 water agency and with all district and city agencies, including
29 flood management, water conservation, or groundwater agencies
30 that have developed, served, controlled, managed, or conserved
31 water of any type for any purpose in the county or city for which
32 the plan is prepared. Coordination shall include the discussion and
33 evaluation of any water supply and demand information described
34 in Section 65352.5, if that information has been submitted by the
35 water agency to the city or county.

36 (2) The conservation element may also cover all of the
37 following:

38 (A) The reclamation of land and waters.

39 (B) Prevention and control of the pollution of streams and other
40 waters.

1 (C) Regulation of the use of land in stream channels and other
2 areas required for the accomplishment of the conservation plan.

3 (D) Prevention, control, and correction of the erosion of soils,
4 beaches, and shores.

5 (E) Protection of watersheds.

6 (F) The location, quantity, and quality of the rock, sand, and
7 gravel resources.

8 (3) Upon the next revision of the housing element on or after
9 January 1, 2009, the conservation element shall identify rivers,
10 creeks, streams, flood corridors, riparian habitats, and land that
11 may accommodate floodwater for purposes of groundwater
12 recharge and stormwater management.

13 (e) An open-space element as provided in Article 10.5
14 (commencing with Section 65560).

15 (f) (1) A noise element that shall identify and appraise noise
16 problems in the community. The noise element shall analyze and
17 quantify, to the extent practicable, as determined by the legislative
18 body, current and projected noise levels for all of the following
19 sources:

20 (A) Highways and freeways.

21 (B) Primary arterials and major local streets.

22 (C) Passenger and freight online railroad operations and ground
23 rapid transit systems.

24 (D) Commercial, general aviation, heliport, helistop, and military
25 airport operations, aircraft overflights, jet engine test stands, and
26 all other ground facilities and maintenance functions related to
27 airport operation.

28 (E) Local industrial plants, including, but not limited to, railroad
29 classification yards.

30 (F) Other ground stationary noise sources, including, but not
31 limited to, military installations, identified by local agencies as
32 contributing to the community noise environment.

33 (2) Noise contours shall be shown for all of these sources and
34 stated in terms of community noise equivalent level (CNEL) or
35 day-night average sound level (L_{dn}). The noise contours shall be
36 prepared on the basis of noise monitoring or following generally
37 accepted noise modeling techniques for the various sources
38 identified in subparagraphs (A) to (F) of paragraph (1), inclusive.

1 (3) The noise contours shall be used as a guide for establishing
2 a pattern of land uses in the land use element that minimizes the
3 exposure of community residents to excessive noise.

4 (4) The noise element shall include implementation measures
5 and possible solutions that address existing and foreseeable noise
6 problems, if any. The adopted noise element shall serve as a
7 guideline for compliance with the state's noise insulation standards.

8 (g) (1) A safety element for the protection of the community
9 from any unreasonable risks associated with the effects of
10 seismically induced surface rupture, ground shaking, ground
11 failure, tsunami, seiche, and dam failure; slope instability leading
12 to mudslides and landslides; subsidence; liquefaction; and other
13 seismic hazards identified pursuant to Chapter 7.8 (commencing
14 with Section 2690) of Division 2 of the Public Resources Code,
15 and other geologic hazards known to the legislative body; flooding;
16 and wildland and urban fires. The safety element shall include
17 mapping of known seismic and other geologic hazards. It shall
18 also address evacuation routes, military installations, peakload
19 water supply requirements, and minimum road widths and
20 clearances around structures, as those items relate to identified fire
21 and geologic hazards.

22 (2) The safety element, upon the next revision of the housing
23 element on or after January 1, 2009, shall also do the following:

24 (A) Identify information regarding flood hazards, including,
25 but not limited to, the following:

26 (i) Flood hazard zones. As used in this subdivision, "flood
27 hazard zone" means an area subject to flooding that is delineated
28 as either a special hazard area or an area of moderate or minimal
29 hazard on an official flood insurance rate map issued by FEMA.
30 The identification of a flood hazard zone does not imply that areas
31 outside the flood hazard zones or uses permitted within flood
32 hazard zones will be free from flooding or flood damage.

33 (ii) National Flood Insurance Program maps published by
34 FEMA.

35 (iii) Information about flood hazards that is available from the
36 United States Army Corps of Engineers.

37 (iv) Designated floodway maps that are available from the
38 Central Valley Flood Protection Board.

- 1 (v) Dam failure inundation maps prepared pursuant to Section
- 2 6161 of the Water Code that are available from the Department of
- 3 Water Resources.
- 4 (vi) Awareness Floodplain Mapping Program maps and 200-year
- 5 flood plain maps that are or may be available from, or accepted
- 6 by, the Department of Water Resources.
- 7 (vii) Maps of levee protection zones.
- 8 (viii) Areas subject to inundation in the event of the failure of
- 9 project or nonproject levees or floodwalls.
- 10 (ix) Historical data on flooding, including locally prepared maps
- 11 of areas that are subject to flooding, areas that are vulnerable to
- 12 flooding after wildfires, and sites that have been repeatedly
- 13 damaged by flooding.
- 14 (x) Existing and planned development in flood hazard zones,
- 15 including structures, roads, utilities, and essential public facilities.
- 16 (xi) Local, state, and federal agencies with responsibility for
- 17 flood protection, including special districts and local offices of
- 18 emergency services.
- 19 (B) Establish a set of comprehensive goals, policies, and
- 20 objectives based on the information identified pursuant to
- 21 subparagraph (A), for the protection of the community from the
- 22 unreasonable risks of flooding, including, but not limited to:
- 23 (i) Avoiding or minimizing the risks of flooding to new
- 24 development.
- 25 (ii) Evaluating whether new development should be located in
- 26 flood hazard zones, and identifying construction methods or other
- 27 methods to minimize damage if new development is located in
- 28 flood hazard zones.
- 29 (iii) Maintaining the structural and operational integrity of
- 30 essential public facilities during flooding.
- 31 (iv) Locating, when feasible, new essential public facilities
- 32 outside of flood hazard zones, including hospitals and health care
- 33 facilities, emergency shelters, fire stations, emergency command
- 34 centers, and emergency communications facilities or identifying
- 35 construction methods or other methods to minimize damage if
- 36 these facilities are located in flood hazard zones.
- 37 (v) Establishing cooperative working relationships among public
- 38 agencies with responsibility for flood protection.

1 (C) Establish a set of feasible implementation measures designed
2 to carry out the goals, policies, and objectives established pursuant
3 to subparagraph (B).

4 (3) Upon the next revision of the housing element on or after
5 January 1, 2014, the safety element shall be reviewed and updated
6 as necessary to address the risk of fire for land classified as state
7 responsibility areas, as defined in Section 4102 of the Public
8 Resources Code, and land classified as very high fire hazard
9 severity zones, as defined in Section 51177. This review shall
10 consider the advice included in the Office of Planning and
11 Research's most recent publication of "Fire Hazard Planning,
12 General Plan Technical Advice Series" and shall also include all
13 of the following:

14 (A) Information regarding fire hazards, including, but not limited
15 to, all of the following:

16 (i) Fire hazard severity zone maps available from the Office of
17 the State Fire Marshal.

18 (ii) Any historical data on wildfires available from local agencies
19 or a reference to where the data can be found.

20 (iii) Information about wildfire hazard areas that may be
21 available from the United States Geological Survey.

22 (iv) General location and distribution of existing and planned
23 uses of land in very high fire hazard severity zones and in state
24 responsibility areas, including structures, roads, utilities, and
25 essential public facilities. The location and distribution of planned
26 uses of land shall not require defensible space compliance measures
27 required by state law or local ordinance to occur on publicly owned
28 lands or open space designations of homeowner associations.

29 (v) Local, state, and federal agencies with responsibility for fire
30 protection, including special districts and local offices of
31 emergency services.

32 (B) A set of goals, policies, and objectives based on the
33 information identified pursuant to subparagraph (A) for the
34 protection of the community from the unreasonable risk of wildfire.

35 (C) A set of feasible implementation measures designed to carry
36 out the goals, policies, and objectives based on the information
37 identified pursuant to subparagraph (B), including, but not limited
38 to, all of the following:

39 (i) Avoiding or minimizing the wildfire hazards associated with
40 new uses of land.

(ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.

(iii) Designing adequate infrastructure if a new development is located in a state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.

(iv) Working cooperatively with public agencies with responsibility for fire protection.

(D) If a city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this paragraph.

(4) Upon the next revision of a local hazard mitigation plan, adopted in accordance with the federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after January 1, 2017, or, if a local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element shall be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to the city or county. This review shall consider advice provided in the Office of Planning and Research's General Plan Guidelines and shall include all of the following:

(A) (i) A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed pursuant to paragraphs (2) and (3).

(ii) Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required pursuant to subparagraph (B), including, but not limited to, all of the following:

(I) Information from the internet-based Cal-Adapt tool.

1 (II) Information from the most recent version of the California
2 Adaptation Planning Guide.

3 (III) Information from local agencies on the types of assets,
4 resources, and populations that will be sensitive to various climate
5 change exposures.

6 (IV) Information from local agencies on their current ability to
7 deal with the impacts of climate change.

8 (V) Historical data on natural events and hazards, including
9 locally prepared maps of areas subject to previous risk, areas that
10 are vulnerable, and sites that have been repeatedly damaged.

11 (VI) Existing and planned development in identified at-risk
12 areas, including structures, roads, utilities, and essential public
13 facilities.

14 (VII) Federal, state, regional, and local agencies with
15 responsibility for the protection of public health and safety and
16 the environment, including special districts and local offices of
17 emergency services.

18 (B) A set of adaptation and resilience goals, policies, and
19 objectives based on the information specified in subparagraph (A)
20 for the protection of the community.

21 (C) A set of feasible implementation measures designed to carry
22 out the goals, policies, and objectives identified pursuant to
23 subparagraph (B), including, but not limited to, all of the following:

24 (i) Feasible methods to avoid or minimize climate change
25 impacts associated with new uses of land.

26 (ii) The location, when feasible, of new essential public facilities
27 outside of at-risk areas, including, but not limited to, hospitals and
28 health care facilities, emergency shelters, emergency command
29 centers, and emergency communications facilities, or identifying
30 construction methods or other methods to minimize damage if
31 these facilities are located in at-risk areas.

32 (iii) The designation of adequate and feasible infrastructure
33 located in an at-risk area.

34 (iv) Guidelines for working cooperatively with relevant local,
35 regional, state, and federal agencies.

36 (v) The identification of natural infrastructure that may be used
37 in adaptation projects, where feasible. Where feasible, the plan
38 shall use existing natural features and ecosystem processes, or the
39 restoration of natural features and ecosystem processes, when
40 developing alternatives for consideration. For purposes of this

1 clause, “natural infrastructure” means using natural ecological
2 systems or processes to reduce vulnerability to climate change
3 related hazards, or other related climate change effects, while
4 increasing the long-term adaptive capacity of coastal and inland
5 areas by perpetuating or restoring ecosystem services. This
6 includes, but is not limited to, the conservation, preservation, or
7 sustainable management of any form of aquatic or terrestrial
8 vegetated open space, such as beaches, dunes, tidal marshes, reefs,
9 seagrass, parks, rain gardens, and urban tree canopies. It also
10 includes systems and practices that use or mimic natural processes,
11 such as permeable pavements, bioswales, and other engineered
12 systems, such as levees that are combined with restored natural
13 systems, to provide clean water, conserve ecosystem values and
14 functions, and provide a wide array of benefits to people and
15 wildlife.

16 (D) (i) If a city or county has adopted the local hazard
17 mitigation plan, or other climate adaptation plan or document that
18 fulfills commensurate goals and objectives and contains the
19 information required pursuant to this paragraph, separate from the
20 general plan, an attachment of, or reference to, the local hazard
21 mitigation plan or other climate adaptation plan or document.

22 (ii) Cities or counties that have an adopted hazard mitigation
23 plan, or other climate adaptation plan or document that substantially
24 complies with this section, or have substantially equivalent
25 provisions to this subdivision in their general plans, may use that
26 information in the safety element to comply with this subdivision,
27 and shall summarize and incorporate by reference into the safety
28 element the other general plan provisions, climate adaptation plan
29 or document, specifically showing how each requirement of this
30 subdivision has been met.

31 (5) Upon the next revision of the housing element on or after
32 January 1, 2020, the safety element shall be reviewed and updated
33 as necessary to identify residential developments in any hazard
34 area identified in the safety element that do not have at least two
35 emergency evacuation routes.

36 (6) After the initial revision of the safety element pursuant to
37 paragraphs (2), (3), (4), and (5), the planning agency shall review
38 and, if necessary, revise the safety element upon each revision of
39 the housing element or local hazard mitigation plan, but not less
40 than once every eight years, to identify new information relating

1 to flood and fire hazards and climate adaptation and resiliency
2 strategies applicable to the city or county that was not available
3 during the previous revision of the safety element.

4 (7) Cities and counties that have flood plain management
5 ordinances that have been approved by FEMA that substantially
6 comply with this section, or have substantially equivalent
7 provisions to this subdivision in their general plans, may use that
8 information in the safety element to comply with this subdivision,
9 and shall summarize and incorporate by reference into the safety
10 element the other general plan provisions or the flood plain
11 ordinance, specifically showing how each requirement of this
12 subdivision has been met.

13 (8) Before the periodic review of its general plan and before
14 preparing or revising its safety element, each city and county shall
15 consult the California Geological Survey of the Department of
16 Conservation, the Central Valley Flood Protection Board, if the
17 city or county is located within the boundaries of the Sacramento
18 and San Joaquin Drainage District, as set forth in Section 8501 of
19 the Water Code, and the Office of Emergency Services for the
20 purpose of including information known by and available to the
21 department, the agency, and the board required by this subdivision.

22 (9) To the extent that a county's safety element is sufficiently
23 detailed and contains appropriate policies and programs for
24 adoption by a city, a city may adopt that portion of the county's
25 safety element that pertains to the city's planning area in
26 satisfaction of the requirement imposed by this subdivision.

27 (h) (1) An environmental justice element, or related goals,
28 policies, and objectives integrated in other elements, that identifies
29 disadvantaged communities within the area covered by the general
30 plan of the city, county, or city and county, if the city, county, or
31 city and county has a disadvantaged community. The
32 environmental justice element, or related environmental justice
33 goals, policies, and objectives integrated in other elements, shall
34 do all of the following:

35 (A) Identify objectives and policies to reduce the unique or
36 compounded health risks in disadvantaged communities by means
37 that include, but are not limited to, the reduction of pollution
38 exposure, including the improvement of air quality, and the
39 promotion of public facilities, food access, safe and sanitary homes,
40 and physical activity.

1 (B) Identify objectives and policies to promote civic engagement
2 in the public decisionmaking process.

3 (C) Identify objectives and policies that prioritize improvements
4 and programs that address the needs of disadvantaged communities.

5 (2) A city, county, or city and county subject to this subdivision
6 shall adopt or review the environmental justice element, or the
7 environmental justice goals, policies, and objectives in other
8 elements, upon the adoption or next revision of two or more
9 elements concurrently on or after January 1, 2018.

10 (3) By adding this subdivision, the Legislature does not intend
11 to require a city, county, or city and county to take any action
12 prohibited by the United States Constitution or the California
13 Constitution.

14 (4) For purposes of this subdivision, the following terms shall
15 apply:

16 (A) “Disadvantaged communities” means an area identified by
17 the California Environmental Protection Agency pursuant to
18 Section 39711 of the Health and Safety Code or an area that is a
19 low-income area that is disproportionately affected by
20 environmental pollution and other hazards that can lead to negative
21 health effects, exposure, or environmental degradation.

22 (B) “Public facilities” includes public improvements, public
23 services, and community amenities, as defined in subdivision (d)
24 of Section 66000.

25 (C) “Low-income area” means an area with household incomes
26 at or below 80 percent of the statewide median income or with
27 household incomes at or below the threshold designated as low
28 income by the Department of Housing and Community
29 Development’s list of state income limits adopted pursuant to
30 Section 50093 of the Health and Safety Code.

31 SEC. 3. It is the intent of the Legislature to create an annual
32 grant program, and an appropriation thereof, to be awarded to any
33 county or city for the purposes of meeting the requirements of
34 Section 65302 of the Government Code, as amended by this act,
35 upon a showing of its implementation of timely and effective
36 short-term efforts to mitigate bicycle, pedestrian, and other
37 ~~human-powered transportation injuries and fatalities; micromobility~~
38 ~~device injuries and fatalities, as that term is defined in subclause~~
39 ~~(III) of clause (iv) of subparagraph (B) of paragraph (2) of~~
40 ~~subdivision (b).~~ It is the intent of the Legislature that the creation

1 of this grant program will incentivize any county or city with few
2 financial resources to take small, affordable steps towards fulfilling
3 its traffic and street safety goals.

4 SEC. 4. No reimbursement is required by this act pursuant to
5 Section 6 of Article XIII B of the California Constitution because
6 a local agency or school district has the authority to levy service
7 charges, fees, or assessments sufficient to pay for the program or
8 level of service mandated by this act, within the meaning of Section
9 17556 of the Government Code.

O

RESOLUTION NO. 57 -2020

A RESOLUTION APPROVING A LEGISLATIVE POLICY FOR THE CITY OF CLAYTON

THE CITY COUNCIL City of Clayton, California

WHEREAS, State law makers in Sacramento are continually tasked with addressing a wide variety of challenging issues, and in response to these issues, law makers often times propose State Senate/Assembly Bills that can become laws that impact Clayton; and

WHEREAS, in order for Clayton to be able to voice timely support or opposition to Bills being considered, the Clayton City Council wishes to establish and adopt a Legislative Policy; and

WHEREAS, in some years, the State legislature considers more than 2500 pieces of legislation, and that state legislation may be taken up with as little as 72 hours notification; and

WHEREAS, the legislative policy needs to take into account the impact to the staffs needed service to the community, and thus consider being broad enough in topics and that timely responses can be provided; and

WHEREAS, at its October 15, 2019 meeting, the City Council determined it was interested in establishing a Legislative Policy and appointed an Ad Hoc committee (Councilmembers Pierce and Wan) to review the details with City staff, and prepare a draft City of Clayton Legislative Policy, for consideration by the entire City Council; and

WHEREAS, the Ad Hoc Committee met and worked with City Staff on a draft City of Clayton Legislation Policy; and

WHEREAS, the Legislative Policy is intended to provide the process and procedure by which the City expresses written positions to legislators on proposed State and Federal legislation of the positive or negative impacts on our City of Clayton; and

WHEREAS, as set forth in the Legislative Policy a Legislative Program will be brought before the City Council for review, discussion and future direction on an annual basis.

WHEREAS, the Ad Hoc Committee recommends the City Council consider and approve the attached Exhibit A, City of Clayton Legislation Policy.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby approve the proposed City of Clayton Legislation Policy (Exhibit A).

AYES: Mayor Pierce, Vice Mayor Wan, Councilmembers Catalano, Diaz, and Wolfe.

NOES: None.

ABSENT: None.


ABSTAIN: None.

THE CITY COUNCIL OF CLAYTON, CA



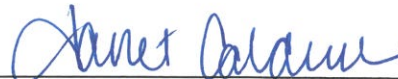
Julie Pierce, Mayor

ATTEST



Janet Calderon, City Clerk

I hereby certify that the foregoing resolution was duly adopted and passed by the City Council of Clayton, California at a regular public meeting thereof held on November 17, 2020.



Janet Calderon, City Clerk

City of Clayton Legislation Policy

Responsible Department: City Manager's Office

Approval Authority: City Council

Approval Date: November 17, 2020

Resolution No: 57-2020

I. Philosophy

To establish the guidelines and procedures by which the City expresses written positions on proposed State and Federal legislation. Legislative positions are taken to express to legislators the positive or negative impacts on our City of proposed legislation.

II. Method

- A. For proposed legislation, either consistent with the current City's Legislative Priorities or Positions, City staff shall be authorized to prepare position letters for the Mayor's signature and place the correspondence on the City Council consent agenda for potential comment prior to being sent.
- B. For legislative action or signature requests within the scope of the Council's legislative priorities that are time-sensitive and there is insufficient time to schedule for a City Council meeting, the Mayor is authorized to sign on behalf of the City Council. Copies of these letters will be included in the City Council consent agenda packet referenced in "A" above for potential comment by Councilmembers, albeit after-the-fact; or included at the end of the agenda as correspondence category.
- C. Should availability be an issue, the Vice Mayor shall be authorized to sign position letters in lieu of the Mayor.
- D. If neither the Mayor nor Vice Mayor is available, upon direction of the Mayor or Vice Mayor the City Manager may be authorized to sign the position letter.
- E. All members of the City Council shall receive copies of sent position letters and a copy will be kept on file.

- F. These legislative priorities may only address issues directly relevant to our community general welfare impacting the provision of municipal services.
- G. Generally, the City will not address matters that are not pertinent to the City's local government services such as partisan, socially divisive or international issues.
- H. For a formal City position on proposed legislation that is not be addressed in the City's Legislative Priorities, these may be placed on the City Council agenda by either a Councilmember or the City Manager.

III. Legislative Priorities

The Legislative Program will be brought before the City Council for review, discussion and future direction on an annual basis.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Updating the Clayton Fountain Operational Policy to Add Additional Dates of Fountain Operation

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution amending the existing Clayton Fountain Operational Policy to add the Federal holiday of Juneteenth as well as September 11th to the dates on which the Clayton Fountain operates.

BACKGROUND

In 2002, the City Council established the Clayton Fountain Operational Policy governing the days which the City will operate the Clayton Fountain as well as the process for the community to request (and pay for) the fountain to be operational. The Policy was further reviewed and amended in 2008 to add additional days of operation and again in 2018 for the same purpose.

DISCUSSION

The City currently operations the Clayton Fountain for a total of 15 days or events as shown on the attached Clayton Fountain Operational Policy (those events in plain type). It typically operates on Federally recognized holidays and for specified local events. Two additional dates/events are proposed to be added to the Policy, as shown in underlined and red type. The two additional dates/events are:

- Juneteenth – In 2021, Juneteenth was added as a Federal Holiday and it would be consistent with past policy actions to add it to the list of dates the Fountain is operational.
- Councilmember Wolfe had requested that the City operate the fountain on September 11th each year in commemoration of the lives lost that day.

FISCAL IMPACTS

The cost to run the Clayton Fountain is paid from the City's Landscape Maintenance District fund. In 2018, it was estimated that it cost approximately \$1,350 per day to run the fountain with geysers. Accounting for inflation, the current daily cost for operating the fountain would be at least \$1,600. There are sufficient funds available in the Landscape Maintenance District budget to absorb the costs of the two additional days in FY2022/23. The Trails & Landscape Committee, in their role in reviewing the Landscape Maintenance District budget, will further evaluate fountain costs at the mid-year review of FY2022/23 and in advance of FY2023/24. It should also be noted that the fees for community requests to run the fountain will be reviewed along with the broader review of the City's Master Fee schedule. It is likely that those fees will need to be increased to cover the costs associated with operation of the fountain when it is run by community request.

ATTACHMENTS

1. Resolution
2. Proposed Revised Clayton Fountain Operational Policy

RESOLUTION NO. ##-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON AMENDING
THE CLAYTON FOUNTAIN OPERATIONAL POLICY**

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

WHEREAS, in 2002, the Clayton City Council established the Clayton Fountain Operational Policy governing which days the City would operate the Clayton Fountain as well as the process for community requests to have the fountain operated; and

WHEREAS, the Policy was further reviewed and amended in 2008 and 2018 to add additional days of operation including all Federal Holidays and specified local events; and

WHEREAS, in 2021, Juneteenth became a recognized Federal Holiday; and

WHEREAS, in 2021 it was requested that the City consider operating the fountain on September 11th to commemorate the tragic events of that day.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, California, does hereby update the Clayton Fountain Operational Policy to add additional dates of fountain operation as shown in Exhibit A to this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 2nd day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk



6000 Heritage Trail
Clayton, CA 94517
(925) 673-7300

CLAYTON FOUNTAIN OPERATIONAL POLICY

Approved by City Council 16 April 2002
Confirmed by City Council 16 July 2002
Amended by the City Council 19 February 2008
Amended by the City Council 21 August 2018

Amended by the City Council 02 August 2022

The Clayton Fountain (with geysers) at the intersection of Oakhurst Boulevard, Clayton Road, and Center Street will operate on the following selected days to recognize City-sponsored events or functions, commemorate certain events and Federal holidays as established by law (5 U.S.C. 6103):

Martin Luther King Jr. Birthday (third Monday in January)

Presidents' Day Weekend (February)

Annual Garden Tour Weekend (April)

Annual Art and Wine Festival (last weekend in April or first weekend in May)

Memorial Day Weekend (May)

Juneteenth (June)

4th of July

BBQ Cook Off (July)

Labor Day Weekend

Oktoberfest (last weekend in Sept. or first weekend in October)

September 11th

Columbus Day (second Monday in October)

Veterans Day (November 11)

Thanksgiving Holiday weekend (fourth Thursday in November)

Downtown Holiday Tree Lighting Ceremony and Sing Along,

Christmas Day

New Year's Eve and Day

Private party or other organization requests for operation of the Clayton Fountain are subject to a two (2) week advance written request to the City of Clayton and payment by the requesting party of the flat fee as stated in the City of Clayton Current Fee Schedule. ~~The flat fee pays for the full direct and indirect costs incurred by the City for the operation of the Clayton Fountain over a forty-eight (48) hour event time period.~~



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: AUGUST 2, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING A LIBRARY LEASE AND SERVICE AGREEMENT BETWEEN THE COUNTY OF CONTRA COSTA AND THE CITY OF CLAYTON FOR FY 2022/23 AND FUTURE YEARS

RECOMMENDATION

Adopt a Resolution approving the attached Library Lease and Service Agreement between the County of Contra Costa and the City of Clayton for FY2022/23 and future years.

BACKGROUND

The City of Clayton has long partnered with Contra Costa County to provide a local community branch of the County library system. Generally, the City has been responsible for covering costs associated with owning and operating the library facility, while the County pays for and provides all library services at the location for a base number of hours per week. The last formally approved agreement between the City and Contra Costa County for the library was in 1995 (see Attachment 4).

DISCUSSION

Over the past ten years, the County has been working to standardize the library service agreements throughout the County to ensure equitable and quality library services are provided countywide. As part of the standardization effort, the County has been working to execute standardized library service agreements with all 18 Contra Costa County municipalities where the County provides library services. The countywide effort aims to:

- Provide a base level of consistent open hours to the public;
- Establish consistent staffing at libraries across the County; and
- Establish costs and options up front to all agencies.

Clayton is one of the last communities in the County left to execute the new agreement, although the City and County have effectively been operating under the terms of the new agreement since July 1, 2021.

The updated Library Lease and Services Agreement establishes terms for the City and County to continue to partner to provide library services to the community.

One area that has changed substantively from the original agreement related to technology. In the 1995 agreement, technology responsibilities were not well defined, in part because it wasn't as significant component of services as it is today. The new agreement designates that the County is responsible for most technology costs. The City retains responsibility for some items including: technology cabling, audio-visual equipment, phones, routers and switches. The City is in the process of evaluating phone service for both the library and City Hall which may result in some additional costs for that component.

For FY2022/23, the County is continuing with providing a base of 40 hours per week consistent with what was provided in the most recent fiscal year. In terms of days of the week and specific operating hours, they will remain the same as the current schedule, consistent with the base hours for all libraries across the County. The agreement will renew automatically on a yearly basis; either party may terminate the agreement with a one-year notice.

FISCAL IMPACTS

As described above, while the City does not pay directly for library services, the City is responsible for the operation and maintenance of the Library building. These costs are captured in the Library department of the City budget. The total budgeted cost for the General Fund in FY2022/23 for the Library department is \$131,104 which includes the cost for maintenance staff, phone service, utilities, janitorial and other operating costs.

It should be noted that the County has indicated that to provide library services at the Clayton Library for 40 hours per week and including technology costs, the County will spend approximately \$701,520 on the community's behalf. The County also indicated in their letter of March 30, 2022, that providing six, 12 or 16 additional hours per week would require a City contribution of between \$58,000 and \$153,000. Consistent with the prior fiscal year, the City will not be purchasing additional hours for FY2022/23.

And, as noted above, the City is in the process of evaluating the current phone system at both the library and City Hall. To the extent that replacement or upgrade costs are identified, these costs will be brought to the City Council for consideration.

ATTACHMENTS

- | | |
|---------------|--|
| Attachment 1: | Resolution |
| Attachment 2: | Library Lease and Service Agreement for FY2022/23 and Future Years |
| Attachment 3: | Annual Letter from Library Re: Library Operations for FY2022/23 |
| Attachment 4: | 1995 Library Lease Agreement |

RESOLUTION NO. ##-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON, CA
APPROVING A LIBRARY LEASE AND SERVICE AGREEMENT BETWEEN THE
COUNTY OF CONTRA COSTA AND THE CITY OF CLAYTON FOR FY2022/23 AND
FUTURE YEARS**

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

WHEREAS, Library services at the Clayton Community Library have long been provided through a partnership between the City of Clayton and Contra Costa County; and

WHEREAS, the City owns the land and building and the County operates the Library; and

WHEREAS, the City and County initially entered into an agreement for library services in 1995 and have worked cooperatively to provide library services to the community since that time; and

WHEREAS, the County has been working to standardize library services across the County and to standardize the lease and service agreements with all 18 jurisdictions within the County for which they provide library services; and

WHEREAS, the County funds a standard number of hours at each library it operates; currently the County funds 40 hours each week; and

WHEREAS, the City desires to continue its partnership with Contra Costa County for library services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, California, does hereby approve the Library Lease and Service Agreement with Contra Costa County to operate the Clayton Community Library effective July 1, 2022, as shown in Exhibit A attached to this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 2nd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Peter Cloven, Mayor

ATTEST:

Janet Calderon, City Clerk

LIBRARY LEASE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY OF CLAYTON

July 1, 2022

LIBRARY LEASE AND SERVICE AGREEMENT
BETWEEN
COUNTY OF CONTRA COSTA AND THE CITY OF CLAYTON

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EXHIBITS

Exhibit A	Library Floor Plan
Exhibit B	Form of Lease Supplement

**LIBRARY LEASE
And
SERVICE AGREEMENT**

This lease and service agreement (“**Lease**”) is dated July 1, 2021 (the “**Effective Date**”), and is between the City of Clayton California, a municipal corporation (the “**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

- A. The City owns that certain property located at 6125 Clayton Road in Clayton, California (the “**Property**”).
- B. The Property has been improved with a 15,500 square foot building (the “**Building**”), a parking lot, and landscaping.
- C. The Building is used to provide Library Services, as defined below, and is shown on the floor plan to the Building that is attached as Exhibit A – Library Floor Plan (the “**Library**” or the “**Premises**”).
- D. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires to lease the Library to the County and the County desires to lease the Library from the City on the terms set forth herein.

The parties therefore agree as follows:

AGREEMENT

1. **DEFINITIONS.** The following terms have the following meanings:

“**Actual Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal year at the Library and is the sum of Base Hours and Extra Hours.

“**Base Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year to all County-operated libraries. The County is responsible for the cost of providing Library Services during Base Hours.

“**Community Library Manager**” means the person designated as the on-site manager by the Librarian.

“**Components**” means computers, charging stations (e.g., laptop kiosks), mobile devices, printers, scanners, monitors, keyboards, and related equipment and software used in the Library by the public and staff.

“Data Communication Equipment” means routers, switches, servers, uninterrupted power supply (UPS) and wireless access points.

“Data Communication Services” means broadband and wireless access.

“Extra Hours” means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

“Fiscal Year” means a twelve-month period beginning July 1.

“Lease Supplement” means a supplement to this Lease in substantially the form of Exhibit B – Form of Lease Supplement.

“Librarian” means the person designated by the County as the County Librarian.

“Library Services” includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating a library. Except as otherwise provided herein, Library Services does not include maintenance of the Building.

“Meeting Rooms” are rooms in the Library that are used for meetings and/or events. Meeting Rooms may be used for library and other City business; and may be reserved by community groups in accordance with City guidelines.

“Specialized Equipment” means equipment that supports library operations that is not otherwise defined in this Lease, including, but not limited to, book security gates, self-check machines, remote lockers, self-service library access system (e.g., Open+) and any automated material handling equipment used at the Library.

2. **EFFECTIVENESS**. This Lease supersedes and replaces the Facilities Use and Operating Agreement.

3. **LEASE OF LIBRARY**. The City hereby leases to the County and the County hereby leases from the City, the Library.

4. **CONSIDERATION**. In exchange for the use of the Library, the County shall perform Library Services and related activities at the Library during the Term of this Lease. No rent is due or payable from the County to the City during the Term of this Lease.

5. **TERM**. The **“Initial Term”** of this lease begins July 1, 2022 and ends June 30, 2023.

A. Automatic Renewal. The Lease will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the Lease at least one year in advance in accordance with Section 5.B., Termination, below. Each annual renewal period is a

“Renewal Term.” Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the “Term” of this Lease will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this Lease at any time by giving the other party written notice at least one year prior to the proposed termination date. In the event of termination, the County shall leave the Premises and all City Materials, as defined in Section 13.B below, in good working order, and shall remove only County Materials, as defined in Section 13.A below.

6. **USE.**

A. County’s Use of Library. The County may use the Library for the purpose of providing Library Services for the public and related activities.

B. City’s Use of Library. The City may use the Library (including Meeting Rooms) during and outside the Library’s normal operating hours, so long as such use does not interfere directly with normal community library functions. The City is entirely responsible for any use of the Library that it schedules and shall hold harmless and indemnify the County, its officers, agents and employees for such use as provided for in Section 15, Indemnification. The City shall establish use guidelines for the use of Meeting Rooms, schedule use of the Meeting Rooms, and collect and retain any fees.

Any use of the Library scheduled by the City is subject to the City’s guidelines and the City’s rules and regulations. The City may not close the Library during its normal operating hours without the prior written consent of the Librarian.

C. County’s Use of Meeting Rooms. City and County Library staff will work cooperatively to schedule use of the Meeting Rooms. Library sponsored programs are to be given priority use of Meeting Rooms during library hours of operation, provided that a Library program may not displace a previously scheduled use of a Meeting Room. The County will have an opportunity to place Meeting Room reservations before the City takes general reservations. At no time will the County be charged for use of Meeting Rooms for Library programs.

D. County’s Use of Parking Lot. City may designate Library staff parking areas. Alternately, Library staff may park within designated library parking areas subject to the same provisions or restrictions that apply to the general public.

7. **MAINTENANCE AND REPAIRS**. The City shall provide the maintenance and repairs described below in order to keep and maintain the Building in good order, condition, and repair. Such maintenance and repair is to be carried out in a manner that is at least consistent with the caliber of maintenance and repairs applied by the City to other City facilities, or as mutually agreed by the City and the County. City responsibilities for maintenance and repair include:

A. Exterior. All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, pest control, lighting and parking.

B. Interior. All interior building maintenance including but not limited to mechanical and electrical systems, including gas, electrical, water, plumbing, elevators, voice and data communication systems infrastructure, heating, ventilating, air-conditioning (HVAC) systems, pest control, and all interior lighting systems, including the replacement of all fixtures and bulbs.

C. Fixtures and Furnishings. Maintenance and replacement of Building fixtures and furnishings including shelving, lighting, furniture, carpeting, window treatments, and appliances.

D. Custodial Services. City shall notify the Community Library Manager prior to selecting a contractor to provide custodial services. Alternately, City may provide such service using City staff.

8. **CAPITAL IMPROVEMENTS**. If the City and County agree that capital improvements to the Building or the Property are necessary (such improvements, “**Capital Improvements**”), then (i) the City shall provide the Capital Improvements at its sole cost and expense, and (ii) the City shall coordinate the schedule associated with the construction of all Capital Improvements with the Librarian.

9. **ALTERATIONS; FIXTURES; SIGNS**. The County may make any lawful and proper minor alterations to the Library and may attach fixtures and signs in or upon the Property with the City’s prior written approval. The County is responsible for the cost of such alterations and attachments. All alterations and attachments must comply with existing code requirements.

10. **OPERATIONS: HOURS; COSTS**.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iii) the cost to the City of the Extra Hours (such cost, the “**City’s Obligation**”) are set forth in Lease Supplement No. 1, which supplement is substantially in the form of Exhibit B.

B. Annual Modifications. For each Renewal Term, the Librarian will provide a Lease Supplement to the City in substantially the form of Exhibit B by March 31 of each year. The Lease Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Services the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City’s Obligation.

C. City Election: Extra Hours. Within 60 days of receiving the Lease Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Lease Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Lease Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Lease Supplement for that Fiscal Year is executed. The final, revised, Lease Supplement will be effective upon its execution by the County and the City.

2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Lease Supplement issued by the Librarian for the upcoming Fiscal Year, which Lease Supplement will become effective on July 1 of the Fiscal Year to which it applies.

D. Invoices; Payment. The County will invoice the City quarterly for the cost of Extra Hours incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Lease Supplement in effect for that Fiscal Year.

11. **OPERATIONS: COST OF UTILITIES.** The City shall pay for all utilities provided to the Premises, including gas, electricity, voice communication services, water, sewer, fire alarm, intrusion alarm, garbage, and recycling.

12. **OPERATIONS: TECHNOLOGY AND EQUIPMENT; COSTS.** The County and City shall share responsibility for providing and maintaining technological equipment and services as follows:

A. Components. The County shall provide technology support at the Library, including determining the quantity, type, configuration, and location of all Components used in the Library. The County shall acquire Components for use in the Library and maintain them in good working order. The County is responsible for the cost of obtaining and maintaining Components in the Library.

B. Voice Communication System. The City, at its expense, shall acquire and provide communication equipment and on-going voice services to the Library.

C. Data Communication System. The County shall acquire and configure the Data Communication Equipment and select Data Communication Services for the Library to create the Library's data communication system. The City is responsible for the actual cost of obtaining and maintaining the Data Communication Equipment. To ensure the City is able to properly budget for the cost of the Data Communication Equipment, prior to placing an order for Data Communication Equipment, (i) the County will provide a written estimate of the cost of the Data Communication Equipment to the City, and (ii) must receive the City's written consent to the

acquisition. At the parties' discretion, such writing may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Data Communication Equipment, even if it varies from the estimate through no fault of the County's.

1. Connection. The County will connect the Library's data communication system to the County Library wireless network. It is expressly understood and agreed that such wireless network is for the exclusive use of the County in providing Library Services. The City shall provide CAT5 or better Ethernet cabling throughout the Library and replace or upgrade as needed.

2. Monthly Cost. The County is responsible for the cost of the monthly usage fee for Data Communication Services.

D. Miscellaneous Equipment.

1. Specialized Equipment. The County shall acquire any Specialized Equipment used in the Library. The City is responsible for the actual cost of obtaining and maintaining any Specialized Equipment. To ensure the City is able to properly budget for the cost of any Specialized Equipment, prior to placing an order for Specialized Equipment, (i) the County will provide a written estimate of the cost of the Specialized Equipment to the City, and (ii) must receive the City's written consent to the acquisition. At the parties' discretion, such writings may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Specialized Equipment, even if it varies from the estimate through no fault of the County's.

2. Copiers. The County shall provide, at its sole cost and expense, one or more copy machines for use by library staff at the Library. The County may provide, at its sole cost and expense, one or more copy machines for use by the public at the Library. The County shall also obtain, at its sole cost and expense, a maintenance contract for each such copy machine. Any revenue collected for the use of copy machines will be retained by the County.

3. Audio Visual Equipment. Should the City elect to procure any audio-visual equipment for use, either by the City or County, at the Library, the City shall provide such equipment, at its sole cost and expense. The City shall also maintain, at its sole cost and expense, any audio-visual equipment it procures. All such audio-visual equipment will be City Materials, as defined in Section 13(B) of this Lease.

E. Obsolescence Avoidance. The City and County are both responsible and shall work together in good faith to ensure that all equipment and technology services at the Library, including the voice communication systems, the data communication System, Data Communication Services, and Specialized Equipment, and excluding copiers and Components, are adequate for the Library's needs and that costs that are the responsibility of the City are within the City's fiscal parameters and approved by the City in advance. Are in

13. **OWNERSHIP OF CONTENTS.**

A. County. All books, furnishings, fixtures, equipment, and materials purchased by the County, or foundations or private or public fundraising efforts on behalf of the County, are owned

by the County. Together, these books, materials, furnishings, fixtures, and equipment are the “**County Materials.**”

B. City. All books, furnishings, fixtures, equipment and materials purchased by the City, or foundations or private or public fundraising efforts on behalf of the City, are owned by the City. Together, these books, materials, furnishings, fixtures, and equipment are the “**City Materials.**” City Materials will be identified in the County’s Integrated Library System.

C. Replacement of FF&E. From time to time, City and County will jointly determine if City-owned furnishings, fixtures and equipment are in need of repair or replacement, or, if applicable, a schedule for replacing City-owned furnishings, fixtures and equipment. The City shall carry out, and bear the cost of, such repair or replacement as soon as is practically and fiscally possible.

D. Public Art. The City is responsible for the selection, cost, maintenance, installation, and removal of, and any liability for, all interior and exterior public art displayed at the Library.

14. **INSURANCE**

A. Liability Insurance

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the County must (i) name the City, its officers, agents, and employees, as additional insureds, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the City with respect to liability imposed on the County under this agreement, and (iii) contain a severability of interest clause.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the City must (i) name the County, its officers, agents, and employees, as additional insureds thereunder, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the County with respect to liability imposed on the City under this agreement, and (iii) contain a severability of interest clause.

B. Property Insurance

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering the County-owned property within the Library, and any other personal property owned by the County located at the Property. Such coverage must (i) contain a waiver of subrogation endorsement in favor of the City, and (ii) cover loss or damage to the County-owned property in the amount of the full replacement value. Covered perils are to include fire, all risk, vandalism, malicious mischief, and sprinkler leakage.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering all structures and improvements at the Property and any personal property owned by the City located at the Property. Such coverage must contain a waiver of subrogation endorsement in favor of the County. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage.

C. Workers Compensation and Employers Liability. Both parties shall maintain in full force and effect Workers Compensation Insurance or self-insurance, and Employers Liability Insurance or self-insurance with limits that conform to legal requirements.

15. **INDEMNIFICATION**

A. By County. County shall indemnify, defend and hold the City harmless from the County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, agents or employees in using the Property pursuant to this Lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by the City, , and/or (ii) the negligent acts, errors, or omissions of the City, its officers, agents or employees.

B. By City. The City shall indemnify, defend and hold the County harmless from City’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of the City, its officers, agents or employees with respect to the Property, or the City’s performance under this Lease, the City’s use of the Property, the structural, mechanical or other failure of buildings owned or maintained by the City, the design of the Library, or City-owned fixtures in the Library, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees.

16. **HAZARDOUS MATERIAL**. The City warrants to the County that the City does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Property in violation of environmental laws. The City shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the Property that was not brought to the Property by or at the request of the County, its agents, contractors, invitees or employees. The City acknowledges and agrees that the County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about

the Property by the County or by any of County's agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

"Hazardous Material" means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

17. **DEFAULT.** The occurrence of any of the following events is a default ("**Default**") under this Lease:

A. By County. If the County fails to operate the Library as a public library and such failure continues for thirty (30) days after receipt of a written notice of failure from the City to the Librarian with a copy to the County Administrator; provided, however, that the County will have additional time, up to an additional one hundred twenty (120) days, if its failure is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget, work stoppages, and acts of God.

B. By City. The City's failure to perform any of its obligations under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice of failure from the County to the City specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty (30) day period, then a Default will not be deemed to occur until the occurrence of the City's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of one hundred twenty (120) days, provided the City commences curing such breach within thirty (30) days after receipt of the notice of the breach and thereafter diligently proceeds to cure such breach.

18. **REMEDIES.**

A. By County. Upon the occurrence of a Default by the City, the County may (i) terminate this Lease and quit the Premises, or (ii) suspend operation of Library Services until the default is cured.

B. By City. Upon the occurrence of a Default by the County, the City may, after giving the County written notice of the Default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

19. **MISCELLANEOUS.**

A. Use of Volunteers. Volunteers are vital and welcome in enhancing the level of service offered in providing Library Services. The City's Volunteer Coordinator shall work with the County's library volunteer coordinator to recruit and schedule volunteers to assist with community library operation. Volunteers will be utilized to perform services as mutually agreed upon by the County and the City.

B. Assignment and Sublease. The County does not have the right to assign this Lease or sublease the Premises or any part thereof at any time during the Term.

C. Quiet Enjoyment. Provided the County is in compliance with the material terms of this Lease, the City shall warrant and defend the County in its quiet enjoyment and possession of the Premises during the Term.

D. Waste. The County shall not commit, or suffer to be committed, any waste upon the Premises.

E. Surrender of Premises. On the last day of the Term, or earlier termination of this Lease, the County shall peaceably and quietly leave and surrender the Library to the City, in good condition, ordinary wear and tear, and damage by casualty, condemnation, acts of God, and the City's failure to make repairs required of the City excepted. Upon termination of this Lease, the County shall remove the County Materials from the Premises within one hundred eighty (180) days, unless otherwise agreed to in writing by the City.

F. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease.

G. Notices. Any notice required or permitted under this Lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To the City: City of Clayton
 City Manager
 6000 Heritage Trail
 Clayton, CA 94517
 925-673-7300

To the County: County Librarian
 Contra Costa County
 777 Arnold Drive, Suite 210,
 Martinez, CA 94553
 Phone: (925) 608-7700

With a copy to: Real Estate Manager
 Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553
 Phone: (925) 313-2000

Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance

with this Section, all written notices will be deemed effective (i) the next business day, if sent by overnight courier, and (ii) three days after being deposited in the United States Postal system, if sent by registered or certified mail.

H. Time is of the Essence. Time is of the essence in fulfilling all terms and conditions of this Lease.

I. Governing Law. The laws of the State of California govern all matters arising out of this Lease.

J. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

K. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect.

This Lease is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This Lease may be modified only by a writing signed by both parties.

The parties are executing this Lease as of the date set forth in the introductory paragraph.

COUNTY

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

By: _____
Alison McKee
County Librarian

RECOMMENDED FOR APPROVAL:

By _____
Brian M. Balbas
Public Works Director

By _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

CITY

CITY OF CLAYTON, a
municipal corporation of the State of
California

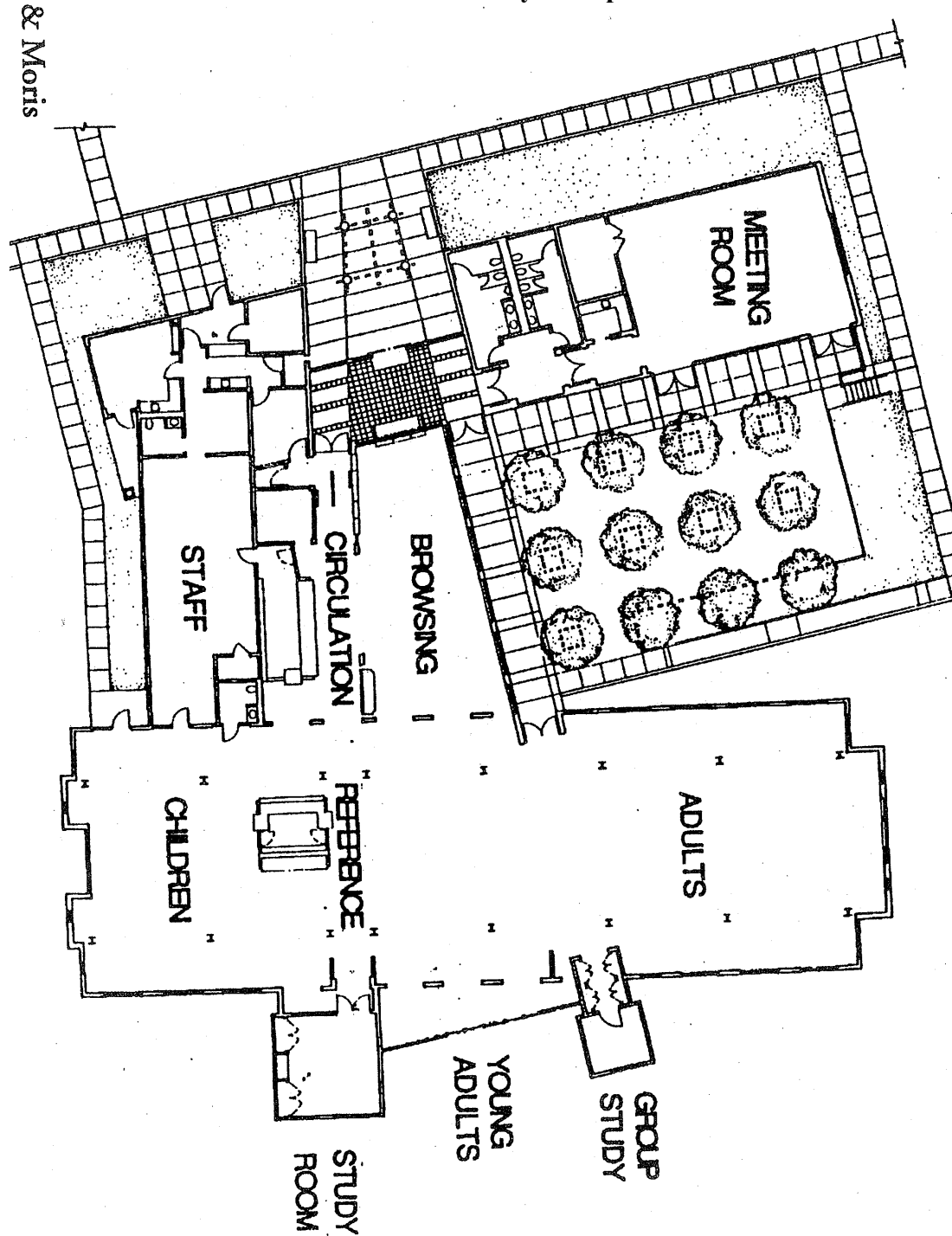
By: _____
Reina J. Schwartz
City Manager

APPROVED AS TO FORM:

By: _____
Mala Subramanian
City Attorney

EXHIBIT A

Library Floorplan



EXAMPLE/FORMAT
EXHIBIT B

Lease Supplement

LEASE SUPPLEMENT No. []

This Lease Supplement No. [1] is dated July 1, 20## and supplements the Lease dated July 1, 2022 (the “**Lease**”) between the City of Clayton, a municipal corporation of the State of California (the “**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Lease.

1. The number of Base Hours to be provided by the County in the Fiscal Year beginning July 1, 20##, is 40.
2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 20## is ____.
3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 20## is ____.
4. The City’s Obligation for the Fiscal Year beginning July 1, 20## is \$____.
5. This Lease Supplement No. [##] is effective in accordance with the terms of the Lease.

COUNTY

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

By: _____
Alison McKee
County Librarian

CITY

CITY OF CLAYTON, a
municipal corporation of the State of
California

By: _____
Reina J. Schwartz
City Manager

Contra Costa County Library

777 Arnold Drive, Suite 210
Martinez, California 94553-3633
(925) 608-7700
FAX (925) 608-7761

Contra Costa County

Alison McKee
County Librarian



March 30, 2022

Reina Schwartz, City Manager
City of Clayton
6000 Heritage Trail
Clayton, California 94517

Dear Ms. Schwartz:

The Library's FY 2022/23 budget has been submitted to the Board of Supervisors for their consideration.

Contra Costa County will continue to provide 40 open hours at all community libraries in 2022/23 when the city provides and funds the facility-related costs. The 40 base open hour weekly schedule is as follows:

Monday CLOSED
Tuesday 12-8
Wednesday 10-6
Thursday 10-6
Friday 9-5
Saturday 9-5

Any city that would like to fund Extra Hours has the following standard options:

Option A 46 open hours per week 6 Extra Hours per week	Option B 52 open hours per week 12 Extra Hours per week	Option C 56 open hours per week 16 Extra Hours per week
Monday CLOSED Tuesday 10-8 Wednesday 10-8 Thursday 10-8 Friday 9-5 Saturday 9-5	Monday 10-8 Tuesday 10-8 Wednesday 10-6 Thursday 10-6 Friday 9-5 Saturday 9-5	Monday 10-8 Tuesday 10-8 Wednesday 10-8 Thursday 10-8 Friday 9-5 Saturday 9-5

If the City of Clayton would like to fund Extra Hours above the 40 base hours, the costs are as follows:

Option A: \$ 58,111	Option B: \$90,241	Option C: \$152,897
----------------------------	---------------------------	----------------------------

Per the standard lease agreement, cities are responsible for certain technology costs. The estimated cost of technology for FY 2022/23 for the City of Clayton is \$0. This is because the County is in the process of assessing and upgrading library related technology at the County's own cost.

The County will be contributing **\$701,520** towards 40 base hours at the Clayton Library. Additionally, the County continues to fund a collection of 1 million physical items for checkout, over 4 million ebooks and audiobooks, 35 electronic resources such as movies and newspapers, and administration of the 26 libraries within the county. Administration includes providing back of house support for computing and networking equipment, hiring and retention, shipping through three delivery routes, budget and finance support, and countywide coordination of programs and services to meet specific needs of each community.

For your reference and per the standard lease, within 60 days of receiving this letter, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

Thank you for your continued partnership in bringing library services to the City of Clayton.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alison McKee', written in a cursive style.

Alison McKee
County Librarian

cc: Geneva Moss, Community Library Manager, Clayton Library
Lynne Noone, Deputy County Librarian
Abby O'Neill, Library Services Manager
Linda Martinez, Administrative Services Officer: Budget and Finance

**FACILITIES USE & OPERATING AGREEMENT between the
CITY OF CLAYTON and the COUNTY OF CONTRA COSTA**

1. PARTIES

Effective on 6-7-95, the CITY OF CLAYTON, hereinafter called "CITY", and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California, hereinafter called "COUNTY", mutually agree and promise as follows:

2. PURPOSE OF THIS AGREEMENT:

The Clayton Community Library facility located at 6125 Clayton Road in Clayton is owned by the City of Clayton. This agreement will provide and establish conditions for the operation of the facility as a Branch library by the Contra Costa County Library.

3. CONTROL OF FACILITIES:

- A. The City shall retain overall ownership, control and management of the facility at all times. The City shall establish policies for the use of the community meeting room and will schedule all uses and collect and retain any user fees. Library programs shall have priority for scheduling as outlined in the City of Clayton Library Meeting Room Use Policies, attached as "Exhibit A"; and shall not be charged for the use of the meeting room.
- B. The County Library shall be granted use of the facility as a branch library, and shall provide day to day supervision and operation of the building and the library patrons, within general use guidelines established by the City (example: energy management, building security, etc.).
- C. The City, in conjunction with the Clayton Community Library Foundation, reserves the right to develop programs of compatible uses insofar as such programs do not directly interfere with normal branch library functions. Compatible uses include, but are not limited to: computer instruction; homework help center; children's entertainment and education; business support activities, etc. All such programs will be coordinated with the County's Branch Manager prior to starting.

4. RESPONSIBILITIES, BUDGETING, AND COST SHARING:

The City and County shall mutually establish an annual budget for the library by June 1st of every year. It is recognized that each party will provide indirect benefits to the library, such as the provision of central library services, city administrative services, and volunteers, for which no budget will be developed nor cost sharing provided. For the direct costs associated with the library building and operation, the parties agree to the following assignment of responsibilities:

The City will be responsible for:

- a. Exterior and interior building maintenance.
- b. City-owned furniture and equipment maintenance.
- c. Utilities.
- d. Materials and supplies, up to the annually budgeted limit.
- e. Collection materials.
- f. Volunteer recruitment and coordination.
- g. Salary, FICA and medicare taxes, unemployment and workers compensation premiums only for one part-time paid library student assistant / library aide position.
- h. Janitorial services.
- i. Landscape and grounds services.

The County will be responsible for:

- a. All staffing not included in items f and g of City responsibilities.
- b. Data lines for automated library system.
- c. County-owned furniture and equipment.

For purposes of this agreement:

Utility costs will include:

- (a) natural gas
- (b) electricity
- (c) water
- (d) sewer
- (e) telephone (except for long distance charges)
- (f) garbage collection and disposal

Consideration for this agreement is the faithful performance of the terms and conditions of the agreement. No rent shall be due or payable during the term of this agreement. Any costs paid by one party that are the responsibility of the other party, shall be reimbursed within 60 days of receipt of a written demand for payment.

5. HOURS OF OPERATION

The Library shall be open to the public 40 hours per week; provided that the level of paid and volunteer staffing is adequate. A normal standard of adequacy shall be a minimum staffing during public access hours of three paid and/or trained volunteer staff, one of which shall be a paid professional or supervisory level staff member. If staffing falls below that level, the County's staff supervisor will assess the level of use, control and security issues, and shall have the authority at his/her sole discretion to close the library early or for a period of time until additional staffing is available.

The schedule of Library public hours shall be established as follows:

Monday	1:00 p.m. to 9:00 p.m.	Tuesday	10:00 a.m. to 6:00 p.m.
Wednesday	1:00 p.m. to 9:00 p.m.	Thursday	10:00 a.m. to 6:00 p.m.
Friday	Closed	Saturday	9:00 a.m. to 5:00 p.m.
Sunday	Closed		

Changes to the schedule must be agreed to by both parties.

6. LIBRARY STAFF

The County shall provide a minimum paid staffing level of 2.55 full time equivalent staff. A Branch Manager shall be appointed by the County as the supervisor of the Clayton Library, and shall have primary authority and responsibility for the provision of library services in the branch. The County's Branch Manager shall arrange a quarterly meeting of representatives of the Branch Library management, County Library Administration, Clayton Community Library Foundation, and City of Clayton to review relevant library issues; and shall meet weekly with the City Volunteer Coordinator to review schedules, assignments, and other relevant issues.

The County will recruit for and appoint the City-funded part-time library student assistant / library aide ("Aide"). The position shall be advertised locally, and preference given to residents of the City of Clayton. The Aide shall be an employee of the County and the County shall provide the sole supervision of the Aide.

7. USE OF VOLUNTEERS

Volunteers shall be considered a vital and welcomed partner in the operation of the Library.

The City shall provide a coordinator to recruit and schedule volunteers to assist with the operation of the library, and shall provide workers compensation coverage for such volunteers. Volunteers will be supervised, and work tasks assigned, by the Branch Manager and/or the supervising professional staff in the absence of the Branch Manager. Paid staff, other than as designated above, will not have supervisory authority over volunteers, nor will volunteers be placed in supervisory roles over staff. Volunteers may, however, be used in supervisory roles over other volunteers, as needed. The Branch Manager and Volunteer Coordinator shall identify and address days and times of most critical need to maintain the required minimum staffing.

Three levels of volunteers shall be recognized:

Public Services Supplemental: This level of volunteers shall have or receive training to perform relevant and needed public service library duties, including circulation and information services. The City shall provide a minimum of 28 hours per week at specific critical days and times; and shall have an additional goal of providing at least 21 additional hours per week.

Support Services Supplemental: This level of volunteer will have or receive minimal training, and may be used for any clerical, book handling, cleaning, security, etc. tasks. The City shall provide a minimum of 35 hours per week on specific days; and shall have an additional goal of providing at least 10 additional hours per week.

Program Services Supplemental: Special volunteers may be used for specific program needs, such as children's story hour, homework help, adult literacy, etc., which may be under the direction of the library staff, the City, or the Clayton Community Library Foundation. All special programs shall be coordinated with the Branch Manager to avoid program redundancy or scheduling conflicts. The City shall provide volunteers as needed by specific programs.

8. TERM AND TERMINATION

The initial term of this agreement shall extend from the effective date through June 30, 1996. The City and County shall evaluate the effectiveness, appropriateness, and fairness of the agreement after the first six months of operation, and annually thereafter.

This agreement shall automatically renew each year for subsequent one year terms, except that either party may terminate the agreement upon 60 days prior written notice to the other party.

In the event of termination, the County shall remove only equipment and materials provided directly by the County, and shall leave in good working order all equipment and materials provided by the City or the Clayton Community Library Foundation. It is agreed that all collection materials shall remain in the facility upon termination, provided the facility continues to be operated as a community library.

9. IMPROVEMENTS OR ALTERATIONS

No improvements or alterations shall be made to the building, furniture, equipment, other building contents or library premises without the prior written approval of the City.

10. CONDITION OF FACILITIES

The County shall make reasonable efforts to operate the facility in a safe condition, and to advise the City of any condition requiring maintenance attention. The County shall be responsible for any damages to the facility caused by County staff.

The Library shall be kept free of clutter and unsightly advertising, notices, etc. Temporary paper signs/notices shall not be used (on shelving, furniture, counters, walls, etc.), except for brief-duration notices properly secured on tackable surfaces and built-in bulletin boards.

11. NON-ASSIGNABILITY

The County may not assign nor sublet an portion of the facility without the City's prior written consent.

12. INDEMNIFICATION

County agrees to indemnify and hold harmless City and the Clayton Community Library Foundation, their officers and employees from the County's share of all liability, losses, costs or expenses, including attorney's fees arising out of the negligent acts, errors and omissions of County, its officers, agents, employees or contractors. City agrees to indemnify and hold harmless County and the Clayton Community Library Foundation, their respective officers and employees from the City's share of all liability, losses, costs or expenses arising out of the negligent acts, errors or omissions of the City, its officers, employees, agents or contractors.

13. INSURANCE

County is self-insured and shall maintain coverage under its self-insurance program for public liability and for County-owned furniture and equipment.

City shall maintain adequate comprehensive property and public liability coverage for the building, grounds, and contents excluding County-owned furniture and equipment.

14. DEFAULTS

In the event of County's material breach of any of the covenants or conditions herein, City may re-enter and repossess the premises after giving County written notice of default and in accordance with due process of law. In the event of a material breach by City, County may terminate the agreement and quit the premises without further cost or obligation.

15. NOTICES

All notices required by this Agreement shall be directed as follows:

To County:

Anne-Marie Gold
County Librarian
Contra Costa County Library
1750 Oak Park Blvd.
Pleasant Hill, California 94523

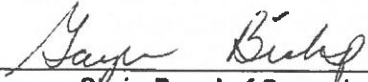
To City:

Tom Steele
City Manager
City of Clayton
1007 Oak Street
Clayton, California 94517

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

COUNTY

COUNTY OF CONTRA COSTA
a political subdivision of the State of California

By 
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL:

By 
Deputy County Administrator

By 
County Librarian

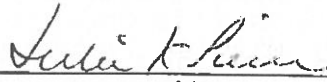
By 
Deputy General Services Director


APPROVED AS TO FORM:
VICTOR J. WESTMAN, County Counsel

By 
Deputy

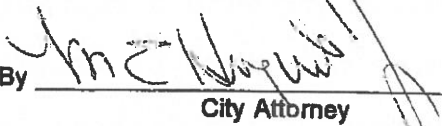
CITY

CITY OF CLAYTON

By 
Mayor

Attest 
City Clerk

APPROVED AS TO FORM:

By 
City Attorney

RESOLUTION NO. 31-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
APPROVING FACILITIES USE AND OPERATING AGREEMENT FOR
THE CLAYTON COMMUNITY LIBRARY WITH THE COUNTY OF CONTRA
COSTA AND AUTHORIZING EXECUTION OF THE AGREEMENT
BY MAYOR PIERCE

WHEREAS, the City Manager, with input from the Clayton Community Library Foundation, has conducted extensive negotiations with different County officials, including the County librarian, to establish terms and conditions for operation of the Clayton Community Library as a branch library of the Contra Costa County Library System; and

WHEREAS, terms and conditions acceptable to the City Manager have been agreed upon by the County Librarian and are set forth in a Facilities Use and Operating Agreement, a true and correct copy of which is attached hereto, marked Exhibit "A", and made a part hereof; and

WHEREAS, said Agreement has been reviewed and approved by the Clayton City Attorney and the City Manager now recommends approval by the City Council.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clayton that the Facilities Use and Operating Agreement for the Clayton Community Library between the City of Clayton and the County of Contra Costa, a true and correct copy of which is attached hereto, marked Exhibit "A", and made a

part hereof, is hereby approved and the Mayor is authorized to execute said Agreement for and on behalf of the City of Clayton.

Adopted by the City Council of the City of Clayton at a regular meeting of said Council held on June 6, 1995, by the following vote:

AYES: Council Members Laurence, Littorno, Mayor Pierce

NOES: None

ABSENT: Council Member Manning, Vice Mayor Kendall

Julian K. Pierce
Mayor

ATTEST:

Frances Douglas
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 meeting held on June 6, 1995.

Frances Douglas
City Clerk

0534k



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Reina Schwartz, City Manager

MEETING DATE: August 2, 2022

SUBJECT: Approve by Minute Order a Memorandum of Agreement with Clayton Theatre Company Reflecting Endeavor Hall Rental Rate Discount

RECOMMENDATION

It is recommended the City Council approve by Minute Order the attached Memorandum of Agreement with the Clayton Theatre Company with an additional 80% discount rate to support local arts and theater. This was recommended by the City Council's Endeavor Hall Marketing Ad Hoc Committee (Councilmembers Diaz and Wolfe) at its meeting on July 18, 2022.

BACKGROUND

The City of Clayton annually sets the fees to be charged to for profit businesses, non-profit businesses, residents, and non-residents via adoption of the Master Fee Schedule. The goal of the Master Fee Schedule is to provide a consistent set of fees for public use of parks, facilities and the like owned by the City and to defray some of the operational costs associated with them. It has been a past practice for the City of Clayton's City Manager to approve a deeply discounted agreement with Clayton Theatre Company for their use of Endeavor Hall to support the arts and increase the use of Endeavor Hall. The total annual discounts for Clayton Theatre Company have ranged from \$5,000 -\$17,000 per year, depending on how many performances were held in a fiscal year.

DISCUSSION

Staff recommends that the City Council approve the Memorandum of Agreement with Clayton Theatre Company for their Fall 2022 show at the 80% discounted rate, since this group is depending on this fee structure. For future seasons, staff recommends that a strategy for investment in local arts be established to create uniformity, standards and help with financial transparency. As discussed with the City Council's Endeavor Hall Marketing Ad Hoc

Committee on July 18th, some initial ideas include: set aside a certain amount of City Council approved funds per year in the budget to support the arts and then have a grant for arts wherein a local group would need to apply for these funds and meet a minimum set of criteria. More brainstorming will be completed, and a plan will be formed in order to decide how best to support the arts while also creating better standards to adhere to.

FISCAL IMPACT

The Fiscal Impact to the City of Clayton for this contract is \$4,161.20 in rental revenue, with a \$16,644.80 (80%) discount (refer to attachment B in the contract: the invoice). However, since this has been the practice for a number of years, there is no budgeted fiscal impact this year as we did not budget for this additional revenue that is being lost by discounting. Additionally, if we do not honor the previous discounting practice, the Clayton Theatre Company will not be able to afford the Endeavor Hall Rental and would have to cancel their season. Therefore, we would potentially lose out on \$4,161.20 in rental revenue. It should be noted that the City will be reviewing all of its fees in advance of the FY2023/24 budget cycle to ensure that they appropriately recover costs and services provided.

ATTACHMENTS:

1. Agreement with Clayton Theatre Company for Fall 2022 Production
2. Invoice for Clayton Theatre Company for Fall 2022 Production
3. FY2022/23 Master Fee Schedule

MEMORANDUM OF AGREEMENT
BETWEEN
THE CLAYTON THEATRE COMPANY
AND
THE CITY OF CLAYTON

WHEREAS, the Clayton Theatre Company ("CTC"), a 501 (c) (3) non-profit corporation, has a continuing desire to rent and use the City of Clayton's ("City") Endeavor Hall ("Facility") for purposes of auditions, rehearsals and productions of small community Theatre shows in said Facility, the parties hereto named agree to the following rental and use terms and conditions for August 29, 2022 through October 31, 2022 (limited to the term of the fall production of Forbidden Broadway's Greatest Hits):

1. Facility Rental Fees

CTC and the City recognize and acknowledge the Clayton City Council annually sets the Facility rental fees for various groups and individuals through its adoption of a Master Fee Schedule. Said rental fees are routinely and regularly applied to all users according to the category of user and the specific day(s) of a week for use. The City agrees to honor the previous practice of applying an 80% discount rate of the current hourly rental rate for non-profits for the upcoming fall production of Forbidden Broadway's Greatest Hits, which runs from October 14 through October 30, 2022. The agreed upon hourly rate will be discounted to \$11.40 per hour (discounted from the \$57 non-profit rate), \$28.80 maximum weekday daily rate (discounted from \$144 per day) and \$43.20 maximum weekend hourly rate (discounted from \$216 per hour). Please refer to the City's Adopted Master Fee Schedule approved by the City Council for FY2022/23 (Attachment A) upon which CTC's calendar year 2022 rents are based and calculated for it's the 80% discount rate. CTC is informed of and acknowledges that the City's Master Fee Schedule is typically adopted each fiscal year and incorporates a Consumer Price Index (CPI) adjustment/increase to the Facility's base rental fees, which action affects CTC's rates for the terms of this contract. Attached (Attachment B) is the invoice which summarizes the fees set forth in this contract.

2. Facility Rental Payments Due

CTC agrees it shall pay the City the full amount of its rental fees due within two (2) weeks following the close of each production or community event. Failure to make full payment as described herein shall cause CTC to forfeit any and all future uses of the Facility.

CTC agrees that its rental use of the Facility for purposes other than the fall production of Forbidden Broadway's Greatest Hits shall be charged as listed in the City's Master Fee Schedule and at the full applicable hourly rate unless other terms have been approved by the City Council in advance of said bookings and use of the Facility.

Further, should CTC reserve and book the Facility for actual production shows during the term of this agreement and then subsequently redirect the rehearsed show for actual production at a different facility instead, CTC herein agrees it is obligated for and shall pay the City the reserved

rents it is due as compensatory offset to the City's and business community's losses in associated local economic benefits.

3. Switching of Facility Hours and Days

CTC may exchange or switch their hours and days reserved or booked at no additional cost, provided as long as they are within the timeframe of this contract:

- a) The requested switch does not bump another existing rental of the Facility scheduled by the City.
- b) CTC informs City staff (Office Assistant) in advance of its desire to switch hours or days and the exchange is acknowledged and approved in advance by said City staff.
- c) Only "like" hours and days may be switched or exchanged. Example: CTC may switch weekday hours booked for other available weekday hours (at a 1:1 ratio) but may not exchange weekday hours for weekend hours.

4. Use Limitations

- a) CTC agrees it shall not conduct nor allow any Theatre set construction or painting on the Facility's grounds or inside the Facility's building(s).
- b) CTC agrees the City may bump CTC's scheduled use of the Facility on premium weekend days (i.e., Friday, Saturday, or Sunday) on each occasion the City has another renter willing and desiring to use the Facility for a 100% rental fee, as contained in the City's Master Fee Schedule, provided CTC's scheduled weekend use does not involve the actual public production of a small Theatre show or community. However, City agrees it will not bump CTC's use of the Facility for other City renters during the period covering seven (7) calendar days prior to the opening show and concluding at the end of a performance's final run.
- c) In the event that the City bumps CTC's use as described in 4b above, CTC agrees it will remove or clear any and all sets or Theatre furnishings from the Facility, to the satisfaction of the City, so as not to disrupt or restrict the normal and expectant rental use of the Facility by the approved City renter.
- d) City agrees to have the Facility, its restrooms, kitchen, and courtyard cleaned only before the first rental date and after the last rental date. City shall provide appropriate paper products, soap in the restrooms, and rags, broom dustpan and soap in the kitchen.
- e) CTC is responsible to ensure it will reasonably keep the Facility's interior and exterior grounds and space in a clean and litter-free condition at the conclusion of each day of its use such that it will not detract from the City showing the Facility to other potential users. CTC shall inform City staff in writing (i.e.: e-mail) of any and all Facility issues or building concerns immediately upon its discovery.
- f) City agrees to issue CTC two (2) keys for access to the Facility, CTC agrees it shall not duplicate said key, and CTC shall return each key concurrent with the final Facility rental payment in 2022. Keys will be issued on Monday, August 29, 2022, and shall be returned by Monday, November 14, 2022.
- g) CTC herein expressly agrees to and holds the City harmless and free from liability for all claims by CTC, its actors, employees, contractors or agents regarding damages or losses related to CTC's storage of its props, sets, equipment, costumes, and any and all other CTC company or personal property at the Facility.

- h) CTC shall submit and sign reservation application for Endeavor Hall Facility Use application and policies.
- i) CTC shall provide the City of Clayton with proof of valid insurance coverage as evidenced by a certificate of insurance or declarations page. Such certificate shall provide coverage for bodily injury and property damage liability in the amount of \$2,000,000 and \$1,000,000 respectively per occurrence. Additionally, if alcohol is being served or otherwise consumed at the event, the insurance policy shall provide host liquor liability coverage in the amount of \$2,000,000 per occurrence. The insurance policy shall name the City of Clayton, its officers, employees, and volunteers within an additional insured policy endorsement page in conformance with the Hold Harmless Agreement and Page 4 of 5 must specify that the applicant insurance shall be primary to any insurance carried by the City and without offset to City's policies. The insurance policy shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time the contract is executed.

5. Modifications or Amendments

No changes or revisions to this Memorandum of Agreement are valid or implemented without the express written advance approval of the City Manager and/or City Council.

6. Term of the Agreement

The City and CTC each agree the term of this Memorandum of Agreement shall be for the period as described above.

WITNESSETH the signatures below as to the agreement of the City and CTC to the terms and conditions herein prescribed and authorization to sign on behalf of its respective entity:

City of Clayton, CA

Clayton Theatre Company

Reina J. Schwartz, City Manager

Patti Berrow, President

Date: _____

Date: _____

Roxanne Pardi, Managing Director

Date: _____

Attachments:

A: FY2022/23 City Master Fee Schedule

B:.Invoice for contract term



City of Clayton
Finance Department
6000 Heritage Trail
Clayton, CA 94517
Phone: (925) 673-7300

INVOICE

Date: 8/2/2022

To:
Clayton Theatre Company
PO Box 991
Clayton, CA 94517

For:
Endeavor Hall Rental

Description	Amount
Fall 2022 - Rehearsals and Performances	
15 days @\$144/rate per Weekday	\$2,160.00
86 hours @ \$216/rate per hour (Non-Profit Weekend Rate from Friday 5:00pm - Sunday 5:00pm)	\$18,576.00
Alcohol Permit	\$70.00
Total	\$20,806.00
80% Discount	\$16,644.80
Total	\$4,161.20

Make all checks payable to "City of Clayton"

If you have any questions concerning this invoice, contact Ivan Chavez at 925-673-7300

Thanks for your payment!

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
COMMUNITY DEVELOPMENT DEPARTMENT		
Annexations		
1,3,4,5	Annexation	Time - \$5,000 minimum deposit
General Plan /Zoning Ordinance Amendments		
1,3,4,5	General Plan Map or Text Amendment	Time - \$5,000 minimum deposit
1,3,4,5	Pre Zoning / Re Zoning	Time - \$5,000 minimum deposit
1,3,4,5	Zoning Ordinance Text Amendment	Time - \$5,000 minimum deposit
Site Plans / Development Plans		
1,3,4,5	Site Plan Review Permit - Residential	Time - \$1,000 minimum deposit
1,3,4,5	Site Plan Review Permit - Residential Amendment	Time - \$1,000 minimum deposit
1,3,4,5	Site Plan Review Permit - Non Residential	Time - \$5,000 minimum deposit
1,3,4,5	Site Plan Review Permit - Non Residential Amendment	Time - \$2,000 minimum deposit
1,3,4,5	Development Plan	Time - \$5,000 minimum deposit
Subdivisions		
1,3,4,5	Tentative Subdivision Map Application	Time - \$5,000 minimum deposit
1,3,4,5	Lot Line Adjustment	Time - \$1,000 minimum deposit
1,3,4,5	Lot Merger	Time - \$2,000 minimum deposit
Parcel Maps		
1,3,4,5	Tentative Parcel Map Application	Time - \$2,000 minimum deposit
Environmental Review		
1,3,4,5	Environmental Impact Report	Time - \$5,000 minimum deposit
1,3,4,5	Negative Declaration with Mitigations (Mitigated Neg. Dec.)	Time - \$2,500 minimum deposit
1,3,4,5	Negative Declaration without Mitigations	Time - \$1,500 minimum deposit
	Mitigation Monitoring and Reporting Plan	Included with Mitigated Neg Dec/ EIR
1,3,4,5	Categorical Exemption	County filing fee + Time
Permits		
6	Home Occupation Permit - Administrative Review	\$216
1,3,4,5	Home Occupation Permit - Planning Commission Review	Time - \$750 minimum deposit
→ 10	Use Permit - Fences Administrative Review	\$216
1,3,4,5	Use Permit - Residential - Planning Commission Review	Time - \$1,000 minimum deposit
1,3,4,5	Use Permit - Non- Residential - Planning Commission Review	Time - \$5,000 minimum deposit
6	Temporary Use Permit - Administrative Review	\$216
1,3,4,5	Temporary Use Permit - Planning Commission Review	Time \$500 minimum deposit
→ 6,10	Sign Permit - Administrative Review	\$70
1,3,4,5	Sign Permit - Planning Commission Review	Time - \$1,000 minimum deposit
→ 6,10	Temporary Storage Permit	\$70
→ 6,10	Accessory Dwelling Unit (ADU) Permit - Administrative Review	\$360
→ 6,10	Tree Removal Permit - Administrative Review without notice (per tree - min. applies see below)	\$12
→ 6,10	Tree Removal Permit - Administrative Review Without Notice (Minimum)	\$43
→ 10	Tree Removal Non-Compliance Penalty (Admin Review Without Notice)	\$43
→ 6,10	Tree Removal Permit - Administrative Review with Notice (per tree - minimum applies see below)	\$65
→ 6,10	Tree Removal Permit - Administrative Review with Notice (minimum)	\$143

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
→ 10	Tree Removal Non-Compliance Penalty (Notice Required)	\$143
1,3,4,5	Tree Removal Permit - Planning Commission Review	Time - \$500 minimum deposit
	Tree Replacement In-Lieu Fee (CMC §15.70.040 F & 15.70.55) (per 24" box tree)	\$840
1,3,4,5	Building Moving Permit	Time - \$1,000 minimum deposit
	Noise Permit - Administrative Review	\$216
	Reasonable Accommodations Permit - Administrative Review	\$216
1,3,4,5	Reasonable Accommodations Permit - Planning Commission Review	Time - \$500 minimum deposit
→ 6,10	Outdoor Seating Permit (CMC §17.24.020 -H/Standard Policy No 3)	\$112
Miscellaneous		
1,3,4,5	Variance - Residential	Time - \$1,000 minimum deposit
1,3,4,5	Variance - Non Residential	Time - \$5,000 minimum deposit
6	Appeal - Administrative Decisions	\$70
1,3	Appeal-Administrative Code Enforcement Citation	Time - \$1,800 minimum deposit
→ 6,11	Appeal - Planning Commission Decisions - Residential	\$360
→ 6,11	Appeal - Planning Commission Decisions - Non Residential	\$723
1,3,4,5	Time Extension Request	Time - \$500 minimum deposit
1,3,4,5	Contract Administration	Time - \$1,000 minimum deposit
1,3,4,5	Large Family Day Care Home Permit	Time - \$500 minimum deposit
1,3,4,5	Pre Application Consultation Deposit	Time - \$1,000 minimum deposit
Construction and Demolition (C&D) Recycling Plans		
→ 6,10	Permit processing Fee - Single Family	\$186
→ 6,10	Permit processing Fee - Commercial & Multifamily	\$376
	Mgmt. Plan Deposit - Single Family (Minor Projects Including: re-roof, additions, remodeling, tenant improvements, etc.)	\$1,000 plus \$1/sq. ft. overs 2,000 sq. ft.
	Mgmt. Plan Deposit - Single Family (New Construction) per unit	\$2,000 plus \$1/sq. ft. over 2,000 sq. ft.
	Mgmt. Plan Deposit - Commercial & Multifamily (New Construction)	\$2,000 plus \$1/sq. ft. over 2,000 sq. ft.
Habitat Conservation Area Compliance		
1,3,4,5	Habitat Conservation Plan/Natural CC Plan	Time - \$1,000 minimum deposit
CITY ENGINEERING DEPARTMENT		
2	Bid or Plan Sets	Actual Cost
→ 10	Deed Restriction / Covenant Agreement Preparation (Does not include recordation extra cost. See Administrative Fees.)	\$533
Subdivisions		
→ 10	Final Map Filing Fee (per map)	\$878
1,8	Final Map Checking Fee	Time - \$2,500 minimum deposit
1,8	Construction Plans Checking Fee	Time - \$2,500 minimum deposit
	Construction Inspection Fee - Public Improvements	9% of Bond Estimates
	Construction Inspection Fee - Private Improvements	9% of Bond Estimates
	Construction Inspection Fee - Sanitary Sewer	3% of Bond Estimates
Parcel Maps		
→ 10	Final Parcel Map Filing Fee (per map)	\$174
1,8	Final Parcel Map Plan Checking Fee	Time - \$1,000 minimum deposit

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
^{1,8}	Construction Plan Checking Fee	Time - \$1,000 minimum deposit
	Construction Inspection Fee - Public Improvements	9% of Bond Estimates
	Construction Inspection Fee - Private Improvements	9% of Bond Estimates
	Construction Inspection Fee - Sanitary Sewer	3% of Bond Estimates
Major Grading		
→ ¹⁰	Grading Permit Filing Fee (per permit)	\$263
^{1,8}	Grading Permit Plan Check	Time - \$1,000 minimum deposit
^{1,8}	Grading Inspection	Time - \$1,000 minimum deposit
Minor Construction Activity Permits (Including Encroachment, Stormwater, Wireless Installations, and Grading)		
→ ¹⁰	Projects that do not disturb the ground (i.e. interior remodels, roof replacement, etc.) (per permit + time - \$500 minimum deposit)	\$159
→ ¹⁰	Room additions (including other projects that disturb the ground) (per permit + time - \$2,400 minimum deposit)	\$159
→ ¹⁰	Minor concrete repairs or replacement (i.e. sidewalks, curb & gutter) (per permit + time - \$1,000 minimum deposit)	\$294
→ ¹⁰	New driveway construction or replacement (Work may require the granting of additional street right of way requiring the preparation of grant deed and recordation. See Deed Restriction/Covenant Agreement Preparation fee above and Document Recording fee in Administrative Fees section.) (per permit + time - \$2,400 minimum deposit)	\$289
→ ¹⁰	Pool installation or total removal of existing pool (requires inspection and testing by applicant's third party soils engineer) (per permit + time - \$2,400 minimum deposit)	\$294
→ ¹⁰	Partial removal of existing pool (Work requires a grading permit and the preparation and recording of a restricted use covenant. See Deed Restriction/Covenant Agreement Preparation fee above and Document Recording fee in Administrative Fees section.) (per permit + time - \$2,400 minimum deposit)	\$294
^{1,8}	Wireless Installation Encroachment Permit	Time - \$2,000 minimum deposit
¹¹	Transportation Permit Fee	\$16
Major Construction Activity Permits		
→ ¹⁰	Major Construction Activity Permit (per permit)	\$83
^{1,8}	Major Plan Check	Time- \$2,500 minimum deposit
^{1,8}	Major Inspection	Time- \$2,500 minimum deposit
	Cash Bond Major Encroachments (may be surety if more than \$10,000)	Per City Engineer
Post Construction Stormwater Compliance		
	Post construction Annual Verification Inspection - Individual Single Family Lot Non-HOA (per lot)	\$280
	Post construction Annual Verification Inspection - Single Family HOA (per HOA - first 10 lots)	\$280
	Post construction Annual Verification Inspection - Single Family HOA (per HOA - additional lots >10)	\$78
	Post construction Annual Verification Inspection - Commercial (per acre - min. 1 acre)	\$280
	Documentation Compliance Review Fee - Individual Single Family (per lot)	\$280
	Documentation Compliance Review Fee - HOA (per HOA)	
	- First 10 lots	\$280

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
	- Each additional lot after 10th	\$80
	Documentation Compliance Review Fee - Commercial (per acre - min. 1 acre)	\$280
	Annual State Reporting preparation/filing Fee - Individual Single Family Lot (per lot)	\$100
	Annual State Reporting preparation/filing Fee - Single Family HOA (per HOA)	\$195
	Annual State Reporting preparation/filing Fee - Commercial (per acre - min. 1 acre)	\$195
POLICE DEPARTMENT		
6	Residential Alarm System Registration Fee (per residential unit)	\$36
6	Commercial Alarm System Registration Fee (per commercial occupancy)	\$74
6	Vehicle Release (per vehicle - cash, credit, debit only)	\$186
6	Police Reports (per report)	\$35
6	VIN Verification (per vehicle)	\$49
6	Clearance Letters (Notary fee extra. See Administrative Fees section) (per letter)	\$36
1	Police Enforcement on Party Ordinance (CMC §6.19.040)	Time - Maximum \$500
1	Police Enforcement of DUI Involving Accident (CA Vehicle Code §53150-53158)	Time - Maximum \$12,000
6	City Alcohol Beverage Permit	\$70
	Booking Fees	As established by County or agreement w/ Concord
	False Alarm Fee (Fixed per City Ordinance 9.18.060(a)(b))	\$52
6	Tobacco Sales Permit (City Ordinance 8.16.130)	\$107
6	Tobacco Sales Permit Fee Renewal (City Ordinance 8.16.130)	\$52
6	Taxicab Permit Fee (City Ordinance 5.36.050) (per taxicab)	\$364
6	Taxicab Permit Fee - Renewal (City Ordinance 5.36.190) (per taxicab)	\$135
	Subpoena Duces Tecum (Per CA Evidence Code 1563)	\$24/hr, \$6/qtr hr
	Repossession Filing Fee (Fixed per CA Gov Code Sec 41612)	\$15
	Witness Fees per California Gov. Code §68096.1 if City Employee subpoenaed (per employee subpoena per day + IRS reimbursement min. rate per CA Gov. Code)	\$288
6	Administrative Fee for Failure to Display Disabled Placards per vehicle code §40226 (per violation)	\$31
6	Firearms Seizure and Processing Fee (per violation)	\$144
6	RV Public parking Permit Fee - Bona fide guest of Clayton Resident (per permit)	\$36
	RV Public Parking Permit Fee - Clayton Resident	No charge
6	Solicitation Permit (Not including live scan. Applicant pays for Livescan directly to Livescan entity) (per permit)	\$95
6	Citation Sign off for correctable offenses - Non Resident (per citation)	\$30
	Citation Sign off for correctable offenses - Resident	No charge
6	Late Fee- Parking Violations (per citation)	\$49
PUBLIC FACILITIES AND PARKS RENTAL FEES		
Library Meeting Room - Hoyer Hall		
6	Non-profit (Non-Clayton Based) (per hour)	\$59
6	Non-profit (Clayton Based) (per hour)	\$31

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
⁶	Resident (per hour)	\$72
⁶	Non resident or Commercial (per hour)	\$90
⁶	Deposit (for all) - clean up/damage - refundable (per rental)	\$217
⁶	Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$49
⁶	Reservation rental date change (less than 7 calendar days prior to use date)	\$64
⁶	Rental Cancellation Fee (30 or more days prior to event)	\$31
⁶	Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$30 processing fee
	Rental Cancellation Fee (14 days or less)	No refund
Endeavor Hall Meeting Room		
⁶	Non-profits (Clayton-based and Non-Clayton-based Weekdays) (per hour Sun 5pm - Fri 5pm)	\$57
⁶	Clayton-based non-profit only (maximum daily weekday rental)	\$144
⁶	Non-profits (Clayton-based and Non-Clayton-based Weekends) (per hour Fri 5pm - Sun 5pm)	\$216
⁶	Resident - Weekdays (per hour Sun 5pm - Fri 5pm)	\$144
⁶	Non-resident or Commercial - Weekdays (per hour Sun 5pm - Fri 5pm)	\$173
⁶	Resident - Weekends (per hour Fri 5pm - Sun 5pm)	\$216
⁶	Non-resident or Commercial - Weekends (per hour Fri 5pm - Sun 5pm)	\$260
	Deposit (all) - no alcohol or beer and wine only (clean up/damage per reservation)	\$500
	Deposit (all) - hard alcohol (distilled spirits) (clean up/damage per reservation)	\$1,000
⁶	Reservation rental time change (same date) (less than 30 days prior to the event)	\$49
⁶	Reservation rental date change (less than 90 days prior to event)	\$64
	Rental Cancellation Fee (181 or more days prior to event)	95% deposit refund and \$30 processing fee
	Rental Cancellation Fee (91 - 180 days prior to event)	75% deposit refund and \$30 processing fee
	Rental Cancellation Fee (61 - 90 days prior to event)	50% deposit refund and \$30 processing fee
	Rental Cancellation Fee (31 - 60 days prior to event)	25% deposit refund and \$30 processing fee
	Rental Cancellation Fee (30 days or less prior to event)	No refund
City Hall 1st Floor Conference Room		
⁶	Non-profit (Clayton-based or non-Clayton-based non profits) (per hour)	\$31
⁶	Resident (per hour)	\$37
⁶	Non-resident or Commercial (per hour)	\$46
	Deposit (clean up/damage per reservation)	\$100
⁶	Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$49
⁶	Reservation rental date change (less than 7 calendar days prior to use date)	\$64
⁶	Rental Cancellation Fee (30 or more days prior to event)	\$31

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
6	Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$30 processing fee
	Rental Cancellation Fee (14 days or less)	No refund
City Hall Courtyard		
6	Non-profit (Clayton-based or non-Clayton-based non profits) (per hour)	\$59
6	Resident (per hour)	\$72
6	Non-resident or Commercial (per hour)	\$90
	Deposit (clean up/damage per reservation)	\$100
6	Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$49
6	Reservation rental date change (less than 7 calendar days prior to use date)	\$64
6	Rental Cancellation Fee (30 or more days prior to event)	\$31
6	Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$30 processing fee
	Rental Cancellation Fee (14 days or less)	No refund
Clayton Community Park and Related Facilities		
Picnic Areas		
6	Picnic Area #2 - Resident (flat fee for 4 hours block)	\$22
6,9	Picnic Area #2 - Non Resident or Commercial (flat fee for 4 hour block)	\$31
6,9	Picnic Area #3 - Resident (flat fee for 4 hours block)	\$22
6,9	Picnic Area #3 - Non Resident or Commercial (flat fee for 4 hour block)	\$31
6,9	Picnic Area #4 - Resident (flat fee for 4 hour block)	\$52
6,9	Picnic Area #4 - Non Resident or Commercial (flat fee for 4 hour block)	\$67
	Picnic Area #5 - Resident (6 separate areas)	
9	- 1st 2 tables - flat fee for 4 hours block (per table)	\$43
9	- Each additional table - flat fee for 4 hour block (per table)	\$7
	Picnic Area #5 - Non Resident or Commercial (6 separate areas)	
6,9	- 1st 2 tables - flat fee for 4 hour block (per table)	\$54
6,7,9	- Each additional table - flat fee for 4 hour block (per table)	\$8
6	Picnic Area #6 Resident (Large Group Area) (per day)	\$360
6	Picnic Area #6 Resident (Large Group Area) (per hour - 4 hr min)	\$43
6	Picnic Area #6 Non Resident or Commercial (Large Group Area) (per day)	\$469
6	Picnic Area #6 Non Resident or Commercial (Large Group Area) (per hour - 4 hr min)	\$60
6	Picnic Area #5 & #6 Combined - Resident (per day)	\$577
6	Picnic Area #5 & #6 Combined - Resident (per hour - 4 hr min)	\$70
6	Picnic Area #5 & #6 Combined - Non Resident or Commercial (per day)	\$751
6	Picnic Area #5 & #6 Combined - Non Resident or Commercial (per hour - 4 hr min)	\$94
6,9	Picnic Area #7 - Resident (per 4 hour block)	\$57
6,9	Picnic Area #7 - Non Resident or Commercial (flat fee for 4 hour block)	\$72
6	Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$49
6	Reservation rental date change (less than 7 calendar days prior to use date)	\$64
6	Rental Cancellation Fee (30 or more days prior to event)	\$31

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
6	Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$30 processing fee
	Rental Cancellation Fee (14 days or less)	No refund
	Rain out	Reschedule to alt. date at no additional cost (no refund)
Sports Fields		
	Adult Sports Field Rental (per hour per field)	\$43
	Youth Sports Field Rental (per hour per field)	\$24
6	Field Rental Change of Time, Same Date (less than 7 calendar days prior to use date)	\$49
6	Field Rental Change of Date (less than 7 calendar days prior to use date)	\$64
	Field Rental Cancellation	No refund less than 14 days prior to use
	Rain out	Reschedule to alt. date at no additional cost (no refund)
Grove Park and Related Facilities		
	Entire Facility Security Deposits	Events without food or beverage \$1,500
	Entire Facility Security Deposits	Events with food and beverage \$1,800
	Entire Facility Security Deposits	Events closing street (i.e.: either Main or Center etc.) \$2,200
6	Special Event Permit/Application Process (non refundable) - events closing streets (Main or Center etc.) + other permit fees:TUP/NP	\$359
	Gazebo only Rental Security Deposit	\$271
	Amplified Sound - damage/security deposit if using City sound equip	\$1,000
6	Amplified Sound Equipment Use Fee (Noise Permit also required) (per hour)	\$31
2	City provided Sound Equipment Tech if needed for use of City equip	cost
6	Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$49
6	Reservation rental date change (less than 7 calendar days prior to use date)	\$64
6	Rental Cancellation Fee (30 or more days prior to event)	\$31
6	Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$30 processing fee
	Rental Cancellation Fee (14 days or less)	No refund
	Rain out	Reschedule to alt. date at no additional cost (no refund)
Entire Grove Park Facility		
6	Rental Entire Facility - Resident -- Weekends (per hour)	\$216
6	Rental Entire Facility - Resident -- Weekends (per day)	\$1,734
6	Rental Entire Facility - Non-profit (verification req'd) -- Weekends (per hour)	\$216
6	Rental Entire Facility - Non-profit (verification req'd) -- Weekends (per day)	\$1,734
6	Rental Entire Facility - Non-resident or Commercial -- Weekends (per hour)	\$260
6	Rental Entire Facility - Non-resident or Commercial -- Weekends (per day)	\$2,081
6	Rental Entire Facility - Resident -- Weekdays (per hour)	\$144
6	Rental Entire Facility - Resident -- Weekdays (per day)	\$1,156
6	Rental Entire Facility - Non-profit (verification req'd) -- Weekdays (per hour)	\$144
6	Rental Entire Facility - Non-profit (verification req'd) -- Weekdays (per day)	\$1,128

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
⁶	Rental Entire Facility - Non-resident or Commercial -- Weekdays (per hour)	\$173
⁶	Rental Entire Facility - Non-resident or Commercial -- Weekdays (per day)	\$1,526
Gazebo Only		
⁶	Rental Gazebo only -Resident - Weekends (per hour)	\$151
⁶	Rental Gazebo only -Resident - Weekends (per day)	\$1,214
⁶	Rental Gazebo only -Non-profit (verification req'd) - Weekends (per hour)	\$151
⁶	Rental Gazebo only -Non-profit (verification req'd) - Weekends (per day)	\$1,214
⁶	Rental Gazebo only - Non-resident or Commercial - Weekends (per hour)	\$181
⁶	Rental Gazebo only - Non-resident or Commercial - Weekends (per day)	\$1,456
⁶	Rental Gazebo only -Resident - Weekdays (per hour)	\$107
⁶	Rental Gazebo only -Resident - Weekdays (per day)	\$433
⁶	Rental Gazebo only -Non-profit (verification req'd) - Weekdays (per hour)	\$107
⁶	Rental Gazebo only -Non-profit (verification req'd) - Weekdays (per day)	\$433
⁶	Rental Gazebo only - Non-resident or Commercial - Weekdays (per hour)	\$128
⁶	Rental Gazebo only - Non-resident or Commercial - Weekdays (per day)	\$520
Group Picnic Area (Near Tot Lot)		
⁶	Group Picnic Area - Resident - Weekends (per hour - 4 hour minimum)	\$36
⁶	Group Picnic Area - Resident - Weekends (per day)	\$250
⁶	Group Picnic Area - Non-profit (verification req'd) - Weekends (per hour - 4 hour minimum)	\$36
⁶	Group Picnic Area - Non-profit (verification req'd) - Weekends (per day)	\$250
⁶	Group Picnic Area - Non-resident or Commercial - Weekends (per hour - 4 hour minimum)	\$43
⁶	Group Picnic Area - Non-resident or Commercial - Weekends (per day)	\$302
⁶	Group Picnic Area - Resident - Weekdays (per hour - 4 hour minimum)	\$30
⁶	Group Picnic Area - Resident - Weekdays (per day)	\$231
⁶	Group Picnic Area - Non-profit (verification req'd) - Weekdays (per hour - 4 hour minimum)	\$30
⁶	Group Picnic Area - Non-profit (verification req'd) - Weekdays (per day)	\$231
⁶	Group Picnic Area - Non-resident or Commercial - Weekdays (per hour - 4 hour minimum)	\$35
⁶	Group Picnic Area - Non-resident or Commercial - Weekdays (per day)	\$277
Plaza Picnic Area (Per Table)		
⁶	Plaza Picnic Area - Resident - Weekends (per hour - 4 hour minimum)	\$36
⁶	Plaza Picnic Area - Resident - Weekends (per day)	\$250
⁶	Plaza Picnic Area - Non-profit (verification req'd) - Weekends (per hour - 4 hour minimum)	\$36
⁶	Plaza Picnic Area - Non-profit (verification req'd) - Weekends (per day)	\$250
⁶	Plaza Picnic Area - Non-resident or Commercial - Weekends (per hour - 4 hour minimum)	\$43
⁶	Plaza Picnic Area - Non-resident or Commercial - Weekends (per day)	\$302
⁶	Plaza Picnic Area - Resident - Weekdays (per hour - 4 hour minimum)	\$30
⁶	Plaza Picnic Area - Resident - Weekdays (per day)	\$231
⁶	Plaza Area - Non Profit (verification req'd) - Weekdays (per hour - 4 hour minimum)	\$30
⁶	Plaza Picnic Area - Non-profit (verification req'd) - Weekdays (per day)	\$231

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
6	Plaza Picnic Area - Non-resident or Commercial - Weekdays (per hour - 4 hour minimum)	\$35
6	Plaza Picnic Area - Non-resident or Commercial - Weekdays (per day)	\$277
6	Fountain operation with geysers (per 48 hour block)	\$468
	Special Event Liability Insurance purchased through City's 3rd party carrier	Insurance cost per schedule rates by insurance provider when purchasing insurance through City 3rd party carrier
6	Special Event Liability Insurance Administrative Fee (per certificate)	\$43
ADMINISTRATIVE FEES		
	Document Copying (10 pages or less)	No charge
7	Document Copying (per page > 10 pages)	\$0.10
6	Document Recording [with County Clerk Recorders Office] (Actual recording fee costs plus staff time & mileage) (per document)	\$150
	Trail Maps (<u>Fixed</u> - per map)	\$2
2	Video/Audio Recording(s) of City Council or Planning Commission Meetings (placed on CD, DVD, flash drive, etc. as applicable)	Cost
2	Printed documents (i.e. general plan, budget, zoning ord., etc.)	Cost
2	Video Recordings of Meetings	Cost
	FPPC Document Copying (per page - State law) (per page)	\$0.10
7	Notary Public Fee (per document - State law) (per document)	\$15
	Business License Initial Registration Fee - New Business	\$70
	Duplicate Business License Fee (CMC §5.04.790)	\$13
	First Returned Check Service Charge - Fixed	\$25
	Subsequent Returned Check Service Charge - Fixed	\$37
	Late Payment Charges for Administrative Fines	Ten percent (10%) of original fine for every 30 days or portion thereof. The Late Payment Charge shall not exceed 100 percent (100%) of the original fine.
6	Street Closure Fee	\$144
	Administrative penalty for City issued permits after the fact (encroachment permit; tree removal permit, etc.)	Double the original permit fee
6	Code Enforcement non-compliance re-inspection after the first inspection (in addition to any citation fines) (per inspection)	\$42

City of Clayton User Benefit, Regulatory and Rental Fees		
Foot Notes	Fee/Deposit Description	Proposed FY 2022-23 Fee/Deposit 5% CPI Increase (8.8% total increase)
FOOT NOTES		
1	"Time" is defined as the cost per hour for an employee at the time the costs are incurred. Costs included salary, benefits, employer taxes, overhead and overtime, as applicable. Time also means City Engineer billing (plus 15%), as well as costs of other contracts and expenses. Detail of costs are available upon request.	
2	"Cost" is defined as the cost of equipment use, non-returnable flash drive (video/audio recordings), materials, labor, and supplies.	
3	Deposits are required upon submittal of an application. A minimum deposit is stipulated by these fees. At City Manager's discretion, deposit requirement can be reduced. Also, if it is the judgment of staff a minimum deposit is not sufficient, the required deposit may be increased. If, after a deposit is made, more funds are needed, the applicant will be notified when approx. 30% of the deposit remains, any additional funds estimated by staff are to be provided to replenish the deposit account for continuing work on the project, until such funds are received work on the project may be suspended.	
4	If a development project requires multiple applications, only a single deposit shall be required. In such cases, the amount of the deposit shall be the largest single deposit required by any of the applications, or an amount determined by the City Manager, not to exceed the sum of the deposits.	
5	All fixed-cost development application fees are refundable based upon the City amount of staff work completed on the process of the application and subject to approval by the City Manager.	
6	City operational costs are driven both by labor increases and by overall cost of living increases and fees are adjusted by the higher of those two each year. For FY22 the CPI is equal to 5.0%, City Labor increases are equal to either 3% or 4%; thus the rates are increasing by 5.0%. They did not increase in FY22 due to staff turnover and COVID related delays; therefore, we are also including an increase of 3.8% for FY22. The total increase from FY21 to FY23 is 8.8%.	
7	CPI in prior year Master Fee Schedule (FY 2021 or FY2022) did not result in a fee increase due to the CPI impact being too trivial to warrant a full dollar increase as fees are adopted in whole dollars only. Therefore, fees in these areas for FY2023 did not increase.	
8	Amount reflects minimum engineering deposit for standard project requirements. However additional amounts may be required as determined by the City Engineer based on the size of the project and for unusual or non-standard circumstances. All costs for inspection and administration relating to this permit shall be deducted from the inspection service deposit(s) or cash bond.	
9	This specified Clayton Community Park picnic area is only available for rent in 4 hour block increments.	
10	An Arrow symbol → Indicates fee increases and will take effect 60 days after adoption that may be subject to California Government Code §66017. All other fees will take effect upon adoption of Resolutions.	
11	This is a newly added fee per California Vehicle Code Section 35700(a)	