



AGENDA

JOINT REGULAR MEETINGS

* * *

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

* * *

TUESDAY, August 3, 2021

7:00 P.M.

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

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19 and the Governor's Executive Orders N-25-20 and N-29-20 that allow members of the City Council, City staff and the public to participate and conduct a meeting by teleconference, videoconference or both. In order to comply with public health orders, the requirement to provide a physical location for members of the public to participate in the meeting has been suspended.

Mayor: Carl Wolfe
Vice Mayor: Peter Cloven

Council Members
Jim Diaz
Holly Tillman
Jeff Wan

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review on the City's website at www.ci.clayton.ca.us
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.ci.clayton.ca.us
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda is available for review on the City's website at www.ci.clayton.ca.us
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7300.

Instructions for Virtual City Council Meeting – August 3

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

To follow or participate in the meeting:

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

https://us02web.zoom.us/webinar/register/WN_bVID0Hu8Q_qaj8HU0uQ23A

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

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

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

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

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

Location:

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

To join this virtual meeting on-line click here:

https://us02web.zoom.us/webinar/register/WN_bVID0Hu8Q_qaj8HU0uQ23A

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 3, 2021

1. **CALL TO ORDER AND ROLL CALL** – Mayor Wolfe.
2. **MEETING PROTOCOL VIDEO**– City Clerk
3. **PLEDGE OF ALLEGIANCE** – led by Councilmember Diaz.
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 special meeting of July 20, 2021.
(City Clerk) ([View Here](#))
 - (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View Here](#))
 - (c) Adoption of Resolution authorizing the levy for fiscal year 2021/22 for Community Facility District No. 1990-1R, 2007 Special Tax Revenue Refunding Bonds (Middle School). (Assistant to the City Manager) ([View Here](#))
 - (d) Approve a Resolution Authorizing the Third Amendment to an Existing Agreement with Harris & Associates for Professional Engineering Services Including Designating a New City Engineer. (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) A Resolution of the City Council Establishing City Protocol for the Honoring and Recognition of Citizens, Volunteers, Employees and Elected Officials.
(City Manager) ([View Here](#))
- (b) Discussion of Rejection of Liability Claim Filed by Maryam Maheri for the Alleged Property Damage. (Councilmember Diaz) ([View Here](#))
- (c) Update to Recognition of Cultural Heritage Months and Other Significant Celebrations. (City Manager) ([View Here](#))
- (d) Discussion Regarding Potential Changes to the City's Sign Ordinance.
(Councilmember Diaz) ([View Here](#))

10. RECESS THE CITY COUNCIL MEETING – Mayor Wolfe
(until after the conclusion of the Oakhurst Geological Hazard Abatement District meeting)

11. RECONVENE THE CITY COUNCIL MEETING – Mayor Wolfe

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

13. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be August 17, 2021.

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
August 3, 2021

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

2. PUBLIC COMMENTS

Members of the public may address District Boardmembers on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate recording, assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

3. CONSENT CALENDAR

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

- (a) Approve the Board of Directors' minutes for its regular meeting on June 29, 2021. (Secretary) ([View Here](#))
- (b) Approve a Resolution Amending an Existing Agreement with Harris & Associates For Engineering Support to the Oakhurst Geological Hazard Abatement District Including Designation of the General Manager. (City Manager) ([View Here](#))

4. PUBLIC HEARING – None.

5. ACTION ITEMS – None.

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

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

#

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL
TUESDAY, July 20, 2021

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:02 p.m. by Mayor Wolfe on a virtual web meeting and telephonically (877) 853-5257. Councilmembers present: Mayor Wolfe, Vice Mayor Cloven, and Councilmembers Diaz, Tillman (joined at 7:05 p.m.), and Wan. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, City Attorney Mala Subramanian, Interim Community Development Director Dana Ayers, and City Clerk/HR Manager Janet Calderon.

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

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

4. **CONSENT CALENDAR**

Councilmember Diaz requested clarification on two line-items in item 4(b) pertaining to: (1) the number of payments made to Ken Joiret and (2) which elected official requested, who approved the invoice and how the payment was delivered to Clayton Pioneer.

Councilmember Wan requested clarification on items 4(d) and 4(e) regarding the joint bid process.

Mayor Wolfe opened public comment.

Gary Hood voiced his dissatisfaction regarding violation of his First Amendment rights, the Brown Act and the California Open Meetings Act during the last City Council meeting.

Scott Denslow added we are all human and neighbors.

Mayor Wolfe closed public comment.

It was moved by Vice Mayor Cloven, seconded by Councilmember Wan, to approve the Consent Calendar items as amended. (Passed 5-0).

- (a) Approved the minutes of the City Council's special meeting of June 29, 2021. (City Clerk)
- (b) Approved the Financial Demands and Obligations of the City. (Finance)
- (c) Waived Second Reading and Adopted Ordinance No. 493 Amending the Clayton Zoning Map to Rezone 9.03 Acres from R-10 District and PF District to PD District for the Oak Creek Canyon Residential Project (ZOA-01-18)
(Interim Community Development Director)

- (d) Adopted Resolution No. 47-2021 to Approve the Award of a Sole Source Construction Contract to J.J.R. Construction, Inc. of Concord, California in the Amount of \$288,738.00 for the City of Clayton Curb Ramp Improvement Project.
(City Engineer)
- (e) Adopted Resolution No. 48-2021 Making Findings in Support of Waiving Competitive Bidding Requirements and Approving Award of a Sole Source Contract to Bay Cities Paving & Grading, Inc., for the Neighborhood Pavement Preservation Project (CIP No. 10449). (City Engineer)
- (f) Adopted Resolution No. 44-2021 Naming the Private Street in the Approved Diablo Meadows Residential Project as "Diablo Meadows Court". (Assistant Planner)

5. RECOGNITIONS AND PRESENTATIONS

- (a) "Sustainable Contra Costa" by Cleaner Contra Costa Challenge.
(Tina Neuhaus El, President and Co-founder and Colleen Noland, Community Organizer)

Tina Neuhausel and Colleen Noland presented a brief overview of the "Sustainable Contra Costa" program.

6. REPORTS

- (a) City Manager/Staff

City Manager Reina Schwartz indicated "No Report".

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

Councilmember Diaz called and emailed constituents, met with leadership of Oakhurst Country Club, visited Cemex, attended the 4th of July parade organized by a group of citizens, attended the fireworks show hosted by the City of Concord, responded to misinformation regarding the 4th of July parade, Concerts in The Grove and Classic Car Show and DJ, attended the Concerts in The Grove noting the concert collected over \$4,300 in donations, spoke briefly about the relationship between the City and the Clayton Business and Community Association, noted during the absence of our City Attorney he phoned the Interim City Attorney and has not heard back from him, and inquired on when the Council will go back to in-person meetings.

Vice Mayor Cloven attended a meeting of Transportation Partnership and Cooperation for Central Contra Costa (TRANSPAC), attended the fireworks show hosted by the City of Concord, thanked the organizers of the 4th of July Parade, thanked Clayton Business and Community Association Bocce Committee, and attended the Concerts in The Grove.

Councilmember Tillman met with the City Manager, met with the Police Chief, attended the Contra Costa County Mayors' Conference, attended the 4th of July Parade organized by a group of citizens, attended the fireworks show hosted by the City of Concord, attended a meet and greet at Opportunity Junction, provided a brief update from the Clayton Library Foundation, and called and emailed constituents.

Councilmember Wan called and emailed constituents.

Mayor Wolfe attended the Contra Costa County Mayors' Conference, met with Planning Commissioner Ed Miller, met with the City Manager, met with the Clayton Business and Community Association Board, wrote newspaper articles, attended the fireworks show hosted by the City of Concord, attended an emergency meeting of the East Contra Costa Habitat Conservancy, and attended the Concerts in The Grove.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Glenn Miller inquired when the water feature in The Grove park will open.

Frank Gavidia clarified the letters received by the city regarding the Clayton Business and Community Association were not distributed by him.

Gary Hood inquired on the Regional Housing Needs Assessment (RHNA) appeal.

Scott Denslow also added some comments regarding First Amendment Rights and his dissatisfaction with one of the Councilmembers at the recent Concert in The Grove.

Mayor Wolfe closed public comment.

8. 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 2021/22 incorporating a 3.8% Adjustment.
(City Engineer)

Harris & Associates Senior Project Manager Tami Eaton presented the report.

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

Glenn Miller advised there is a 23% mark up in administrative costs and requested more money go into improvements.

Mayor Wolfe closed public comment.

It was moved by Vice Mayor Cloven, seconded by Councilmember Tillman, adopt Resolution No. 45-2021 Confirming Assessments for the Operation and Maintenance of Improvements Within the Diablo Estates at Clayton Benefit District for Fiscal Year 2021/22. (Passed 5-0).

- (b) Public Hearing on the Appeal of the Planning Commission Approval of the Extension of a Density Bonus (DBA-01-19), Site Plan Review Permit (SPR-04-17) and Tree Removal Permit (TRP-24-17) for The Olivia on Marsh Creek Development.
(Interim Community Development Director)

Interim Community Development Director Dana Ayers presented the report.

Appellant Glenn Miller advised he is specifically appealing the site plan review, and how the site plan review was conducted. He expressed concerns regarding parking units and maintenance, public safety, and lack of Conditions of Approval required by the City to the developer. He concluded the developer has failed to perform.

Project Developer William Jordan stated that his project is not a subdivision and thus is not required to bury powerlines. He further advised in October; a judge provided a ruling regarding the CEQA on this project.

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

Drea York expressed concern over the impacts of this project as a resident of the Stranahan subdivision.

Alexandra Restall urged the City Council to oppose the project extension.

Gary Hood also urged the City Council opposed the project extension.

Mayor Wolfe closed public comment.

It was moved by Councilmember Wan, seconded by Councilmember Diaz, to grant the appeal and deny the extension, for lack of a finding of good cause. (Failed 2-3; Cloven, Tillman, Wolfe; No).

It was moved by Councilmember Tillman, seconded by Vice Mayor Cloven, to adopt Resolution No. 46-2021 Denying the Appeal and Upholding the Decision of the Clayton Planning Commission to Grant a One-Year Extension of the Land Use Entitlements for an Affordable Housing Density Bonus (DBA-01-19), Site Plan Review Permit (SPR-04-17) and Tree Removal Permit (TRP-24-17) for The Olivia on Marsh Creek Housing Project. (Passed 3-2; Diaz and Wan; No).

9. ACTION ITEMS

- (a) Adopt a Resolution of the City Council of the City of Clayton Adopting a General Fund Reserve Policy. (City Manager)

City Manager Reina Schwartz presented the report.

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

Frank Gavidia requested the City Council adopt a more restrictive policy.

Mayor Wolfe closed public comment.

City Council provided direction to staff.

10. COUNCIL ITEMS

Councilmember Diaz requested the meeting this evening be adjourned in memory of Richard Rainey, former Sheriff, Assemblyman and State Senator who recently passed away.

Vice Mayor Cloven requested a future agenda item for an Environmental Action Plan for Clayton.

Councilmember Tillman requested a review of the City's Municipal Code to allow Food Truck Vendors.

Councilmember Wan requested a future agenda item concerning a Ballot Measure for General Revenue.

11. CLOSED SESSION – None.

12. ADJOURNMENT– on call by Mayor Wolfe, the City Council adjourned its meeting at 10:07 p.m. in memory of Richard Rainey, former Sheriff, Assemblyman and State Senator who recently passed away.

The next regularly scheduled meeting of the City Council will be August 3, 2021.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Carl Wolfe, Mayor

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 8/3/21

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	Date	Amount
Open Invoice Report	Accounts Payable	7/27/2021	\$ 189,390.38
Payroll Reconciliation Summary	Payroll, Taxes	7/27/2021	\$ 82,916.53
		Total Required	\$ 272,306.91

Attachments:

1. Open Invoice Report, dated 7/27/21 (4 pages)
2. Payroll Reconciliation Summary report PPE 7/25/21 (1 page)

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Contra Costa County - Office of the She	7/14/2021	7/14/2021	21/22Clytn	ARIES Maintenance FY 2022	\$8,770.00	\$0.00		\$8,770.00
<i>Totals for Contra Costa County - Office of the Sheriff:</i>					<u>\$8,770.00</u>	<u>\$0.00</u>		<u>\$8,770.00</u>
Contra Costa County Department of Conservation & Development								
Contra Costa County Department of Co	6/30/2021	6/30/2021	2021Q4	CASp fees Q4FY21	\$465.80	\$0.00		\$465.80
<i>Totals for Contra Costa County Department of Conservation & Development:</i>					<u>\$465.80</u>	<u>\$0.00</u>		<u>\$465.80</u>
Contra Costa County Law & Justice Systems								
Contra Costa County Law & Justice Sys	6/30/2021	6/30/2021	LJIS 21-Cly	ACCJIN Shared costs FY 2021	\$2,403.07	\$0.00		\$2,403.07
<i>Totals for Contra Costa County Law & Justice Systems:</i>					<u>\$2,403.07</u>	<u>\$0.00</u>		<u>\$2,403.07</u>
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	6/30/2021	6/30/2021	704107	Traffic signal maintenance June 2021	\$772.44	\$0.00		\$772.44
<i>Totals for Contra Costa County Public Works Dept:</i>					<u>\$772.44</u>	<u>\$0.00</u>		<u>\$772.44</u>
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	7/24/2021	7/24/2021	73254677	Copier lease August 2021	\$1,004.48	\$0.00		\$1,004.48
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					<u>\$1,004.48</u>	<u>\$0.00</u>		<u>\$1,004.48</u>
Dillon Electric Inc								
Dillon Electric Inc	7/15/2021	7/15/2021	4442	Streetlight repairs 7/13/21	\$644.64	\$0.00		\$644.64
<i>Totals for Dillon Electric Inc:</i>					<u>\$644.64</u>	<u>\$0.00</u>		<u>\$644.64</u>
Division of the State Architect								
Division of the State Architect	6/30/2021	6/30/2021	Q42021	CASp fees Q4 FY21	\$54.80	\$0.00		\$54.80
<i>Totals for Division of the State Architect:</i>					<u>\$54.80</u>	<u>\$0.00</u>		<u>\$54.80</u>
East Bay Rgn Comm System Auth								
East Bay Rgn Comm System Auth	7/1/2021	7/1/2021	20220116	Radio operations FY 2022	\$12,240.00	\$0.00		\$12,240.00
<i>Totals for East Bay Rgn Comm System Auth:</i>					<u>\$12,240.00</u>	<u>\$0.00</u>		<u>\$12,240.00</u>
Globalstar LLC								
Globalstar LLC	7/16/2021	7/16/2021	18132373	Sat phone 7/16/21-8/15/21	\$112.63	\$0.00		\$112.63
<i>Totals for Globalstar LLC:</i>					<u>\$112.63</u>	<u>\$0.00</u>		<u>\$112.63</u>
Harris & Associates, Inc.								
Harris & Associates, Inc.	6/30/2021	6/30/2021	49224	Engineering svcs 5/30/21-7/3/21	\$10,004.03	\$0.00		\$10,004.03
Harris & Associates, Inc.	6/30/2021	6/30/2021	49225	Project engineering svcs 5/30/21-7/3/21	\$7,401.00	\$0.00		\$7,401.00
Harris & Associates, Inc.	6/30/2021	6/30/2021	49226	CIP engineering svcs 5/30/21-7/3/21	\$2,295.00	\$0.00		\$2,295.00
Harris & Associates, Inc.	6/30/2021	6/30/2021	49227	AD/GHAD Engineering svcs 5/30/21-7/3/21	\$19,075.00	\$0.00		\$19,075.00
<i>Totals for Harris & Associates, Inc.:</i>					<u>\$38,775.03</u>	<u>\$0.00</u>		<u>\$38,775.03</u>
Honey Bucket								
Honey Bucket	6/11/2021	6/11/2021	225160	Porta potties @ CCP	\$90.63	\$0.00		\$90.63
<i>Totals for Honey Bucket:</i>					<u>\$90.63</u>	<u>\$0.00</u>		<u>\$90.63</u>

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
J&R Floor Services								
J&R Floor Services	8/1/2021	8/1/2021	Seven21	Janitorial services August 2021	\$5,023.00	\$0.00		\$5,023.00
				<i>Totals for J&R Floor Services:</i>	<u>\$5,023.00</u>	<u>\$0.00</u>		<u>\$5,023.00</u>
JJR Enterprises, Inc								
JJR Enterprises, Inc	7/19/2021	7/19/2021	3294560	Copier usage 6/18/21-7/17/21	\$617.13	\$0.00		\$617.13
				<i>Totals for JJR Enterprises, Inc:</i>	<u>\$617.13</u>	<u>\$0.00</u>		<u>\$617.13</u>
MII Training Innovations, LLC								
MII Training Innovations, LLC	7/13/2021	7/13/2021	092721	PD training 9/27/21-9/30/21	\$475.00	\$0.00		\$475.00
				<i>Totals for MII Training Innovations, LLC:</i>	<u>\$475.00</u>	<u>\$0.00</u>		<u>\$475.00</u>
Mission Square Retirement								
Mission Square Retirement	7/13/2021	7/13/2021	45682	Annual plan fee Q1FY2022	\$125.00	\$0.00		\$125.00
Mission Square Retirement	7/25/2021	7/25/2021	072521	457 Plan contributions PPE 7/25/21	\$2,209.62	\$0.00		\$2,209.62
				<i>Totals for Mission Square Retirement:</i>	<u>\$2,334.62</u>	<u>\$0.00</u>		<u>\$2,334.62</u>
Moore Iacofano Golstman, Inc								
Moore Iacofano Golstman, Inc	4/29/2021	4/29/2021	69340	Downtown Prop Comm Engagement March 2	\$1,988.44	\$0.00		\$1,988.44
Moore Iacofano Golstman, Inc	6/30/2021	6/30/2021	70630	Downtown Prop Comm Engagement June 20	\$1,430.00	\$0.00		\$1,430.00
				<i>Totals for Moore Iacofano Golstman, Inc:</i>	<u>\$3,418.44</u>	<u>\$0.00</u>		<u>\$3,418.44</u>
MPA								
MPA	6/30/2021	6/30/2021	INV001999	Unmet liability deductible June 2021	\$180.00	\$0.00		\$180.00
MPA	6/30/2021	6/30/2021	INV002016	Suppl vehicle premium Q's 3&4 FY21	\$125.96	\$0.00		\$125.96
				<i>Totals for MPA:</i>	<u>\$305.96</u>	<u>\$0.00</u>		<u>\$305.96</u>
Nationwide								
Nationwide	7/25/2021	7/25/2021	072521	457 Plan contributions PPE 7/25/21	\$500.00	\$0.00		\$500.00
				<i>Totals for Nationwide:</i>	<u>\$500.00</u>	<u>\$0.00</u>		<u>\$500.00</u>
Occupational Health Centers of California								
Occupational Health Centers of Califor	7/21/2021	7/21/2021	72071046	PW pre-employment exam	\$288.50	\$0.00		\$288.50
				<i>Totals for Occupational Health Centers of California:</i>	<u>\$288.50</u>	<u>\$0.00</u>		<u>\$288.50</u>
Pacific Office Automation								
Pacific Office Automation	7/20/2021	7/20/2021	216340	Copier usage 6/20/21-7/19/21	\$157.19	\$0.00		\$157.19
				<i>Totals for Pacific Office Automation:</i>	<u>\$157.19</u>	<u>\$0.00</u>		<u>\$157.19</u>
Pacific Telemanagement Svc								
Pacific Telemanagement Svc	7/22/2021	7/22/2021	2071496	Courtyard payphone August 2021	\$70.00	\$0.00		\$70.00
				<i>Totals for Pacific Telemanagement Svc:</i>	<u>\$70.00</u>	<u>\$0.00</u>		<u>\$70.00</u>
Raney Planning & Management, Inc.								
Raney Planning & Management, Inc.	6/30/2021	6/30/2021	1752E-13	Oak Creek Canyon IS Mgmt June 2021	\$372.50	\$0.00		\$372.50

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Raney Planning & Management, Inc.:</i>					<u>\$372.50</u>	<u>\$0.00</u>		<u>\$372.50</u>
Teddy Rojas								
Teddy Rojas	7/20/2021	7/20/2021	071721	Refund TUP fees	<u>\$199.00</u>	<u>\$0.00</u>		<u>\$199.00</u>
<i>Totals for Teddy Rojas:</i>					<u>\$199.00</u>	<u>\$0.00</u>		<u>\$199.00</u>
Skuba Construction Svc, Inc								
Skuba Construction Svc, Inc	7/14/2021	7/14/2021	0935	Refund of business license credit	<u>\$65.00</u>	<u>\$0.00</u>		<u>\$65.00</u>
<i>Totals for Skuba Construction Svc, Inc:</i>					<u>\$65.00</u>	<u>\$0.00</u>		<u>\$65.00</u>
Texas Life Insurance Company								
Texas Life Insurance Company	7/1/2021	7/1/2021	SM0FB20210613001	Supplemental insurance	<u>\$53.00</u>	<u>\$0.00</u>		<u>\$53.00</u>
<i>Totals for Texas Life Insurance Company:</i>					<u>\$53.00</u>	<u>\$0.00</u>		<u>\$53.00</u>
Underground Service Alert Of N.CA & NV								
Underground Service Alert Of N.CA & NV	6/30/2021	6/30/2021	1127662021	811 Member + Billable ticket fee 2021	<u>\$486.38</u>	<u>\$0.00</u>		<u>\$486.38</u>
<i>Totals for Underground Service Alert Of N.CA & NV:</i>					<u>\$486.38</u>	<u>\$0.00</u>		<u>\$486.38</u>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	6/30/2021	6/30/2021	062221	Cal Card Stmt end 6/22/21	<u>\$6,602.02</u>	<u>\$0.00</u>		<u>\$6,602.02</u>
<i>Totals for US Bank - Corp Pmt System CalCard:</i>					<u>\$6,602.02</u>	<u>\$0.00</u>		<u>\$6,602.02</u>
Verizon Wireless								
Verizon Wireless	6/30/2021	6/30/2021	9883108043	PW cell phones 6/2/21-7/1/21	<u>\$201.80</u>	<u>\$0.00</u>		<u>\$201.80</u>
<i>Totals for Verizon Wireless:</i>					<u>\$201.80</u>	<u>\$0.00</u>		<u>\$201.80</u>
Voyager - CalCard								
Voyager - CalCard	7/24/2021	7/24/2021	8694714582130	Fuel through 7/24/21	<u>\$1,528.78</u>	<u>\$0.00</u>		<u>\$1,528.78</u>
<i>Totals for Voyager - CalCard:</i>					<u>\$1,528.78</u>	<u>\$0.00</u>		<u>\$1,528.78</u>
Wells Fargo Bank (Bond Debt Service)								
Wells Fargo Bank (Bond Debt Service)	7/20/2021	7/20/2021	CLAY802LOI	Lydia Ln Sewer Bond Interest & Principal	<u>\$14,298.53</u>	<u>\$0.00</u>		<u>\$14,298.53</u>
<i>Totals for Wells Fargo Bank (Bond Debt Service):</i>					<u>\$14,298.53</u>	<u>\$0.00</u>		<u>\$14,298.53</u>
Western Exterminator								
Western Exterminator	6/30/2021	6/30/2021	16291C	Pest control June 2021	<u>\$439.90</u>	<u>\$0.00</u>		<u>\$439.90</u>
<i>Totals for Western Exterminator:</i>					<u>\$439.90</u>	<u>\$0.00</u>		<u>\$439.90</u>
Workers.com								
Workers.com	6/30/2021	6/30/2021	130293	Seasonal workers week end 7/4/21	<u>\$2,091.00</u>	<u>\$0.00</u>		<u>\$2,091.00</u>
Workers.com	7/16/2021	7/16/2021	130354	Seasonal workers week end 7/11/21	<u>\$1,235.91</u>	<u>\$0.00</u>		<u>\$1,235.91</u>
<i>Totals for Workers.com:</i>					<u>\$3,326.91</u>	<u>\$0.00</u>		<u>\$3,326.91</u>
GRAND TOTALS:					\$189,390.38	\$0.00		\$189,390.38

BL070 CITY OF CLAYTON

FEDERAL ID: 94-1568979	EMPLOYER TAX ID	TOTAL GROSS	SUBJECT GROSS	TAXABLE GROSS	RATE %	EMPLOYEE TAX WITHHELD	EMPLOYER TAX	THIRD PARTY SICK	TOTAL TAXES DUE
FEDERAL INC TAX - EMPLOYEE	94-1568979	94,387.24	81,143.26	81,143.26		11,294.75	0.00		11,294.75
SOCIAL SECURITY - EMPLOYEE	94-1568979	94,387.24	90,657.34	3,501.81	6.2000	217.11	0.00		217.11
MEDICARE - EMPLOYEE	94-1568979	94,387.24	90,657.34	90,657.34	1.4500	1,314.56	0.00		1,314.56
SOCIAL SECURITY - EMPLOYER	94-1568979	94,387.24	90,657.34	3,501.81	6.2000	0.00	217.11		217.11
MEDICARE - EMPLOYER	94-1568979	94,387.24	90,657.34	90,657.34	1.4500	0.00	1,314.56		1,314.56
FEDERAL SUB-TOTAL						12,826.42	1,531.67		14,358.09
FEDERAL UNEMPLOYMENT TAX	94-1568979	94,387.24	90,657.34	0.00	.6000	0.00	0.00		0.00
STATE INCOME TAX WITHHOLDING CA STATE	69813822	94,387.24	81,143.26	81,143.26		4,222.88	0.00		4,222.88
STATE W/H SUB-TOTAL						4,222.88	0.00		4,222.88
STATE UNEMPLOYMENT TAXES (EMPLOYER) CA SUTA	69813822	94,387.24	90,657.34	3,501.81	2.6000	0.00	91.05		91.05
SUTA SUB-TOTAL						0.00	91.05		91.05
COUNTY INCOME TAX WITHHOLDING									
COUNTY W/H SUB-TOTAL						0.00	0.00		0.00
CITY WITHHOLDING TAXES									
CITY W/H SUB-TOTAL						0.00	0.00		0.00
ALL OTHER TAXES Calif Training		94,387.24	90,657.34	3,501.81	.1000	0.00	3.50		3.50
OTHER W/H SUB-TOTAL						0.00	3.50		3.50
TOTAL TAX LIABILITY						17,049.30	1,626.22		18,675.52
=====									
PAYROLL LIABILITY TOTALS									
TOTAL NET DIRECT DEPOSITS						23	56,288.00		
TOTAL PARTIAL DIRECT DEPOSITS						3	2,200.00		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					58,488.00	**	
TAX LIABILITY FROM ABOVE							18,675.52		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					18,675.52	**	
TOTAL NET CHECKS						2	5,089.51		
TOTAL VENDOR ACH PAYMENTS						10	663.50		
** YOUR ACCOUNT 0982504799	AT BANK 121000358	HAS BEEN DEBITED FOR					663.50	**	
GRAND TOTAL PAYROLL CASH							82,916.53		



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Laura Hoffmeister, Asst. to the City Manager

MEETING DATE: August 3, 2021

SUBJECT: Adoption of Resolution authorizing the levy for fiscal year 2021/22 for Community Facility District No. 1990-1R, 2007 Special Tax Revenue Refunding Bonds (Middle School)

RECOMMENDATION

Adoption of a Resolution placing the Special Tax for Community Facilities District 1990-1R (Middle School) on the fiscal year 2021/22 Tax Assessment Roll.

BACKGROUND

In June 1990 the City established the District and levy in accordance with a lack of majority protest determination ballot process as required by state law. The approval of this district established this special tax for repayment of \$6.5 million in bonds that were for a portion of the construction of the Middle School, and of the Community Park. The District includes all of the Oakhurst Development. The collection of the tax is done by the County. The assessment and method of the levy is in compliance with the provisions of Proposition 218, and are fixed by the bond issuance and therefore cannot be altered.

In 1990 the original bond issuance had an interest rate of 8.6%. In November 1997 the bonds were refinanced to obtain a lower interest rate to 5.9%, and savings passed along to the District ratepayers. In May 2007 the bonds were again refinanced to obtain an even lower interest rate of an average 4.1%. The cost savings were also passed along to the Assessment District ratepayers on an annual basis. The bond duration did not change and will be fully repaid in September 2022. This is the last levy year for this bond and the funds received along with the required cash bond reserve and levy credit will be used for the outstanding debt payments (principal and interest). The proposed rates for FY 2021/22 have been reduced on average from last year by about \$152.74 per parcel due to the application of the bond cash reserve and levy credit. Since the refinancing, homeowners have received an overall reduction by an average of approximately \$288. A chart and graph in Attachment 7 shows the annual levy amount history.

FISCAL IMPACT

There is no fiscal cost to the City. The parcel property owners within the assessment district pay for all costs of bond repayment and minor administrative costs related to its collection and management by the City. The reduced interest rate savings achieved with the May 2007 refinancing have been passed along to the rate payers, along with the use of the bond cash reserve for FY 2021/22, resulting in \$168 to \$400 cumulative total savings from 2007/08 through 2021/22. For FY 2021/22 a total levy reduction of \$195,541 will occur over the prior year to be shared amongst the district tax payers. Because different lots have different levies the actual levy decrease for FY 2021/22 varies from approximately \$93 to \$233 per parcel, with an average of \$163 lower than last year.

CONCLUSION

The City Council, by Ordinance 274, as authorized by Section 53340 of the Government Code of the State of California, authorized the levy of this special tax to pay for costs and expenses related to Community Facilities District 1990-1R (Middle School). This Resolution sets the fees for fiscal year 2021/22 and authorizes the Contra Costa County auditor to place these taxes on the next assessment roll on which the taxes will become due.

Attachments:

- 1) Resolution __ - 21
- 2) Exhibit A to Resolution __-21 (assessment levy detail)
- 3) Annual Special Tax Levy Report FY 2021/22 CFD 1990-1R, 2007 Special Tax Refunding Bonds- Middle School
- 4) Ordinance 274
- 5) Exhibits to Ordinance 274
- 6) Middle School CFD 1990-1R, 2007 Special Tax Refunding Bonds- Middle School Budget
- 7) Tax Levy History Chart and Graph

RESOLUTION NO. ____-2021

**A RESOLUTION LEVYING THE ANNUAL SPECIAL TAX
FOR FISCAL YEAR 2021/22 FOR
COMMUNITY FACILITIES DISTRICT 1990-1R
2007 SPECIAL TAX REVENUE REFUNDING BONDS
(Middle School)**

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

WHEREAS, the City Council of the City of Clayton, California, (hereinafter referred to as the “legislative body”), has previously initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”; being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. This Community Facilities District shall hereinafter be referred to as “District”; and,

WHEREAS, the legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said Community Facilities Districts, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year; and,

WHEREAS, the assessments are in compliance with all laws pertaining to the levy of special taxes, and the assessments are levied without regard to property valuation, and the assessments are in compliance with the provisions of Proposition 218.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are each true and correct.

SECTION 2: That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for the next fiscal year (2021/22) for the referenced District is hereby determined and established as set forth in the attached, referenced and incorporated Exhibit “A”.

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of the legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or part, the costs of the following:

- A. Payment of principal and interest on any outstanding authorized bonded indebtedness;

- B. Necessary replenishment of bond reserve funds or other reserve funds;
- C. Repayment of costs and expenses of authorized public facilities;
- D. Repayment of advances and loans, if appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above shall be paid into the Community Facilities District fund, including any bond fund and reserve fund.

SECTION 7. The Auditor of the County is hereby directed to enter in the next County assessment role on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public improvements, special tax" or by other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A".

SECTION 8. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages retained for the expense of making any such collection.

PASSED, APPROVED and ADOPTED by the City Council of the City of Clayton at a regular public meeting thereof on August 3, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

EXHIBIT A

APN	Situs Address	Levy
118-382-015	1828 EAGLE PEAK AVE	\$128.42
118-382-016	1824 EAGLE PEAK AVE	128.42
118-382-017	1820 EAGLE PEAK AVE	128.42
118-382-018	1816 EAGLE PEAK AVE	128.42
118-382-019	1812 EAGLE PEAK AVE	128.42
118-382-020	1808 EAGLE PEAK AVE	128.42
118-382-021	1804 EAGLE PEAK AVE	128.42
118-382-022	1800 EAGLE PEAK AVE	128.42
118-391-018	136 JOSCOLO VIEW	128.42
118-391-024	160 JOSCOLO VIEW	128.42
118-392-001	1816 OHLONE HEIGHTS	128.42
118-392-002	1820 OHLONE HEIGHTS	128.42
118-392-003	1824 OHLONE HEIGHTS	128.42
118-392-004	1828 OHLONE HTS	128.42
118-392-005	1832 OHLONE HEIGHTS	128.42
118-392-006	1836 OHLONE HEIGHTS	128.42
118-392-007	1840 OHLONE HEIGHTS	128.42
118-392-012	129 JOSCOLO VIEW	128.42
118-392-014	135 JOSCOLO VIEW	128.42
118-392-015	139 JOSCOLO VIEW	128.42
118-392-016	145 JOSCOLO VIEW	128.42
118-401-001	1790 INDIAN WELLS WAY	110.36
118-401-002	1788 INDIAN WELLS WAY	110.36
118-401-003	1786 INDIAN WELLS WAY	110.36
118-401-004	1784 INDIAN WELLS WAY	110.36
118-401-005	1782 INDIAN WELLS WAY	110.36
118-401-006	1780 INDIAN WELLS WAY	110.36
118-401-007	1778 INDIAN WELLS WAY	110.36
118-401-008	1776 INDIAN WELLS WAY	110.36
118-401-009	1774 INDIAN WELLS WAY	110.36
118-401-010	1772 INDIAN WELLS WAY	110.36
118-401-019	40 TULE CT	110.36
118-401-029	400 CHUPCAN PL	110.36
118-401-030	402 CHUPCAN PL	110.36
118-401-031	404 CHUPCAN PL	110.36
118-401-032	406 CHUPCAN PL	110.36
118-401-033	408 CHUPCAN PL	110.36
118-401-034	410 CHUPCAN PL	110.36
118-401-035	417 CHUPCAN PL	110.36
118-401-036	415 CHUPCAN PL	110.36
118-401-037	411 CHUPCAN PL	110.36
118-401-038	409 CHUPCAN PL	110.36
118-401-039	407 CHUPCAN PL	110.36

ATTACHMENT 2

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-401-040	405 CHUPCAN PL	110.36
118-401-041	403 CHUPCAN PL	110.36
118-401-042	401 CHUPCAN PL	110.36
118-402-001	1735 INDIAN WELLS WAY	110.36
118-402-002	1737 INDIAN WELLS WAY	110.36
118-402-003	1739 INDIAN WELLS WAY	110.36
118-402-004	1741 INDIAN WELLS WAY	110.36
118-402-005	1743 INDIAN WELLS WAY	110.36
118-402-006	1745 INDIAN WELLS WAY	110.36
118-402-007	1747 INDIAN WELLS WAY	110.36
118-402-008	1749 INDIAN WELLS WAY	110.36
118-402-009	310 SACLAN TERRACE PL	110.36
118-402-010	320 SACLAN TERRACE PL	110.36
118-402-011	326 SACLAN TERRACE PL	110.36
118-402-012	328 SACLAN TERRACE PL	110.36
118-402-013	330 SACLAN TERRACE PL	110.36
118-402-014	332 SACLAN TERRACE PL	110.36
118-402-015	334 SACLAN TERRACE PL	110.36
118-402-016	336 SACLAN TERRACE PL	110.36
118-402-017	338 SACLAN TERRACE PL	110.36
118-402-018	340 SACLAN TERRACE PL	110.36
118-402-019	341 SACLAN TERRACE PL	110.36
118-402-020	339 SACLAN TERRACE PL	110.36
118-402-021	337 SACLAN TERRACE PL	110.36
118-402-022	335 SACLAN TERRACE PL	110.36
118-402-023	333 SACLAN TERRACE PL	110.36
118-402-024	331 SACLAN TERRACE PL	110.36
118-402-025	329 SACLAN TERRACE PL	110.36
118-402-026	327 SACLAN TERRACE PL	110.36
118-402-027	325 SACLAN TERRACE PL	110.36
118-402-028	323 SACLAN TERRACE PL	110.36
118-402-029	321 SACLAN TERRACE PL	110.36
118-410-001	1399 SHELL LN	89.62
118-410-002	1397 SHELL LN	89.62
118-410-003	1389 SHELL LN	89.62
118-410-004	1387 SHELL LN	89.62
118-410-005	1385 SHELL LN	89.62
118-410-006	1383 SHELL LN	89.62
118-410-007	1381 SHELL LN	89.62
118-410-008	1379 SHELL LN	89.62
118-410-009	1377 SHELL LN	89.62
118-410-010	1375 SHELL LN	89.62
118-410-011	1373 SHELL LN	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-410-012	1371 SHELL LN	89.62
118-410-013	1369 SHELL LN	89.62
118-410-014	1367 SHELL LN	89.62
118-410-015	1365 SHELL LN	89.62
118-410-016	1363 SHELL LN	89.62
118-410-017	1361 SHELL LN	89.62
118-410-018	1359 SHELL LN	89.62
118-410-019	1357 SHELL LN	89.62
118-410-020	1355 SHELL LN	89.62
118-410-021	1353 SHELL LN	89.62
118-410-022	1351 SHELL LN	89.62
118-410-023	1349 SHELL LN	89.62
118-410-024	1347 SHELL LN	89.62
118-410-025	1345 SHELL LN	89.62
118-410-026	1343 SHELL LN	89.62
118-410-027	1341 SHELL LN	89.62
118-410-028	1339 SHELL LN	89.62
118-410-029	1337 SHELL LN	89.62
118-410-030	1335 SHELL LN	89.62
118-410-031	1333 SHELL LN	89.62
118-410-032	1331 SHELL LN	89.62
118-410-033	1329 SHELL LN	89.62
118-410-034	1327 SHELL LN	89.62
118-410-035	1199 SHELL LN	89.62
118-410-037	1195 SHELL LN	89.62
118-410-038	1193 SHELL LN	89.62
118-410-039	1191 SHELL LN	89.62
118-410-040	1189 SHELL LN	89.62
118-410-041	1187 SHELL LN	89.62
118-410-042	1185 SHELL LN	89.62
118-410-043	1183 SHELL LN	89.62
118-410-044	1181 SHELL LN	89.62
118-410-045	1179 SHELL LN	89.62
118-410-046	1177 SHELL LN	89.62
118-410-047	1175 SHELL LN	89.62
118-410-048	1173 SHELL LN	89.62
118-410-049	1171 SHELL LN	89.62
118-410-050	1169 SHELL LN	89.62
118-410-051	1167 SHELL LN	89.62
118-410-052	1267 SHELL CIR	89.62
118-410-053	1265 SHELL CIR	89.62
118-410-054	1263 SHELL CIR	89.62
118-410-055	1261 SHELL CIR	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-410-056	1259 SHELL CIR	89.62
118-410-057	1254 SHELL CIR	89.62
118-410-058	1256 SHELL CIR	89.62
118-410-059	1258 SHELL CIR	89.62
118-410-060	1260 SHELL CIR	89.62
118-410-061	1262 SHELL CIR	89.62
118-410-062	1264 SHELL CIR	89.62
118-410-063	1266 SHELL CIR	89.62
118-410-064	1268 SHELL CIR	89.62
118-410-065	1270 SHELL CIR	89.62
118-410-066	1272 SHELL CIR	89.62
118-410-067	1274 SHELL CIR	89.62
118-410-068	1276 SHELL CIR	89.62
118-410-069	1278 SHELL CIR	89.62
118-410-070	1280 SHELL CIR	89.62
118-410-071	1282 SHELL CIR	89.62
118-410-072	1284 SHELL CIR	89.62
118-410-073	1286 SHELL CIR	89.62
118-410-074	1288 SHELL CIR	89.62
118-410-075	1290 SHELL CIR	89.62
118-410-076	1292 SHELL CIR	89.62
118-410-077	1294 SHELL CIR	89.62
118-410-078	1296 SHELL CIR	89.62
118-410-079	1298 SHELL CIR	89.62
118-410-080	1269 SHELL CIR	89.62
118-410-081	1271 SHELL CIR	89.62
118-410-082	1273 SHELL CIR	89.62
118-410-083	1275 SHELL CIR	89.62
118-410-084	1332 SHELL LN	89.62
118-410-085	1330 SHELL LN	89.62
118-410-086	1328 SHELL LN	89.62
118-410-087	1326 SHELL LN	89.62
118-410-088	1340 SHELL LN	89.62
118-410-089	1338 SHELL LN	89.62
118-410-090	1336 SHELL LN	89.62
118-410-091	1334 SHELL LN	89.62
118-410-092	1277 SHELL CIR	89.62
118-410-093	1279 SHELL CIR	89.62
118-410-094	1281 SHELL CIR	89.62
118-410-095	1283 SHELL CIR	89.62
118-410-096	1285 SHELL CIR	89.62
118-410-097	1287 SHELL CIR	89.62
118-410-098	1289 SHELL CIR	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-410-099	1291 SHELL CIR	89.62
118-410-100	1293 SHELL CIR	89.62
118-410-101	1295 SHELL CIR	89.62
118-410-102	1297 SHELL CIR	89.62
118-410-103	1299 SHELL CIR	89.62
118-410-104	1368 SHELL LN	89.62
118-410-105	1370 SHELL LN	89.62
118-410-106	1372 SHELL LN	89.62
118-410-107	1374 SHELL LN	89.62
118-410-108	1376 SHELL LN	89.62
118-410-109	1378 SHELL LN	89.62
118-410-110	1380 SHELL LN	89.62
118-410-111	1382 SHELL LN	89.62
118-410-112	1388 SHELL LN	89.62
118-410-113	1390 SHELL LN	89.62
118-410-114	1392 SHELL LN	89.62
118-410-115	1394 SHELL LN	89.62
118-410-116	1396 SHELL LN	89.62
118-410-117	1398 SHELL LN	89.62
118-410-120	1197 SHELL LN	89.62
118-421-001	304 AHWANEE LN	191.88
118-421-002	308 AHWANEE LN	191.88
118-421-003	312 AHWANEE LN	191.88
118-422-001	451 OBSIDIAN WAY	191.88
118-422-002	350 BLUE OAK LN	191.88
118-422-003	352 BLUE OAK LN	191.88
118-422-004	354 BLUE OAK LN	191.88
118-422-005	356 BLUE OAK LN	191.88
118-422-006	358 BLUE OAK LN	191.88
118-422-007	360 BLUE OAK LN	191.88
118-423-001	361 BLUE OAK LN	191.88
118-423-002	3057 MIWOK WAY	191.88
118-423-003	3055 MIWOK WAY	191.88
118-423-004	3053 MIWOK WAY	191.88
118-423-005	3051 MIWOK WAY	191.88
118-423-006	3049 MIWOK WAY	191.88
118-423-007	3047 MIWOK WAY	191.88
118-423-008	3045 MIWOK WAY	191.88
118-423-009	3043 MIWOK WAY	191.88
118-423-010	3041 MIWOK WAY	191.88
118-423-011	3039 MIWOK WAY	191.88
118-423-012	3037 MIWOK WAY	191.88
118-423-013	3035 MIWOK WAY	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-423-014	3033 MIWOK WAY	191.88
118-423-015	3031 MIWOK WAY	191.88
118-424-001	359 BLUE OAK LN	191.88
118-424-002	357 BLUE OAK LN	191.88
118-424-003	355 BLUE OAK LN	191.88
118-424-004	353 BLUE OAK LN	191.88
118-424-005	351 BLUE OAK LN	191.88
118-424-006	409 WAWONA LN	191.88
118-424-007	407 WAWONA LN	191.88
118-424-008	405 WAWONA LN	191.88
118-424-009	403 WAWONA LN	191.88
118-424-010	401 WAWONA LN	191.88
118-424-011	3034 MIWOK WAY	191.88
118-424-012	3038 MIWOK WAY	191.88
118-424-013	3040 MIWOK WAY	191.88
118-424-014	3042 MIWOK WAY	191.88
118-424-015	3046 MIWOK WAY	191.88
118-424-016	3048 MIWOK WAY	191.88
118-424-017	3050 MIWOK WAY	191.88
118-424-018	3052 MIWOK WAY	191.88
118-424-019	3054 MIWOK WAY	191.88
118-431-001	316 AHWANEE CT	191.88
118-431-002	320 AHWANEE CT	191.88
118-431-003	324 AHWANEE CT	191.88
118-431-004	328 AHWANEE CT	191.88
118-431-005	332 AHWANEE CT	191.88
118-432-002	333 AHWANEE LN	191.88
118-432-003	329 AHWANEE LN	191.88
118-432-004	325 AHWANEE LN	191.88
118-432-005	321 AHWANEE CT	191.88
118-432-006	317 AHWANEE CT	191.88
118-432-007	400 WAWONA LN	191.88
118-432-008	402 WAWONA LN	191.88
118-432-009	404 WAWONA LN	191.88
118-432-010	406 WAWONA LN	191.88
118-432-011	408 WAWONA LN	191.88
118-432-012	410 WAWONA LN	191.88
118-432-013	412 WAWONA LN	191.88
118-432-014	414 WAWONA LN	191.88
118-432-015	416 WAWONA CT	191.88
118-432-016	418 WAWONA LN	191.88
118-432-017	420 WAWONA CT	191.88
118-432-019	337 AHWANEE CT	191.88

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APN	Situs Address	Levy
118-432-020	422 WAWONA LN	191.88
118-433-002	419 WAWONA LN	191.88
118-433-003	417 WAWONA CT	191.88
118-433-004	421 WAWONA CT	191.88
118-441-001	5101 KELLER RIDGE DR	128.42
118-441-002	5103 KELLER RIDGE DR	128.42
118-441-003	5105 KELLER RIDGE DR	128.42
118-441-004	5107 KELLER RIDGE DR	128.42
118-441-005	5109 KELLER RIDGE DR	128.42
118-441-007	5113 KELLER RIDGE DR	128.42
118-441-008	5115 KELLER RIDGE DR	128.42
118-441-009	5117 KELLER RIDGE DR	128.42
118-441-010	5119 KELLER RIDGE DR	128.42
118-441-011	5121 KELLER RIDGE DR	128.42
118-441-012	5123 KELLER RIDGE DR	128.42
118-441-013	5125 KELLER RIDGE DR	128.42
118-441-014	5127 KELLER RIDGE DR	128.42
118-441-015	5129 KELLER RIDGE DR	128.42
118-441-016	5131 KELLER RIDGE DR	128.42
118-441-017	101 CROW PL	128.42
118-441-018	103 CROW PL	128.42
118-441-019	105 CROW PL	128.42
118-441-020	107 CROW PL	128.42
118-441-021	109 CROW PL	128.42
118-441-022	111 CROW PL	128.42
118-441-023	113 CROW PL	128.42
118-441-024	115 CROW PL	128.42
118-441-025	117 CROW PL	128.42
118-441-026	119 CROW PL	128.42
118-442-001	118 CROW PL	128.42
118-442-002	116 CROW PL	128.42
118-442-003	114 CROW PL	128.42
118-442-004	112 CROW PL	128.42
118-442-005	110 CROW PL	128.42
118-442-006	108 CROW PL	128.42
118-442-007	106 CROW PL	128.42
118-442-008	104 CROW PL	128.42
118-442-009	102 CROW PL	128.42
118-442-010	3009 WINDMILL CANYON DR	128.42
118-442-011	3011 WINDMILL CANYON DR	128.42
118-442-012	3013 WINDMILL CANYON DR	128.42
118-442-013	3015 WINDMILL CANYON DR	128.42
118-442-014	3017 WINDMILL CANYON DR	128.42

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APN	Situs Address	Levy
118-442-015	3019 WINDMILL CANYON DR	128.42
118-442-016	3021 WINDMILL CANYON DR	128.42
118-442-017	3023 WINDMILL CANYON DR	128.42
118-443-001	3022 WINDMILL CANYON DR	128.42
118-443-002	3020 WINDMILL CANYON DR	128.42
118-443-003	3018 WINDMILL CANYON DR	128.42
118-443-004	3016 WINDMILL CANYON DR	128.42
118-443-005	3014 WINDMILL CANYON DR	128.42
118-443-006	3012 WINDMILL CANYON DR	128.42
118-443-007	3010 WINDMILL CANYON DR	128.42
118-451-001	301 WINDMILL CANYON PL	128.42
118-451-002	303 WINDMILL CANYON PL	128.42
118-451-003	305 WINDMILL CANYON PL	128.42
118-451-004	307 WINDMILL CANYON PL	128.42
118-451-005	309 WINDMILL CANYON PL	128.42
118-451-006	311 WINDMILL CANYON PL	128.42
118-451-007	313 WINDMILL CANYON PL	128.42
118-451-008	315 WINDMILL CANYON PL	128.42
118-451-009	317 WINDMILL CANYON PL	128.42
118-451-010	319 WINDMILL CANYON PL	128.42
118-451-011	321 WINDMILL CANYON PL	128.42
118-452-001	322 WINDMILL CANYON PL	128.42
118-452-002	320 WINDMILL CANYON PL	128.42
118-452-003	318 WINDMILL CANYON PL	128.42
118-452-004	316 WINDMILL CANYON PL	128.42
118-452-005	314 WINDMILL CANYON PL	128.42
118-452-006	312 WINDMILL CANYON PL	128.42
118-452-007	310 WINDMILL CANYON PL	128.42
118-452-008	308 WINDMILL CANYON PL	128.42
118-452-009	306 WINDMILL CANYON PL	128.42
118-452-010	304 WINDMILL CANYON PL	128.42
118-452-011	302 WINDMILL CANYON PL	128.42
118-452-012	201 FALCON PL	128.42
118-452-013	203 FALCON PL	128.42
118-452-014	205 FALCON PL	128.42
118-452-015	207 FALCON PL	128.42
118-452-016	209 FALCON PL	128.42
118-452-017	211 FALCON PL	128.42
118-452-018	213 FALCON PL	128.42
118-452-019	215 FALCON PL	128.42
118-452-020	216 FALCON PL	128.42
118-452-021	214 FALCON PL	128.42
118-452-022	212 FALCON PL	128.42

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APN	Situs Address	Levy
118-452-023	210 FALCON PL	128.42
118-452-024	208 FALCON PL	128.42
118-452-025	206 FALCON PL	128.42
118-452-026	204 FALCON PL	128.42
118-452-027	202 FALCON PL	128.42
118-452-028	5126 KELLER RIDGE DR	128.42
118-452-029	5122 KELLER RIDGE DR	128.42
118-452-030	5120 KELLER RIDGE DR	128.42
118-452-031	5118 KELLER RIDGE DR	128.42
118-452-032	5116 KELLER RIDGE DR	128.42
118-452-033	5114 KELLER RIDGE DR	128.42
118-452-034	5112 KELLER RIDGE DR	128.42
118-452-035	5110 KELLER RIDGE DR	128.42
118-452-036	5108 KELLER RIDGE DR	128.42
118-452-037	5106 KELLER RIDGE DR	128.42
118-452-038	5102 KELLER RIDGE DR	128.42
118-460-001	600 JLPUN LOOP	110.36
118-460-002	602 JLPUN LOOP	110.36
118-460-003	604 JLPUN LOOP	110.36
118-460-004	606 JLPUN LOOP	110.36
118-460-005	608 JLPUN LOOP	110.36
118-460-006	610 JLPUN LOOP	110.36
118-460-007	612 JLPUN LOOP	110.36
118-460-008	614 JLPUN LOOP	110.36
118-460-009	616 JLPUN LOOP	110.36
118-460-010	618 JLPUN LOOP	110.36
118-460-011	620 JLPUN LOOP	110.36
118-460-012	622 JLPUN LOOP	110.36
118-460-013	615 JLPUN LOOP	110.36
118-460-014	609 JLPUN LOOP	110.36
118-460-015	605 JLPUN LOOP	110.36
118-460-016	601 JLPUN LOOP	110.36
118-460-017	637 JLPUN LOOP	110.36
118-460-018	633 JLPUN LOOP	110.36
118-460-019	629 JLPUN LOOP	110.36
118-460-020	625 JLPUN LOOP	110.36
118-460-021	624 JLPUN LOOP	110.36
118-460-022	626 JLPUN LOOP	110.36
118-460-023	628 JLPUN LOOP	110.36
118-460-024	630 JLPUN LOOP	110.36
118-460-025	632 JLPUN LOOP	110.36
118-460-026	634 JLPUN LOOP	110.36
118-460-027	636 JLPUN LOOP	110.36

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APN	Situs Address	Levy
118-460-028	638 JLPUN LOOP	110.36
118-460-029	800 CHERT PL	110.36
118-460-030	802 CHERT PL	110.36
118-460-031	804 CHERT PL	110.36
118-460-032	806 CHERT PL	110.36
118-460-033	808 CHERT PL	110.36
118-460-034	810 CHERT PL	110.36
118-460-035	812 CHERT PL	110.36
118-460-036	814 CHERT PL	110.36
118-460-037	819 CHERT PL	110.36
118-460-038	817 CHERT PL	110.36
118-460-039	815 CHERT PL	110.36
118-460-040	813 CHERT PL	110.36
118-460-041	811 CHERT PL	110.36
118-460-042	809 CHERT PL	110.36
118-460-043	807 CHERT PL	110.36
118-460-044	805 CHERT PL	110.36
118-460-045	803 CHERT PL	110.36
118-460-046	801 CHERT PL	110.36
118-460-047	51 KARKIN PL	110.36
118-460-048	53 KARKIN PL	110.36
118-460-049	55 KARKIN PL	110.36
118-460-050	57 KARKIN PL	110.36
118-460-051	56 KARKIN PL	110.36
118-460-052	54 KARKIN PL	110.36
118-460-053	52 KARKIN PL	110.36
118-460-054	1733 INDIAN WELLS WAY	110.36
118-460-055	501 SUISUN CT	110.36
118-460-056	503 SUISUN CT	110.36
118-460-057	505 SUISUN CT	110.36
118-460-058	507 SUISUN CT	110.36
118-460-059	509 SUISUN CT	110.36
118-460-060	511 SUISUN CT	110.36
118-460-061	510 SUISUN CT	110.36
118-460-062	508 SUISUN CT	110.36
118-460-063	506 SUISUN CT	110.36
118-460-064	504 SUISUN CT	110.36
118-460-065	502 SUISUN CT	110.36
118-460-066	1731 INDIAN WELLS WAY	110.36
118-460-067	1729 INDIAN WELLS WAY	110.36
118-460-068	1727 INDIAN WELLS WAY	110.36
118-460-069	1725 INDIAN WELLS WAY	110.36
118-460-070	1723 INDIAN WELLS WAY	110.36

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APN	Situs Address	Levy
118-460-071	1721 INDIAN WELLS WAY	110.36
118-460-072	1719 INDIAN WELLS WAY	110.36
118-460-073	722 ANIZUMNE CT	110.36
118-460-074	720 ANIZUMNE CT	110.36
118-460-075	718 ANIZUMNE CT	110.36
118-460-076	716 ANIZUMNE CT	110.36
118-460-077	714 ANIZUMNE CT	110.36
118-460-078	712 ANIZUMNE CT	110.36
118-460-079	710 ANIZUMNE CT	110.36
118-460-080	708 ANIZUMNE CT	110.36
118-460-081	706 ANIZUMNE CT	110.36
118-460-082	704 ANIZUMNE CT	110.36
118-460-083	702 ANIZUMNE CT	110.36
118-460-084	700 ANIZUMNE CT	110.36
118-460-085	1717 INDIAN WELLS WAY	110.36
118-460-086	1715 INDIAN WELLS WAY	110.36
118-460-087	1713 INDIAN WELLS WAY	110.36
118-460-088	1711 INDIAN WELLS WAY	110.36
118-460-089	901 ARROWHEAD TER	110.36
118-460-090	903 ARROWHEAD TER	110.36
118-460-091	905 ARROWHEAD TER	110.36
118-460-092	907 ARROWHEAD TER	110.36
118-460-093	909 ARROWHEAD TER	110.36
118-460-094	911 ARROWHEAD TER	110.36
118-460-095	913 ARROWHEAD TER	110.36
118-460-096	915 ARROWHEAD TER	110.36
118-460-097	917 ARROWHEAD TER	110.36
118-460-098	919 ARROWHEAD TER	110.36
118-460-099	921 ARROWHEAD TER	110.36
118-460-100	923 ARROWHEAD TER	110.36
118-460-101	925 ARROWHEAD TER	110.36
118-460-102	927 ARROWHEAD TER	110.36
118-460-103	929 ARROWHEAD TER	110.36
118-460-105	926 ARROWHEAD TER	110.36
118-460-106	924 ARROWHEAD TER	110.36
118-460-107	922 ARROWHEAD TER	110.36
118-460-108	920 ARROWHEAD TER	110.36
118-460-109	918 ARROWHEAD TER	110.36
118-460-110	916 ARROWHEAD TER	110.36
118-460-111	914 ARROWHEAD TER	110.36
118-460-112	912 ARROWHEAD TER	110.36
118-460-113	910 ARROWHEAD TER	110.36
118-460-114	908 ARROWHEAD TER	110.36

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APN	Situs Address	Levy
118-460-115	906 ARROWHEAD TER	110.36
118-460-116	904 ARROWHEAD TER	110.36
118-460-117	902 ARROWHEAD TER	110.36
118-460-118	900 ARROWHEAD TER	110.36
118-460-121	931 ARROWHEAD TER	110.36
118-470-003	1207 BUCKEYE TER	110.36
118-470-004	1205 BUCKEYE TER	110.36
118-470-005	1203 BUCKEYE TER	110.36
118-470-006	1201 BUCKEYE TER	110.36
118-470-007	1211 BUCKEYE TER	110.36
118-470-008	1209 BUCKEYE TER	110.36
118-470-009	1213 BUCKEYE TER	110.36
118-470-010	1215 BUCKEYE TER	110.36
118-470-011	1217 BUCKEYE TER	110.36
118-470-012	1221 BUCKEYE TER	110.36
118-470-013	1223 BUCKEYE TER	110.36
118-470-014	1225 BUCKEYE TER	110.36
118-470-015	1227 BUCKEYE TER	110.36
118-470-016	1231 BUCKEYE TER	110.36
118-470-017	1233 BUCKEYE TER	110.36
118-470-018	1235 BUCKEYE TER	110.36
118-470-019	1237 BUCKEYE TER	110.36
118-470-020	1239 BUCKEYE TER	110.36
118-470-021	1241 BUCKEYE TER	110.36
118-470-022	1240 BUCKEYE TER	110.36
118-470-023	1238 BUCKEYE TER	110.36
118-470-024	1236 BUCKEYE TER	110.36
118-470-025	1234 BUCKEYE TER	110.36
118-470-026	1232 BUCKEYE TER	110.36
118-470-027	1230 BUCKEYE TER	110.36
118-470-028	1228 BUCKEYE TER	110.36
118-470-029	1226 BUCKEYE TER	110.36
118-470-030	1220 BUCKEYE TER	110.36
118-470-031	1218 BUCKEYE TER	110.36
118-470-032	1216 BUCKEYE TER	110.36
118-470-033	1214 BUCKEYE TER	110.36
118-470-034	1212 BUCKEYE TER	110.36
118-470-035	1200 BUCKEYE TER	110.36
118-470-036	1151 MOCCASIN CT	110.36
118-470-037	1153 MOCCASIN CT	110.36
118-470-038	1155 MOCCASIN CT	110.36
118-470-039	1159 MOCCASIN CT	110.36
118-470-040	1161 MOCCASIN CT	110.36

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APN	Situs Address	Levy
118-470-041	1163 MOCCASIN CT	110.36
118-470-042	1165 MOCCASIN CT	110.36
118-470-043	1169 MOCCASIN CT	110.36
118-470-044	1171 MOCCASIN CT	110.36
118-470-045	1173 MOCCASIN CT	110.36
118-470-046	1175 MOCCASIN CT	110.36
118-470-047	1174 MOCCASIN CT	110.36
118-470-048	1172 MOCCASIN CT	110.36
118-470-049	1170 MOCCASIN CT	110.36
118-470-050	1168 MOCCASIN CT	110.36
118-470-051	1166 MOCCASIN CT	110.36
118-470-052	1164 MOCCASIN CT	110.36
118-470-053	1160 MOCCASIN CT	110.36
118-470-054	1158 MOCCASIN CT	110.36
118-470-055	1156 MOCCASIN CT	110.36
118-470-056	1154 MOCCASIN CT	110.36
118-470-057	1152 MOCCASIN CT	110.36
118-470-063	1001 FEATHER CIR	110.36
118-470-064	1003 FEATHER CIR	110.36
118-470-065	1005 FEATHER CIR	110.36
118-470-066	1007 FEATHER CIR	110.36
118-470-067	1009 FEATHER CIR	110.36
118-470-068	1011 FEATHER CIR	110.36
118-470-069	1015 FEATHER CIR	110.36
118-470-070	1017 FEATHER CIR	110.36
118-470-071	1019 FEATHER CIR	110.36
118-470-072	1021 FEATHER CIR	110.36
118-470-076	1029 FEATHER CIR	110.36
118-470-079	1035 FEATHER CIR	110.36
118-470-080	1037 FEATHER CIR	110.36
118-470-081	1039 FEATHER CIR	110.36
118-470-082	1041 FEATHER CIR	110.36
118-470-083	1043 FEATHER CIR	110.36
118-470-084	1045 FEATHER CIR	110.36
118-470-085	1047 FEATHER CIR	110.36
118-470-086	1049 FEATHER CIR	110.36
118-470-087	1051 FEATHER CIR	110.36
118-470-088	1053 FEATHER CIR	110.36
118-470-089	1055 FEATHER CIR	110.36
118-470-090	1059 FEATHER CIR	110.36
118-470-091	1061 FEATHER CIR	110.36
118-470-092	1063 FEATHER CIR	110.36
118-470-093	1065 FEATHER CIR	110.36

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APN	Situs Address	Levy
118-470-094	1067 FEATHER CIR	110.36
118-470-095	1069 FEATHER CIR	110.36
118-470-096	1071 FEATHER CIR	110.36
118-470-097	1073 FEATHER CIR	110.36
118-470-098	1075 FEATHER CIR	110.36
118-470-099	1077 FEATHER CIR	110.36
118-470-100	1079 FEATHER CIR	110.36
118-470-101	1074 FEATHER CIR	110.36
118-470-102	1072 FEATHER CIR	110.36
118-470-103	1070 FEATHER CIR	110.36
118-470-104	1066 FEATHER CIR	110.36
118-470-105	1054 FEATHER CIR	110.36
118-470-106	1052 FEATHER CIR	110.36
118-470-107	1050 FEATHER CIR	110.36
118-470-108	1048 FEATHER CIR	110.36
118-470-109	1038 FEATHER CIR	110.36
118-470-110	1034 FEATHER CIR	110.36
118-470-111	1032 FEATHER CIR	110.36
118-470-112	1028 FEATHER CIR	110.36
118-470-113	1016 FEATHER CIR	110.36
118-470-114	1014 FEATHER CIR	110.36
118-470-115	1012 FEATHER CIR	110.36
118-470-118	1023 FEATHER CIR	110.36
118-470-119	1025 FEATHER CIR	110.36
118-470-120	1027 FEATHER CIR	110.36
118-470-121	1031 FEATHER CIR	110.36
118-470-122	1033 FEATHER CIR	110.36
118-480-001	100 FOREST HILL DR	223.30
118-480-002	102 FOREST HILL DR	223.30
118-480-003	104 FOREST HILL DR	223.30
118-480-004	106 FOREST HILL DR	223.30
118-480-005	108 FOREST HILL DR	223.30
118-480-006	110 FOREST HILL DR	223.30
118-480-007	112 FOREST HILL DR	223.30
118-480-008	114 FOREST HILL DR	223.30
118-480-009	116 FOREST HILL DR	223.30
118-480-010	118 FOREST HILL DR	223.30
118-480-011	120 FOREST HILL DR	223.30
118-480-012	121 FOREST HILL DR	223.30
118-480-013	119 FOREST HILL DR	223.30
118-480-014	117 FOREST HILL DR	223.30
118-480-015	115 FOREST HILL DR	223.30
118-480-016	113 FOREST HILL DR	223.30

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APN	Situs Address	Levy
118-480-017	111 FOREST HILL DR	223.30
118-480-018	109 FOREST HILL DR	223.30
118-480-019	105 FOREST HILL DR	223.30
118-480-020	103 FOREST HILL DR	223.30
118-480-023	1008 PEBBLE BEACH DR	223.30
118-480-024	1010 PEBBLE BEACH DR	223.30
118-480-025	1012 PEBBLE BEACH DR	223.30
118-480-026	1014 PEBBLE BEACH DR	223.30
118-480-027	1016 PEBBLE BEACH DR	223.30
118-480-028	1018 PEBBLE BEACH DR	223.30
118-480-029	1020 PEBBLE BEACH DR	223.30
118-480-030	1022 PEBBLE BEACH DR	223.30
118-480-031	1024 PEBBLE BEACH DR	223.30
118-480-034	1033 PEBBLE BEACH DR	223.30
118-480-035	1031 PEBBLE BEACH DR	223.30
118-480-036	1029 PEBBLE BEACH DR	223.30
118-480-037	1027 PEBBLE BEACH DR	223.30
118-480-038	1025 PEBBLE BEACH DR	223.30
118-480-039	1023 PEBBLE BEACH DR	223.30
118-480-040	1021 PEBBLE BEACH DR	223.30
118-480-041	1011 PEBBLE BEACH DR	223.30
118-480-042	1009 PEBBLE BEACH DR	223.30
118-480-043	1007 PEBBLE BEACH DR	223.30
118-480-044	1005 PEBBLE BEACH DR	223.30
118-480-045	1003 PEBBLE BEACH DR	223.30
118-480-046	101 FOREST HILL DR	223.30
118-480-047	1006 PEBBLE BEACH DR	223.30
118-480-048	1028 PEBBLE BEACH DR	446.62
118-490-001	132 INVERNESS WAY	223.30
118-490-003	138 INVERNESS WAY	223.30
118-490-005	140 INVERNESS WAY	223.30
118-490-006	142 INVERNESS WAY	223.30
118-490-007	1032 PEBBLE BEACH DR	223.30
118-490-008	1034 PEBBLE BEACH DR	223.30
118-490-009	1036 PEBBLE BEACH DR	223.30
118-490-010	1038 PEBBLE BEACH DR	223.30
118-490-011	1040 PEBBLE BEACH DR	223.30
118-490-012	1042 PEBBLE BEACH DR	223.30
118-490-013	1044 PEBBLE BEACH DR	223.30
118-490-014	1046 PEBBLE BEACH DR	223.30
118-490-015	1048 PEBBLE BEACH DR	223.30
118-490-016	1050 PEBBLE BEACH DR	223.30
118-490-017	1052 PEBBLE BEACH DR	223.30

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APN	Situs Address	Levy
118-490-018	1054 PEBBLE BEACH DR	223.30
118-490-019	1056 PEBBLE BEACH DR	223.30
118-490-020	1055 PEBBLE BEACH DR	223.30
118-490-021	1053 PEBBLE BEACH DR	223.30
118-490-022	1051 PEBBLE BEACH DR	223.30
118-490-023	1049 PEBBLE BEACH DR	223.30
118-490-024	1047 PEBBLE BEACH DR	223.30
118-490-025	1045 PEBBLE BEACH DR	223.30
118-490-027	134 INVERNESS WAY	223.30
118-490-028	136 INVERNESS WAY	223.30
118-500-001	1100 PEACOCK CREEK DR	223.30
118-500-002	1102 PEACOCK CREEK DR	223.30
118-500-005	1108 PEACOCK CREEK DR	223.30
118-500-006	1110 PEACOCK CREEK DR	223.30
118-500-007	1112 PEACOCK CREEK DR	223.30
118-500-008	1114 PEACOCK CREEK DR	223.30
118-500-009	1116 PEACOCK CREEK DR	223.30
118-500-010	1118 PEACOCK CREEK DR	223.30
118-500-011	1120 PEACOCK CREEK DR	223.30
118-500-012	1122 PEACOCK CREEK DR	223.30
118-500-013	1124 PEACOCK CREEK DR	223.30
118-500-014	1126 PEACOCK CREEK DR	223.30
118-500-015	1128 PEACOCK CREEK DR	223.30
118-500-016	1130 PEACOCK CREEK DR	223.30
118-500-017	1132 PEACOCK CREEK DR	223.30
118-500-018	1133 PEACOCK CREEK DR	223.30
118-500-019	1131 PEACOCK CREEK DR	223.30
118-500-020	1129 PEACOCK CREEK DR	223.30
118-500-021	1127 PEACOCK CREEK DR	223.30
118-500-022	1125 PEACOCK CREEK DR	223.30
118-500-023	1123 PEACOCK CREEK DR	223.30
118-500-024	1121 PEACOCK CREEK DR	223.30
118-500-025	1117 PEACOCK CREEK DR	223.30
118-500-026	1115 PEACOCK CREEK DR	223.30
118-500-027	1111 PEACOCK CREEK DR	223.30
118-500-028	1109 PEACOCK CREEK DR	223.30
118-500-029	1107 PEACOCK CREEK DR	223.30
118-500-030	1105 PEACOCK CREEK DR	223.30
118-500-031	1103 PEACOCK CREEK DR	223.30
118-500-032	1104 PEACOCK CREEK DR	223.30
118-500-033	1106 PEACOCK CREEK DR	223.30
118-510-001	1134 PEACOCK CREEK DR	223.30
118-510-002	1136 PEACOCK CREEK DR	223.30

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APN	Situs Address	Levy
118-510-003	1138 PEACOCK CREEK DR	223.30
118-510-004	1140 PEACOCK CREEK DR	223.30
118-510-005	1142 PEACOCK CREEK DR	223.30
118-510-006	1144 PEACOCK CREEK DR	223.30
118-510-007	1146 PEACOCK CREEK DR	223.30
118-510-008	1148 PEACOCK CREEK DR	223.30
118-510-009	1150 PEACOCK CREEK DR	223.30
118-510-010	1152 PEACOCK CREEK DR	223.30
118-510-011	170 BRANDYWINE PL	223.30
118-510-012	172 BRANDYWINE PL	223.30
118-510-013	174 BRANDYWINE PL	223.30
118-510-015	185 BRANDYWINE PL	223.30
118-510-016	183 BRANDYWINE PL	223.30
118-510-017	181 BRANDYWINE PL	223.30
118-510-018	179 BRANDYWINE PL	223.30
118-510-019	177 BRANDYWINE PL	223.30
118-510-020	175 BRANDYWINE PL	223.30
118-510-021	173 BRANDYWINE PL	223.30
118-510-022	1160 TORREY PINES PL	223.30
118-510-023	1162 TORREY PINES PL	223.30
118-510-024	1163 TORREY PINES PL	223.30
118-510-025	1161 TORREY PINES PL	223.30
118-510-026	1155 PEACOCK CREEK DR	223.30
118-510-027	1151 PEACOCK CREEK DR	223.30
118-510-028	164 SILVERADO CT	223.30
118-510-029	166 SILVERADO CT	223.30
118-510-030	165 SILVERADO CT	223.30
118-510-031	163 SILVERADO CT	223.30
118-510-032	1149 PEACOCK CREEK DR	223.30
118-510-033	1147 PEACOCK CREEK DR	223.30
118-510-034	1145 PEACOCK CREEK DR	223.30
118-510-035	154 LONE PINE CT	223.30
118-510-036	156 LONE PINE CT	223.30
118-510-037	155 LONE PINE CT	223.30
118-510-038	153 LONE PINE CT	223.30
118-510-039	151 LONE PINE CT	223.30
118-510-040	1139 PEACOCK CREEK DR	223.30
118-510-041	1137 PEACOCK CREEK DR	223.30
118-510-042	1135 PEACOCK CREEK DR	223.30
118-530-001	1401 INDIANHEAD WAY	89.62
118-530-002	1403 INDIANHEAD WAY	89.62
118-530-003	1405 INDIANHEAD WAY	89.62
118-530-004	1407 INDIANHEAD WAY	89.62

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APN	Situs Address	Levy
118-530-005	1409 INDIANHEAD WAY	89.62
118-530-006	1411 INDIANHEAD WAY	89.62
118-530-007	1413 INDIANHEAD WAY	89.62
118-530-008	1415 INDIANHEAD WAY	89.62
118-530-009	1417 INDIANHEAD WAY	89.62
118-530-010	1419 INDIANHEAD WAY	89.62
118-530-011	1421 INDIANHEAD WAY	89.62
118-530-012	1423 INDIANHEAD WAY	89.62
118-530-013	1425 INDIANHEAD WAY	89.62
118-530-014	1427 INDIANHEAD WAY	89.62
118-530-015	1429 INDIANHEAD WAY	89.62
118-530-016	1431 INDIANHEAD WAY	89.62
118-530-017	1433 INDIANHEAD CIR	89.62
118-530-018	1435 INDIANHEAD CIR	89.62
118-530-019	1437 INDIANHEAD CIR	89.62
118-530-020	1439 INDIANHEAD CIR	89.62
118-530-021	1441 INDIANHEAD CIR	89.62
118-530-022	1443 INDIANHEAD CIR	89.62
118-530-023	1445 INDIANHEAD CIR	89.62
118-530-024	1447 INDIANHEAD CIR	89.62
118-530-025	1449 INDIANHEAD CIR	89.62
118-530-026	1451 INDIANHEAD CIR	89.62
118-530-027	1453 INDIANHEAD CIR	89.62
118-530-028	1455 INDIANHEAD CIR	89.62
118-530-029	1457 INDIANHEAD CIR	89.62
118-530-030	1459 INDIANHEAD CIR	89.62
118-530-031	1461 INDIANHEAD CIR	89.62
118-530-033	1465 INDIANHEAD CIR	89.62
118-530-034	1467 INDIANHEAD CIR	89.62
118-530-035	1469 INDIANHEAD CIR	89.62
118-530-036	1471 INDIANHEAD CIR	89.62
118-530-037	1473 INDIANHEAD CIR	89.62
118-530-038	1475 INDIANHEAD CIR	89.62
118-530-039	1477 INDIANHEAD CIR	89.62
118-530-040	1479 INDIANHEAD CIR	89.62
118-530-041	1481 INDIANHEAD CIR	89.62
118-530-042	1483 INDIANHEAD CIR	89.62
118-530-043	1485 INDIANHEAD CIR	89.62
118-530-044	1487 INDIANHEAD CIR	89.62
118-530-045	1489 INDIANHEAD CIR	89.62
118-530-046	1491 INDIANHEAD CIR	89.62
118-530-047	1466 INDIANHEAD CIR	89.62
118-530-048	1464 INDIANHEAD CIR	89.62

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APN	Situs Address	Levy
118-530-049	1462 INDIANHEAD CIR	89.62
118-530-050	1460 INDIANHEAD CIR	89.62
118-530-051	1458 INDIANHEAD CIR	89.62
118-530-052	1456 INDIANHEAD CIR	89.62
118-530-056	1463 INDIANHEAD CIR	89.62
118-540-001	4001 HUMMINGBIRD WAY	128.42
118-540-002	4003 HUMMINGBIRD WAY	128.42
118-540-003	4005 HUMMINGBIRD WAY	128.42
118-540-004	4007 HUMMINGBIRD WAY	128.42
118-540-005	4009 HUMMINGBIRD WAY	128.42
118-540-006	4011 HUMMINGBIRD WAY	128.42
118-540-007	4013 HUMMINGBIRD WAY	128.42
118-540-008	4015 HUMMINGBIRD WAY	128.42
118-540-009	4017 HUMMINGBIRD WAY	128.42
118-540-010	4019 HUMMINGBIRD WAY	128.42
118-540-011	4021 HUMMINGBIRD WAY	128.42
118-540-012	4022 HUMMINGBIRD WAY	128.42
118-540-013	4018 HUMMINGBIRD WAY	128.42
118-540-014	4014 HUMMINGBIRD WAY	128.42
118-540-015	4010 HUMMINGBIRD WAY	128.42
118-540-016	4008 HUMMINGBIRD WAY	128.42
118-540-017	4006 HUMMINGBIRD WAY	128.42
118-540-018	4004 HUMMINGBIRD WAY	128.42
118-540-019	4002 HUMMINGBIRD WAY	128.42
118-540-020	5001 RAVEN WAY	128.42
118-540-021	5003 RAVEN WAY	128.42
118-540-022	5005 RAVEN WAY	128.42
118-540-023	5007 RAVEN WAY	128.42
118-540-024	5009 RAVEN WAY	128.42
118-540-025	5011 RAVEN WAY	128.42
118-540-026	4024 HUMMINGBIRD WAY	128.42
118-540-027	5013 RAVEN WAY	128.42
118-540-028	5015 RAVEN WAY	128.42
118-540-029	5017 RAVEN WAY	128.42
118-540-030	5019 RAVEN WAY	128.42
118-540-031	3038 WINDMILL CANYON DR	128.42
118-540-032	3036 WINDMILL CANYON DR	128.42
118-540-033	3034 WINDMILL CANYON DR	128.42
118-540-034	3032 WINDMILL CANYON DR	128.42
118-540-035	3030 WINDMILL CANYON DR	128.42
118-540-036	3028 WINDMILL CANYON DR	128.42
118-540-037	3026 WINDMILL CANYON DR	128.42
118-540-038	3024 WINDMILL CANYON DR	128.42

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APN	Situs Address	Levy
118-540-039	3025 WINDMILL CANYON DR	128.42
118-540-040	3027 WINDMILL CANYON DR	128.42
118-540-041	3029 WINDMILL CANYON DR	128.42
118-540-042	3031 WINDMILL CANYON DR	128.42
118-540-043	3033 WINDMILL CANYON DR	128.42
118-540-044	3035 WINDMILL CANYON DR	128.42
118-540-045	3037 WINDMILL CANYON DR	128.42
118-540-046	3039 WINDMILL CANYON DR	128.42
118-540-047	3041 WINDMILL CANYON DR	128.42
118-540-048	3043 WINDMILL CANYON DR	128.42
118-540-049	3045 WINDMILL CANYON DR	128.42
118-540-050	3047 WINDMILL CANYON DR	128.42
118-540-051	3049 WINDMILL CANYON DR	128.42
118-540-052	3051 WINDMILL CANYON DR	128.42
118-540-053	3053 WINDMILL CANYON DR	128.42
118-540-054	5022 RAVEN WAY	128.42
118-540-055	5020 RAVEN WAY	128.42
118-540-056	5018 RAVEN WAY	128.42
118-540-057	5016 RAVEN WAY	128.42
118-540-058	5014 RAVEN WAY	128.42
118-540-059	5012 RAVEN WAY	128.42
118-540-060	5010 RAVEN WAY	128.42
118-540-061	5008 RAVEN WAY	128.42
118-540-062	5006 RAVEN WAY	128.42
118-540-063	5004 RAVEN WAY	128.42
118-540-064	5002 RAVEN WAY	128.42
118-540-065	5000 RAVEN WAY	128.42
118-550-002	610 GOLDEN EAGLE PL	128.42
118-550-003	608 GOLDEN EAGLE PL	128.42
118-550-004	606 GOLDEN EAGLE PL	128.42
118-550-005	604 GOLDEN EAGLE PL	128.42
118-550-006	602 GOLDEN EAGLE PL	128.42
118-550-007	501 RAVEN PL	128.42
118-550-008	503 RAVEN PL	128.42
118-550-009	505 RAVEN PL	128.42
118-550-010	507 RAVEN PL	128.42
118-550-011	509 RAVEN PL	128.42
118-550-012	511 RAVEN PL	128.42
118-550-013	513 RAVEN PL	128.42
118-550-014	514 RAVEN PL	128.42
118-550-015	512 RAVEN PL	128.42
118-550-016	510 RAVEN PL	128.42
118-550-017	508 RAVEN PL	128.42

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APN	Situs Address	Levy
118-550-018	506 RAVEN PL	128.42
118-550-019	504 RAVEN PL	128.42
118-550-020	502 RAVEN PL	128.42
118-550-021	401 HUMMINGBIRD PL	128.42
118-550-022	403 HUMMINGBIRD PL	128.42
118-550-023	405 HUMMINGBIRD PL	128.42
118-550-024	407 HUMMINGBIRD PL	128.42
118-550-025	409 HUMMINGBIRD PL	128.42
118-550-026	411 HUMMINGBIRD PL	128.42
118-550-027	413 HUMMINGBIRD PL	128.42
118-550-028	418 HUMMINGBIRD PL	128.42
118-550-029	416 HUMMINGBIRD PL	128.42
118-550-030	414 HUMMINGBIRD PL	128.42
118-550-031	412 HUMMINGBIRD PL	128.42
118-550-032	410 HUMMINGBIRD PL	128.42
118-550-033	408 HUMMINGBIRD PL	128.42
118-550-034	406 HUMMINGBIRD PL	128.42
118-550-035	404 HUMMINGBIRD PL	128.42
118-550-036	402 HUMMINGBIRD PL	128.42
118-550-038	612 GOLDEN EAGLE PL	128.42
118-570-001	363 BLUE OAK LN	191.88
118-570-002	365 BLUE OAK LN	191.88
118-570-003	367 BLUE OAK LN	191.88
118-570-004	369 BLUE OAK LN	191.88
118-570-005	371 BLUE OAK LN	191.88
118-570-006	373 BLUE OAK LN	191.88
118-570-007	375 BLUE OAK LN	191.88
118-570-008	377 BLUE OAK LN	191.88
118-570-009	379 BLUE OAK LN	191.88
118-570-010	381 BLUE OAK LN	191.88
118-570-012	385 BLUE OAK LN	191.88
118-570-013	387 BLUE OAK LN	191.88
118-570-014	389 BLUE OAK LN	191.88
118-570-015	391 BLUE OAK LN	191.88
118-570-016	390 BLUE OAK LN	191.88
118-570-017	388 BLUE OAK LN	191.88
118-570-018	81 WILDCAT WAY	191.88
118-570-019	83 WILDCAT WAY	191.88
118-570-020	85 WILDCAT WAY	191.88
118-570-021	477 OBSIDIAN WAY	191.88
118-570-022	479 OBSIDIAN WAY	191.88
118-570-023	478 OBSIDIAN WAY	191.88
118-570-024	476 OBSIDIAN WAY	191.88

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APN	Situs Address	Levy
118-570-025	474 OBSIDIAN WAY	191.88
118-570-026	470 OBSIDIAN WAY	191.88
118-570-027	468 OBSIDIAN WAY	191.88
118-570-028	63 ANTELOPE CT	191.88
118-570-029	65 ANTELOPE CT	191.88
118-570-030	66 ANTELOPE CT	191.88
118-570-031	64 ANTELOPE CT	191.88
118-570-032	62 ANTELOPE CT	191.88
118-570-033	60 ANTELOPE CT	191.88
118-570-034	458 OBSIDIAN WAY	191.88
118-570-035	456 OBSIDIAN WAY	191.88
118-570-038	56 TUYSHTAK CT	191.88
118-570-039	54 TUYSHTAK CT	191.88
118-570-040	52 TUYSHTAK CT	191.88
118-570-041	453 OBSIDIAN WAY	191.88
118-570-042	455 OBSIDIAN WAY	191.88
118-570-043	457 OBSIDIAN WAY	191.88
118-570-044	459 OBSIDIAN WAY	191.88
118-570-045	461 OBSIDIAN WAY	191.88
118-570-046	463 OBSIDIAN WAY	191.88
118-570-047	465 OBSIDIAN WAY	191.88
118-570-048	467 OBSIDIAN WAY	191.88
118-570-049	469 OBSIDIAN WAY	191.88
118-570-050	471 OBSIDIAN WAY	191.88
118-570-051	473 OBSIDIAN WAY	191.88
118-570-052	84 WILDCAT WAY	191.88
118-570-053	380 BLUE OAK LN	191.88
118-570-054	376 BLUE OAK LN	191.88
118-570-055	374 BLUE OAK LN	191.88
118-570-056	372 BLUE OAK LN	191.88
118-570-057	370 BLUE OAK LN	191.88
118-570-058	368 BLUE OAK LN	191.88
118-570-059	366 BLUE OAK LN	191.88
118-570-060	362 BLUE OAK LN	191.88
118-570-061	383 BLUE OAK LN	191.88
118-570-062	53 TUYSHTAK CT	191.88
118-570-063	55 TUYSHTAK CT	191.88
118-580-001	200 CONDOR WAY	110.36
118-580-002	202 CONDOR WAY	110.36
118-580-003	204 CONDOR WAY	110.36
118-580-004	206 CONDOR WAY	110.36
118-580-005	208 CONDOR WAY	110.36
118-580-006	210 CONDOR WAY	110.36

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APN	Situs Address	Levy
118-580-007	212 CONDOR WAY	110.36
118-580-008	214 CONDOR WAY	110.36
118-580-009	216 CONDOR WAY	110.36
118-580-010	218 CONDOR WAY	110.36
118-580-011	220 CONDOR WAY	110.36
118-580-012	222 CONDOR WAY	110.36
118-580-013	224 CONDOR WAY	110.36
118-580-014	226 CONDOR WAY	110.36
118-580-015	5000 KELLER RIDGE DR	110.36
118-580-016	5002 KELLER RIDGE DR	110.36
118-580-017	5004 KELLER RIDGE DR	110.36
118-580-018	5006 KELLER RIDGE DR	110.36
118-580-019	5008 KELLER RIDGE DR	110.36
118-580-020	5010 KELLER RIDGE DR	110.36
118-580-021	5012 KELLER RIDGE DR	110.36
118-580-022	5037 KELLER RIDGE DR	110.36
118-580-023	5035 KELLER RIDGE DR	110.36
118-580-024	5033 KELLER RIDGE DR	110.36
118-580-025	5031 KELLER RIDGE DR	110.36
118-580-026	5029 KELLER RIDGE DR	110.36
118-580-027	5027 KELLER RIDGE DR	110.36
118-580-028	5025 KELLER RIDGE DR	110.36
118-580-029	5023 KELLER RIDGE DR	110.36
118-580-030	5021 KELLER RIDGE DR	110.36
118-580-031	5019 KELLER RIDGE DR	110.36
118-580-032	5017 KELLER RIDGE DR	110.36
118-580-033	5015 KELLER RIDGE DR	110.36
118-580-034	5013 KELLER RIDGE DR	110.36
118-580-035	5011 KELLER RIDGE DR	110.36
118-590-004	4705 KELLER RIDGE DR	89.62
118-590-005	4707 KELLER RIDGE DR	89.62
118-590-006	4703 KELLER RIDGE DR	89.62
118-590-007	4701 KELLER RIDGE DR	89.62
118-590-009	4605 KELLER RIDGE DR	89.62
118-590-010	4607 KELLER RIDGE DR	89.62
118-590-011	4603 KELLER RIDGE DR	89.62
118-590-012	4601 KELLER RIDGE DR	89.62
118-590-015	4507 KELLER RIDGE DR	89.62
118-590-016	4505 KELLER RIDGE DR	89.62
118-590-017	4501 KELLER RIDGE DR	89.62
118-590-018	4503 KELLER RIDGE DR	89.62
118-590-022	4905 KELLER RIDGE DR	89.62
118-590-023	4907 KELLER RIDGE DR	89.62

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APN	Situs Address	Levy
118-590-024	4903 KELLER RIDGE DR	89.62
118-590-025	4901 KELLER RIDGE DR	89.62
118-590-027	4805 KELLER RIDGE DR	89.62
118-590-028	4807 KELLER RIDGE DR	89.62
118-590-029	4803 KELLER RIDGE DR	89.62
118-590-030	4801 KELLER RIDGE DR	89.62
118-600-001	905 CONDOR PL	89.62
118-600-002	907 CONDOR PL	89.62
118-600-003	903 CONDOR PL	89.62
118-600-004	901 CONDOR PL	89.62
118-600-006	807 CONDOR PL	89.62
118-600-007	805 CONDOR PL	89.62
118-600-008	801 CONDOR PL	89.62
118-600-009	803 CONDOR PL	89.62
118-600-011	705 CONDOR PL	89.62
118-600-012	707 CONDOR PL	89.62
118-600-013	703 CONDOR PL	89.62
118-600-014	701 CONDOR PL	89.62
118-600-016	607 CONDOR PL	89.62
118-600-017	605 CONDOR PL	89.62
118-600-018	601 CONDOR PL	89.62
118-600-019	603 CONDOR PL	89.62
118-600-021	505 CONDOR PL	89.62
118-600-022	507 CONDOR PL	89.62
118-600-023	503 CONDOR PL	89.62
118-600-024	501 CONDOR PL	89.62
118-600-026	405 CONDOR PL	89.62
118-600-027	407 CONDOR PL	89.62
118-600-028	403 CONDOR PL	89.62
118-600-029	401 CONDOR PL	89.62
118-600-031	307 CONDOR PL	89.62
118-600-032	305 CONDOR PL	89.62
118-600-033	301 CONDOR PL	89.62
118-600-034	303 CONDOR PL	89.62
118-600-036	207 CONDOR PL	89.62
118-600-037	205 CONDOR PL	89.62
118-600-038	201 CONDOR PL	89.62
118-600-039	203 CONDOR PL	89.62
118-610-001	1947 EAGLE PEAK AVE	89.62
118-610-002	1945 EAGLE PEAK AVE	89.62
118-610-003	1941 EAGLE PEAK AVE	89.62
118-610-004	1943 EAGLE PEAK AVE	89.62
118-610-006	1925 EAGLE PEAK AVE	89.62

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APN	Situs Address	Levy
118-610-007	1927 EAGLE PEAK AVE	89.62
118-610-008	1923 EAGLE PEAK AVE	89.62
118-610-009	1921 EAGLE PEAK AVE	89.62
118-610-012	3905 COYOTE CIR	89.62
118-610-013	3907 COYOTE CIR	89.62
118-610-014	3903 COYOTE CIR	89.62
118-610-015	3901 COYOTE CIR	89.62
118-610-020	3805 COYOTE CIR	89.62
118-610-021	3807 COYOTE CIR	89.62
118-610-022	3803 COYOTE CIR	89.62
118-610-023	3801 COYOTE CIR	89.62
118-610-024	3707 COYOTE CIR	89.62
118-610-025	3705 COYOTE CIR	89.62
118-610-026	3701 COYOTE CIR	89.62
118-610-027	3703 COYOTE CIR	89.62
118-610-028	3605 COYOTE CIR	89.62
118-610-029	3607 COYOTE CIR	89.62
118-610-030	3603 COYOTE CIR	89.62
118-610-031	3601 COYOTE CIR	89.62
118-620-001	6001 GOLDEN EAGLE WAY	128.42
118-620-002	6003 GOLDEN EAGLE WAY	128.42
118-620-003	6005 GOLDEN EAGLE WAY	128.42
118-620-004	6007 GOLDEN EAGLE WAY	128.42
118-620-005	6009 GOLDEN EAGLE WAY	128.42
118-620-006	6011 GOLDEN EAGLE WAY	128.42
118-620-007	6013 GOLDEN EAGLE WAY	128.42
118-620-008	3089 WINDMILL CANYON DR	128.42
118-620-009	3091 WINDMILL CANYON DR	128.42
118-620-010	3093 WINDMILL CANYON DR	128.42
118-620-011	3095 WINDMILL CANYON DR	128.42
118-620-012	3097 WINDMILL CANYON DR	128.42
118-620-013	3099 WINDMILL CANYON DR	128.42
118-620-014	3101 WINDMILL CANYON DR	128.42
118-620-015	3103 WINDMILL CANYON DR	128.42
118-620-016	3105 WINDMILL CANYON DR	128.42
118-620-017	3107 WINDMILL CANYON DR	128.42
118-620-018	3109 WINDMILL CANYON DR	128.42
118-620-019	3111 WINDMILL CANYON DR	128.42
118-620-020	6036 GOLDEN EAGLE WAY	128.42
118-620-021	6034 GOLDEN EAGLE WAY	128.42
118-620-022	6032 GOLDEN EAGLE WAY	128.42
118-620-023	6030 GOLDEN EAGLE WAY	128.42
118-620-024	6028 GOLDEN EAGLE WAY	128.42

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-620-025	6026 GOLDEN EAGLE WAY	128.42
118-620-026	6024 GOLDEN EAGLE WAY	128.42
118-620-027	6022 GOLDEN EAGLE WAY	128.42
118-620-028	6018 GOLDEN EAGLE WAY	128.42
118-620-029	7001 MOLLUK WAY	128.42
118-620-030	7003 MOLLUK WAY	128.42
118-620-031	7005 MOLLUK WAY	128.42
118-620-032	7007 MOLLUK WAY	128.42
118-620-033	7009 MOLLUK WAY	128.42
118-620-034	7011 MOLLUK WAY	128.42
118-620-035	7015 MOLLUK WAY	128.42
118-620-036	7019 MOLLUK WAY	128.42
118-620-037	7021 MOLLUK WAY	128.42
118-620-038	7023 MOLLUK WAY	128.42
118-620-039	7025 MOLLUK WAY	128.42
118-620-040	7027 MOLLUK WAY	128.42
118-620-041	7028 MOLLUK WAY	128.42
118-620-042	7026 MOLLUK WAY	128.42
118-620-043	7024 MOLLUK WAY	128.42
118-620-044	7022 MOLLUK WAY	128.42
118-620-045	7020 MOLLUK WAY	128.42
118-620-046	7018 MOLLUK WAY	128.42
118-620-047	7016 MOLLUK WAY	128.42
118-620-048	7014 MOLLUK WAY	128.42
118-620-049	7012 MOLLUK WAY	128.42
118-620-050	7010 MOLLUK WAY	128.42
118-620-051	7008 MOLLUK WAY	128.42
118-620-052	7006 MOLLUK WAY	128.42
118-620-053	7004 MOLLUK WAY	128.42
118-620-054	7002 MOLLUK WAY	128.42
118-620-055	7000 MOLLUK WAY	128.42
118-620-056	5151 KELLER RIDGE DR	128.42
118-620-057	5153 KELLER RIDGE DR	128.42
118-620-058	5155 KELLER RIDGE DR	128.42
118-620-059	5157 KELLER RIDGE DR	128.42
118-620-060	5159 KELLER RIDGE DR	128.42
118-620-061	5161 KELLER RIDGE DR	128.42
118-620-062	5163 KELLER RIDGE DR	128.42
118-630-001	6015 GOLDEN EAGLE WAY	128.42
118-630-002	6017 GOLDEN EAGLE WAY	128.42
118-630-003	6019 GOLDEN EAGLE WAY	128.42
118-630-004	6021 GOLDEN EAGLE WAY	128.42
118-630-005	6023 GOLDEN EAGLE WAY	128.42

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-630-006	6025 GOLDEN EAGLE WAY	128.42
118-630-007	6027 GOLDEN EAGLE WAY	128.42
118-630-008	6031 GOLDEN EAGLE WAY	128.42
118-630-009	3072 WINDMILL CANYON DR	128.42
118-630-010	3070 WINDMILL CANYON DR	128.42
118-630-011	3068 WINDMILL CANYON DR	128.42
118-630-012	3066 WINDMILL CANYON DR	128.42
118-630-013	3064 WINDMILL CANYON DR	128.42
118-630-014	3062 WINDMILL CANYON DR	128.42
118-630-015	3060 WINDMILL CANYON DR	128.42
118-630-016	3058 WINDMILL CANYON DR	128.42
118-630-017	3056 WINDMILL CANYON DR	128.42
118-630-018	3054 WINDMILL CANYON DR	128.42
118-630-019	3055 WINDMILL CANYON DR	128.42
118-630-020	3057 WINDMILL CANYON DR	128.42
118-630-021	3059 WINDMILL CANYON DR	128.42
118-630-022	3061 WINDMILL CANYON DR	128.42
118-630-023	3063 WINDMILL CANYON DR	128.42
118-630-024	3065 WINDMILL CANYON DR	128.42
118-630-025	3067 WINDMILL CANYON DR	128.42
118-630-026	3069 WINDMILL CANYON DR	128.42
118-630-027	3071 WINDMILL CANYON DR	128.42
118-630-028	3073 WINDMILL CANYON DR	128.42
118-630-029	3075 WINDMILL CANYON DR	128.42
118-630-030	3077 WINDMILL CANYON DR	128.42
118-630-031	3079 WINDMILL CANYON DR	128.42
118-630-032	3081 WINDMILL CANYON DR	128.42
118-630-033	3083 WINDMILL CANYON DR	128.42
118-630-034	3085 WINDMILL CANYON DR	128.42
118-630-035	3087 WINDMILL CANYON DR	128.42
118-630-036	3090 WINDMILL CANYON DR	128.42
118-630-037	3088 WINDMILL CANYON DR	128.42
118-630-038	3084 WINDMILL CANYON DR	128.42
118-630-039	3080 WINDMILL CANYON DR	128.42
118-630-040	3078 WINDMILL CANYON DR	128.42
118-640-001	5171 KELLER RIDGE DR	191.88
118-640-002	5173 KELLER RIDGE DR	191.88
118-640-003	5175 KELLER RIDGE DR	191.88
118-640-004	5177 KELLER RIDGE DR	191.88
118-640-005	5179 KELLER RIDGE DR	191.88
118-640-006	5181 KELLER RIDGE DR	191.88
118-640-007	5183 KELLER RIDGE DR	191.88
118-640-008	5185 KELLER RIDGE DR	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-640-009	5187 KELLER RIDGE DR	191.88
118-640-010	5189 KELLER RIDGE DR	191.88
118-640-011	705 ACORN DR	191.88
118-640-012	707 ACORN DR	191.88
118-640-014	711 ACORN DR	191.88
118-640-015	713 ACORN DR	191.88
118-640-016	715 ACORN DR	191.88
118-640-017	717 ACORN DR	191.88
118-640-018	719 ACORN DR	191.88
118-640-019	721 ACORN DR	191.88
118-640-020	716 ACORN DR	191.88
118-640-022	901 DEER PL	191.88
118-640-024	905 DEER PL	191.88
118-640-025	904 DEER PL	191.88
118-640-026	902 DEER PL	191.88
118-640-027	5188 KELLER RIDGE DR	191.88
118-640-028	5186 KELLER RIDGE DR	191.88
118-640-029	5184 KELLER RIDGE DR	191.88
118-640-030	8001 KELOK WAY	191.88
118-640-031	8003 KELOK WAY	191.88
118-640-032	8005 KELOK WAY	191.88
118-640-033	8007 KELOK WAY	191.88
118-640-034	81 BEAR PL	191.88
118-640-035	83 BEAR PL	191.88
118-640-036	80 BEAR PL	191.88
118-640-037	8011 KELOK WAY	191.88
118-640-038	8010 KELOK WAY	191.88
118-640-039	8008 KELOK WAY	191.88
118-640-040	8006 KELOK WAY	191.88
118-640-041	8004 KELOK WAY	191.88
118-640-042	8002 KELOK WAY	191.88
118-640-043	8000 KELOK WAY	191.88
118-640-044	5174 KELLER RIDGE DR	191.88
118-640-046	903 DEER PL	191.88
118-640-047	714 ACORN DR	191.88
118-640-048	709 ACORN DR	191.88
118-650-001	5191 KELLER RIDGE DR	191.88
118-650-002	9001 ELK DR	191.88
118-650-003	9003 ELK DR	191.88
118-650-004	9005 ELK DR	191.88
118-650-005	701 ACORN DR	191.88
118-650-006	703 ACORN DR	191.88
118-650-007	908 DEER PL	191.88

City of Clayton
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APN	Situs Address	Levy
118-650-008	906 DEER PL	191.88
118-650-009	801 GRAY FOX PL	191.88
118-650-010	803 GRAY FOX PL	191.88
118-650-011	805 GRAY FOX PL	191.88
118-650-012	807 GRAY FOX PL	191.88
118-650-013	809 GRAY FOX PL	191.88
118-650-014	806 GRAY FOX PL	191.88
118-650-015	804 GRAY FOX PL	191.88
118-650-016	800 GRAY FOX PL	191.88
118-650-017	9007 ELK DR	191.88
118-650-018	9009 ELK DR	191.88
118-650-019	9011 ELK DR	191.88
118-650-020	9013 ELK DR	191.88
118-650-021	9008 ELK DR	191.88
118-650-022	9006 ELK DR	191.88
118-650-023	9004 ELK DR	191.88
118-650-024	9002 ELK DR	191.88
118-650-025	5193 KELLER RIDGE DR	191.88
118-650-026	5194 KELLER RIDGE DR	191.88
118-650-027	5192 KELLER RIDGE DR	191.88
118-650-028	5190 KELLER RIDGE DR	191.88
118-650-029	85 BEAR PL	191.88
118-650-030	84 BEAR PL	191.88
118-650-031	82 BEAR PL	191.88
118-660-001	4405 COYOTE CIR	89.62
118-660-002	4407 COYOTE CIR	89.62
118-660-003	4403 COYOTE CIR	89.62
118-660-004	4401 COYOTE CIR	89.62
118-660-006	4307 COYOTE CIR	89.62
118-660-007	4305 COYOTE CIR	89.62
118-660-008	4301 COYOTE CIR	89.62
118-660-009	4303 COYOTE CIR	89.62
118-660-013	4005 COYOTE CIR	89.62
118-660-014	4007 COYOTE CIR	89.62
118-660-015	4003 COYOTE CIR	89.62
118-660-016	4001 COYOTE CIR	89.62
118-660-019	3407 COYOTE CIR	89.62
118-660-020	3405 COYOTE CIR	89.62
118-660-021	3401 COYOTE CIR	89.62
118-660-022	3403 COYOTE CIR	89.62
118-660-024	3307 COYOTE CIR	89.62
118-660-025	3305 COYOTE CIR	89.62
118-660-026	3301 COYOTE CIR	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
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APN	Situs Address	Levy
118-660-027	3303 COYOTE CIR	89.62
118-660-029	3205 COYOTE CIR	89.62
118-660-030	3207 COYOTE CIR	89.62
118-660-031	3203 COYOTE CIR	89.62
118-660-032	3201 COYOTE CIR	89.62
118-660-036	2907 COYOTE CIR	89.62
118-660-037	2905 COYOTE CIR	89.62
118-660-038	2901 COYOTE CIR	89.62
118-660-039	2903 COYOTE CIR	89.62
118-660-047	4207 COYOTE CIR	89.62
118-660-048	4205 COYOTE CIR	89.62
118-660-049	4201 COYOTE CIR	89.62
118-660-050	4203 COYOTE CIR	89.62
118-660-052	4107 COYOTE CIR	89.62
118-660-053	4105 COYOTE CIR	89.62
118-660-054	4101 COYOTE CIR	89.62
118-660-055	4103 COYOTE CIR	89.62
118-660-057	3105 COYOTE CIR	89.62
118-660-058	3107 COYOTE CIR	89.62
118-660-059	3103 COYOTE CIR	89.62
118-660-060	3101 COYOTE CIR	89.62
118-660-062	3005 COYOTE CIR	89.62
118-660-063	3007 COYOTE CIR	89.62
118-660-064	3003 COYOTE CIR	89.62
118-660-065	3001 COYOTE CIR	89.62
118-660-067	3507 COYOTE CIR	89.62
118-660-068	3505 COYOTE CIR	89.62
118-660-069	3501 COYOTE CIR	89.62
118-660-070	3503 COYOTE CIR	89.62
118-660-071	3104 COYOTE CIR	89.62
118-660-072	3102 COYOTE CIR	89.62
118-660-073	3106 COYOTE CIR	89.62
118-660-074	3108 COYOTE CIR	89.62
118-660-075	3902 COYOTE CIR	89.62
118-660-076	3904 COYOTE CIR	89.62
118-660-077	3906 COYOTE CIR	89.62
118-660-078	3908 COYOTE CIR	89.62
118-660-079	4104 COYOTE CIR	89.62
118-660-080	4102 COYOTE CIR	89.62
118-660-081	4106 COYOTE CIR	89.62
118-660-082	4108 COYOTE CIR	89.62
118-670-001	8012 KELOK WAY	191.88
118-670-002	8014 KELOK WAY	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
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APN	Situs Address	Levy
118-670-003	8016 KELOK WAY	191.88
118-670-004	8018 KELOK WAY	191.88
118-670-005	8020 KELOK WAY	191.88
118-670-006	8022 KELOK WAY	191.88
118-670-007	8024 KELOK WAY	191.88
118-670-008	8026 KELOK WAY	191.88
118-670-009	8028 KELOK WAY	191.88
118-670-010	8030 KELOK WAY	191.88
118-670-011	8032 KELOK WAY	191.88
118-670-012	8034 KELOK WAY	191.88
118-670-013	8036 KELOK WAY	191.88
118-670-014	8038 KELOK WAY	191.88
118-670-015	8040 KELOK WAY	191.88
118-670-016	8042 KELOK WAY	191.88
118-670-017	8053 KELOK WAY	191.88
118-670-018	8051 KELOK WAY	191.88
118-670-019	8049 KELOK WAY	191.88
118-670-020	8047 KELOK WAY	191.88
118-670-021	8045 KELOK WAY	191.88
118-670-022	8043 KELOK WAY	191.88
118-670-023	8041 KELOK WAY	191.88
118-670-024	8039 KELOK WAY	191.88
118-670-025	8037 KELOK WAY	191.88
118-670-026	5229 KELLER RIDGE DR	191.88
118-670-027	5227 KELLER RIDGE DR	191.88
118-670-028	5225 KELLER RIDGE DR	191.88
118-670-029	5223 KELLER RIDGE DR	191.88
118-670-030	5222 KELLER RIDGE DR	191.88
118-670-031	5224 KELLER RIDGE DR	191.88
118-670-032	5226 KELLER RIDGE DR	191.88
118-670-033	5230 KELLER RIDGE DR	191.88
118-670-034	8027 KELOK WAY	191.88
118-670-035	8025 KELOK WAY	191.88
118-670-036	8023 KELOK WAY	191.88
118-670-037	8021 KELOK WAY	191.88
118-670-038	8019 KELOK WAY	191.88
118-670-039	8017 KELOK WAY	191.88
118-670-040	90 KELOK CT	191.88
118-670-041	92 KELOK CT	191.88
118-670-042	94 KELOK WAY	191.88
118-670-043	8015 KELOK WAY	191.88
118-670-044	8013 KELOK WAY	191.88
118-680-001	5221 KELLER RIDGE DR	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-680-002	5219 KELLER RIDGE DR	191.88
118-680-003	5217 KELLER RIDGE DR	191.88
118-680-004	5215 KELLER RIDGE DR	191.88
118-680-005	5213 KELLER RIDGE DR	191.88
118-680-006	5211 KELLER RIDGE DR	191.88
118-680-007	5209 KELLER RIDGE DR	191.88
118-680-008	5207 KELLER RIDGE DR	191.88
118-680-009	5205 KELLER RIDGE DR	191.88
118-680-010	5203 KELLER RIDGE DR	191.88
118-680-011	5201 KELLER RIDGE DR	191.88
118-680-012	5199 KELLER RIDGE DR	191.88
118-680-013	5197 KELLER RIDGE DR	191.88
118-680-014	5195 KELLER RIDGE DR	191.88
118-680-015	5198 KELLER RIDGE DR	191.88
118-680-016	5200 KELLER RIDGE DR	191.88
118-680-017	5202 KELLER RIDGE DR	191.88
118-680-018	5204 KELLER RIDGE DR	191.88
118-680-019	5206 KELLER RIDGE DR	191.88
118-680-020	5208 KELLER RIDGE DR	191.88
118-680-021	5210 KELLER RIDGE DR	191.88
118-680-022	5212 KELLER RIDGE DR	191.88
118-680-023	5214 KELLER RIDGE DR	191.88
118-680-024	5216 KELLER RIDGE DR	191.88
118-680-025	5218 KELLER RIDGE DR	191.88
118-680-026	5220 KELLER RIDGE DR	191.88
Totals:	1,358 Parcels	\$187,924.36

CITY OF CLAYTON

Fiscal Year 2021/22 Annual Report:

Community Facilities District No. 1990-1R

**2007 Special Tax Revenue Refunding Bonds
(Middle School)**

July 2021

CITY OF CLAYTON
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Clayton, California 94517
Phone – 925.673.7300
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Special Tax Administrator

NBS
Sara Mares, Client Services Director
Greg Davidson, Director
Kristin Harvey, Senior Consultant

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1. EXECUTIVE SUMMARY/SPECIAL ISSUES

1.1. General Information Summary

Maturity Date	2021/22 Levy	Parcel Count	Delinquency Rate ⁽¹⁾	Assessed Value ⁽²⁾	Outstanding Principal ⁽³⁾	Value to Outstanding Principal Ratio ⁽⁴⁾
9/2/2022	\$187,938.91	1,358	0.99%	\$892,972,209	\$470,000.00	1,899.94:1

⁽¹⁾ Delinquency Rate for Fiscal Year 2020/21.

⁽²⁾ The Assessed Value for all active parcels within the District as of January 1, 2021.

⁽³⁾ Outstanding principal of the local obligation bonds after the September 2, 2021 debt service has been paid.

⁽⁴⁾ Assessed Value as of January 1, 2021 of all active parcels, divided by the outstanding principal for the District after the September 2, 2022 debt service has been paid.

The Community Facilities District No. 1990-1 Special Tax Bonds were refunded in 1997 by the Clayton Financing Authority 1997 Special Tax Revenue Refunding Bonds. In 2007, the Clayton Financing Authority refunded the 1997 Special Tax Revenue Bonds with the issuance of the 2007 Special Tax Revenue Refunding Bonds (the “Bonds”).

All taxable parcels within the Community Facilities District No. 1990-1 (the “District”) are levied a Special Tax of 30.08% of their respective Maximum Special Tax Rate for Fiscal Year 2021/22. A credit in the amount of \$372,697.74 was applied to the Fiscal Year 2021/22 Special Tax Levy. This credit includes \$122,707.73 based on annual Debt Service cash flow between the 2007 Special Tax Revenue Refunding Bonds and CFD 1990-1R Local Obligation bonds and \$249,990.01 based on available Reserve funds.

The delinquency rate for the District was 0.99% for Fiscal Year 2020/21. With the City’s authorization, NBS sent reminder and demand letters to delinquent property owners. NBS recommends the City continue to take delinquency management action by sending letters to delinquent property owners in order to maintain a low delinquency rate.

2. FUND ANALYSIS

2.1. Fund Balances

Fund balances as of June 30, 2021 for the District are shown in the following table:

Fund Name	Fund Balance
Acquisition & Construction ⁽¹⁾	\$0.00
Reserve Fund ⁽¹⁾	249,990.01
Revenue Funds ⁽¹⁾	0.00
Special Tax Fund ^{(1) (2)}	67,946.84
Rebate Fund	0.00
City Held Funds	0
Bank of America ⁽³⁾	442,946.83
Total	\$760,883.68

⁽¹⁾ Funds are held by the Clayton Financing Authority.

⁽²⁾ The Special Tax Fund includes the Redemption Account, Redemption Account Refunding, Bond Reserve Account and Expense Account.

⁽³⁾ Per City of Clayton

2.2. Acquisition and Construction Fund Analysis

The Acquisition and Construction Fund is created upon formation of the District. All bond proceeds not associated with the financing and administrative costs of the bond issuance are deposited in this Fund to pay for the improvements to be constructed and/or acquired. Once the project has been completed, any remaining balance in the Fund must be treated in accordance with the Bond Indenture.

Some of the requirements of the Act are handled at the formation (bond issuance) of the District and others are handled through annual reports. This section of the report intends to comply with Section 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

- (a) The amount of funds collected and expended.
- (b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 53410.”

All money in the Acquisition and Construction Fund is used for payment of the acquisition and construction of the authorized facilities of the District. The improvements have been completed and there are no remaining amounts within the Acquisition and Construction Fund.

2.3. Reserve Fund

Moneys in the Reserve Fund shall be used by the Fiscal Agent solely for the purpose of paying the interest on or principal of or redemption premiums, if any on the bonds in the event there is insufficient money in the Redemption Account available for these purposes. In such case, the Reserve Fund is to be replenished up to the Reserve Requirement as soon as funds become available. Excess funds in the Reserve Fund shall be transferred to the Redemption Account for use in payment of Bond debt service.

The Reserve Fund was established at the time the original bonds were issued. As a result of the refunding, a Reserve Fund is held by the Clayton Financing Authority for the new issue of bonds.

The initial deposit to the Reserve Fund was \$251,982.51 for the Bonds. The remaining funds, in the amount of \$206,168.51, are secured by a Qualified Reserve Fund Credit instrument in a form of the surety bond issued by Ambac Assurance Corporation at the time of issuance of the Bonds.

The Reserve Requirement is defined as an amount equal to the least of: (i) 10% of the initial principal amount of the Bonds, (ii) maximum annual debt service on the outstanding Bonds, or (iii) 125% of the average annual debt service on the outstanding Bonds, provided that in no event shall the Reserve Requirement exceed \$458,150.02.

2.4. Revenue Fund

The Revenue Fund consists of the Interest Account and Principal Account. In accordance with the Bond Indenture, the trustee shall deposit all revenues received after the closing date (defined as June 7, 2007) to the Revenue Fund and shall apply amounts in the Revenue Fund as follows.

On each interest payment date and date for redemption of the Bonds, the trustee shall transfer from the Revenue Fund, and deposit into the following respective accounts for the Bonds, the following amounts in the following order of priority, the requirements of each such account (including the making up of delinquencies in any such account resulting from lack of revenue sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

- (a) Interest Account
- (b) Principal Account
- (c) Reserve Fund

On each interest payment date after making the transfers required above, upon receipt of a request of the Authority to do so, the trustee shall transfer from the Revenue Fund to the Rebate Fund for deposit in the accounts therein the amounts specified in such request.

On September 2 of each year, after making the deposits required above, the trustee shall transfer all amounts remaining on deposit in the Revenue Fund to the Surplus Fund.

2.5. Special Tax Fund

All money in the Special Tax Fund shall be set aside in the following respective accounts within the Special Tax Fund in the following order of priority, and all money in each of such accounts shall be applied, used and withdrawn only for the purposes authorized in the Fiscal Agent Agreement:

- (a) Redemption Account
- (b) Reserve Account
- (c) Expenses Account
- (d) Prepayment Account

2.6. Rebate Fund

The City has covenanted to comply with all of the requirements of Section 148 of the Internal Revenue Code (the “Code”) relating to the calculation and payment of any arbitrage rebate amount. Section 148 requires that with specific exceptions, any interest earnings in excess of the bond yield for each bond issue must be rebated to the IRS.

The following table shows the date of the most recent calculation, and the amount of liability (if any):

Most Recent Calculation as of Date	Liability
September 2, 2020	(\$64,641.61)

3. 2021/22 LEVY

3.1. Special Tax Spread

All taxable parcels within the District were levied a Special Tax of 30.08% of their respective Maximum Special Tax for Fiscal Year 2021/22.

Total Amount Levied	Maximum Special Tax	Percentage of Maximum
\$187,938.91	\$624,874.00	30.08%

All taxable parcels within the District were levied a Special Tax of 61.37% of their respective Maximum Special Tax for Fiscal Year 2020/21.

Total Amount Levied	Maximum Special Tax	Percentage of Maximum
\$383,465.20	\$624,874.00	61.37%

Parcel Levy Amounts by category of dollar amount

Fiscal Year		Series 1	Series 2	Series 3	Series 4	Series 5
2020/2021	Rate	\$182.86	\$225.22	\$262.04	\$391.52	\$455.66
	Parcel Count ⁽¹⁾	305	315	322	275	141
2021/2022	Rate	\$89.62	\$110.36	\$128.42	\$191.88	\$223.30
	Parcel Count ⁽¹⁾	305	315	322	275	141

(1) Parcel count per Rate

3.2. Annual Levy Components

Pursuant to the California Government Code, administrative expenses are identified by consultation with City staff to ensure that the District is self-supporting and is not being subsidized by the City's General Fund.

NBS assists the City with identifying and recovering the following general costs:

- Agency administrative costs. This includes the value of City staff time spent on the administration of the District, calculated by using a fully loaded salary rate that includes benefits and overhead costs. Any City expenses that have been incurred, such as copying and mailing expenses, are also recovered as part of this calculation.
- Trustee or Paying Agent costs. Includes the total of Trustee or Paying Agent charges to the City for the annual processing of payments to the bondholders, as well as registration and transfer functions that have been performed.
- County Auditor-Controller collection fees. Fees charged by the County Auditor-Controller to place the Special Tax installments on the tax roll each year are identified and recovered.

- Arbitrage Rebate calculation costs. Includes all fees and costs associated with the calculation of the District's arbitrage rebate amount in compliance with Internal Revenue Service Arbitrage Rebate Requirements.
- SEC-required disclosure costs. Administrative costs related to compliance with the Securities and Exchange Commission's requirements for continuing disclosure and dissemination of material events occurring within the District.
- Administration costs. Also fully recoverable are the costs incurred by NBS, as the special tax administrator, in the year-round administration of the District, which includes the preparation of the annual levy, ongoing reporting to the City, and the tracking of activity within the District such as Special Tax prepayments, installment payments and parcel changes.
- Delinquency Management charges. The cost of any delinquency management actions taken on behalf of parcels with delinquencies, including the mailing of reminder, demand and/or foreclosure letters, and the work associated with the initiation of judicial foreclosure as required by the bond covenants.
- Manual adjustments. If special circumstances are discovered, credits and/or charges are made as necessary to the annual Special Tax installment amount for the specific parcels affected by the situation.
- NBS analyzes the fund balances each year. Interest earnings and/or surplus funds that exist may be applied to the annual levy as a credit to reduce each parcel's annual installment. These balances must also be closely monitored to prevent violations of IRS arbitrage regulations.

3.3. Levy Summary

The table on the following page summarizes the components that make up the 2021/22 Levy for the District. Information from the 2020/21 Levy is also included for comparison purposes.

City of Clayton
Community Facilities District 1990-1R
Final Budget for Fiscal Year 2021/22

Category/Item	FY 2021/22	FY 2020/21	Increase / (Decrease)
Debt Service	\$500,564.10	\$492,787.12	\$7,776.98
Admin. Expenses	60,000.00	41,189.28	18,810.72
Miscellaneous	(372,639.74)	(150,511.20)	(222,128.54)
Grand Total:	\$187,924.36	\$383,465.20	(\$195,540.84)
Total Accounts:	1,358	1,358	0

4. DELINQUENCY MANAGEMENT

4.1. Delinquency Summary

The following table shows the Fiscal Year 2020/21 delinquency rate for the District:

Levy	Delinquencies	Delinquency Rate	Delinquency Management Steps Taken
\$383,465	\$38,308	0.99%	Reminder and Demand Letters sent

NBS monitors the delinquency rate and reviews the delinquency situation after each payment date. With the City's authorization, NBS sent reminder and demand letters to delinquent property owners.

Refer to Section 7 of this report for the Delinquency Detail Report for the District.

4.2. Foreclosure Covenant

The City has covenanted that it will initiate judicial foreclosure against parcels with Special Tax delinquencies. In today's environment of higher delinquency rates and greater bondholder scrutiny of City activities, any non-compliance with foreclosure covenants may expose the City to bondholder lawsuits.

NBS assists the City by providing a comprehensive delinquency management program including discussion of the issuer's foreclosure covenant, providing delinquency information from the County's redemption tapes, and coordinating with the City on the necessary steps required to implement a delinquency management policy. Once a policy is established, City compliance is easier to document and complaints from affected parcel owners can be minimized by showing the City's even-handed, unbiased covenant enforcement.

The foreclosure covenant is defined as follows:

The City has covenanted that it will review the public records of the county relating to the collection of the Special Tax annually on or before June 1 in order to determine the delinquencies within the District. If the Special Tax delinquency rate is greater than 5%, the City shall commence judicial foreclosure proceedings within 30 days. In addition, the City has covenanted to commence judicial foreclosure proceedings against any property owner with a combined delinquency of \$25,000 or more.

4.3. Teeter Plan Participation & County Revenue Apportionment Schedule

The District participates in the Contra Costa County Teeter Plan. Details of the apportionment of funds from the County to the City are provided below:

Date	Percentage Apportioned
12/15	55%
4/15	40%
6/25	5%

4.4. Delinquency Summary Report

The following pages summarize delinquencies for the 2020/21 and prior fiscal years.

City of Clayton
Delinquency Summary Report
As of: 05/28/2021

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD1990-1R - Community Facilities District 1990-1R									
08/01/1997 Billing:									
	12/10/1997	\$283,581.00	\$283,581.00	\$0.00	0.00%	1,256	1,256	0	0.00%
	04/10/1998	\$283,581.00	\$283,581.00	\$0.00	0.00%	1,256	1,256	0	0.00%
	Subtotal:	\$567,162.00	\$567,162.00	\$0.00	0.00%	2,512	2,512	0	0.00%
08/01/1998 Billing:									
	12/10/1998	\$299,009.88	\$299,009.88	\$0.00	0.00%	1,357	1,357	0	0.00%
	04/10/1999	\$299,009.88	\$299,009.88	\$0.00	0.00%	1,357	1,357	0	0.00%
	Subtotal:	\$598,019.76	\$598,019.76	\$0.00	0.00%	2,714	2,714	0	0.00%
08/01/1999 Billing:									
	12/10/1999	\$312,437.00	\$312,437.00	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2000	\$312,437.00	\$312,437.00	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$624,874.00	\$624,874.00	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2000 Billing:									
	12/10/2000	\$269,276.64	\$269,276.64	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2001	\$269,276.64	\$269,276.64	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$538,553.28	\$538,553.28	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2001 Billing:									
	12/10/2001	\$271,004.12	\$271,004.12	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2002	\$271,004.12	\$271,004.12	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$542,008.24	\$542,008.24	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2002 Billing:									
	12/10/2002	\$270,571.30	\$270,571.30	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2003	\$270,571.30	\$270,571.30	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$541,142.60	\$541,142.60	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2003 Billing:									
	12/10/2003	\$271,552.81	\$271,552.81	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2004	\$271,552.81	\$271,552.81	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$543,105.62	\$543,105.62	\$0.00	0.00%	2,716	2,716	0	0.00%

City of Clayton
Delinquency Summary Report
As of: 05/28/2021

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD1990-1R - Community Facilities District 1990-1R									
08/01/2004 Billing:									
	12/10/2004	\$269,663.04	\$269,663.04	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2005	\$269,663.04	\$269,663.04	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$539,326.08	\$539,326.08	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2005 Billing:									
	12/10/2005	\$270,437.60	\$270,437.60	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2006	\$270,437.60	\$270,437.60	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$540,875.20	\$540,875.20	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2006 Billing:									
	12/10/2006	\$270,519.66	\$270,519.66	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2007	\$270,519.66	\$270,519.66	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$541,039.32	\$541,039.32	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2007 Billing:									
	12/10/2007	\$254,356.75	\$254,356.75	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2008	\$254,356.75	\$254,356.75	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$508,713.50	\$508,713.50	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2008 Billing:									
	12/10/2008	\$272,919.45	\$272,919.45	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2009	\$272,919.45	\$272,919.45	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$545,838.90	\$545,838.90	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2009 Billing:									
	12/10/2009	\$277,213.42	\$277,213.42	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2010	\$277,213.42	\$277,213.42	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$554,426.84	\$554,426.84	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2010 Billing:									
	12/10/2010	\$274,092.57	\$274,092.57	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2011	\$274,092.57	\$274,092.57	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$548,185.14	\$548,185.14	\$0.00	0.00%	2,716	2,716	0	0.00%

City of Clayton
Delinquency Summary Report
As of: 05/28/2021

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD1990-1R - Community Facilities District 1990-1R									
08/01/2011 Billing:									
	12/10/2011	\$238,015.42	\$238,015.42	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2012	\$238,015.42	\$238,015.42	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$476,030.84	\$476,030.84	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2012 Billing:									
	12/10/2012	\$228,393.86	\$228,393.86	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2013	\$228,393.86	\$228,393.86	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$456,787.72	\$456,787.72	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2013 Billing:									
	12/10/2013	\$217,137.99	\$217,137.99	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2014	\$217,137.99	\$217,137.99	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$434,275.98	\$434,275.98	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2014 Billing:									
	12/10/2014	\$204,903.64	\$204,903.64	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2015	\$204,903.64	\$204,903.64	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$409,807.28	\$409,807.28	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2015 Billing:									
	12/10/2015	\$202,900.84	\$202,900.84	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2016	\$202,900.84	\$202,900.84	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$405,801.68	\$405,801.68	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2016 Billing:									
	12/10/2016	\$200,899.29	\$200,899.29	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2017	\$200,899.29	\$200,899.29	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$401,798.58	\$401,798.58	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2017 Billing:									
	12/10/2017	\$198,897.85	\$198,897.85	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2018	\$198,897.85	\$198,897.85	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$397,795.70	\$397,795.70	\$0.00	0.00%	2,716	2,716	0	0.00%

City of Clayton
Delinquency Summary Report
As of: 05/28/2021

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD1990-1R - Community Facilities District 1990-1R									
08/01/2018 Billing:									
	12/10/2018	\$196,896.77	\$196,896.77	\$0.00	0.00%	1,358	1,358	0	0.00%
	04/10/2019	\$196,896.77	\$196,896.77	\$0.00	0.00%	1,358	1,358	0	0.00%
	Subtotal:	\$393,793.54	\$393,793.54	\$0.00	0.00%	2,716	2,716	0	0.00%
08/01/2019 Billing:									
	12/10/2019	\$194,892.18	\$194,799.24	\$92.94	0.05%	1,358	1,357	1	0.07%
	04/10/2020	\$194,892.18	\$194,799.24	\$92.94	0.05%	1,358	1,357	1	0.07%
	Subtotal:	\$389,784.36	\$389,598.48	\$185.88	0.05%	2,716	2,714	2	0.07%
08/01/2020 Billing:									
	12/10/2020	\$191,732.60	\$191,117.87	\$614.73	0.32%	1,358	1,353	5	0.37%
	04/10/2021	\$191,732.60	\$188,538.90	\$3,193.70	1.67%	1,358	1,336	22	1.62%
	Subtotal:	\$383,465.20	\$379,656.77	\$3,808.43	0.99%	2,716	2,689	27	0.99%
CFD1990-1R	Total:	\$11,882,611.36	\$11,878,617.05	\$3,994.31	0.03%	64,978	64,949	29	0.04%
Agency Grand Total:		\$11,882,611.36	\$11,878,617.05	\$3,994.31	0.03%	64,978	64,949	29	0.04%

5. DEBT SERVICE SCHEDULE

The following pages show the scheduled debt service payments for the District, including the Revenue Bonds.

City of Clayton
Community Facilities District 1990-1R
Current Debt Service Schedule

Bonds Dated: 11/19/1997
Bonds Issued: \$6,400,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/02/1998		6.5030%	\$6,400,000.00	\$0.00	\$119,077.16	\$119,077.16	\$0.00	3.0000%	Paid
09/02/1998		6.5030	6,400,000.00	.00	208,096.00	208,096.00	327,173.16	3.0000	Paid
03/02/1999		6.5030	6,400,000.00	.00	208,096.00	208,096.00	.00	3.0000	Paid
09/02/1999		6.5030	6,400,000.00	199,000.00	208,096.00	407,096.00	615,192.00	3.0000	Paid
03/02/2000		6.5030	6,201,000.00	.00	201,625.52	201,625.52	.00	3.0000	Paid
09/02/2000		6.5030	6,201,000.00	217,000.00	201,625.52	418,625.52	620,251.04	3.0000	Paid
03/02/2001		6.5030	5,984,000.00	.00	194,569.76	194,569.76	.00	3.0000	Paid
09/02/2001		6.5030	5,984,000.00	130,000.00	194,569.76	324,569.76	519,139.52	3.0000	Paid
03/02/2002		6.5030	5,854,000.00	.00	190,342.81	190,342.81	.00	3.0000	Paid
09/02/2002		6.5030	5,854,000.00	141,000.00	190,342.81	331,342.81	521,685.62	3.0000	Paid
03/02/2003		6.5030	5,713,000.00	.00	185,758.20	185,758.20	.00	3.0000	Paid
09/02/2003		6.5030	5,713,000.00	148,000.00	185,758.20	333,758.20	519,516.40	3.0000	Paid
03/02/2004		6.5030	5,565,000.00	.00	180,945.98	180,945.98	.00	3.0000	Paid
09/02/2004		6.5030	5,565,000.00	159,000.00	180,945.98	339,945.98	520,891.96	3.0000	Paid
03/02/2005		6.5030	5,406,000.00	.00	175,776.09	175,776.09	.00	3.0000	Paid
09/02/2005		6.5030	5,406,000.00	165,000.00	175,776.09	340,776.09	516,552.18	3.0000	Paid
03/02/2006		6.5030	5,241,000.00	.00	170,411.12	170,411.12	.00	3.0000	Paid
09/02/2006		6.5030	5,241,000.00	176,000.00	170,411.12	346,411.12	516,822.24	3.0000	Paid
03/02/2007		6.5030	5,065,000.00	.00	164,688.48	164,688.48	.00	3.0000	Paid
09/02/2007		6.5030	5,065,000.00	187,000.00	164,688.48	351,688.48	516,376.96	3.0000	Paid
03/02/2008		6.5030	4,878,000.00	.00	158,608.17	158,608.17	.00	3.0000	Paid
09/02/2008		6.5030	4,878,000.00	203,000.00	158,608.17	361,608.17	520,216.34	2.0000	Paid
03/02/2009		6.5030	4,675,000.00	.00	152,007.63	152,007.63	.00	2.0000	Paid
09/02/2009		6.5030	4,675,000.00	214,000.00	152,007.63	366,007.63	518,015.26	1.0000	Paid
03/02/2010		6.5030	4,461,000.00	.00	145,049.42	145,049.42	.00	1.0000	Paid
09/02/2010		6.5030	4,461,000.00	230,000.00	145,049.42	375,049.42	520,098.84	0.0000	Paid
03/02/2011		6.5030	4,231,000.00	.00	137,570.97	137,570.97	.00	0.0000	Paid
09/02/2011		6.5030	4,231,000.00	241,000.00	137,570.97	378,570.97	.00	0.0000	Paid
09/02/2011		0.0000	3,990,000.00	190,000.00	.00	190,000.00	706,141.94	0.0000	Bond Call
03/02/2012		6.5030	3,800,000.00	.00	123,557.00	123,557.00	.00	0.0000	Paid
09/02/2012		6.5030	3,800,000.00	246,000.00	123,557.00	369,557.00	493,114.00	0.0000	Paid
03/02/2013		6.5030	3,554,000.00	.00	115,558.31	115,558.31	.00	0.0000	Paid
09/02/2013		6.5030	3,554,000.00	261,000.00	115,558.31	376,558.31	492,116.62	0.0000	Paid
03/02/2014		6.5030	3,293,000.00	.00	107,071.90	107,071.90	.00	0.0000	Paid
09/02/2014		6.5030	3,293,000.00	281,000.00	107,071.90	388,071.90	495,143.80	0.0000	Paid
03/02/2015		6.5030	3,012,000.00	.00	97,935.18	97,935.18	.00	0.0000	Paid
09/02/2015		6.5030	3,012,000.00	296,000.00	97,935.18	393,935.18	491,870.36	0.0000	Paid
03/02/2016		6.5030	2,716,000.00	.00	88,310.74	88,310.74	.00	0.0000	Paid
09/02/2016		6.5030	2,716,000.00	316,000.00	88,310.74	404,310.74	492,621.48	0.0000	Paid
03/02/2017		6.5030	2,400,000.00	.00	78,036.00	78,036.00	.00	0.0000	Paid
09/02/2017		6.5030	2,400,000.00	342,000.00	78,036.00	420,036.00	498,072.00	0.0000	Paid

City of Clayton
Community Facilities District 1990-1R
Current Debt Service Schedule

Bonds Dated: 11/19/1997
Bonds Issued: \$6,400,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/02/2018		6.5030	2,058,000.00	.00	66,915.87	66,915.87	.00	0.0000	Paid
09/02/2018		6.5030	2,058,000.00	362,000.00	66,915.87	428,915.87	495,831.74	0.0000	Paid
03/02/2019		6.5030	1,696,000.00	.00	55,145.44	55,145.44	.00	0.0000	Paid
09/02/2019		6.5030	1,696,000.00	383,000.00	55,145.44	438,145.44	493,290.88	0.0000	Paid
03/02/2020		6.5030	1,313,000.00	.00	42,692.20	42,692.20	.00	0.0000	Paid
09/02/2020		6.5030	1,313,000.00	409,000.00	42,692.20	451,692.20	494,384.40	0.0000	Paid
03/02/2021		6.5030	904,000.00	.00	29,393.56	29,393.56	.00	0.0000	Paid
09/02/2021		6.5030	904,000.00	434,000.00	29,393.56	463,393.56	492,787.12	0.0000	Unpaid
03/02/2022		6.5030	470,000.00	.00	15,282.05	15,282.05	.00	0.0000	Unpaid
09/02/2022		6.5030	470,000.00	470,000.00	15,282.05	485,282.05	500,564.10	0.0000	Unpaid
Grand Total:				\$6,400,000.00	\$6,497,869.96	\$12,897,869.96	\$12,897,869.96		

City of Clayton
CFA 2007 Special Tax Revenue Bonds
Current Debt Service Schedule

Bonds Dated: 06/07/2007
Bonds Issued: \$5,060,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/02/2008		3.5000%	\$5,060,000.00	\$0.00	\$141,064.65	\$141,064.65	\$0.00	0.0000%	Paid
09/02/2008	184065AU4	3.5000	5,060,000.00	295,000.00	95,817.50	390,817.50	531,882.15	0.0000	Paid
03/02/2009		3.5000	4,765,000.00	.00	90,655.00	90,655.00	.00	0.0000	Paid
09/02/2009	184065AV2	3.5000	4,765,000.00	265,000.00	90,655.00	355,655.00	446,310.00	0.0000	Paid
03/02/2010		3.5000	4,500,000.00	.00	86,017.50	86,017.50	.00	0.0000	Paid
09/02/2010	184065AW0	3.5000	4,500,000.00	275,000.00	86,017.50	361,017.50	447,035.00	0.0000	Paid
03/02/2011		3.5000	4,225,000.00	.00	81,205.00	81,205.00	.00	0.0000	Paid
09/02/2011	184065AX8	3.5000	4,225,000.00	285,000.00	81,205.00	366,205.00	.00	0.0000	Paid
09/02/2011		0.0000	3,940,000.00	190,000.00	.00	190,000.00	637,410.00	0.0000	Bond Call
03/02/2012		3.5000	3,750,000.00	.00	72,541.88	72,541.88	.00	0.0000	Paid
09/02/2012	184065AY6	3.5000	3,750,000.00	280,000.00	72,541.88	352,541.88	425,083.76	0.0000	Paid
03/02/2013		3.6000	3,470,000.00	.00	67,641.88	67,641.88	.00	0.0000	Paid
09/02/2013	184065AZ3	3.6000	3,470,000.00	285,000.00	67,641.88	352,641.88	420,283.76	0.0000	Paid
03/02/2014		3.6250	3,185,000.00	.00	62,511.88	62,511.88	.00	0.0000	Paid
09/02/2014	184065BA7	3.6250	3,185,000.00	305,000.00	62,511.88	367,511.88	430,023.76	0.0000	Paid
03/02/2015		3.7000	2,880,000.00	.00	56,983.75	56,983.75	.00	0.0000	Paid
09/02/2015	184065BB5	3.7000	2,880,000.00	315,000.00	56,983.75	371,983.75	428,967.50	0.0000	Paid
03/02/2016		3.7500	2,565,000.00	.00	51,156.25	51,156.25	.00	0.0000	Paid
09/02/2016	184065BC3	3.7500	2,565,000.00	325,000.00	51,156.25	376,156.25	427,312.50	0.0000	Paid
03/02/2017		4.0000	2,240,000.00	.00	45,062.50	45,062.50	.00	0.0000	Paid
09/02/2017	184065BF6	4.0000	2,240,000.00	340,000.00	45,062.50	385,062.50	430,125.00	0.0000	Paid
03/02/2018		4.0000	1,900,000.00	.00	38,262.50	38,262.50	.00	0.0000	Paid
09/02/2018	184065BF6	4.0000	1,900,000.00	350,000.00	38,262.50	388,262.50	426,525.00	0.0000	Paid
03/02/2019		4.0000	1,550,000.00	.00	31,262.50	31,262.50	.00	0.0000	Paid
09/02/2019	184065BF6	4.0000	1,550,000.00	360,000.00	31,262.50	391,262.50	422,525.00	0.0000	Paid
03/02/2020		4.0000	1,190,000.00	.00	24,062.50	24,062.50	.00	0.0000	Paid
09/02/2020	184065BG4	4.0000	1,190,000.00	375,000.00	24,062.50	399,062.50	423,125.00	0.0000	Paid
03/02/2021		4.0000	815,000.00	.00	16,562.50	16,562.50	.00	0.0000	Paid
09/02/2021	184065BH2	4.0000	815,000.00	395,000.00	16,562.50	411,562.50	428,125.00	0.0000	Unpaid
03/02/2022		4.1250	420,000.00	.00	8,662.50	8,662.50	.00	0.0000	Unpaid
09/02/2022	184065BJ8	4.1250	420,000.00	420,000.00	8,662.50	428,662.50	437,325.00	0.0000	Unpaid
Grand Total:				\$5,060,000.00	\$1,702,058.43	\$6,762,058.43	\$6,762,058.43		

6. RATE AND METHOD OF APPORTIONMENT

6.1. Special Tax Formula

A Special Tax shall be levied on and collected from each parcel in the District in each fiscal year commencing on July 1, 1991, in an amount determined by the City Council of the City of Clayton through the application of the appropriate Special Tax for Residences and Residential Land.

The Special Tax shall be levied upon those lots and parcels listed in Table 1 of the Rate and Method of Apportionment within Subdivision 6990 (filed of record on December 20, 1988, in Book 328 of Maps, at Page 21, in the Official Records of the Contra Costa County Recorder) included within the boundaries of the District.

The Special Tax shall be levied on Residences and Residential Land.

Residence means a residential dwelling, and the subdivided lot upon which it is constructed, for which a certificate of occupancy has been issued by the City.

Residential Land means those lots and parcels listed in Table 1 excepting (1) Residences and (2) any lands not zoned or designated by the City for the construction of a Residence.

Wherever it is stated that the City shall designate the number of Residences or the land on which Residences are to be constructed, such designation shall be made at the time a subdivision map is filed of record.

6.2. Residence Special Tax

The Special Tax will be levied against a Residence following the issuance of a certificate of occupancy. For each fiscal year (July 1 - June 30), the Special Tax on a Residence will be levied against each Residence for which a certificate of occupancy has been issued by July 15 of that year.

The Special Tax for a Residence on a parcel showing one residence under Estimated Number of Residences on Table 1 shall be the amount shown for that parcel under Maximum Special Tax on Table 1.

The Special Tax for Residences on parcels showing a number greater than one under Estimated Number of Residences on Table 1 of the Rate and Method of Apportionment shall be determined as follows: When a subdivision map for such parcel is filed of record, the Special Tax for Residences on such parcel shall be apportioned equally to each new lot and parcel created by the subdivision map based on the number of Residences to be constructed thereon as designated by the City; no Special Tax shall be apportioned to any lands not zoned or designated for the construction of a Residence. Upon any further re-subdivision of a parcel created by such subdivision map, a further apportionment shall be made in a manner consistent with the preceding apportionment rules.

6.3. Residential Land Special Tax

Beginning July 1, 1991, and ending when there is no Residential Land in the District, a Residential Land Special Tax may be annually levied on the Residential Land. The total Residential Land Special Tax so levied shall be one hundred percent (100%) of the annual debt service, on the bonds to be issued by the District,

for the following bond year (increased to one hundred five percent (105%) commencing July 1, 1997), less the total of the following amounts:

- The total Residence Special Taxes to be levied for that fiscal year.
- Interest earnings available from unspent bond proceeds during the pre-development and construction period of the school, to the extent such earnings may be legally used to pay interest on the bonds for the following bond year pursuant to the Mello-Roos Community Facilities District Act of 1982.
- Any other funds which the City determines are available to the District for payment of the debt service for the following bond year other than those funds which are designated for other purposes.

The total Residential Land Special Tax resulting from the above calculation, but not more than such total tax, shall be apportioned to the Residential Land as follows:

- a. The Maximum Residential Land Special Tax for each subdivided lot zoned or designated by the City for the construction of a Residence shall be equal to the Maximum Residence Special Tax which would be levied on the lot if it were a Residence.
- b. The balance of the total Residential Land Special Tax shall be levied against all other parcels of Residential Land based on the anticipated number of Residences to be constructed thereon as determined by the City.

The Special Taxes of the District will be collected in the same manner and at the same time as ad valorem property taxes.

7. BACKGROUND INFORMATION

7.1. Project Description

The District was formed for the following purposes:

- To pay a portion of the cost of construction of a middle school located within the jurisdiction of the Mt. Diablo School District.
- To acquire certain site preparation work on the ball and playing field property conveyed to the City.

As of June 30, 2009, construction improvements have been completed.

7.2. Resolution

The resolution authorizing the levy of the special tax is currently being considered by the City Council.

7.3. Boundary Map

The following page shows the boundaries of the District

PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 1990-1
OF THE CITY OF CLAYTON,
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

MAY 1990
TETRAD ENGINEERING
PACHECO, CA.

FILED IN THE OFFICE OF THE CITY CLERK THIS 1ST DAY OF MAY, 1990.

WILLIAM E. SCOTT
CITY CLERK - CITY OF CLAYTON

CITY CLERK STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1990-1 OF THE CITY OF CLAYTON, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CLAYTON AT A REGULAR MEETING THEREOF, HELD ON THE 1ST DAY OF MAY, 1990, BY ITS RESOLUTION NO. 18-90.

WILLIAM E. SCOTT
CITY CLERK - CITY OF CLAYTON

COUNTY CLERK STATEMENT

FILED THIS _____ DAY OF _____, 19____, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

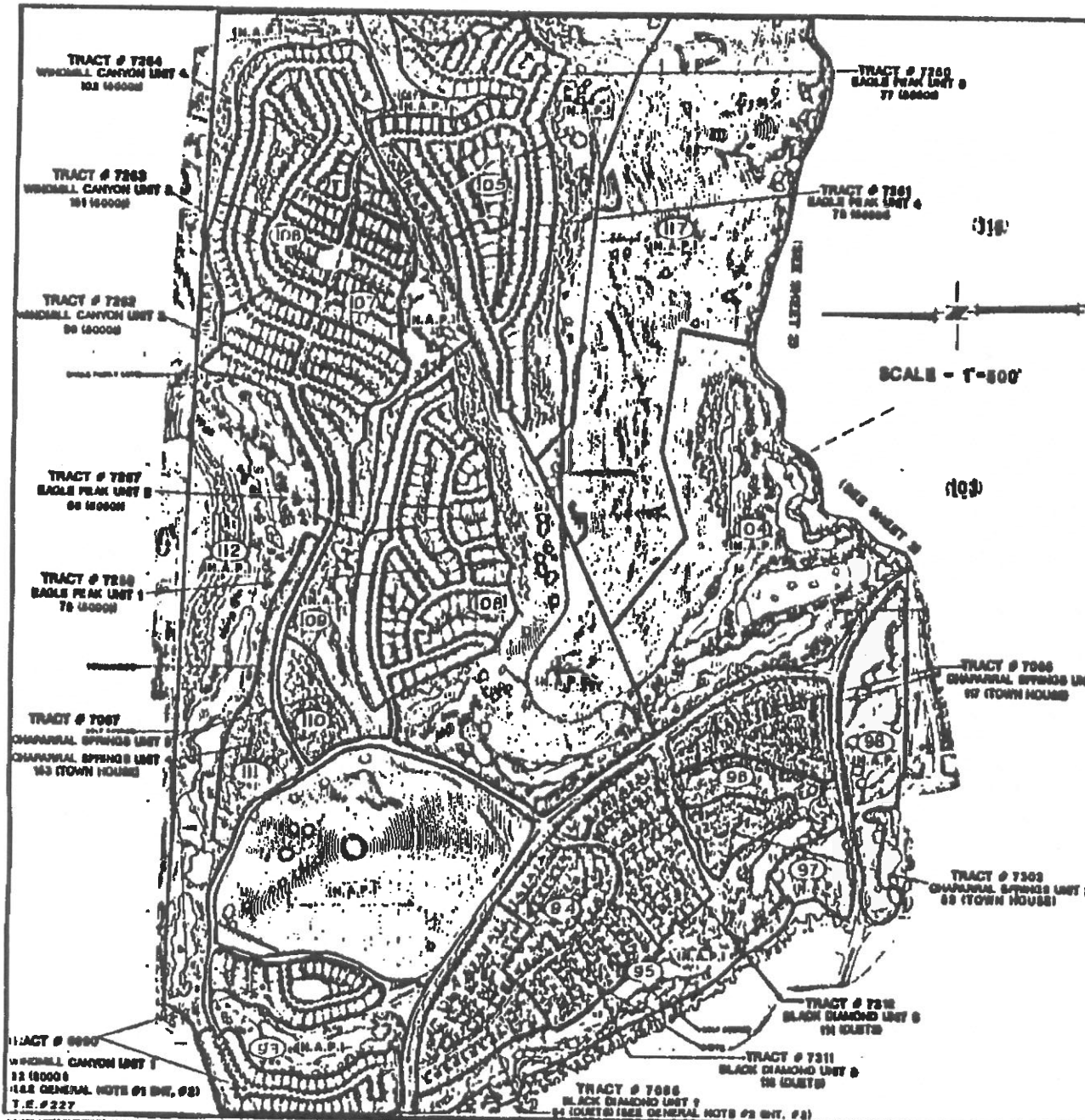
COUNTY RECORDER OF COUNTY OF CONTRA COSTA

LEGEND

(113) LOT NUMBER AS DESIGNATED ON TRACT 5998

(118) LOT NUMBER AS DESIGNATED ON TRACT 4998 BUT SUBSEQUENTLY REMAPPED

(N.A.P.) NOT A PART (PARCEL TO BE EXCLUDED FROM MELLO ROOS DISTRICT)



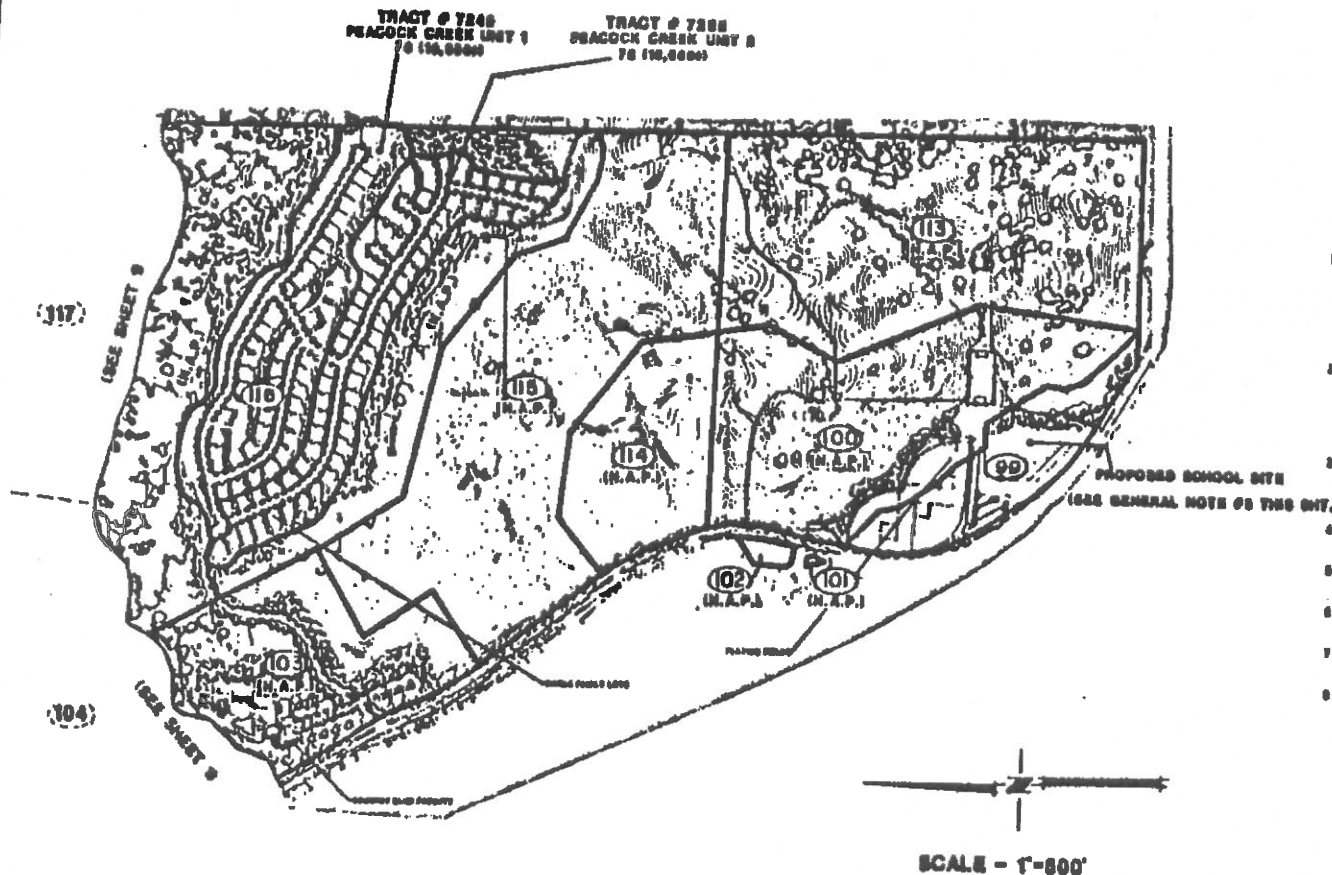
MAY 1990
TETRAD ENGINEERING,
PACHECO, CA.

1. THE FOLLOWING LOTS WITHIN WINDHILL CANYON UNIT 1 - TRACT 0000 ARE TO BE EXCLUDED FROM THE HELLO HOOS DISTRICT:
 - LOTS 1 THROUGH 47 INCLUSIVE
 - 48 THROUGH 52 INCLUSIVE
 - 63 THROUGH 66 INCLUSIVE
 - 71 THROUGH 84 INCLUSIVE
2. THE FOLLOWING LOTS WITHIN BLACK DIAMOND UNIT NO. 1 - TRACT 0000 ARE TO BE EXCLUDED FROM THE HELLO HOOS DISTRICT:
 - LOTS 31 THROUGH 38 INCLUSIVE
 - 39 THROUGH 40 INCLUSIVE
 - 75 THROUGH 106 INCLUSIVE
3. THE PROPOSED SCHOOL SITE WILL MOST LIKELY COMPRISE PORTIONS OF LOTS 90 AND 100 (TRACT 0000). A LOT LINE ADJUSTMENT OR PARCEL MAP WILL BE REQUIRED TO BE FILED TO CONSEQUENTLY PARCEL OUT THE ULTIMATE SCHOOL SITE PARCELS.
4. ALL OPEN SPACE PARCELS ARE TO BE EXCLUDED FROM THE HELLO HOOS DISTRICT.
5. ALL GOLF COURSE PARCELS ARE TO BE EXCLUDED FROM THE HELLO HOOS DISTRICT.
6. ALL CLUB HOUSE FACILITIES ARE TO BE EXCLUDED FROM THE HELLO HOOS DISTRICT.
7. THE TOWN CENTER IS TO BE EXCLUDED FROM THE HELLO HOOS DISTRICT.
8. THE FOLLOWING IS A TABULATION OF THE NUMBER OF UNITS TO PARTICIPATE IN THE HELLO HOOS DISTRICT.

TRACT NAME	TRACT NO.	NO. OF UNITS	UNIT TYPE
WINDMILL CANYON UNIT I	4999	33	6000 S LOTS
WINDMILL CANYON UNIT II	7163	89	6000 S LOTS
WINDMILL CANYON UNIT III	7163	101	6000 S LOTS
WINDMILL CANYON UNIT IV	7166	193	6000 S LOTS
EAGLE PEAK UNIT I	7366	70	6000 S LOTS
EAGLE PEAK UNIT II	7367	40	6000 S LOTS
EAGLE PEAK UNIT III	7368	77	6000 S LOTS
EAGLE PEAK UNIT IV	7368	76	6000 S LOTS
BLACK DIAMOND UNIT I	7668	34	DUETS
BLACK DIAMOND UNIT II	7315	110	DUETS
BLACK DIAMOND UNIT III	7313	114	DUETS
CHAPARRAL SPRINGS UNIT I	7668	117	TOWN HOUSES
CHAPARRAL SPRINGS UNIT II	7363	63	TOWN HOUSES
CHAPARRAL SPRINGS UNIT III	7667	163	TOWN HOUSES
CHAPARRAL SPRINGS UNIT IV	7667		
PEACOCK CREEK UNIT I	7369	75	10,000 S LOTS
PEACOCK CREEK UNIT II	7369	72	10,000 S LOTS
TOTALS		1361 UNITS	

TOTALS

1001 00170



SCALE - 1-800

⑪3 LOT NUMBER AS DESIGNATED ON TRACT 0000

116 LOT NUMBER AS DESIGNATED ON TRACT 4800 BUT
SUBSEQUENTLY REMAPPED

W.A.P.'S NOT A PART (PARTIAL TO BE EXCLUDED FROM KILLS BOOK DISTRICT)

8. DELINQUENCY DETAIL

The following pages detail delinquencies for the 2020/21 and prior fiscal years.

City of Clayton
Delinquency Detail Report
Late Charges Calculated Through: 05/26/2021

Account ID	Owner	Due Date	Amount	Penalties	Fees (1)	Total	Delinquency Mgmt (2)	Misc (3)
CFD1990-1R - Community Facilities District 1990-1R								
118-402-003	TEETERS JULIE D 1739 INDIAN WELLS WAY CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-402-008	MEJIA JOSE M & MARIA VICTORIA 1749 INDIAN WELLS WAY CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-410-090	MOYLAN JAMES F JR 1336 SHELL LN CLAYTON, CA 94517	12/10/2019 04/10/2020 12/10/2020 04/10/2021	92.94 92.94 91.43 91.43	24.63 24.63 9.14 9.14	0.00 0.00 0.00 0.00	117.57 117.57 100.57 100.57	RL,DL RL,DL DL	
		Account Subtotal:	\$368.74	\$67.54	\$0.00	\$436.28		
118-410-104	BILLO WILLIAM F & YVONNE R TRE 1368 SHELL LN CLAYTON, CA 94517	12/10/2020 04/10/2021	91.43 91.43	9.14 9.14	0.00 0.00	100.57 100.57		
		Account Subtotal:	\$182.86	\$18.28	\$0.00	\$201.14		
118-424-010	PHILLIPS LLOYD P & LATIKA K 401 WAWONA LN CLAYTON, CA 94517	04/10/2021	195.76	19.58	0.00	215.34		
		Account Subtotal:	\$195.76	\$19.58	\$0.00	\$215.34		
118-424-014	FASSIL ABEY TRE & TAKKELE HIYWOT 3042 MIWOK WAY CLAYTON, CA 94517	04/10/2021	195.76	19.58	0.00	215.34		
		Account Subtotal:	\$195.76	\$19.58	\$0.00	\$215.34		

(1) Fees: This amount excludes Delinquency Management fees that were or will be collected in a subsequent billing.

(2) Delinquency Management (DM): RL=Reminder Letter Sent; DL=Demand Letter Sent; SR=Tax Roll Removal Requested; SC=Tax Roll Removal Confirmed; FL=Foreclosure Letter Sent; OL=Other Letter Sent; FI=Judicial Foreclosure Initiated; CP=County Payment Plan; FH=Judicial Foreclosure on Hold/Special Case; FC=Foreclosure Complete; LIT=Litigation Guarantee; LGL=Legal Fees and Costs; O=Other Fees; SO=Tax Roll Removal County Fee; PP=Payment Plan.

(3) Miscellaneous Codes: DB=Direct Bill Sent; BK=Declared Bankruptcy; PM=Partial Payment made, remainder delinquent.

City of Clayton
Delinquency Detail Report
Late Charges Calculated Through: 05/26/2021

Account ID	Owner	Due Date	Amount	Penalties	Fees (1)	Total	Delinquency Mgmt (2)	Misc (3)
CFD1990-1R - Community Facilities District 1990-1R								
118-460-005	KHAN FAROOQ H 608 JLPUN LOOP CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-460-042	KAVANAUGH LAWRENCE JAMES 809 CHERT PL CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-460-069	MALTBIE JOAN C TRE 1725 INDIAN WELLS WAY CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-470-012	EISEMAN JENNIFER 1221 BUCKEYE TER CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-470-030	ZABEL IRENE L 1220 BUCKEYE TER CLAYTON, CA 94517	12/10/2020 04/10/2021	112.61 112.61	11.26 11.26	0.00 0.00	123.87 123.87		
		Account Subtotal:	\$225.22	\$22.52	\$0.00	\$247.74		
118-470-064	KIM BENITA M 1003 FEATHER CIR CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-470-118	AMARJARGAL RAGCHAA 1023 FEATHER CIR CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		

(1) Fees: This amount excludes Delinquency Management fees that were or will be collected in a subsequent billing.

(2) Delinquency Management (DM): RL=Reminder Letter Sent; DL=Demand Letter Sent; SR=Tax Roll Removal Requested; SC=Tax Roll Removal Confirmed; FL=Foreclosure Letter Sent; OL=Other Letter Sent; FI=Judicial Foreclosure Initiated; CP=County Payment Plan; FH=Judicial Foreclosure on Hold/Special Case; FC=Foreclosure Complete; LIT=Litigation Guarantee; LGL=Legal Fees and Costs; O=Other Fees; SO=Tax Roll Removal County Fee; PP=Payment Plan.

(3) Miscellaneous Codes: DB=Direct Bill Sent; BK=Declared Bankruptcy; PM=Partial Payment made, remainder delinquent.

City of Clayton
Delinquency Detail Report
Late Charges Calculated Through: 05/26/2021

Account ID	Owner	Due Date	Amount	Penalties	Fees (1)	Total	Delinquency Mgmt (2)	Misc (3)
CFD1990-1R - Community Facilities District 1990-1R								
118-490-007	AYALA RAYMUNDO 1032 PEBBLE BEACH DR CLAYTON, CA 94517	12/10/2020	227.83	22.78	0.00	250.61		
		04/10/2021	227.83	22.78	0.00	250.61		
	Account Subtotal:		\$455.66	\$45.56	\$0.00	\$501.22		
118-510-001	KENNEDY WILLIAM P TRE 1134 PEACOCK CREEK DR CLAYTON, CA 94517	04/10/2021	227.83	22.78	0.00	250.61		
		Account Subtotal:	\$227.83	\$22.78	\$0.00	\$250.61		
118-510-031	LALLY KENNETH & KIM 163 SILVERADO CT CLAYTON, CA 94517	04/10/2021	227.83	22.78	0.00	250.61		
		Account Subtotal:	\$227.83	\$22.78	\$0.00	\$250.61		
118-550-008	DAREZZO GREGORY T TRE 503 RAVEN PL CLAYTON, CA 94517	04/10/2021	131.02	13.10	0.00	144.12		
		Account Subtotal:	\$131.02	\$13.10	\$0.00	\$144.12		
118-570-031	GALLAGHER DAVID B & CORINNE L 64 ANTELOPE CT CLAYTON, CA 94517	04/10/2021	195.76	19.58	0.00	215.34		
		Account Subtotal:	\$195.76	\$19.58	\$0.00	\$215.34		
118-580-023	KENDALL SUSAN LOWE TRE 5035 KELLER RIDGE DR CLAYTON, CA 94517	04/10/2021	112.61	11.26	0.00	123.87		
		Account Subtotal:	\$112.61	\$11.26	\$0.00	\$123.87		
118-640-019	ELGAZZAR ANDREW JASON TRE 721 ACORN DR CLAYTON, CA 94517	04/10/2021	195.76	19.58	0.00	215.34		
		Account Subtotal:	\$195.76	\$19.58	\$0.00	\$215.34		

(1) Fees: This amount excludes Delinquency Management fees that were or will be collected in a subsequent billing.

(2) Delinquency Management (DM): RL=Reminder Letter Sent; DL=Demand Letter Sent; SR=Tax Roll Removal Requested; SC=Tax Roll Removal Confirmed; FL=Foreclosure Letter Sent; OL=Other Letter Sent; FI=Judicial Foreclosure Initiated; CP=County Payment Plan; FH=Judicial Foreclosure on Hold/Special Case; FC=Foreclosure Complete; LIT=Litigation Guarantee; LGL=Legal Fees and Costs; O=Other Fees; SO=Tax Roll Removal County Fee; PP=Payment Plan.

(3) Miscellaneous Codes: DB=Direct Bill Sent; BK=Declared Bankruptcy; PM=Partial Payment made, remainder delinquent.

City of Clayton
Delinquency Detail Report
Late Charges Calculated Through: 05/26/2021

Account ID	Owner	Due Date	Amount	Penalties	Fees (1)	Total	Delinquency Mgmt (2)	Misc (3)
CFD1990-1R - Community Facilities District 1990-1R								
118-660-032	JOFRE ANTONIO R TRE	12/10/2020	91.43	9.14	0.00	100.57		
	3201 COYOTE CIR	04/10/2021	91.43	9.14	0.00	100.57		
	CLAYTON, CA 94517							
	Account Subtotal:		\$182.86	\$18.28	\$0.00	\$201.14		
118-670-011	APRIL STEVEN K TRE	04/10/2021	195.76	19.58	0.00	215.34		
	8032 KELOK WAY							
	CLAYTON, CA 94517							
	Account Subtotal:		\$195.76	\$19.58	\$0.00	\$215.34		
District Totals:	22 Accounts		\$3,994.31	\$430.08	\$0.00	\$4,424.39		
Report Totals:	134 Accounts		\$18,819.50	\$4,375.44	\$0.00	\$23,194.94		

(1) Fees: This amount excludes Delinquency Management fees that were or will be collected in a subsequent billing.

(2) Delinquency Management (DM): RL=Reminder Letter Sent; DL=Demand Letter Sent; SR=Tax Roll Removal Requested; SC=Tax Roll Removal Confirmed; FL=Foreclosure Letter Sent; OL=Other Letter Sent; FI=Judicial Foreclosure Initiated; CP=County Payment Plan; FH=Judicial Foreclosure on Hold/Special Case; FC=Foreclosure Complete; LIT=Litigation Guarantee; LGL=Legal Fees and Costs; O=Other Fees; SO=Tax Roll Removal County Fee; PP=Payment Plan.

(3) Miscellaneous Codes: DB=Direct Bill Sent; BK=Declared Bankruptcy; PM=Partial Payment made, remainder delinquent.

9. 2021/22 SPECIAL TAX ROLL

The following pages provide the 2021/22 Special Tax Roll for the District.

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-382-015	1828 EAGLE PEAK AVE	\$128.42
118-382-016	1824 EAGLE PEAK AVE	128.42
118-382-017	1820 EAGLE PEAK AVE	128.42
118-382-018	1816 EAGLE PEAK AVE	128.42
118-382-019	1812 EAGLE PEAK AVE	128.42
118-382-020	1808 EAGLE PEAK AVE	128.42
118-382-021	1804 EAGLE PEAK AVE	128.42
118-382-022	1800 EAGLE PEAK AVE	128.42
118-391-018	136 JOSCOLO VIEW	128.42
118-391-024	160 JOSCOLO VIEW	128.42
118-392-001	1816 OHLONE HEIGHTS	128.42
118-392-002	1820 OHLONE HEIGHTS	128.42
118-392-003	1824 OHLONE HEIGHTS	128.42
118-392-004	1828 OHLONE HTS	128.42
118-392-005	1832 OHLONE HEIGHTS	128.42
118-392-006	1836 OHLONE HEIGHTS	128.42
118-392-007	1840 OHLONE HEIGHTS	128.42
118-392-012	129 JOSCOLO VIEW	128.42
118-392-014	135 JOSCOLO VIEW	128.42
118-392-015	139 JOSCOLO VIEW	128.42
118-392-016	145 JOSCOLO VIEW	128.42
118-401-001	1790 INDIAN WELLS WAY	110.36
118-401-002	1788 INDIAN WELLS WAY	110.36
118-401-003	1786 INDIAN WELLS WAY	110.36
118-401-004	1784 INDIAN WELLS WAY	110.36
118-401-005	1782 INDIAN WELLS WAY	110.36
118-401-006	1780 INDIAN WELLS WAY	110.36
118-401-007	1778 INDIAN WELLS WAY	110.36
118-401-008	1776 INDIAN WELLS WAY	110.36
118-401-009	1774 INDIAN WELLS WAY	110.36
118-401-010	1772 INDIAN WELLS WAY	110.36
118-401-019	40 TULE CT	110.36
118-401-029	400 CHUPCAN PL	110.36
118-401-030	402 CHUPCAN PL	110.36
118-401-031	404 CHUPCAN PL	110.36
118-401-032	406 CHUPCAN PL	110.36
118-401-033	408 CHUPCAN PL	110.36
118-401-034	410 CHUPCAN PL	110.36
118-401-035	417 CHUPCAN PL	110.36
118-401-036	415 CHUPCAN PL	110.36
118-401-037	411 CHUPCAN PL	110.36
118-401-038	409 CHUPCAN PL	110.36
118-401-039	407 CHUPCAN PL	110.36

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-401-040	405 CHUPCAN PL	110.36
118-401-041	403 CHUPCAN PL	110.36
118-401-042	401 CHUPCAN PL	110.36
118-402-001	1735 INDIAN WELLS WAY	110.36
118-402-002	1737 INDIAN WELLS WAY	110.36
118-402-003	1739 INDIAN WELLS WAY	110.36
118-402-004	1741 INDIAN WELLS WAY	110.36
118-402-005	1743 INDIAN WELLS WAY	110.36
118-402-006	1745 INDIAN WELLS WAY	110.36
118-402-007	1747 INDIAN WELLS WAY	110.36
118-402-008	1749 INDIAN WELLS WAY	110.36
118-402-009	310 SACLAN TERRACE PL	110.36
118-402-010	320 SACLAN TERRACE PL	110.36
118-402-011	326 SACLAN TERRACE PL	110.36
118-402-012	328 SACLAN TERRACE PL	110.36
118-402-013	330 SACLAN TERRACE PL	110.36
118-402-014	332 SACLAN TERRACE PL	110.36
118-402-015	334 SACLAN TERRACE PL	110.36
118-402-016	336 SACLAN TERRACE PL	110.36
118-402-017	338 SACLAN TERRACE PL	110.36
118-402-018	340 SACLAN TERRACE PL	110.36
118-402-019	341 SACLAN TERRACE PL	110.36
118-402-020	339 SACLAN TERRACE PL	110.36
118-402-021	337 SACLAN TERRACE PL	110.36
118-402-022	335 SACLAN TERRACE PL	110.36
118-402-023	333 SACLAN TERRACE PL	110.36
118-402-024	331 SACLAN TERRACE PL	110.36
118-402-025	329 SACLAN TERRACE PL	110.36
118-402-026	327 SACLAN TERRACE PL	110.36
118-402-027	325 SACLAN TERRACE PL	110.36
118-402-028	323 SACLAN TERRACE PL	110.36
118-402-029	321 SACLAN TERRACE PL	110.36
118-410-001	1399 SHELL LN	89.62
118-410-002	1397 SHELL LN	89.62
118-410-003	1389 SHELL LN	89.62
118-410-004	1387 SHELL LN	89.62
118-410-005	1385 SHELL LN	89.62
118-410-006	1383 SHELL LN	89.62
118-410-007	1381 SHELL LN	89.62
118-410-008	1379 SHELL LN	89.62
118-410-009	1377 SHELL LN	89.62
118-410-010	1375 SHELL LN	89.62
118-410-011	1373 SHELL LN	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-410-012	1371 SHELL LN	89.62
118-410-013	1369 SHELL LN	89.62
118-410-014	1367 SHELL LN	89.62
118-410-015	1365 SHELL LN	89.62
118-410-016	1363 SHELL LN	89.62
118-410-017	1361 SHELL LN	89.62
118-410-018	1359 SHELL LN	89.62
118-410-019	1357 SHELL LN	89.62
118-410-020	1355 SHELL LN	89.62
118-410-021	1353 SHELL LN	89.62
118-410-022	1351 SHELL LN	89.62
118-410-023	1349 SHELL LN	89.62
118-410-024	1347 SHELL LN	89.62
118-410-025	1345 SHELL LN	89.62
118-410-026	1343 SHELL LN	89.62
118-410-027	1341 SHELL LN	89.62
118-410-028	1339 SHELL LN	89.62
118-410-029	1337 SHELL LN	89.62
118-410-030	1335 SHELL LN	89.62
118-410-031	1333 SHELL LN	89.62
118-410-032	1331 SHELL LN	89.62
118-410-033	1329 SHELL LN	89.62
118-410-034	1327 SHELL LN	89.62
118-410-035	1199 SHELL LN	89.62
118-410-037	1195 SHELL LN	89.62
118-410-038	1193 SHELL LN	89.62
118-410-039	1191 SHELL LN	89.62
118-410-040	1189 SHELL LN	89.62
118-410-041	1187 SHELL LN	89.62
118-410-042	1185 SHELL LN	89.62
118-410-043	1183 SHELL LN	89.62
118-410-044	1181 SHELL LN	89.62
118-410-045	1179 SHELL LN	89.62
118-410-046	1177 SHELL LN	89.62
118-410-047	1175 SHELL LN	89.62
118-410-048	1173 SHELL LN	89.62
118-410-049	1171 SHELL LN	89.62
118-410-050	1169 SHELL LN	89.62
118-410-051	1167 SHELL LN	89.62
118-410-052	1267 SHELL CIR	89.62
118-410-053	1265 SHELL CIR	89.62
118-410-054	1263 SHELL CIR	89.62
118-410-055	1261 SHELL CIR	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-410-056	1259 SHELL CIR	89.62
118-410-057	1254 SHELL CIR	89.62
118-410-058	1256 SHELL CIR	89.62
118-410-059	1258 SHELL CIR	89.62
118-410-060	1260 SHELL CIR	89.62
118-410-061	1262 SHELL CIR	89.62
118-410-062	1264 SHELL CIR	89.62
118-410-063	1266 SHELL CIR	89.62
118-410-064	1268 SHELL CIR	89.62
118-410-065	1270 SHELL CIR	89.62
118-410-066	1272 SHELL CIR	89.62
118-410-067	1274 SHELL CIR	89.62
118-410-068	1276 SHELL CIR	89.62
118-410-069	1278 SHELL CIR	89.62
118-410-070	1280 SHELL CIR	89.62
118-410-071	1282 SHELL CIR	89.62
118-410-072	1284 SHELL CIR	89.62
118-410-073	1286 SHELL CIR	89.62
118-410-074	1288 SHELL CIR	89.62
118-410-075	1290 SHELL CIR	89.62
118-410-076	1292 SHELL CIR	89.62
118-410-077	1294 SHELL CIR	89.62
118-410-078	1296 SHELL CIR	89.62
118-410-079	1298 SHELL CIR	89.62
118-410-080	1269 SHELL CIR	89.62
118-410-081	1271 SHELL CIR	89.62
118-410-082	1273 SHELL CIR	89.62
118-410-083	1275 SHELL CIR	89.62
118-410-084	1332 SHELL LN	89.62
118-410-085	1330 SHELL LN	89.62
118-410-086	1328 SHELL LN	89.62
118-410-087	1326 SHELL LN	89.62
118-410-088	1340 SHELL LN	89.62
118-410-089	1338 SHELL LN	89.62
118-410-090	1336 SHELL LN	89.62
118-410-091	1334 SHELL LN	89.62
118-410-092	1277 SHELL CIR	89.62
118-410-093	1279 SHELL CIR	89.62
118-410-094	1281 SHELL CIR	89.62
118-410-095	1283 SHELL CIR	89.62
118-410-096	1285 SHELL CIR	89.62
118-410-097	1287 SHELL CIR	89.62
118-410-098	1289 SHELL CIR	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-410-099	1291 SHELL CIR	89.62
118-410-100	1293 SHELL CIR	89.62
118-410-101	1295 SHELL CIR	89.62
118-410-102	1297 SHELL CIR	89.62
118-410-103	1299 SHELL CIR	89.62
118-410-104	1368 SHELL LN	89.62
118-410-105	1370 SHELL LN	89.62
118-410-106	1372 SHELL LN	89.62
118-410-107	1374 SHELL LN	89.62
118-410-108	1376 SHELL LN	89.62
118-410-109	1378 SHELL LN	89.62
118-410-110	1380 SHELL LN	89.62
118-410-111	1382 SHELL LN	89.62
118-410-112	1388 SHELL LN	89.62
118-410-113	1390 SHELL LN	89.62
118-410-114	1392 SHELL LN	89.62
118-410-115	1394 SHELL LN	89.62
118-410-116	1396 SHELL LN	89.62
118-410-117	1398 SHELL LN	89.62
118-410-120	1197 SHELL LN	89.62
118-421-001	304 AHWANEE LN	191.88
118-421-002	308 AHWANEE LN	191.88
118-421-003	312 AHWANEE LN	191.88
118-422-001	451 OBSIDIAN WAY	191.88
118-422-002	350 BLUE OAK LN	191.88
118-422-003	352 BLUE OAK LN	191.88
118-422-004	354 BLUE OAK LN	191.88
118-422-005	356 BLUE OAK LN	191.88
118-422-006	358 BLUE OAK LN	191.88
118-422-007	360 BLUE OAK LN	191.88
118-423-001	361 BLUE OAK LN	191.88
118-423-002	3057 MIWOK WAY	191.88
118-423-003	3055 MIWOK WAY	191.88
118-423-004	3053 MIWOK WAY	191.88
118-423-005	3051 MIWOK WAY	191.88
118-423-006	3049 MIWOK WAY	191.88
118-423-007	3047 MIWOK WAY	191.88
118-423-008	3045 MIWOK WAY	191.88
118-423-009	3043 MIWOK WAY	191.88
118-423-010	3041 MIWOK WAY	191.88
118-423-011	3039 MIWOK WAY	191.88
118-423-012	3037 MIWOK WAY	191.88
118-423-013	3035 MIWOK WAY	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-423-014	3033 MIWOK WAY	191.88
118-423-015	3031 MIWOK WAY	191.88
118-424-001	359 BLUE OAK LN	191.88
118-424-002	357 BLUE OAK LN	191.88
118-424-003	355 BLUE OAK LN	191.88
118-424-004	353 BLUE OAK LN	191.88
118-424-005	351 BLUE OAK LN	191.88
118-424-006	409 WAWONA LN	191.88
118-424-007	407 WAWONA LN	191.88
118-424-008	405 WAWONA LN	191.88
118-424-009	403 WAWONA LN	191.88
118-424-010	401 WAWONA LN	191.88
118-424-011	3034 MIWOK WAY	191.88
118-424-012	3038 MIWOK WAY	191.88
118-424-013	3040 MIWOK WAY	191.88
118-424-014	3042 MIWOK WAY	191.88
118-424-015	3046 MIWOK WAY	191.88
118-424-016	3048 MIWOK WAY	191.88
118-424-017	3050 MIWOK WAY	191.88
118-424-018	3052 MIWOK WAY	191.88
118-424-019	3054 MIWOK WAY	191.88
118-431-001	316 AHWANEE CT	191.88
118-431-002	320 AHWANEE CT	191.88
118-431-003	324 AHWANEE CT	191.88
118-431-004	328 AHWANEE CT	191.88
118-431-005	332 AHWANEE CT	191.88
118-432-002	333 AHWANEE LN	191.88
118-432-003	329 AHWANEE LN	191.88
118-432-004	325 AHWANEE LN	191.88
118-432-005	321 AHWANEE CT	191.88
118-432-006	317 AHWANEE CT	191.88
118-432-007	400 WAWONA LN	191.88
118-432-008	402 WAWONA LN	191.88
118-432-009	404 WAWONA LN	191.88
118-432-010	406 WAWONA LN	191.88
118-432-011	408 WAWONA LN	191.88
118-432-012	410 WAWONA LN	191.88
118-432-013	412 WAWONA LN	191.88
118-432-014	414 WAWONA LN	191.88
118-432-015	416 WAWONA CT	191.88
118-432-016	418 WAWONA LN	191.88
118-432-017	420 WAWONA CT	191.88
118-432-019	337 AHWANEE CT	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-432-020	422 WAWONA LN	191.88
118-433-002	419 WAWONA LN	191.88
118-433-003	417 WAWONA CT	191.88
118-433-004	421 WAWONA CT	191.88
118-441-001	5101 KELLER RIDGE DR	128.42
118-441-002	5103 KELLER RIDGE DR	128.42
118-441-003	5105 KELLER RIDGE DR	128.42
118-441-004	5107 KELLER RIDGE DR	128.42
118-441-005	5109 KELLER RIDGE DR	128.42
118-441-007	5113 KELLER RIDGE DR	128.42
118-441-008	5115 KELLER RIDGE DR	128.42
118-441-009	5117 KELLER RIDGE DR	128.42
118-441-010	5119 KELLER RIDGE DR	128.42
118-441-011	5121 KELLER RIDGE DR	128.42
118-441-012	5123 KELLER RIDGE DR	128.42
118-441-013	5125 KELLER RIDGE DR	128.42
118-441-014	5127 KELLER RIDGE DR	128.42
118-441-015	5129 KELLER RIDGE DR	128.42
118-441-016	5131 KELLER RIDGE DR	128.42
118-441-017	101 CROW PL	128.42
118-441-018	103 CROW PL	128.42
118-441-019	105 CROW PL	128.42
118-441-020	107 CROW PL	128.42
118-441-021	109 CROW PL	128.42
118-441-022	111 CROW PL	128.42
118-441-023	113 CROW PL	128.42
118-441-024	115 CROW PL	128.42
118-441-025	117 CROW PL	128.42
118-441-026	119 CROW PL	128.42
118-442-001	118 CROW PL	128.42
118-442-002	116 CROW PL	128.42
118-442-003	114 CROW PL	128.42
118-442-004	112 CROW PL	128.42
118-442-005	110 CROW PL	128.42
118-442-006	108 CROW PL	128.42
118-442-007	106 CROW PL	128.42
118-442-008	104 CROW PL	128.42
118-442-009	102 CROW PL	128.42
118-442-010	3009 WINDMILL CANYON DR	128.42
118-442-011	3011 WINDMILL CANYON DR	128.42
118-442-012	3013 WINDMILL CANYON DR	128.42
118-442-013	3015 WINDMILL CANYON DR	128.42
118-442-014	3017 WINDMILL CANYON DR	128.42

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-442-015	3019 WINDMILL CANYON DR	128.42
118-442-016	3021 WINDMILL CANYON DR	128.42
118-442-017	3023 WINDMILL CANYON DR	128.42
118-443-001	3022 WINDMILL CANYON DR	128.42
118-443-002	3020 WINDMILL CANYON DR	128.42
118-443-003	3018 WINDMILL CANYON DR	128.42
118-443-004	3016 WINDMILL CANYON DR	128.42
118-443-005	3014 WINDMILL CANYON DR	128.42
118-443-006	3012 WINDMILL CANYON DR	128.42
118-443-007	3010 WINDMILL CANYON DR	128.42
118-451-001	301 WINDMILL CANYON PL	128.42
118-451-002	303 WINDMILL CANYON PL	128.42
118-451-003	305 WINDMILL CANYON PL	128.42
118-451-004	307 WINDMILL CANYON PL	128.42
118-451-005	309 WINDMILL CANYON PL	128.42
118-451-006	311 WINDMILL CANYON PL	128.42
118-451-007	313 WINDMILL CANYON PL	128.42
118-451-008	315 WINDMILL CANYON PL	128.42
118-451-009	317 WINDMILL CANYON PL	128.42
118-451-010	319 WINDMILL CANYON PL	128.42
118-451-011	321 WINDMILL CANYON PL	128.42
118-452-001	322 WINDMILL CANYON PL	128.42
118-452-002	320 WINDMILL CANYON PL	128.42
118-452-003	318 WINDMILL CANYON PL	128.42
118-452-004	316 WINDMILL CANYON PL	128.42
118-452-005	314 WINDMILL CANYON PL	128.42
118-452-006	312 WINDMILL CANYON PL	128.42
118-452-007	310 WINDMILL CANYON PL	128.42
118-452-008	308 WINDMILL CANYON PL	128.42
118-452-009	306 WINDMILL CANYON PL	128.42
118-452-010	304 WINDMILL CANYON PL	128.42
118-452-011	302 WINDMILL CANYON PL	128.42
118-452-012	201 FALCON PL	128.42
118-452-013	203 FALCON PL	128.42
118-452-014	205 FALCON PL	128.42
118-452-015	207 FALCON PL	128.42
118-452-016	209 FALCON PL	128.42
118-452-017	211 FALCON PL	128.42
118-452-018	213 FALCON PL	128.42
118-452-019	215 FALCON PL	128.42
118-452-020	216 FALCON PL	128.42
118-452-021	214 FALCON PL	128.42
118-452-022	212 FALCON PL	128.42

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
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APN	Situs Address	Levy
118-452-023	210 FALCON PL	128.42
118-452-024	208 FALCON PL	128.42
118-452-025	206 FALCON PL	128.42
118-452-026	204 FALCON PL	128.42
118-452-027	202 FALCON PL	128.42
118-452-028	5126 KELLER RIDGE DR	128.42
118-452-029	5122 KELLER RIDGE DR	128.42
118-452-030	5120 KELLER RIDGE DR	128.42
118-452-031	5118 KELLER RIDGE DR	128.42
118-452-032	5116 KELLER RIDGE DR	128.42
118-452-033	5114 KELLER RIDGE DR	128.42
118-452-034	5112 KELLER RIDGE DR	128.42
118-452-035	5110 KELLER RIDGE DR	128.42
118-452-036	5108 KELLER RIDGE DR	128.42
118-452-037	5106 KELLER RIDGE DR	128.42
118-452-038	5102 KELLER RIDGE DR	128.42
118-460-001	600 JLPUN LOOP	110.36
118-460-002	602 JLPUN LOOP	110.36
118-460-003	604 JLPUN LOOP	110.36
118-460-004	606 JLPUN LOOP	110.36
118-460-005	608 JLPUN LOOP	110.36
118-460-006	610 JLPUN LOOP	110.36
118-460-007	612 JLPUN LOOP	110.36
118-460-008	614 JLPUN LOOP	110.36
118-460-009	616 JLPUN LOOP	110.36
118-460-010	618 JLPUN LOOP	110.36
118-460-011	620 JLPUN LOOP	110.36
118-460-012	622 JLPUN LOOP	110.36
118-460-013	615 JLPUN LOOP	110.36
118-460-014	609 JLPUN LOOP	110.36
118-460-015	605 JLPUN LOOP	110.36
118-460-016	601 JLPUN LOOP	110.36
118-460-017	637 JLPUN LOOP	110.36
118-460-018	633 JLPUN LOOP	110.36
118-460-019	629 JLPUN LOOP	110.36
118-460-020	625 JLPUN LOOP	110.36
118-460-021	624 JLPUN LOOP	110.36
118-460-022	626 JLPUN LOOP	110.36
118-460-023	628 JLPUN LOOP	110.36
118-460-024	630 JLPUN LOOP	110.36
118-460-025	632 JLPUN LOOP	110.36
118-460-026	634 JLPUN LOOP	110.36
118-460-027	636 JLPUN LOOP	110.36

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APN	Situs Address	Levy
118-460-028	638 JLPUN LOOP	110.36
118-460-029	800 CHERT PL	110.36
118-460-030	802 CHERT PL	110.36
118-460-031	804 CHERT PL	110.36
118-460-032	806 CHERT PL	110.36
118-460-033	808 CHERT PL	110.36
118-460-034	810 CHERT PL	110.36
118-460-035	812 CHERT PL	110.36
118-460-036	814 CHERT PL	110.36
118-460-037	819 CHERT PL	110.36
118-460-038	817 CHERT PL	110.36
118-460-039	815 CHERT PL	110.36
118-460-040	813 CHERT PL	110.36
118-460-041	811 CHERT PL	110.36
118-460-042	809 CHERT PL	110.36
118-460-043	807 CHERT PL	110.36
118-460-044	805 CHERT PL	110.36
118-460-045	803 CHERT PL	110.36
118-460-046	801 CHERT PL	110.36
118-460-047	51 KARKIN PL	110.36
118-460-048	53 KARKIN PL	110.36
118-460-049	55 KARKIN PL	110.36
118-460-050	57 KARKIN PL	110.36
118-460-051	56 KARKIN PL	110.36
118-460-052	54 KARKIN PL	110.36
118-460-053	52 KARKIN PL	110.36
118-460-054	1733 INDIAN WELLS WAY	110.36
118-460-055	501 SUISUN CT	110.36
118-460-056	503 SUISUN CT	110.36
118-460-057	505 SUISUN CT	110.36
118-460-058	507 SUISUN CT	110.36
118-460-059	509 SUISUN CT	110.36
118-460-060	511 SUISUN CT	110.36
118-460-061	510 SUISUN CT	110.36
118-460-062	508 SUISUN CT	110.36
118-460-063	506 SUISUN CT	110.36
118-460-064	504 SUISUN CT	110.36
118-460-065	502 SUISUN CT	110.36
118-460-066	1731 INDIAN WELLS WAY	110.36
118-460-067	1729 INDIAN WELLS WAY	110.36
118-460-068	1727 INDIAN WELLS WAY	110.36
118-460-069	1725 INDIAN WELLS WAY	110.36
118-460-070	1723 INDIAN WELLS WAY	110.36

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APN	Situs Address	Levy
118-460-071	1721 INDIAN WELLS WAY	110.36
118-460-072	1719 INDIAN WELLS WAY	110.36
118-460-073	722 ANIZUMNE CT	110.36
118-460-074	720 ANIZUMNE CT	110.36
118-460-075	718 ANIZUMNE CT	110.36
118-460-076	716 ANIZUMNE CT	110.36
118-460-077	714 ANIZUMNE CT	110.36
118-460-078	712 ANIZUMNE CT	110.36
118-460-079	710 ANIZUMNE CT	110.36
118-460-080	708 ANIZUMNE CT	110.36
118-460-081	706 ANIZUMNE CT	110.36
118-460-082	704 ANIZUMNE CT	110.36
118-460-083	702 ANIZUMNE CT	110.36
118-460-084	700 ANIZUMNE CT	110.36
118-460-085	1717 INDIAN WELLS WAY	110.36
118-460-086	1715 INDIAN WELLS WAY	110.36
118-460-087	1713 INDIAN WELLS WAY	110.36
118-460-088	1711 INDIAN WELLS WAY	110.36
118-460-089	901 ARROWHEAD TER	110.36
118-460-090	903 ARROWHEAD TER	110.36
118-460-091	905 ARROWHEAD TER	110.36
118-460-092	907 ARROWHEAD TER	110.36
118-460-093	909 ARROWHEAD TER	110.36
118-460-094	911 ARROWHEAD TER	110.36
118-460-095	913 ARROWHEAD TER	110.36
118-460-096	915 ARROWHEAD TER	110.36
118-460-097	917 ARROWHEAD TER	110.36
118-460-098	919 ARROWHEAD TER	110.36
118-460-099	921 ARROWHEAD TER	110.36
118-460-100	923 ARROWHEAD TER	110.36
118-460-101	925 ARROWHEAD TER	110.36
118-460-102	927 ARROWHEAD TER	110.36
118-460-103	929 ARROWHEAD TER	110.36
118-460-105	926 ARROWHEAD TER	110.36
118-460-106	924 ARROWHEAD TER	110.36
118-460-107	922 ARROWHEAD TER	110.36
118-460-108	920 ARROWHEAD TER	110.36
118-460-109	918 ARROWHEAD TER	110.36
118-460-110	916 ARROWHEAD TER	110.36
118-460-111	914 ARROWHEAD TER	110.36
118-460-112	912 ARROWHEAD TER	110.36
118-460-113	910 ARROWHEAD TER	110.36
118-460-114	908 ARROWHEAD TER	110.36

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APN	Situs Address	Levy
118-460-115	906 ARROWHEAD TER	110.36
118-460-116	904 ARROWHEAD TER	110.36
118-460-117	902 ARROWHEAD TER	110.36
118-460-118	900 ARROWHEAD TER	110.36
118-460-121	931 ARROWHEAD TER	110.36
118-470-003	1207 BUCKEYE TER	110.36
118-470-004	1205 BUCKEYE TER	110.36
118-470-005	1203 BUCKEYE TER	110.36
118-470-006	1201 BUCKEYE TER	110.36
118-470-007	1211 BUCKEYE TER	110.36
118-470-008	1209 BUCKEYE TER	110.36
118-470-009	1213 BUCKEYE TER	110.36
118-470-010	1215 BUCKEYE TER	110.36
118-470-011	1217 BUCKEYE TER	110.36
118-470-012	1221 BUCKEYE TER	110.36
118-470-013	1223 BUCKEYE TER	110.36
118-470-014	1225 BUCKEYE TER	110.36
118-470-015	1227 BUCKEYE TER	110.36
118-470-016	1231 BUCKEYE TER	110.36
118-470-017	1233 BUCKEYE TER	110.36
118-470-018	1235 BUCKEYE TER	110.36
118-470-019	1237 BUCKEYE TER	110.36
118-470-020	1239 BUCKEYE TER	110.36
118-470-021	1241 BUCKEYE TER	110.36
118-470-022	1240 BUCKEYE TER	110.36
118-470-023	1238 BUCKEYE TER	110.36
118-470-024	1236 BUCKEYE TER	110.36
118-470-025	1234 BUCKEYE TER	110.36
118-470-026	1232 BUCKEYE TER	110.36
118-470-027	1230 BUCKEYE TER	110.36
118-470-028	1228 BUCKEYE TER	110.36
118-470-029	1226 BUCKEYE TER	110.36
118-470-030	1220 BUCKEYE TER	110.36
118-470-031	1218 BUCKEYE TER	110.36
118-470-032	1216 BUCKEYE TER	110.36
118-470-033	1214 BUCKEYE TER	110.36
118-470-034	1212 BUCKEYE TER	110.36
118-470-035	1200 BUCKEYE TER	110.36
118-470-036	1151 MOCCASIN CT	110.36
118-470-037	1153 MOCCASIN CT	110.36
118-470-038	1155 MOCCASIN CT	110.36
118-470-039	1159 MOCCASIN CT	110.36
118-470-040	1161 MOCCASIN CT	110.36

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APN	Situs Address	Levy
118-470-041	1163 MOCCASIN CT	110.36
118-470-042	1165 MOCCASIN CT	110.36
118-470-043	1169 MOCCASIN CT	110.36
118-470-044	1171 MOCCASIN CT	110.36
118-470-045	1173 MOCCASIN CT	110.36
118-470-046	1175 MOCCASIN CT	110.36
118-470-047	1174 MOCCASIN CT	110.36
118-470-048	1172 MOCCASIN CT	110.36
118-470-049	1170 MOCCASIN CT	110.36
118-470-050	1168 MOCCASIN CT	110.36
118-470-051	1166 MOCCASIN CT	110.36
118-470-052	1164 MOCCASIN CT	110.36
118-470-053	1160 MOCCASIN CT	110.36
118-470-054	1158 MOCCASIN CT	110.36
118-470-055	1156 MOCCASIN CT	110.36
118-470-056	1154 MOCCASIN CT	110.36
118-470-057	1152 MOCCASIN CT	110.36
118-470-063	1001 FEATHER CIR	110.36
118-470-064	1003 FEATHER CIR	110.36
118-470-065	1005 FEATHER CIR	110.36
118-470-066	1007 FEATHER CIR	110.36
118-470-067	1009 FEATHER CIR	110.36
118-470-068	1011 FEATHER CIR	110.36
118-470-069	1015 FEATHER CIR	110.36
118-470-070	1017 FEATHER CIR	110.36
118-470-071	1019 FEATHER CIR	110.36
118-470-072	1021 FEATHER CIR	110.36
118-470-076	1029 FEATHER CIR	110.36
118-470-079	1035 FEATHER CIR	110.36
118-470-080	1037 FEATHER CIR	110.36
118-470-081	1039 FEATHER CIR	110.36
118-470-082	1041 FEATHER CIR	110.36
118-470-083	1043 FEATHER CIR	110.36
118-470-084	1045 FEATHER CIR	110.36
118-470-085	1047 FEATHER CIR	110.36
118-470-086	1049 FEATHER CIR	110.36
118-470-087	1051 FEATHER CIR	110.36
118-470-088	1053 FEATHER CIR	110.36
118-470-089	1055 FEATHER CIR	110.36
118-470-090	1059 FEATHER CIR	110.36
118-470-091	1061 FEATHER CIR	110.36
118-470-092	1063 FEATHER CIR	110.36
118-470-093	1065 FEATHER CIR	110.36

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APN	Situs Address	Levy
118-470-094	1067 FEATHER CIR	110.36
118-470-095	1069 FEATHER CIR	110.36
118-470-096	1071 FEATHER CIR	110.36
118-470-097	1073 FEATHER CIR	110.36
118-470-098	1075 FEATHER CIR	110.36
118-470-099	1077 FEATHER CIR	110.36
118-470-100	1079 FEATHER CIR	110.36
118-470-101	1074 FEATHER CIR	110.36
118-470-102	1072 FEATHER CIR	110.36
118-470-103	1070 FEATHER CIR	110.36
118-470-104	1066 FEATHER CIR	110.36
118-470-105	1054 FEATHER CIR	110.36
118-470-106	1052 FEATHER CIR	110.36
118-470-107	1050 FEATHER CIR	110.36
118-470-108	1048 FEATHER CIR	110.36
118-470-109	1038 FEATHER CIR	110.36
118-470-110	1034 FEATHER CIR	110.36
118-470-111	1032 FEATHER CIR	110.36
118-470-112	1028 FEATHER CIR	110.36
118-470-113	1016 FEATHER CIR	110.36
118-470-114	1014 FEATHER CIR	110.36
118-470-115	1012 FEATHER CIR	110.36
118-470-118	1023 FEATHER CIR	110.36
118-470-119	1025 FEATHER CIR	110.36
118-470-120	1027 FEATHER CIR	110.36
118-470-121	1031 FEATHER CIR	110.36
118-470-122	1033 FEATHER CIR	110.36
118-480-001	100 FOREST HILL DR	223.30
118-480-002	102 FOREST HILL DR	223.30
118-480-003	104 FOREST HILL DR	223.30
118-480-004	106 FOREST HILL DR	223.30
118-480-005	108 FOREST HILL DR	223.30
118-480-006	110 FOREST HILL DR	223.30
118-480-007	112 FOREST HILL DR	223.30
118-480-008	114 FOREST HILL DR	223.30
118-480-009	116 FOREST HILL DR	223.30
118-480-010	118 FOREST HILL DR	223.30
118-480-011	120 FOREST HILL DR	223.30
118-480-012	121 FOREST HILL DR	223.30
118-480-013	119 FOREST HILL DR	223.30
118-480-014	117 FOREST HILL DR	223.30
118-480-015	115 FOREST HILL DR	223.30
118-480-016	113 FOREST HILL DR	223.30

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APN	Situs Address	Levy
118-480-017	111 FOREST HILL DR	223.30
118-480-018	109 FOREST HILL DR	223.30
118-480-019	105 FOREST HILL DR	223.30
118-480-020	103 FOREST HILL DR	223.30
118-480-023	1008 PEBBLE BEACH DR	223.30
118-480-024	1010 PEBBLE BEACH DR	223.30
118-480-025	1012 PEBBLE BEACH DR	223.30
118-480-026	1014 PEBBLE BEACH DR	223.30
118-480-027	1016 PEBBLE BEACH DR	223.30
118-480-028	1018 PEBBLE BEACH DR	223.30
118-480-029	1020 PEBBLE BEACH DR	223.30
118-480-030	1022 PEBBLE BEACH DR	223.30
118-480-031	1024 PEBBLE BEACH DR	223.30
118-480-034	1033 PEBBLE BEACH DR	223.30
118-480-035	1031 PEBBLE BEACH DR	223.30
118-480-036	1029 PEBBLE BEACH DR	223.30
118-480-037	1027 PEBBLE BEACH DR	223.30
118-480-038	1025 PEBBLE BEACH DR	223.30
118-480-039	1023 PEBBLE BEACH DR	223.30
118-480-040	1021 PEBBLE BEACH DR	223.30
118-480-041	1011 PEBBLE BEACH DR	223.30
118-480-042	1009 PEBBLE BEACH DR	223.30
118-480-043	1007 PEBBLE BEACH DR	223.30
118-480-044	1005 PEBBLE BEACH DR	223.30
118-480-045	1003 PEBBLE BEACH DR	223.30
118-480-046	101 FOREST HILL DR	223.30
118-480-047	1006 PEBBLE BEACH DR	223.30
118-480-048	1028 PEBBLE BEACH DR	446.62
118-490-001	132 INVERNESS WAY	223.30
118-490-003	138 INVERNESS WAY	223.30
118-490-005	140 INVERNESS WAY	223.30
118-490-006	142 INVERNESS WAY	223.30
118-490-007	1032 PEBBLE BEACH DR	223.30
118-490-008	1034 PEBBLE BEACH DR	223.30
118-490-009	1036 PEBBLE BEACH DR	223.30
118-490-010	1038 PEBBLE BEACH DR	223.30
118-490-011	1040 PEBBLE BEACH DR	223.30
118-490-012	1042 PEBBLE BEACH DR	223.30
118-490-013	1044 PEBBLE BEACH DR	223.30
118-490-014	1046 PEBBLE BEACH DR	223.30
118-490-015	1048 PEBBLE BEACH DR	223.30
118-490-016	1050 PEBBLE BEACH DR	223.30
118-490-017	1052 PEBBLE BEACH DR	223.30

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APN	Situs Address	Levy
118-490-018	1054 PEBBLE BEACH DR	223.30
118-490-019	1056 PEBBLE BEACH DR	223.30
118-490-020	1055 PEBBLE BEACH DR	223.30
118-490-021	1053 PEBBLE BEACH DR	223.30
118-490-022	1051 PEBBLE BEACH DR	223.30
118-490-023	1049 PEBBLE BEACH DR	223.30
118-490-024	1047 PEBBLE BEACH DR	223.30
118-490-025	1045 PEBBLE BEACH DR	223.30
118-490-027	134 INVERNESS WAY	223.30
118-490-028	136 INVERNESS WAY	223.30
118-500-001	1100 PEACOCK CREEK DR	223.30
118-500-002	1102 PEACOCK CREEK DR	223.30
118-500-005	1108 PEACOCK CREEK DR	223.30
118-500-006	1110 PEACOCK CREEK DR	223.30
118-500-007	1112 PEACOCK CREEK DR	223.30
118-500-008	1114 PEACOCK CREEK DR	223.30
118-500-009	1116 PEACOCK CREEK DR	223.30
118-500-010	1118 PEACOCK CREEK DR	223.30
118-500-011	1120 PEACOCK CREEK DR	223.30
118-500-012	1122 PEACOCK CREEK DR	223.30
118-500-013	1124 PEACOCK CREEK DR	223.30
118-500-014	1126 PEACOCK CREEK DR	223.30
118-500-015	1128 PEACOCK CREEK DR	223.30
118-500-016	1130 PEACOCK CREEK DR	223.30
118-500-017	1132 PEACOCK CREEK DR	223.30
118-500-018	1133 PEACOCK CREEK DR	223.30
118-500-019	1131 PEACOCK CREEK DR	223.30
118-500-020	1129 PEACOCK CREEK DR	223.30
118-500-021	1127 PEACOCK CREEK DR	223.30
118-500-022	1125 PEACOCK CREEK DR	223.30
118-500-023	1123 PEACOCK CREEK DR	223.30
118-500-024	1121 PEACOCK CREEK DR	223.30
118-500-025	1117 PEACOCK CREEK DR	223.30
118-500-026	1115 PEACOCK CREEK DR	223.30
118-500-027	1111 PEACOCK CREEK DR	223.30
118-500-028	1109 PEACOCK CREEK DR	223.30
118-500-029	1107 PEACOCK CREEK DR	223.30
118-500-030	1105 PEACOCK CREEK DR	223.30
118-500-031	1103 PEACOCK CREEK DR	223.30
118-500-032	1104 PEACOCK CREEK DR	223.30
118-500-033	1106 PEACOCK CREEK DR	223.30
118-510-001	1134 PEACOCK CREEK DR	223.30
118-510-002	1136 PEACOCK CREEK DR	223.30

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APN	Situs Address	Levy
118-510-003	1138 PEACOCK CREEK DR	223.30
118-510-004	1140 PEACOCK CREEK DR	223.30
118-510-005	1142 PEACOCK CREEK DR	223.30
118-510-006	1144 PEACOCK CREEK DR	223.30
118-510-007	1146 PEACOCK CREEK DR	223.30
118-510-008	1148 PEACOCK CREEK DR	223.30
118-510-009	1150 PEACOCK CREEK DR	223.30
118-510-010	1152 PEACOCK CREEK DR	223.30
118-510-011	170 BRANDYWINE PL	223.30
118-510-012	172 BRANDYWINE PL	223.30
118-510-013	174 BRANDYWINE PL	223.30
118-510-015	185 BRANDYWINE PL	223.30
118-510-016	183 BRANDYWINE PL	223.30
118-510-017	181 BRANDYWINE PL	223.30
118-510-018	179 BRANDYWINE PL	223.30
118-510-019	177 BRANDYWINE PL	223.30
118-510-020	175 BRANDYWINE PL	223.30
118-510-021	173 BRANDYWINE PL	223.30
118-510-022	1160 TORREY PINES PL	223.30
118-510-023	1162 TORREY PINES PL	223.30
118-510-024	1163 TORREY PINES PL	223.30
118-510-025	1161 TORREY PINES PL	223.30
118-510-026	1155 PEACOCK CREEK DR	223.30
118-510-027	1151 PEACOCK CREEK DR	223.30
118-510-028	164 SILVERADO CT	223.30
118-510-029	166 SILVERADO CT	223.30
118-510-030	165 SILVERADO CT	223.30
118-510-031	163 SILVERADO CT	223.30
118-510-032	1149 PEACOCK CREEK DR	223.30
118-510-033	1147 PEACOCK CREEK DR	223.30
118-510-034	1145 PEACOCK CREEK DR	223.30
118-510-035	154 LONE PINE CT	223.30
118-510-036	156 LONE PINE CT	223.30
118-510-037	155 LONE PINE CT	223.30
118-510-038	153 LONE PINE CT	223.30
118-510-039	151 LONE PINE CT	223.30
118-510-040	1139 PEACOCK CREEK DR	223.30
118-510-041	1137 PEACOCK CREEK DR	223.30
118-510-042	1135 PEACOCK CREEK DR	223.30
118-530-001	1401 INDIANHEAD WAY	89.62
118-530-002	1403 INDIANHEAD WAY	89.62
118-530-003	1405 INDIANHEAD WAY	89.62
118-530-004	1407 INDIANHEAD WAY	89.62

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APN	Situs Address	Levy
118-530-005	1409 INDIANHEAD WAY	89.62
118-530-006	1411 INDIANHEAD WAY	89.62
118-530-007	1413 INDIANHEAD WAY	89.62
118-530-008	1415 INDIANHEAD WAY	89.62
118-530-009	1417 INDIANHEAD WAY	89.62
118-530-010	1419 INDIANHEAD WAY	89.62
118-530-011	1421 INDIANHEAD WAY	89.62
118-530-012	1423 INDIANHEAD WAY	89.62
118-530-013	1425 INDIANHEAD WAY	89.62
118-530-014	1427 INDIANHEAD WAY	89.62
118-530-015	1429 INDIANHEAD WAY	89.62
118-530-016	1431 INDIANHEAD WAY	89.62
118-530-017	1433 INDIANHEAD CIR	89.62
118-530-018	1435 INDIANHEAD CIR	89.62
118-530-019	1437 INDIANHEAD CIR	89.62
118-530-020	1439 INDIANHEAD CIR	89.62
118-530-021	1441 INDIANHEAD CIR	89.62
118-530-022	1443 INDIANHEAD CIR	89.62
118-530-023	1445 INDIANHEAD CIR	89.62
118-530-024	1447 INDIANHEAD CIR	89.62
118-530-025	1449 INDIANHEAD CIR	89.62
118-530-026	1451 INDIANHEAD CIR	89.62
118-530-027	1453 INDIANHEAD CIR	89.62
118-530-028	1455 INDIANHEAD CIR	89.62
118-530-029	1457 INDIANHEAD CIR	89.62
118-530-030	1459 INDIANHEAD CIR	89.62
118-530-031	1461 INDIANHEAD CIR	89.62
118-530-033	1465 INDIANHEAD CIR	89.62
118-530-034	1467 INDIANHEAD CIR	89.62
118-530-035	1469 INDIANHEAD CIR	89.62
118-530-036	1471 INDIANHEAD CIR	89.62
118-530-037	1473 INDIANHEAD CIR	89.62
118-530-038	1475 INDIANHEAD CIR	89.62
118-530-039	1477 INDIANHEAD CIR	89.62
118-530-040	1479 INDIANHEAD CIR	89.62
118-530-041	1481 INDIANHEAD CIR	89.62
118-530-042	1483 INDIANHEAD CIR	89.62
118-530-043	1485 INDIANHEAD CIR	89.62
118-530-044	1487 INDIANHEAD CIR	89.62
118-530-045	1489 INDIANHEAD CIR	89.62
118-530-046	1491 INDIANHEAD CIR	89.62
118-530-047	1466 INDIANHEAD CIR	89.62
118-530-048	1464 INDIANHEAD CIR	89.62

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APN	Situs Address	Levy
118-530-049	1462 INDIANHEAD CIR	89.62
118-530-050	1460 INDIANHEAD CIR	89.62
118-530-051	1458 INDIANHEAD CIR	89.62
118-530-052	1456 INDIANHEAD CIR	89.62
118-530-056	1463 INDIANHEAD CIR	89.62
118-540-001	4001 HUMMINGBIRD WAY	128.42
118-540-002	4003 HUMMINGBIRD WAY	128.42
118-540-003	4005 HUMMINGBIRD WAY	128.42
118-540-004	4007 HUMMINGBIRD WAY	128.42
118-540-005	4009 HUMMINGBIRD WAY	128.42
118-540-006	4011 HUMMINGBIRD WAY	128.42
118-540-007	4013 HUMMINGBIRD WAY	128.42
118-540-008	4015 HUMMINGBIRD WAY	128.42
118-540-009	4017 HUMMINGBIRD WAY	128.42
118-540-010	4019 HUMMINGBIRD WAY	128.42
118-540-011	4021 HUMMINGBIRD WAY	128.42
118-540-012	4022 HUMMINGBIRD WAY	128.42
118-540-013	4018 HUMMINGBIRD WAY	128.42
118-540-014	4014 HUMMINGBIRD WAY	128.42
118-540-015	4010 HUMMINGBIRD WAY	128.42
118-540-016	4008 HUMMINGBIRD WAY	128.42
118-540-017	4006 HUMMINGBIRD WAY	128.42
118-540-018	4004 HUMMINGBIRD WAY	128.42
118-540-019	4002 HUMMINGBIRD WAY	128.42
118-540-020	5001 RAVEN WAY	128.42
118-540-021	5003 RAVEN WAY	128.42
118-540-022	5005 RAVEN WAY	128.42
118-540-023	5007 RAVEN WAY	128.42
118-540-024	5009 RAVEN WAY	128.42
118-540-025	5011 RAVEN WAY	128.42
118-540-026	4024 HUMMINGBIRD WAY	128.42
118-540-027	5013 RAVEN WAY	128.42
118-540-028	5015 RAVEN WAY	128.42
118-540-029	5017 RAVEN WAY	128.42
118-540-030	5019 RAVEN WAY	128.42
118-540-031	3038 WINDMILL CANYON DR	128.42
118-540-032	3036 WINDMILL CANYON DR	128.42
118-540-033	3034 WINDMILL CANYON DR	128.42
118-540-034	3032 WINDMILL CANYON DR	128.42
118-540-035	3030 WINDMILL CANYON DR	128.42
118-540-036	3028 WINDMILL CANYON DR	128.42
118-540-037	3026 WINDMILL CANYON DR	128.42
118-540-038	3024 WINDMILL CANYON DR	128.42

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APN	Situs Address	Levy
118-540-039	3025 WINDMILL CANYON DR	128.42
118-540-040	3027 WINDMILL CANYON DR	128.42
118-540-041	3029 WINDMILL CANYON DR	128.42
118-540-042	3031 WINDMILL CANYON DR	128.42
118-540-043	3033 WINDMILL CANYON DR	128.42
118-540-044	3035 WINDMILL CANYON DR	128.42
118-540-045	3037 WINDMILL CANYON DR	128.42
118-540-046	3039 WINDMILL CANYON DR	128.42
118-540-047	3041 WINDMILL CANYON DR	128.42
118-540-048	3043 WINDMILL CANYON DR	128.42
118-540-049	3045 WINDMILL CANYON DR	128.42
118-540-050	3047 WINDMILL CANYON DR	128.42
118-540-051	3049 WINDMILL CANYON DR	128.42
118-540-052	3051 WINDMILL CANYON DR	128.42
118-540-053	3053 WINDMILL CANYON DR	128.42
118-540-054	5022 RAVEN WAY	128.42
118-540-055	5020 RAVEN WAY	128.42
118-540-056	5018 RAVEN WAY	128.42
118-540-057	5016 RAVEN WAY	128.42
118-540-058	5014 RAVEN WAY	128.42
118-540-059	5012 RAVEN WAY	128.42
118-540-060	5010 RAVEN WAY	128.42
118-540-061	5008 RAVEN WAY	128.42
118-540-062	5006 RAVEN WAY	128.42
118-540-063	5004 RAVEN WAY	128.42
118-540-064	5002 RAVEN WAY	128.42
118-540-065	5000 RAVEN WAY	128.42
118-550-002	610 GOLDEN EAGLE PL	128.42
118-550-003	608 GOLDEN EAGLE PL	128.42
118-550-004	606 GOLDEN EAGLE PL	128.42
118-550-005	604 GOLDEN EAGLE PL	128.42
118-550-006	602 GOLDEN EAGLE PL	128.42
118-550-007	501 RAVEN PL	128.42
118-550-008	503 RAVEN PL	128.42
118-550-009	505 RAVEN PL	128.42
118-550-010	507 RAVEN PL	128.42
118-550-011	509 RAVEN PL	128.42
118-550-012	511 RAVEN PL	128.42
118-550-013	513 RAVEN PL	128.42
118-550-014	514 RAVEN PL	128.42
118-550-015	512 RAVEN PL	128.42
118-550-016	510 RAVEN PL	128.42
118-550-017	508 RAVEN PL	128.42

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APN	Situs Address	Levy
118-550-018	506 RAVEN PL	128.42
118-550-019	504 RAVEN PL	128.42
118-550-020	502 RAVEN PL	128.42
118-550-021	401 HUMMINGBIRD PL	128.42
118-550-022	403 HUMMINGBIRD PL	128.42
118-550-023	405 HUMMINGBIRD PL	128.42
118-550-024	407 HUMMINGBIRD PL	128.42
118-550-025	409 HUMMINGBIRD PL	128.42
118-550-026	411 HUMMINGBIRD PL	128.42
118-550-027	413 HUMMINGBIRD PL	128.42
118-550-028	418 HUMMINGBIRD PL	128.42
118-550-029	416 HUMMINGBIRD PL	128.42
118-550-030	414 HUMMINGBIRD PL	128.42
118-550-031	412 HUMMINGBIRD PL	128.42
118-550-032	410 HUMMINGBIRD PL	128.42
118-550-033	408 HUMMINGBIRD PL	128.42
118-550-034	406 HUMMINGBIRD PL	128.42
118-550-035	404 HUMMINGBIRD PL	128.42
118-550-036	402 HUMMINGBIRD PL	128.42
118-550-038	612 GOLDEN EAGLE PL	128.42
118-570-001	363 BLUE OAK LN	191.88
118-570-002	365 BLUE OAK LN	191.88
118-570-003	367 BLUE OAK LN	191.88
118-570-004	369 BLUE OAK LN	191.88
118-570-005	371 BLUE OAK LN	191.88
118-570-006	373 BLUE OAK LN	191.88
118-570-007	375 BLUE OAK LN	191.88
118-570-008	377 BLUE OAK LN	191.88
118-570-009	379 BLUE OAK LN	191.88
118-570-010	381 BLUE OAK LN	191.88
118-570-012	385 BLUE OAK LN	191.88
118-570-013	387 BLUE OAK LN	191.88
118-570-014	389 BLUE OAK LN	191.88
118-570-015	391 BLUE OAK LN	191.88
118-570-016	390 BLUE OAK LN	191.88
118-570-017	388 BLUE OAK LN	191.88
118-570-018	81 WILDCAT WAY	191.88
118-570-019	83 WILDCAT WAY	191.88
118-570-020	85 WILDCAT WAY	191.88
118-570-021	477 OBSIDIAN WAY	191.88
118-570-022	479 OBSIDIAN WAY	191.88
118-570-023	478 OBSIDIAN WAY	191.88
118-570-024	476 OBSIDIAN WAY	191.88

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APN	Situs Address	Levy
118-570-025	474 OBSIDIAN WAY	191.88
118-570-026	470 OBSIDIAN WAY	191.88
118-570-027	468 OBSIDIAN WAY	191.88
118-570-028	63 ANTELOPE CT	191.88
118-570-029	65 ANTELOPE CT	191.88
118-570-030	66 ANTELOPE CT	191.88
118-570-031	64 ANTELOPE CT	191.88
118-570-032	62 ANTELOPE CT	191.88
118-570-033	60 ANTELOPE CT	191.88
118-570-034	458 OBSIDIAN WAY	191.88
118-570-035	456 OBSIDIAN WAY	191.88
118-570-038	56 TUYSHTAK CT	191.88
118-570-039	54 TUYSHTAK CT	191.88
118-570-040	52 TUYSHTAK CT	191.88
118-570-041	453 OBSIDIAN WAY	191.88
118-570-042	455 OBSIDIAN WAY	191.88
118-570-043	457 OBSIDIAN WAY	191.88
118-570-044	459 OBSIDIAN WAY	191.88
118-570-045	461 OBSIDIAN WAY	191.88
118-570-046	463 OBSIDIAN WAY	191.88
118-570-047	465 OBSIDIAN WAY	191.88
118-570-048	467 OBSIDIAN WAY	191.88
118-570-049	469 OBSIDIAN WAY	191.88
118-570-050	471 OBSIDIAN WAY	191.88
118-570-051	473 OBSIDIAN WAY	191.88
118-570-052	84 WILDCAT WAY	191.88
118-570-053	380 BLUE OAK LN	191.88
118-570-054	376 BLUE OAK LN	191.88
118-570-055	374 BLUE OAK LN	191.88
118-570-056	372 BLUE OAK LN	191.88
118-570-057	370 BLUE OAK LN	191.88
118-570-058	368 BLUE OAK LN	191.88
118-570-059	366 BLUE OAK LN	191.88
118-570-060	362 BLUE OAK LN	191.88
118-570-061	383 BLUE OAK LN	191.88
118-570-062	53 TUYSHTAK CT	191.88
118-570-063	55 TUYSHTAK CT	191.88
118-580-001	200 CONDOR WAY	110.36
118-580-002	202 CONDOR WAY	110.36
118-580-003	204 CONDOR WAY	110.36
118-580-004	206 CONDOR WAY	110.36
118-580-005	208 CONDOR WAY	110.36
118-580-006	210 CONDOR WAY	110.36

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APN	Situs Address	Levy
118-580-007	212 CONDOR WAY	110.36
118-580-008	214 CONDOR WAY	110.36
118-580-009	216 CONDOR WAY	110.36
118-580-010	218 CONDOR WAY	110.36
118-580-011	220 CONDOR WAY	110.36
118-580-012	222 CONDOR WAY	110.36
118-580-013	224 CONDOR WAY	110.36
118-580-014	226 CONDOR WAY	110.36
118-580-015	5000 KELLER RIDGE DR	110.36
118-580-016	5002 KELLER RIDGE DR	110.36
118-580-017	5004 KELLER RIDGE DR	110.36
118-580-018	5006 KELLER RIDGE DR	110.36
118-580-019	5008 KELLER RIDGE DR	110.36
118-580-020	5010 KELLER RIDGE DR	110.36
118-580-021	5012 KELLER RIDGE DR	110.36
118-580-022	5037 KELLER RIDGE DR	110.36
118-580-023	5035 KELLER RIDGE DR	110.36
118-580-024	5033 KELLER RIDGE DR	110.36
118-580-025	5031 KELLER RIDGE DR	110.36
118-580-026	5029 KELLER RIDGE DR	110.36
118-580-027	5027 KELLER RIDGE DR	110.36
118-580-028	5025 KELLER RIDGE DR	110.36
118-580-029	5023 KELLER RIDGE DR	110.36
118-580-030	5021 KELLER RIDGE DR	110.36
118-580-031	5019 KELLER RIDGE DR	110.36
118-580-032	5017 KELLER RIDGE DR	110.36
118-580-033	5015 KELLER RIDGE DR	110.36
118-580-034	5013 KELLER RIDGE DR	110.36
118-580-035	5011 KELLER RIDGE DR	110.36
118-590-004	4705 KELLER RIDGE DR	89.62
118-590-005	4707 KELLER RIDGE DR	89.62
118-590-006	4703 KELLER RIDGE DR	89.62
118-590-007	4701 KELLER RIDGE DR	89.62
118-590-009	4605 KELLER RIDGE DR	89.62
118-590-010	4607 KELLER RIDGE DR	89.62
118-590-011	4603 KELLER RIDGE DR	89.62
118-590-012	4601 KELLER RIDGE DR	89.62
118-590-015	4507 KELLER RIDGE DR	89.62
118-590-016	4505 KELLER RIDGE DR	89.62
118-590-017	4501 KELLER RIDGE DR	89.62
118-590-018	4503 KELLER RIDGE DR	89.62
118-590-022	4905 KELLER RIDGE DR	89.62
118-590-023	4907 KELLER RIDGE DR	89.62

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APN	Situs Address	Levy
118-590-024	4903 KELLER RIDGE DR	89.62
118-590-025	4901 KELLER RIDGE DR	89.62
118-590-027	4805 KELLER RIDGE DR	89.62
118-590-028	4807 KELLER RIDGE DR	89.62
118-590-029	4803 KELLER RIDGE DR	89.62
118-590-030	4801 KELLER RIDGE DR	89.62
118-600-001	905 CONDOR PL	89.62
118-600-002	907 CONDOR PL	89.62
118-600-003	903 CONDOR PL	89.62
118-600-004	901 CONDOR PL	89.62
118-600-006	807 CONDOR PL	89.62
118-600-007	805 CONDOR PL	89.62
118-600-008	801 CONDOR PL	89.62
118-600-009	803 CONDOR PL	89.62
118-600-011	705 CONDOR PL	89.62
118-600-012	707 CONDOR PL	89.62
118-600-013	703 CONDOR PL	89.62
118-600-014	701 CONDOR PL	89.62
118-600-016	607 CONDOR PL	89.62
118-600-017	605 CONDOR PL	89.62
118-600-018	601 CONDOR PL	89.62
118-600-019	603 CONDOR PL	89.62
118-600-021	505 CONDOR PL	89.62
118-600-022	507 CONDOR PL	89.62
118-600-023	503 CONDOR PL	89.62
118-600-024	501 CONDOR PL	89.62
118-600-026	405 CONDOR PL	89.62
118-600-027	407 CONDOR PL	89.62
118-600-028	403 CONDOR PL	89.62
118-600-029	401 CONDOR PL	89.62
118-600-031	307 CONDOR PL	89.62
118-600-032	305 CONDOR PL	89.62
118-600-033	301 CONDOR PL	89.62
118-600-034	303 CONDOR PL	89.62
118-600-036	207 CONDOR PL	89.62
118-600-037	205 CONDOR PL	89.62
118-600-038	201 CONDOR PL	89.62
118-600-039	203 CONDOR PL	89.62
118-610-001	1947 EAGLE PEAK AVE	89.62
118-610-002	1945 EAGLE PEAK AVE	89.62
118-610-003	1941 EAGLE PEAK AVE	89.62
118-610-004	1943 EAGLE PEAK AVE	89.62
118-610-006	1925 EAGLE PEAK AVE	89.62

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APN	Situs Address	Levy
118-610-007	1927 EAGLE PEAK AVE	89.62
118-610-008	1923 EAGLE PEAK AVE	89.62
118-610-009	1921 EAGLE PEAK AVE	89.62
118-610-012	3905 COYOTE CIR	89.62
118-610-013	3907 COYOTE CIR	89.62
118-610-014	3903 COYOTE CIR	89.62
118-610-015	3901 COYOTE CIR	89.62
118-610-020	3805 COYOTE CIR	89.62
118-610-021	3807 COYOTE CIR	89.62
118-610-022	3803 COYOTE CIR	89.62
118-610-023	3801 COYOTE CIR	89.62
118-610-024	3707 COYOTE CIR	89.62
118-610-025	3705 COYOTE CIR	89.62
118-610-026	3701 COYOTE CIR	89.62
118-610-027	3703 COYOTE CIR	89.62
118-610-028	3605 COYOTE CIR	89.62
118-610-029	3607 COYOTE CIR	89.62
118-610-030	3603 COYOTE CIR	89.62
118-610-031	3601 COYOTE CIR	89.62
118-620-001	6001 GOLDEN EAGLE WAY	128.42
118-620-002	6003 GOLDEN EAGLE WAY	128.42
118-620-003	6005 GOLDEN EAGLE WAY	128.42
118-620-004	6007 GOLDEN EAGLE WAY	128.42
118-620-005	6009 GOLDEN EAGLE WAY	128.42
118-620-006	6011 GOLDEN EAGLE WAY	128.42
118-620-007	6013 GOLDEN EAGLE WAY	128.42
118-620-008	3089 WINDMILL CANYON DR	128.42
118-620-009	3091 WINDMILL CANYON DR	128.42
118-620-010	3093 WINDMILL CANYON DR	128.42
118-620-011	3095 WINDMILL CANYON DR	128.42
118-620-012	3097 WINDMILL CANYON DR	128.42
118-620-013	3099 WINDMILL CANYON DR	128.42
118-620-014	3101 WINDMILL CANYON DR	128.42
118-620-015	3103 WINDMILL CANYON DR	128.42
118-620-016	3105 WINDMILL CANYON DR	128.42
118-620-017	3107 WINDMILL CANYON DR	128.42
118-620-018	3109 WINDMILL CANYON DR	128.42
118-620-019	3111 WINDMILL CANYON DR	128.42
118-620-020	6036 GOLDEN EAGLE WAY	128.42
118-620-021	6034 GOLDEN EAGLE WAY	128.42
118-620-022	6032 GOLDEN EAGLE WAY	128.42
118-620-023	6030 GOLDEN EAGLE WAY	128.42
118-620-024	6028 GOLDEN EAGLE WAY	128.42

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118-620-025	6026 GOLDEN EAGLE WAY	128.42
118-620-026	6024 GOLDEN EAGLE WAY	128.42
118-620-027	6022 GOLDEN EAGLE WAY	128.42
118-620-028	6018 GOLDEN EAGLE WAY	128.42
118-620-029	7001 MOLLUK WAY	128.42
118-620-030	7003 MOLLUK WAY	128.42
118-620-031	7005 MOLLUK WAY	128.42
118-620-032	7007 MOLLUK WAY	128.42
118-620-033	7009 MOLLUK WAY	128.42
118-620-034	7011 MOLLUK WAY	128.42
118-620-035	7015 MOLLUK WAY	128.42
118-620-036	7019 MOLLUK WAY	128.42
118-620-037	7021 MOLLUK WAY	128.42
118-620-038	7023 MOLLUK WAY	128.42
118-620-039	7025 MOLLUK WAY	128.42
118-620-040	7027 MOLLUK WAY	128.42
118-620-041	7028 MOLLUK WAY	128.42
118-620-042	7026 MOLLUK WAY	128.42
118-620-043	7024 MOLLUK WAY	128.42
118-620-044	7022 MOLLUK WAY	128.42
118-620-045	7020 MOLLUK WAY	128.42
118-620-046	7018 MOLLUK WAY	128.42
118-620-047	7016 MOLLUK WAY	128.42
118-620-048	7014 MOLLUK WAY	128.42
118-620-049	7012 MOLLUK WAY	128.42
118-620-050	7010 MOLLUK WAY	128.42
118-620-051	7008 MOLLUK WAY	128.42
118-620-052	7006 MOLLUK WAY	128.42
118-620-053	7004 MOLLUK WAY	128.42
118-620-054	7002 MOLLUK WAY	128.42
118-620-055	7000 MOLLUK WAY	128.42
118-620-056	5151 KELLER RIDGE DR	128.42
118-620-057	5153 KELLER RIDGE DR	128.42
118-620-058	5155 KELLER RIDGE DR	128.42
118-620-059	5157 KELLER RIDGE DR	128.42
118-620-060	5159 KELLER RIDGE DR	128.42
118-620-061	5161 KELLER RIDGE DR	128.42
118-620-062	5163 KELLER RIDGE DR	128.42
118-630-001	6015 GOLDEN EAGLE WAY	128.42
118-630-002	6017 GOLDEN EAGLE WAY	128.42
118-630-003	6019 GOLDEN EAGLE WAY	128.42
118-630-004	6021 GOLDEN EAGLE WAY	128.42
118-630-005	6023 GOLDEN EAGLE WAY	128.42

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APN	Situs Address	Levy
118-630-006	6025 GOLDEN EAGLE WAY	128.42
118-630-007	6027 GOLDEN EAGLE WAY	128.42
118-630-008	6031 GOLDEN EAGLE WAY	128.42
118-630-009	3072 WINDMILL CANYON DR	128.42
118-630-010	3070 WINDMILL CANYON DR	128.42
118-630-011	3068 WINDMILL CANYON DR	128.42
118-630-012	3066 WINDMILL CANYON DR	128.42
118-630-013	3064 WINDMILL CANYON DR	128.42
118-630-014	3062 WINDMILL CANYON DR	128.42
118-630-015	3060 WINDMILL CANYON DR	128.42
118-630-016	3058 WINDMILL CANYON DR	128.42
118-630-017	3056 WINDMILL CANYON DR	128.42
118-630-018	3054 WINDMILL CANYON DR	128.42
118-630-019	3055 WINDMILL CANYON DR	128.42
118-630-020	3057 WINDMILL CANYON DR	128.42
118-630-021	3059 WINDMILL CANYON DR	128.42
118-630-022	3061 WINDMILL CANYON DR	128.42
118-630-023	3063 WINDMILL CANYON DR	128.42
118-630-024	3065 WINDMILL CANYON DR	128.42
118-630-025	3067 WINDMILL CANYON DR	128.42
118-630-026	3069 WINDMILL CANYON DR	128.42
118-630-027	3071 WINDMILL CANYON DR	128.42
118-630-028	3073 WINDMILL CANYON DR	128.42
118-630-029	3075 WINDMILL CANYON DR	128.42
118-630-030	3077 WINDMILL CANYON DR	128.42
118-630-031	3079 WINDMILL CANYON DR	128.42
118-630-032	3081 WINDMILL CANYON DR	128.42
118-630-033	3083 WINDMILL CANYON DR	128.42
118-630-034	3085 WINDMILL CANYON DR	128.42
118-630-035	3087 WINDMILL CANYON DR	128.42
118-630-036	3090 WINDMILL CANYON DR	128.42
118-630-037	3088 WINDMILL CANYON DR	128.42
118-630-038	3084 WINDMILL CANYON DR	128.42
118-630-039	3080 WINDMILL CANYON DR	128.42
118-630-040	3078 WINDMILL CANYON DR	128.42
118-640-001	5171 KELLER RIDGE DR	191.88
118-640-002	5173 KELLER RIDGE DR	191.88
118-640-003	5175 KELLER RIDGE DR	191.88
118-640-004	5177 KELLER RIDGE DR	191.88
118-640-005	5179 KELLER RIDGE DR	191.88
118-640-006	5181 KELLER RIDGE DR	191.88
118-640-007	5183 KELLER RIDGE DR	191.88
118-640-008	5185 KELLER RIDGE DR	191.88

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APN	Situs Address	Levy
118-640-009	5187 KELLER RIDGE DR	191.88
118-640-010	5189 KELLER RIDGE DR	191.88
118-640-011	705 ACORN DR	191.88
118-640-012	707 ACORN DR	191.88
118-640-014	711 ACORN DR	191.88
118-640-015	713 ACORN DR	191.88
118-640-016	715 ACORN DR	191.88
118-640-017	717 ACORN DR	191.88
118-640-018	719 ACORN DR	191.88
118-640-019	721 ACORN DR	191.88
118-640-020	716 ACORN DR	191.88
118-640-022	901 DEER PL	191.88
118-640-024	905 DEER PL	191.88
118-640-025	904 DEER PL	191.88
118-640-026	902 DEER PL	191.88
118-640-027	5188 KELLER RIDGE DR	191.88
118-640-028	5186 KELLER RIDGE DR	191.88
118-640-029	5184 KELLER RIDGE DR	191.88
118-640-030	8001 KELOK WAY	191.88
118-640-031	8003 KELOK WAY	191.88
118-640-032	8005 KELOK WAY	191.88
118-640-033	8007 KELOK WAY	191.88
118-640-034	81 BEAR PL	191.88
118-640-035	83 BEAR PL	191.88
118-640-036	80 BEAR PL	191.88
118-640-037	8011 KELOK WAY	191.88
118-640-038	8010 KELOK WAY	191.88
118-640-039	8008 KELOK WAY	191.88
118-640-040	8006 KELOK WAY	191.88
118-640-041	8004 KELOK WAY	191.88
118-640-042	8002 KELOK WAY	191.88
118-640-043	8000 KELOK WAY	191.88
118-640-044	5174 KELLER RIDGE DR	191.88
118-640-046	903 DEER PL	191.88
118-640-047	714 ACORN DR	191.88
118-640-048	709 ACORN DR	191.88
118-650-001	5191 KELLER RIDGE DR	191.88
118-650-002	9001 ELK DR	191.88
118-650-003	9003 ELK DR	191.88
118-650-004	9005 ELK DR	191.88
118-650-005	701 ACORN DR	191.88
118-650-006	703 ACORN DR	191.88
118-650-007	908 DEER PL	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-650-008	906 DEER PL	191.88
118-650-009	801 GRAY FOX PL	191.88
118-650-010	803 GRAY FOX PL	191.88
118-650-011	805 GRAY FOX PL	191.88
118-650-012	807 GRAY FOX PL	191.88
118-650-013	809 GRAY FOX PL	191.88
118-650-014	806 GRAY FOX PL	191.88
118-650-015	804 GRAY FOX PL	191.88
118-650-016	800 GRAY FOX PL	191.88
118-650-017	9007 ELK DR	191.88
118-650-018	9009 ELK DR	191.88
118-650-019	9011 ELK DR	191.88
118-650-020	9013 ELK DR	191.88
118-650-021	9008 ELK DR	191.88
118-650-022	9006 ELK DR	191.88
118-650-023	9004 ELK DR	191.88
118-650-024	9002 ELK DR	191.88
118-650-025	5193 KELLER RIDGE DR	191.88
118-650-026	5194 KELLER RIDGE DR	191.88
118-650-027	5192 KELLER RIDGE DR	191.88
118-650-028	5190 KELLER RIDGE DR	191.88
118-650-029	85 BEAR PL	191.88
118-650-030	84 BEAR PL	191.88
118-650-031	82 BEAR PL	191.88
118-660-001	4405 COYOTE CIR	89.62
118-660-002	4407 COYOTE CIR	89.62
118-660-003	4403 COYOTE CIR	89.62
118-660-004	4401 COYOTE CIR	89.62
118-660-006	4307 COYOTE CIR	89.62
118-660-007	4305 COYOTE CIR	89.62
118-660-008	4301 COYOTE CIR	89.62
118-660-009	4303 COYOTE CIR	89.62
118-660-013	4005 COYOTE CIR	89.62
118-660-014	4007 COYOTE CIR	89.62
118-660-015	4003 COYOTE CIR	89.62
118-660-016	4001 COYOTE CIR	89.62
118-660-019	3407 COYOTE CIR	89.62
118-660-020	3405 COYOTE CIR	89.62
118-660-021	3401 COYOTE CIR	89.62
118-660-022	3403 COYOTE CIR	89.62
118-660-024	3307 COYOTE CIR	89.62
118-660-025	3305 COYOTE CIR	89.62
118-660-026	3301 COYOTE CIR	89.62

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-660-027	3303 COYOTE CIR	89.62
118-660-029	3205 COYOTE CIR	89.62
118-660-030	3207 COYOTE CIR	89.62
118-660-031	3203 COYOTE CIR	89.62
118-660-032	3201 COYOTE CIR	89.62
118-660-036	2907 COYOTE CIR	89.62
118-660-037	2905 COYOTE CIR	89.62
118-660-038	2901 COYOTE CIR	89.62
118-660-039	2903 COYOTE CIR	89.62
118-660-047	4207 COYOTE CIR	89.62
118-660-048	4205 COYOTE CIR	89.62
118-660-049	4201 COYOTE CIR	89.62
118-660-050	4203 COYOTE CIR	89.62
118-660-052	4107 COYOTE CIR	89.62
118-660-053	4105 COYOTE CIR	89.62
118-660-054	4101 COYOTE CIR	89.62
118-660-055	4103 COYOTE CIR	89.62
118-660-057	3105 COYOTE CIR	89.62
118-660-058	3107 COYOTE CIR	89.62
118-660-059	3103 COYOTE CIR	89.62
118-660-060	3101 COYOTE CIR	89.62
118-660-062	3005 COYOTE CIR	89.62
118-660-063	3007 COYOTE CIR	89.62
118-660-064	3003 COYOTE CIR	89.62
118-660-065	3001 COYOTE CIR	89.62
118-660-067	3507 COYOTE CIR	89.62
118-660-068	3505 COYOTE CIR	89.62
118-660-069	3501 COYOTE CIR	89.62
118-660-070	3503 COYOTE CIR	89.62
118-660-071	3104 COYOTE CIR	89.62
118-660-072	3102 COYOTE CIR	89.62
118-660-073	3106 COYOTE CIR	89.62
118-660-074	3108 COYOTE CIR	89.62
118-660-075	3902 COYOTE CIR	89.62
118-660-076	3904 COYOTE CIR	89.62
118-660-077	3906 COYOTE CIR	89.62
118-660-078	3908 COYOTE CIR	89.62
118-660-079	4104 COYOTE CIR	89.62
118-660-080	4102 COYOTE CIR	89.62
118-660-081	4106 COYOTE CIR	89.62
118-660-082	4108 COYOTE CIR	89.62
118-670-001	8012 KELOK WAY	191.88
118-670-002	8014 KELOK WAY	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-670-003	8016 KELOK WAY	191.88
118-670-004	8018 KELOK WAY	191.88
118-670-005	8020 KELOK WAY	191.88
118-670-006	8022 KELOK WAY	191.88
118-670-007	8024 KELOK WAY	191.88
118-670-008	8026 KELOK WAY	191.88
118-670-009	8028 KELOK WAY	191.88
118-670-010	8030 KELOK WAY	191.88
118-670-011	8032 KELOK WAY	191.88
118-670-012	8034 KELOK WAY	191.88
118-670-013	8036 KELOK WAY	191.88
118-670-014	8038 KELOK WAY	191.88
118-670-015	8040 KELOK WAY	191.88
118-670-016	8042 KELOK WAY	191.88
118-670-017	8053 KELOK WAY	191.88
118-670-018	8051 KELOK WAY	191.88
118-670-019	8049 KELOK WAY	191.88
118-670-020	8047 KELOK WAY	191.88
118-670-021	8045 KELOK WAY	191.88
118-670-022	8043 KELOK WAY	191.88
118-670-023	8041 KELOK WAY	191.88
118-670-024	8039 KELOK WAY	191.88
118-670-025	8037 KELOK WAY	191.88
118-670-026	5229 KELLER RIDGE DR	191.88
118-670-027	5227 KELLER RIDGE DR	191.88
118-670-028	5225 KELLER RIDGE DR	191.88
118-670-029	5223 KELLER RIDGE DR	191.88
118-670-030	5222 KELLER RIDGE DR	191.88
118-670-031	5224 KELLER RIDGE DR	191.88
118-670-032	5226 KELLER RIDGE DR	191.88
118-670-033	5230 KELLER RIDGE DR	191.88
118-670-034	8027 KELOK WAY	191.88
118-670-035	8025 KELOK WAY	191.88
118-670-036	8023 KELOK WAY	191.88
118-670-037	8021 KELOK WAY	191.88
118-670-038	8019 KELOK WAY	191.88
118-670-039	8017 KELOK WAY	191.88
118-670-040	90 KELOK CT	191.88
118-670-041	92 KELOK CT	191.88
118-670-042	94 KELOK WAY	191.88
118-670-043	8015 KELOK WAY	191.88
118-670-044	8013 KELOK WAY	191.88
118-680-001	5221 KELLER RIDGE DR	191.88

City of Clayton
Community Facilities District 1990-1R
Clayton Middle School
Fiscal year 2021/22 Special Tax Roll

APN	Situs Address	Levy
118-680-002	5219 KELLER RIDGE DR	191.88
118-680-003	5217 KELLER RIDGE DR	191.88
118-680-004	5215 KELLER RIDGE DR	191.88
118-680-005	5213 KELLER RIDGE DR	191.88
118-680-006	5211 KELLER RIDGE DR	191.88
118-680-007	5209 KELLER RIDGE DR	191.88
118-680-008	5207 KELLER RIDGE DR	191.88
118-680-009	5205 KELLER RIDGE DR	191.88
118-680-010	5203 KELLER RIDGE DR	191.88
118-680-011	5201 KELLER RIDGE DR	191.88
118-680-012	5199 KELLER RIDGE DR	191.88
118-680-013	5197 KELLER RIDGE DR	191.88
118-680-014	5195 KELLER RIDGE DR	191.88
118-680-015	5198 KELLER RIDGE DR	191.88
118-680-016	5200 KELLER RIDGE DR	191.88
118-680-017	5202 KELLER RIDGE DR	191.88
118-680-018	5204 KELLER RIDGE DR	191.88
118-680-019	5206 KELLER RIDGE DR	191.88
118-680-020	5208 KELLER RIDGE DR	191.88
118-680-021	5210 KELLER RIDGE DR	191.88
118-680-022	5212 KELLER RIDGE DR	191.88
118-680-023	5214 KELLER RIDGE DR	191.88
118-680-024	5216 KELLER RIDGE DR	191.88
118-680-025	5218 KELLER RIDGE DR	191.88
118-680-026	5220 KELLER RIDGE DR	191.88
Totals:	1,358 Parcels	\$187,924.36

ORDINANCE NO. 274

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CLAYTON AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN
COMMUNITY FACILITIES DISTRICT NO. 1990-1 (MIDDLE SCHOOL)

WHEREAS, on May 1, 1990, the City Council of the City of Clayton, State of California (the "Council"), adopted its Resolution No. 30-90 (the "Resolution of Intention to Establish the District") stating its intention to form Community Facilities District No. 1990-1 of the City of Clayton (the "District") pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"); and

WHEREAS, on May 1, 1990, the Council also adopted Resolution No. 31-90 (the "Resolution of Intention to Incur Bonded Indebtedness") stating its intention to incur bonded indebtedness in an amount not to exceed \$6,500,000 within the District for the purpose of financing the costs of certain facilities specified in the Resolution of Intention to Establish the District (the "Facilities"); and

WHEREAS, notice was published as required by law relative to the intention of this Council to form the proposed District and to incur bonded indebtedness in an amount not to exceed \$6,500,000 within the District; and

WHEREAS, on May 31, 1990, this Council convened noticed public hearings as required by law, (1) to determine whether it

should proceed with the formation of the District and authorize the rate, method of apportionment, and manner of collection of a special tax to be levied within the District for the purpose of paying for the Facilities, including the payment of interest on and principal of and other periodic costs on the bonds proposed to be issued to finance the Facilities, and the repayment of funds advanced to the District, and the annual administration expenses of the City and the District in determining, apportioning, levying and collecting such special tax and all incidental expenses authorized under the Act, and (2) on the proposal to incur the bonded indebtedness; and

WHEREAS, at said hearings all persons desiring to be heard on all matters pertaining to the formation of the District, the levy of the special tax, the proposed issuance of the bonded indebtedness, and all other matters set forth in the Resolution of Intention to Establish the District and the Resolution of Intention to Incur Bonded Indebtedness, were heard and considered and full and fair hearings were held thereon; and

WHEREAS, this Council, subsequent to said hearings, adopted Resolution No. 50-90 (the "Resolution of Formation") which established the District, determined the validity of prior proceedings relative to the formation of the District and the incurring of bonded indebtedness, authorized the levy of a special tax within the District and called an election for June 12, 1990, on the propositions of levying a special tax and establishing an appropriations limit within the District; and

WHEREAS, this Council, subsequent to said hearings, adopted Resolution No. 51-90 (the "Resolution to Incur Bonded Indebtedness") which determined the necessity of incurring bonded indebtedness in an amount not to exceed \$6,500,000 and called an election within the District for June 12, 1990, on the proposition of incurring bonded indebtedness; and

WHEREAS, on June 12, 1990, in accordance with the Resolution of Formation and the Resolution to Incur Bonded Indebtedness, a consolidated election was held within the District in which the qualified electors approved by more than a two-thirds vote the propositions of incurring the bonded indebtedness, levying a special tax, and establishing an appropriations limit within the District;

NOW, THEREFORE, the City Council of the City of Clayton, DOES ORDAIN as follows:

Section 1. The above recitals are all true and correct and this Council so finds and determines.

Section 2. By the passage of this Ordinance, this Council authorizes the levy of a special tax pursuant to the rate and method of apportionment set forth in Exhibit "A" attached hereto and incorporated by reference herein, being the rate and method of apportionment specified in the Resolution of Formation.

Section 3. This Council is hereby further authorized each year by resolution adopted within the time period, if any,

provided in the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed that set forth in Exhibit "A" hereto, but the special tax may be levied at a lower rate.

Section 4. Properties or entities of the state, federal or other local governments shall, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, be exempt from the special tax. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in the Resolution of Formation (and Exhibit "A" hereto), or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed for its purpose as described in the Resolution of Formation and the Resolution to Incur Bonded Indebtedness.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes, as such procedure may be modified by law from time to time.

Section 7. This Ordinance shall become effective thirty (30) days from and after its passage.

Section 8. Within fifteen (15) days after the passage of this Ordinance the City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and, because there is no newspaper of general circulation published and circulated in the City, to cause the same to be posted in the following three public places in the City:

City Hall, 1007 Oak Street

Endeavor Hall, Oak at Center Street

Ohms Board in front of U.S. Post Office

* * * * *

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Clayton held on June 19, 1990.

Passed, adopted and ordered posted at a regular meeting of the City Council of the City of Clayton held on July 3, 1990, by the following vote:

AYES: Councilmembers: Hall, Manning, Musto, Mayor Hawes.

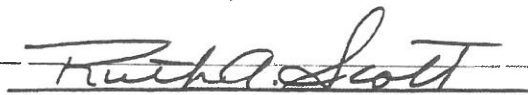
NOTES: None

ABSENT: Vice Mayor Kendall



Mayor

ATTEST:



City Clerk

I hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Clayton held on June 19, 1990, and was duly adopted, passed and ordered posted at a regular meeting of the City Council held on July 3, 1990.



City Clerk

CITY OF CLAYTON
CLAYTON MIDDLE SCHOOL FINANCING PROGRAM
COMMUNITY FACILITIES DISTRICT NO. 1990-1
SPECIAL TAX FORMULA

A special tax shall be levied on and collected from each parcel in Community Facilities District No. 1990-1, of the City of Clayton, in each fiscal year commencing on July 1, 1990, in an amount determined by the City Council of the City of Clayton through the application of the appropriate special tax for Residences and Residential Land.

The special tax shall be levied upon those lots and parcels listed in Table 1 within Subdivision 6990 (filed of record on December 20, 1988, in Book 328 of Maps, at Page 21, in the Official Records of the Contra Costa County Recorder) included within the boundaries of the community facilities district.

The special tax shall be levied on Residences and Residential Land.

Residence means a residential dwelling, and the subdivided lot upon which it is constructed, for which a certificate of occupancy has been issued by the City of Clayton.

Residential Land means those lots and parcels listed in Table 1 excepting (1) Residences and (2) any lands not zoned or designated by the City of Clayton for the construction of a Residence.

Wherever it is stated that the City of Clayton shall designate the number of Residences or the land on which Residences are to be constructed, such designation shall be made at the time a subdivision map is filed of record.

Residence Special Tax

The special tax will be levied against a Residence following the issuance of a certificate of occupancy. For each fiscal year (July 1 – June 30), the special tax on a Residence will be levied against each Residence for which a certificate of occupancy has been issued by July 15 of that year.

The Special Tax for a Residence on a parcel showing one residence under ESTIMATED NUMBER OF RESIDENCES on Table 1 shall be the amount shown for that parcel under MAXIMUM SPECIAL TAX on Table 1.

The Special Tax for Residences on parcels showing a number greater than one under ESTIMATED NUMBER OF RESIDENCES on Table 1 shall be determined as follows: When a subdivision map for such parcel is filed of record, the Special Tax for Residences on such parcel shall be apportioned equally to each new lot and parcel created by the subdivision map based on the number of Residences

to be constructed thereon as designated by the City of Clayton; no Special Tax shall be apportioned to any lands not zoned or designated for the construction of a Residence. Upon any further resubdivision of a parcel created by such subdivision map, a further apportionment shall be made in a manner consistent with the preceding apportionment rules.

Residential Land Special Tax

Beginning July 1, 1991, and ending when there is no Residential Land in the community facilities district, a Residential Land Special Tax may be annually levied on the Residential Land. The total Residential Land Special Tax so levied shall be one hundred percent (100%) of the annual debt service, on the bonds to be issued by the community facilities district, for the following bond year (increased to one hundred five percent (105%) commencing July 1, 1997), less the total of the following amounts:

- The total Residence Special Taxes to be levied for that fiscal year
- Interest earnings available from unspent bond proceeds during the pre-development and construction period of the school, to the extent such earnings may be legally used to pay interest on the bonds for the following bond year pursuant to the Mello-Roos Community Facilities District Act of 1982.
- Any other funds which the City of Clayton determines are available to the community facilities district for payment of the debt service for the following bond year other than those funds which are designated for other purposes.

The total Residential Land Special Tax resulting from the above calculation, but not more than such total tax, shall be apportioned to the Residential Land as follows:

- a. The Maximum Residential Land Special Tax for each subdivided lot zoned or designated by the City of Clayton for the construction of a Residence shall be equal to the Maximum Residence Special Tax which would be levied on the lot if it were a Residence.
- b. The balance of the total Residential Land Special Tax shall be levied against all other parcels of Residential Land based on the anticipated number of Residences to be constructed thereon as determined by the City of Clayton.

The special taxes of the community facilities district will be collected in the same manner and at the same time as ad valorem property taxes.

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 1990-1

Description of Facilities

1. The acquisition of 400 thousand dollars of the site preparation work on the school site referenced in 2 below, and on a ballfield and playground park site to be conveyed to the City adjacent to said school site.
2. The construction of a middle school facility on a site to be conveyed to the Mt. Diablo Unified School District, said site being located on the easterly side of Marsh Creek Road between Bigelow Street and Regency Drive.

However, in the event a contract has not been awarded for the construction of the school by August 1, 1992, (or the extension of said date if agreed to by the current owner of the site), then the payment of school facility impact fees to said School District, plus one or more of the following alternative facilities:

- (a) the acquisition or construction of a fire station on a site to be located on Oakhurst Drive southerly of Clayton Road;
- (b) the acquisition or construction of a portion of the improvements to the ballfield and playground park site, referenced in 1 above, including, but not limited to, turf, bleachers, restrooms and drainage facilities. It is estimated that the cost of such improvements will exceed 5.5 million dollars. After allowing for the funding of the first 400 thousand dollars thereof pursuant to 1, above, it is anticipated that the next 2.68 million dollars thereof will be funded from other sources (such as the Oakhurst Assessment District). The remaining 2.42 million dollar portion of said improvements is to be funded by Community Facilities District No. 1990-1.

It is recognized that, in the event the school is not constructed so that the City undertakes the acquisition and construction of the alternative facilities set forth in (a) and (b), above, there may not be sufficient monies from the proceeds of the sale of the bonds proposed to be issued to acquire and construct all of the alternative facilities. It is intended that the alternative facilities to be

acquired and constructed in the descending order of priority set forth above. To the extent any alternative facility has not been acquired or constructed at the time the City determines that all of the bond proceeds have been expended, then such facility not acquired or constructed shall, from the date of such determination, be deemed removed from this description of facilities.

3. The above-listed types of facilities are proposed to include incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluations thereof); costs associated with the creation of the District, issuance of the bonds thereof, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District; and any other expenses incidental to the construction, completion, and inspection of the facilities.

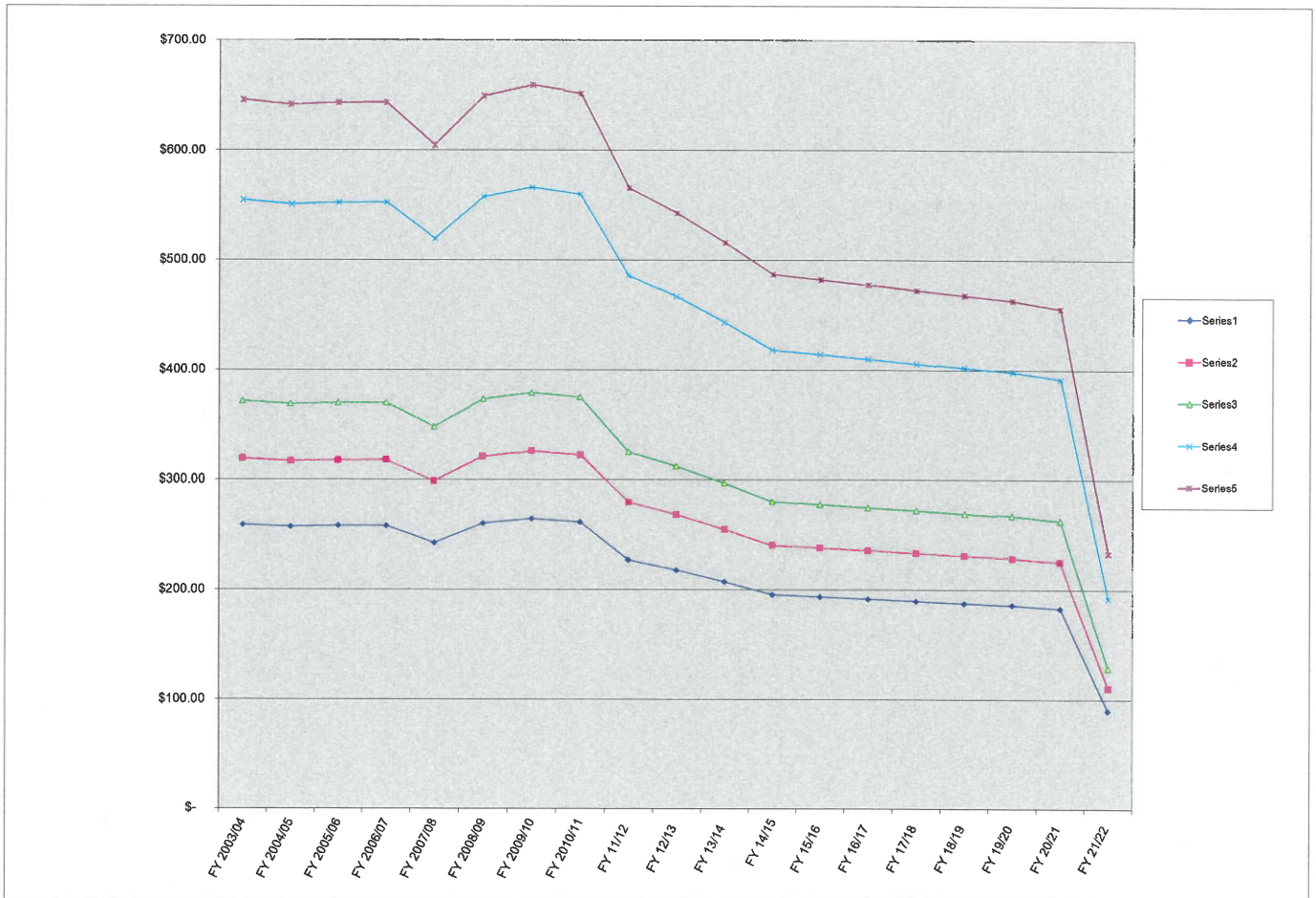
Middle School CFD Parcel Levy History Amounts by Category of Dollar Amount

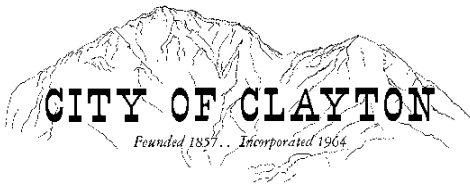
	rate series 1	rate series 2	rate series 3	rate series 4	rate series 5	savings example series 1	savings example series 5
FY 2003/04	\$ 259.00	\$ 318.98	\$ 371.12	\$ 554.52	\$ 645.34		
FY 2004/05	\$ 257.20	\$ 316.76	\$ 368.54	\$ 550.66	\$ 640.84		
FY 2005/06	\$ 257.94	\$ 317.66	\$ 369.60	\$ 552.24	\$ 642.70		
FY 2006/07	\$ 258.02	\$ 317.76	\$ 369.72	\$ 552.40	\$ 642.88		
FY 2007/08	\$ 242.60	\$ 298.78	\$ 347.62	\$ 519.40	\$ 604.48	refi May 2007 \$ (15.42)	refi May 2007 \$ (38.40)
FY 2008/09	\$ 260.30	\$ 320.58	\$ 373.00	\$ 557.30	\$ 648.60	\$ 17.70	\$ 44.12
FY 2009/10	\$ 264.40	\$ 325.62	\$ 378.86	\$ 566.08	\$ 658.80	\$ 4.10	\$ 10.20
FY 2010/11	\$ 261.42	\$ 321.96	\$ 374.60	\$ 559.70	\$ 651.38	\$ (2.98)	\$ (7.42)
FY 11/12	\$ 227.02	\$ 279.58	\$ 325.28	\$ 486.04	\$ 565.64	\$ (34.40)	\$ (85.74)
FY 12/13	\$ 217.84	\$ 268.28	\$ 312.14	\$ 466.38	\$ 542.78	\$ (9.18)	\$ (22.86)
FY 13/14	\$ 207.10	\$ 255.06	\$ 296.76	\$ 443.40	\$ 516.02	\$ (10.74)	\$ (26.76)
FY 14/15	\$ 195.44	\$ 240.68	\$ 280.04	\$ 418.42	\$ 486.94	\$ (11.66)	\$ (29.08)
FY 15/16	\$ 193.52	\$ 238.34	\$ 277.30	\$ 414.32	\$ 482.20	\$ (1.92)	\$ (4.74)
FY 16/17	\$ 191.62	\$ 235.98	\$ 274.56	\$ 410.24	\$ 477.44	\$ (1.90)	\$ (4.76)
FY 17/18	\$ 189.70	\$ 233.64	\$ 271.82	\$ 406.16	\$ 472.68	\$ (1.92)	\$ (4.76)
FY 18/19	\$ 187.80	\$ 231.28	\$ 269.10	\$ 402.06	\$ 467.92	\$ (1.90)	\$ (4.76)
FY 19/20	\$ 185.88	\$ 228.92	\$ 266.36	\$ 397.98	\$ 463.16	\$ (1.92)	\$ (4.76)
FY 20/21	\$ 182.86	\$ 225.22	\$ 262.04	\$ 391.52	\$ 455.66	\$ (3.02)	\$ (7.50)
FY 21/22	\$ 89.62	\$ 110.36	\$ 128.42	\$ 191.88	\$ 233.30	\$ (93.24)	\$ (222.36)
net savings example						\$ (168.40)	\$ (409.58)

this reduction made up for over levy in FY 08/09 & 09/10 plus reg reduction for 11/12

FY 21/22 reduction includes any residual levy credit plus use of bond cash reserve

Number of Parcels	series 1	series 2	series 3	series 4	series 5	total
	305	315	322	275	140	1357





AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: AUGUST 3, 2021

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES INCLUDING DESIGNATING A NEW CITY ENGINEER

RECOMMENDATION

It is recommended that the City Council, by Resolution, amend an existing agreement with Harris & Associates for professional engineering services including designating a new City Engineer.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services including serving as the City Engineer. In 2018 the Agreement was amended (First Amendment) to provide for the agreement to continue beyond the initial one-year term and to update provisions in compliance with state law. In April 2021, a second Amendment was completed updating the City Engineer.

DISCUSSION

In March 2021, the City was notified that Scott Alman, who had been serving as the designated City Engineer for Clayton, was leaving Harris & Associates. The City remains in contract with Harris & Associates for city engineering services. At the April 20, 2021 City Council meeting, the Council approved a Second Amendment to the Harris & Associates Agreement assigning Bill Stracker as City Engineer. Mr. Stracker has subsequently also resigned from Harris and the company has assigned Mark Nassar, PE as the City Engineer for Clayton. The proposed Third Amendment to the Agreement assigns Mr. Nassar as the City Engineer. All other provisions of the agreement remain in place.

FINANCIAL IMPACT

Designating a new City Engineer will not have any direct financial impact at this time.

Attachment:1: Resolution

Attachment 2: Third Amendment to Agreement with Harris & Associates for Professional Engineering Services

Subject: Approve Change of City Engineer in Existing Agreement with Harris & Associates

Date: August 3, 2021

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Attachment 3: Second Amendment (2021), First Amendment (2018) & 2017 Agreement with Harris & Associates for Professional Engineering Services

Attachment 4: Biography for Mark Nassar, PE

RESOLUTION NO. ____-2021

**APPROVE A RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO AN
EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR PROFESSIONAL
ENGINEERING SERVICES INCLUDING DESIGNATING A NEW CITY ENGINEER**

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

WHEREAS, the City of Clayton has contracted since 2017 with the firm Harris & Associates for city engineering services including a designated City Engineer;

WHEREAS, in August 2018, the First Amendment to the Agreement was approved by the City Council allowing the agreement to continue annually after an initial one-year period;

WHEREAS, the current named City Engineer has left Harris & Associates; and

WHEREAS, the City of Clayton wishes to continue to contract with Harris & Associates for a City Engineer and city engineering services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clayton, California, does hereby amend the existing agreement with Harris & Associates to name Mark Nassar, PE as the City Engineer.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California, at a regular public meeting thereof held on the 3rd day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk

**THIRD AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Third Amendment to the Professional Engineering Services Agreement ("Second Amendment") is entered into on August 4, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

A. WHEREAS, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement");

B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment;

C. WHEREAS, the Agreement was modified via the First Amendment effective August 21, 2018;

D. WHEREAS, the Agreement was modified via a Second Amendment updating the named City Engineer by City Council action on April 2021;

E. WHEREAS, the current terms remain in effect consistent with the original Agreement and the First Amendment; and

F. WHEREAS, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 19. Organization of the Agreement is hereby amended to read as follows in full:

Consultant shall assign Mark Nassar, PE as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

2. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement including the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Second Amendment to the Professional Engineering Services Agreement ("Second Amendment") is entered into on March 11, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

A. WHEREAS, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement");

B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment;

C. WHEREAS, the Agreement was modified via the First Amendment effective August 21, 2018;

D. WHEREAS, the current terms remain in effect consistent with the original Agreement and the First Amendment; and

E. WHEREAS, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 19. Organization of the Agreement is hereby amended to read as follows in full:

Consultant shall assign Bill Stracker, PE, TE as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

2. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement including the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This First Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on 21 August 2018 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. WHEREAS, in August 2017 the City and Consultant entered into that certain Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement").
- B. WHEREAS, the express term of the Agreement (Section 5) was for a period of one (1) year (twelve consecutive months) from the date of 15 August 2017 and therefore shall automatically expire unless extended by written amendment.
- C. WHEREAS, the City and the Consultant mutually desire to amend certain provisions of the Agreement for good and valued consideration to incorporate modifications in the Term and Compensation sections of which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, in exchange for goods and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Subdivisions a. and b. of Section 2. Compensation of the Agreement are hereby amended to read as follows:
 - "a. From 01 September 2018 through 31 August 2019, the City shall continue to pay for services satisfactorily rendered by Consultant under the Agreement in accordance with the initial rates in the Schedule of Charges first approved in August 2017, as set forth in Exhibit "A."
 - b. Commencing 01 September 2019 and every one (1) year thereafter (twelve consecutive months), the Schedule of Rates listed in Exhibit "A" will be increased as follows by the corresponding annual percentage increase in the June - June Consumer Price Index (CPI) issued by the Bureau of Labor Statistics, United States Department of Labor, CPI - All Urban Consumers (Base Period 1982-84 = 100) for the San Francisco - Oakland - Hayward, CA metropolitan statistical area:

1. Administrative (Funded By General Fund) Monthly Rate
Monthly Rate is annually adjusted by 90% of the corresponding CPI increase, rounded up or down to the nearest whole dollar.
2. All Remaining Schedules of Hourly Rates (as contained in Exhibit "A")
Hourly rates are annually adjusted by 100% of the corresponding CPI increase."

Subdivision c. of Section 2 shall remain in full force and effect.

2. Section 5. Term of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement shall continue each year hereafter so long as the City or the Consultant is satisfied with its terms, conditions, and performance.

Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments may be retained as part of the Agreement record."

3. Section 12. Indemnification of the Agreement is hereby amended in its entirety to read as follows:

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

- b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault."

4. Section 15. Termination or Abandonment of the Agreement is hereby amended in its entirety to read as follows:

"Should the City or the Consultant wish to terminate the Agreement, each party has the right to do so by filing with the other a Notice of Termination with said notice having an effective termination date of ninety (90) days from the date of service of the notice. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, design works, City-procured software, electronic files and records, and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work."

5. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

By: _____
Gary A. Napper
City Manager

ATTEST:

Janet Brown, City Clerk

HARRIS & ASSOCIATES, INC.

By: _____
Printed Name: _____
Its (title): _____

By: _____
Printed Name: _____
Its (title): _____

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is nor shall become an employee of City by virtue of this Agreement. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall include or be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

Professional Liability

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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

14. Verification of Employment Eligibility.

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

15. RESERVED.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

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

CONSULTANT:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

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

CITY OF CLAYTON

By: 

Gary A. Napper
City Manager

ATTEST:

By: 

City Clerk

HARRIS & ASSOCIATES

By: 

Printed Name: Lisa V. Lurabee
Its: CEO

By: 

Printed Name: Steven D. W. Jackson
Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018**Administrative (Funded by General Fund (G.F.))****CLAYTON MONTHLY RATE**

Monthly Lump Sum Retainer

\$9,585.00/ma.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)**CLAYTON HOURLY RATE**

Scott Alman	\$190
Alison Bouley	\$190
Brian Brown	\$180
Dennis Klingelhofer	\$230
Ka Chow	\$105
Teddy Alicante	\$105

Capital Improvement Program (Hourly, Non-G.F.)

Scott Alman	\$190
Jasmine Cuffee	\$190
Vijay Pulijal	\$180
Siva Natarajan	\$165
Kyle Carbert	\$165
Daniel Wilkins	\$140
Alvin Armstrong	\$140
Ka Chow	\$105
Teddy Alicante	\$105

Land Development (Hourly, Non-G.F.)

Scott Alman	\$220
Siva Natarajan	\$175
Kyle Carbert	\$175
Daniel Wilkins	\$150
Ka Chow	\$110
Teddy Alicante	\$110



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Directors	\$230
Senior Project Managers	\$200
Project Managers	\$170
Senior Project Engineers	\$140
Project Engineers	\$90
Senior Technical Support	\$130
Technical Support	\$90

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Director	\$230
Sr. Project Manager	\$190
Project Manager	\$150
Sr. Project Analyst	\$120
Project Analyst	\$90
Technical Support	\$90

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.

Mark Nassar, PE, MBA

PROGRAM MANAGEMENT DIRECTOR

Mark has over 30 years of design and project management experience. His varied experience has allowed him to develop a plethora of skills that allows him to adapt to the job at hand as well as provide innovative solutions with the client and stakeholders in mind.

RELEVANT EXPERIENCE

- **City of San Diego, Public Works Department, Capital Asset Management Division.** Deputy Director.
 - Mark managed the operation and performance of a division of 210 staff through the specialized technical services units of: Asset Management, Planning/Preliminary Engineering (all asset types), Project Controls, Land Surveys, Materials Testing Lab, Environmental and Permit Processing, and ADA Compliance.
 - He managed the department's relations and service level agreements with the asset owning departments seeking engineering (planning/design/construction) services. He negotiated roles, responsibilities, and key performance indicators for programs and projects.
 - He chaired the Project Control Committee (a sub-committee of the mayor's CIP Review and Advisory Committee) with executive management representation from each of the City's Asset Managing and Service Providing Departments with a focus on applying the City's asset management strategies on evaluating Citywide CIP investment priorities.
 - He provided regular performance and forecasting analytics through the Project Controls units for the City's CIP programs and projects that the department implemented.
 - He prepared analytical studies and briefed/presented to the Mayor, Council on CIP Delivery, Process Improvement/ Streamlining, the State of the CIP, and the 5 Year CIP Outlook that drove citywide policy discussions and decisions.
 - He presented annual water/sewer CIP performance reports to the Public Utilities Independent Rates Oversight Committee.
 - He led project delivery process improvements which included an update to the City Council Policy (CP) on CIP prioritization and on Transparency, as well as established a new CP on Customer Service.
 - He drove the department's project delivery competitiveness through internal benchmarking and through participation in the Statewide Benchmarking Committee comprised of seven comparable large public agencies.
- **City of San Diego, Public Works Department, Construction Management and Field Engineering Division.** Deputy Director.
 - He was on "temporary assignment" to identify and report on operational enhancement opportunities.
 - He managed a division of ~270 employees comprised of inspectors, land surveys, material testing lab, traffic control, and stormwater quality compliance.
 - He oversaw the division's performance in the inspection and quality assurance/control of private (developer built and permitted) and public (CIP) construction work on the City's property and within the City's right of way.
 - He negotiated Construction Claims and Contractor Disputes
 - He administered the use of the As Needed Construction Management consultant services.



EDUCATION

BS, Civil Engineering

MBA, Masters in Business
Administration

REGISTRATION

Professional Civil Engineer (PE), CA

NASSAR, CON'T

- **City of San Diego, Public Works Department.** Assistant Director (Interim).
 - He managed day to day operations of the Public Works Department and its staff of ~800 employees as well as the services they provided through the six major divisions of CM and Field Engineering, Architectural Engineering and Parks Design, Right Of Way Design, Project Implementation, Public Works Contracting and Business Operations Support Services.
 - He represented the department in interactions with the Mayor/Council on high profile projects, policies, and issues.
 - He oversaw service relations with internal client departments.
 - He reviewed and addressed performance of the individual divisions against their respective performance targets.
 - He represent the department at Association of General Contractors, Regional Construction Procurement Committee, Statewide Benchmarking Committee and other agency meetings.
- **City of San Diego, Public Works Dept, Architectural Engineering and Parks Division.** Deputy Director.
 - He managed a division of 80 engineers and non-engineers that services every single one of the City's asset owning departments, with a focus on complex buildings, recreational park facilities, and water/sewer treatment facilities.
 - He set the division's annual operating and capital budget.
 - He established and adjusted the division's vision, mission, and policies to align with that of the City and department.
 - He managed the CIP production of a portfolio of ~230 projects valued at a total cost of ~\$1.47 Billion.
 - He employed all CIP delivery methods (e.g. DBB, DB, MACC, JOC, Community Based Competitive Design).
 - He monitored and controlled financial performance of the division against commitments
 - He managed the operating budget to maximize reimbursability while maintaining competitive CIP delivery soft costs and fiscal KPI's.
 - He interacted directly with the council and mayor's offices.
 - He regularly provided mayoral and council member briefings.
- He represented the department/City as chair of the Quarterly Consultant Industry Meeting to enhance mutual performance and ensure that the consulting industry is informed and prepared to provide services.
- He represented the City as chair of the APWA Sustainability Committee.
- He interacted with private sector and other regional agencies (Port, Airport, County, etc...) in the sharing of knowledge towards the goal of improving the way the region approaches innovative CIP sustainable solutions that align with the mayor's climate action plan.
- He was Administrator of the CIP Project Management Academy.
- He led several department-wide process improvement (streamlining) efforts.
- He set priorities and managed the division's resources of staff and operating budget.
- **City of San Diego, Public Works Dept, Preliminary Engineering and Program Coordination Section.** Senior Civil Engineer.
 - He established and managed this new section, staff's roles, and responsibilities as well as business processes.
 - He coordinated the initiation and execution of CIP Programs of all asset types with Asset Managing Departments.
 - He negotiated agreements with outside agencies (Port District, SEDC, CCDC) on implementation of joint use facilities
 - He participated in City's Enterprise Asset Management effort for standardizing asset inventory and capitalization process.
 - He administered the CIP prioritization process of all new CIP projects.
 - He amended the council policy on CIP Prioritization through presentations to Council.
 - He was an active and key member of Benchmarking and Standard Operating Procedures Committees as subject matter expert on the Planning, Program Management, and Project Management Chapters.
 - He was Project Management Academy Administrator/ Instructor (since 2003) applying PMI principles to 25 students through 30 subject matter expert speakers from several City departments.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: August 3, 2021

SUBJECT: Resolution of the City Council of the City of Clayton Establishing City Protocol for the Honoring and Recognition of Citizens, Volunteers, Employees and Elected Officials to be Administered by the City Manager and City Clerk

RECOMMENDATION

Adopt Resolution ###-2021 establishing a City protocol for honoring and recognizing elected officials, City employees, volunteers and community members.

BACKGROUND

At the City Council meeting on January 5, 2021, questions were raised regarding the protocol and process for determining gifts and other recognition for certain milestone achievements, as well as the cost of the gifts/recognition. In the past, there has not been a well-defined process in Clayton for determining who gets a gift, when and how much could be spent. Specifically, the question was raised regarding two (then) recent outgoing Councilmember gifts, a chair (\$483.52) and a lamp (\$311.92). The process was most often described as being governed by the "Mayor's prerogative" in the past.

DISCUSSION

In response to the questions raised and consistent with best practices in some other communities, the City Manager is recommending that the City Council consider adopting a Protocol Resolution which would spell out what events or milestones are to be recognized, how they are to be recognized and what the dollar limits are on that recognition. The proposed Protocol Resolution is attached and covers recognitions for elected officials, city employees, volunteers and community members.

In most cases the recommended recognition is relatively low-key and low cost; for example, a card and flowers, or a certificate/plaque. There are a few areas where higher limits are recommended. These include:

1. Leaving Office gift for Elected Officials. The recommendation is that leaving office gifts for elected officials should be limited to no more than \$250.00. For personalized plaques or trophies valued less than \$250.00, FPPC regulations do not require disclosure. This amount acknowledges the value of our elected officials service, but limits it to a manageable amount.
2. City Employee service milestone recognition. Recognizing and celebrating employee's years of service is an important means of showing our support for employees. The recommended service milestone amounts are consistent with the City's current practice and ranges from \$50 at the one-year of service mark to \$300 at the 25-year service mark.

Additional detail on the specific recommendations can be found in Exhibits A-E to the Resolution.

FISCAL IMPACTS

While there is no budget line item currently to handle these recognition items, for the current fiscal year, they can likely be absorbed without any additional budget adjustment. In future years, they should be budgeted for tracking purposes.

ATTACHMENTS

Resolution

Exhibits A-E to the Resolution

RESOLUTION NO. ##-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON ESTABLISHING CITY PROTOCOL FOR THE HONORING AND RECOGNITION OF CITIZENS, VOLUNTEERS, EMPLOYEES AND ELECTED OFFICIALS TO BE ADMINISTERED BY THE CITY MANAGER AND CITY CLERK

WHEREAS, from time to time, significant landmark events occur that are deserving of recognition or commendation;

WHEREAS, such recognition or commendation can and should involve the limited expenditure of public funds, since such expenditure serves a valid public purpose in that many city employees, officials, volunteers and members of the community have continuously supported and provided service to the city's residents and the general public. It is, therefore, appropriate to honor and value such service as a means of maintaining morale amongst the city workforce and the existing commitment of current and future employees, officials, volunteers and community members to the Clayton community;

WHEREAS, in order to ensure consistency, the City desires to establish protocols indicating which events are to be considered significant and merit recognition, and sets guidelines for the expenditure of public funds for such events, including but not limited to birthdays, birth of children, illnesses, retirements, deaths, deaths of close family members, and, for employees, landmark anniversaries of employment with the city, and city council rotation ceremonies;

WHEREAS, the past practice of the City has been to provide a gift to outgoing mayors and council members who are leaving office. The attached policy formalizes such gifts in a manner consistent with all legal requirements. The City Council finds that the monetary value of any expenditures for council members pursuant to the policy adopted herein is "de minimus"; and

WHEREAS, to manage the process effectively, it is recommended that the City Manager and City Clerk be designated to administer the Protocol provisions.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON, CA DOES
RESOLVE AS FOLLOWS:**

Section 1: The City Council hereby establishes the Protocol (Exhibits A-E) attached hereto and incorporated herein by reference for city recognition of significant events as they relate to citizens, volunteers, employees and officials; designates the City Manager and City Clerk for implementation thereof.

ADOPTED ON August 3, 2021 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Carl Wolfe, Mayor

ATTEST

Janet Calderon, City Clerk

EXHIBIT A

ELECTED OFFICIALS

BIRTH/ADOPTION OF CHILD

1. Card
2. Flowers not to exceed \$75.00

DEATH OF ELECTED OFFICIAL

1. Sympathy Card
2. Flowers or donation to charity not to exceed \$75.00
3. Adjourn Council Meeting in memory
4. Letter to family

CONFINEMENT IN HOSPITAL/HOME DUE TO ILLNESS/ACCIDENT

1. Card (Home)
2. Flowers or fruit basket not to exceed \$75.00

LEAVING OFFICE

1. Proclamation
2. Gift not to exceed \$250.00

CITY COUNCIL ROTATION

1. Outgoing Mayor receives flowers or fruit basket not to exceed \$75.00

DEATH OF MEMBER OF IMMEDIATE FAMILY

1. Sympathy card
2. Flowers or charitable donation not to exceed \$75.00
3. Adjourn council meeting in memory

EXHIBIT B

EMPLOYEES OF CITY OF CLAYTON

BIRTHDAY

1. Card from City Manager

BIRTH/ADOPTION OF CHILD

1. Card
2. Flowers not to exceed \$75.00

DEATH OF EMPLOYEE

1. Sympathy card
2. Flowers or donation to charity not to exceed \$75.00
3. Adjourn council meeting in memory
4. Letter to family

CONFINEMENT IN HOSPITAL/HOME DUE TO ILLNESS/ACCIDENT

1. Card (Home)
2. Flowers or fruit basket not to exceed \$75.00

RETIREMENT - Service or disability retirement

1. Resolution
2. Certificate
3. Plaque
4. Retirement gift not to exceed \$100.00
5. Should employee reach landmark years of service prior to Landmark Recognition Celebration event, retiree will also receive Recognition Gift listed in Exhibit C

DEATH OF MEMBER OF IMMEDIATE FAMILY

1. Sympathy card
2. Flowers or charitable donation not to exceed \$75.00
3. Adjourn council meeting in memory

EXHIBIT C

EMPLOYEE LANDMARK ANNIVERSARY RECOGNITION PROTOCOL

Purpose: The purpose of the Recognition Protocol is to establish procedures in honoring long-term employees for their continued effort, support, and years of service to the City of Clayton. The Program's objective is to improve morale and highlight these exceptional people.

Anniversaries Recognized: 1, 5, 10, 15, 20, and 25 years of full-time service; and upon retirement. Full-time shall be defined as employees who are enrolled in the Public Employees' Retirement System. Part-time employees with full-time equivalent positions shall also be recognized for years of service.

Suggested Awards: The following amounts are established for recognition via a gift card. These amounts may be reduced or eliminated in any year due to financial constraints.

1 year	-	\$ 50.00
5 years	-	100.00
10 years	-	150.00
15 years	-	200.00
20 years	-	250.00
25 years	-	300.00

EXHIBIT D

CITIZENS

BIRTHDAY (100TH)

1. Letter or Proclamation
2. Flowers not to exceed \$75.00

LANDMARK EVENTS/HONORS

1. Letter
2. Resolution or Proclamation
3. Certificate
4. Plaque

EXHIBIT E

VOLUNTEER

DEATH OF VOLUNTEER

1. Letter or card to family
2. Adjourn council meeting in memory

CONFINEMENT IN HOSPITAL/HOME DUE TO ILLNESS/ACCIDENT

1. Card
2. Flowers or fruit basket not to exceed \$75.00

LANDMARK EVENT/Boards and Commissions

A recognition celebration event will be held annually if so determined by the City Manager for that fiscal year. Arrangement details of Celebration shall be governed by reasonable budgetary expenditures.

1. Members leaving their appointment will receive a certificate

LANDMARK EVENT/Volunteers

1. Recognition of volunteers will be determined by the City on a periodic basis.

DEATH OF MEMBER OF IMMEDIATE FAMILY

1. Sympathy card
2. Flowers or charitable donation not to exceed \$75.00
3. Adjourn council meeting in memory



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: August 3, 2021

SUBJECT: Discussion of Rejection of Liability Claim Filed by Maryam Maheri for the Alleged Property Damage.

RECOMMENDATION

Per request of Councilmember Diaz, review rejection of liability claim against the City filed by Maryam Maheri for alleged property damage reportedly occurring on October 25, 2020.

BACKGROUND

On February 16, 2021 the City Council considered a claim related to alleged property damage and rejected the claim received. On March 16, 2021 and May 18, 2021, Councilmember Diaz requested that the rejected claim be brought back to City Council for additional discussion.

DISCUSSION

On November 10, 2020 the City received a liability claim filed by Ms. Maryam Maheri, related to alleged property damage. The City is self-insured for general liability purposes and the Municipal Pooling Authority of Northern California administers the insurance program. On November 12, 2020 this liability claim was transmitted to the Municipal Pooling Authority for processing and investigation.

Liability adjusters for the Municipal Pooling Authority reviewed the claim. Following their review, the Municipal Pooling Authority advised the City to deny the claim and issue a notice of rejection to the claimant. On February 16, 2021, the City Council denied the claim.

FISCAL IMPACT

None related to the discussion; unknown impact if any action is directed.

Attachments:

1. Staff Report of February 16, 2021 including copy of claim
2. Initial MPA Review of Claim
3. MPA Notification to Claimant Regarding Denial of Claim



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk

DATE: February 16, 2021

SUBJECT: Rejection of Liability Claim Filed by Maryam Maheri for the Alleged Property Damage.

RECOMMENDATION

Approve the denial of liability claim against the City filed by Maryam Maheri for alleged property damage reportedly occurring on October 25, 2020.

BACKGROUND

On November 10, 2020 the City received a liability claim filed by Ms. Maryam Maheri, related to alleged property damage. The City is self insured for general liability purpose and the Municipal Pooling Authority of Northern California administers the self-insured program. On November 12, 2020 this liability claim was transmitted to the Municipal Pooling Authority for processing and investigation.

Liability adjusters for the Municipal Pooling Authority reviewed the claim. Following its review the Municipal Pooling Authority has advised the City to deny the claim and issue a notice of rejection to the claimant.

FISCAL IMPACT

None.

Attachment: Copy of Claim (11 pages)

CLAIM PRESENTED TO THE CITY OF CLAYTON

Please read the instructions on the back before completing.

FORM 4.1

1. Claimant's Name: (Please Print)

marham maheri

Claimant's Address:

1152 Peacock Creek Dr Clayton CA

City, State, Zip:

clayton CA 94517

Day Phone: (510) 502-1455

Eve: (925) 818-8068

Reserved for Filing Stamp

RECEIVED

NOV 10 2020

City of Clayton
City Claim No.:

2. When did the damage or injury occur?

Month: october Day: 25th Year: 2020 Time: 11:30 a.m. or p.m. (p.m.)

Police Report No.: 2090475

3. At which location did the damage or injury occur?

5838 clayton RD clayton CA 94517

4. a. What happened and why is the City responsible?

The city tree fell over the fence and roof and broke all the fence and electric gate and part of the roof.

b. Name and position of responsible City Employee(s), if known:

5. What damage or injury occurred?

The city tree fell and broke all the fence and electric gate and part of the roof.

6. Claim amount (only if less than \$10,000):

If the amount exceeds \$10,000, please check the court for appropriate jurisdiction:

☒ Municipal Court (claims up to \$25,000) ☐ Superior Court (claims over \$25,000)

7. How did you arrive at the amount claimed? Please attach documentation.

I got 3 Estimate For The Roof and 3 For the Fence, but not all of them doing The sliding electronic gate except one of them, The other 2 company's Estimate excludes The sliding gate

8. I declare under penalty of perjury under the laws of the State of California that the following information is true and correct, and that this declaration was executed on 25 October 2020 at 5838 clayton RD CA 94517

maheri

clayton

Signature of Claimant or Representative

9. Official Notices and Correspondence

If represented by an insurance company or an attorney, please provide the information requested below:

Name and Capacity: (please print)

Address:

City, State, Zip:

Daytime Phone:

Evening:

PRESENTING A CLAIM TO THE CITY OF CLAYTON

- ⇒ PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
⇒ YOU MUST COMPLETE EACH SECTION OR YOUR CLAIM MAY BE RETURNED TO YOU AS INSUFFICIENT.
⇒ THE FOLLOWING PROVIDES SPECIFIC INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM.

1. **NAME AND MAILING ADDRESS OF CLAIMANT** – State the full name and mailing address of the person(s) claiming damage or injury. Please include a daytime and evening telephone number.
2. **WHEN DID THE DAMAGE OR INJURY OCCUR?** – State the exact month, date, year, and approximate time (if known) of the incident which caused the alleged damage/injury.

Under State law, claims relating to causes of action for personal injury, wrongful death, property damage, and crop damage must be presented to the City of Clayton no later than six months after the incident date. Please note that evidence of “**presentation**” includes a clear postmark date on an envelope, or a certification of personal service, or service by mail.

When filing a claim beyond the six-month period, you must explain the reason the claim was not filed within the six-month period. This explanation is called “**application for leave to present a late claim**”. In considering your claim, the City will first decide whether the late claim application should be granted or denied. (See Government Code Section 911.4 for the legally acceptable reasons a claim may be filed late.) Only if your late claim application is granted will the City then consider the merits of your claim.

Claims relating to any cause of action other than personal injury, wrongful death, property damage, and crop damage must be presented no later than one year after the incident date. (See Government Code Section 911.2).

3. **AT WHICH LOCATION DID THE DAMAGE OR INJURY OCCUR?** – Please include street address, city, county, intersection, etc. If possible, also include the Police Report number.
4. **WHAT HAPPENED AND WHY IS THE CITY RESPONSIBLE?** – Please explain the circumstances that led to the alleged damage or injury. State all facts which support your claim with the City and why you believe the City is responsible for the alleged damage or injury. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.
5. **WHAT DAMAGE OR INJURY OCCURRED?** – Provide in full a detailed description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)
6. **CLAIM AMOUNT:** - State the specific total dollar amount you are claiming as result of the alleged damage/injury. If damage/injury is continuing or is anticipated in the future, indicate with a “+” following the dollar figure if \$10,000 or under. If the total dollar amount is unspecified or exceeds \$10,000, designate the appropriate court jurisdiction for the claim.
7. **HOW DID YOU ARRIVE AT THE AMOUNT CLAIMED?** – Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future anticipated expenses. If you have supporting documentation (i.e., bills, payment receipts, cost estimates) please attach copies of them to your claim.
8. **SIGNATURE:** - The claim must be signed by the claimant or by the attorney/representative of the claimant. The City will not accept the claim without a property signature. Government Code Section 910.2 provides: “The claim shall be signed by the claimant or by some person on his/her behalf.”
9. **OFFICIAL NOTICES AND CORRESPONDENCE -** Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, only if other than claimant. Please provide telephone numbers for the representative, if applicable.

- ⇒ SUBMIT COMPLETED AND RELATED DOCUMENTATION TO: The City Clerk of the City of Clayton. Personal service of claims can be accomplished during regular City business hours (9:00 a.m. to 5:00 p.m.), Monday through Friday (excluding City holidays).
- ⇒ If you wish to receive a stamped copy of your claim, return the form to the City Clerk with a cover letter along with a stamped, self addressed envelope informing the City of your request.
- ⇒ You will receive a letter from the Risk Management Office indicating your claim has been received and is being investigated. You will receive an explanation of the investigation results within 45 days in most instances.

If, after reading these instructions, you have questions or need additional information regarding the filing of a claim with the City Clerk of Clayton, please contact the City Clerk’s staff at (925) 673-7304.

THANK YOU!

Sf bay automatic gates

701 king row san jose 95112

4157679183

www.sfbay-automaticgates.com

Davidcoeper@gmail.com

ESTIMATE

EST0112

DATE

11/05/2020

TOTAL

USD \$31,134.60

TO

Marwiam

5838 Clayton Road Clayton California 94517

📞 15105021455

📠 19258188068

maryam.maheri@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Single swinging gate Provide and install 16'x7' single swinging gate. Provide and install heavy duty hinges. Provide and install two steel powder coated posts. Same design as the customer choose. Powder coated finish. Backup battery system. Including all hardware and installation. 10 Years warranty for parts and labor.	\$7,765.10	1	\$7,765.10
Swinging gate operator Provide and install swinging gate operator. Provide and install safety sensor.	\$4,392.13	1	\$4,392.13

Provide and install long range receiver.

Provide and install 2 remote control.

Provide and install 4 digit code keypad.

Backup battery system.

Including all hardware and installation.

7 Years warranty for parts and labor.

Wood fence

\$16,730.64 1 \$16,730.64

Provide and install 135'x7' wood fence.

same design as the costumer choose.

Color as the customer choose.

Provide and install powder coated posts.

Including all hardware and installation.

8 Years warranty for parts and labor.

Pedestrian gate

\$2,246.73 1 \$2,246.73

Provide and install 4'x7' pedestrian gate.

Provide and install heavy duty hinges.

Provide and install keylock.

Provide and install two steel powder coated posts.

Including all hardware and installation.

7 Years warranty for parts and labor.

TOTAL USD \$31,134.60





Fresh Coat Restoration

New Builds & Restoration

- Decks
- Custom Iron
- Fences
- Staining
- Arbors
- Repairs

111 Arthur Road
Martinez, CA 94553
Telephone: 925.655.7528
Freshcoat.office@gmail.com
Freshcoatrestoration.com
Lic #962764

Job Name MARYAM MAHERIE

Date 11/03/2020

Job Location 5838 CLAYTON RD

Phone 925-818-8068

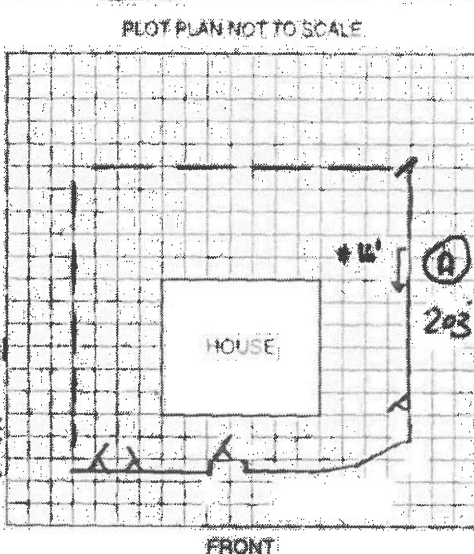
Job City CLAYTON

Zip Code 94517

Email MARYAM.MAHERIE@gmail.com

1. REMOVE EXISTING AS NEEDED REASON FOR REPLACEMENT FAILURE
2. INSTALL NEW PRESSURE TREATED POSTS IN 36" OF CONCRETE AT APPROX. 8' ON CENTER: ☐ 4x4 ☒ 4x6 ☐ 6x6
3. INSTALL KICKBOARD ☒ YES ☐ NO SIZE 2x8 PT INSTALL BULKHEAD ☐ YES ☒ NO SIZE 2x8
4. INSTALL ☒ NEW 2x4 REDWOOD RAILS ☒ CON COMMON ☐ CON HEART
5. INSTALL ☒ NEW 1x8 REDWOOD FENCE BOARDS ☒ CON COMMON ☐ CON HEART ☐ CLEAR (SIDE)
6. INSTALL ☒ NEW 1x4 TRIM ☒ CON COMMON ☐ CON HEART / POST TRIM ☒ YES ☐ NO
7. INSTALL 4 ☒ NEW FIAT sliding GATES: GATE POST SIZE: ☒ 4x4 ☒ 4x6 ☐ 6x6 ☒ METAL POST
8. FENCE TOP TO: ☒ RUN LEVEL ☒ CONTOUR ☒ STEP WITH THE SLOPE OF THE GROUND
9. OPTION: SEAL AND PROTECT FENCE FOR AN ADDITIONAL 5.00 LN. FT. ONE SIDE OF FENCE / 8.00 LN. FT. BOTH SIDES OF FENCE

REMOVE AND REPLACE
APX 203' OF PICTURE FRAME
BOARD ON BOARD w/ 2x8
DOUG FIR PT KICKBOARDS
AND 4x6 DOUG FIR PT
POSTS SET 36" DEEP IN
MAX STRENGTH CROWNED
CONCRETE APX 7' HIGH
w/ (2) SINGLE GATES FOR W/
FABRICATE (1) 16' SLIDING
GATE w/ 2x2 STEEL FRAME
4x4 STEEL POSTS, V TRACK
3 HEAVY DUTY ROLLERS



(1) DOUBLE SWING
15' RV GATE, w/ 2x2
STEEL FRAME & STEEL POSTS
APX 7' HIGH
24,898
OPTION 8' HIGH
w/ 6x6 PT POSTS & 2x6
RAILS
28,755

FENCING TOTAL	PRICE T
SAP (NOT INCLUDED)	SEE #9
FINAL TOTAL	\$

PLEASE NOTE THE FOLLOWING:

1. All vegetation to be removed from fence prior to start (24")
2. Fresh Coat Restoration is not responsible for hauling and removing existing dirt.
3. Some cities and counties require a permit for fence over 6' in height. It is the responsibility of the customer to obtain the permit should one be required. Fresh Coat Restoration is not responsible for the height of the fence if a permit is needed, but not obtained.

PAYMENT IS DUE UPON COMPLETION FROM CONTRACTED CUSTOMER & SHARED NEIGHBOR.

3.5% convenience fee will be charged with all card transactions

SUBMITTED BY: COPEY MYLE HAN 925 964 5277

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

PLEASE READ BOTH FRONT AND BACK OF CONTRACT BEFORE SIGNING

ACCEPTANCE OF PROPOSAL: By signing, you agree to the above prices, specifications and conditions put forth on the front and back of this proposal. You are authorizing Fresh Coat Restoration to do the work specified. Payment will be made as outlined above. Once signed, this proposal becomes a legal binding contract.

Acceptance (Signature) _____

Date _____

Acceptance (Signature) _____

Date _____

USING FCR MILL DIRECT THICK CUT REDWOOD, 16" TOP RAILS, HOU NAILS, 1x4 TRIM & 1x1 POST TRIM



A&J FENCING



Lic.# 874803-B & C13

FOLLOW US ON
FACEBOOK & TWITTER



A Division of California Lumber Company, Inc.

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AUTOMATIC GATES • RETAINING WALLS

2336 Bates Ave.

Concord, CA 94520

Tel: (925) 939-2105

Fax: (925) 939-2108

www.AandJFencing.com

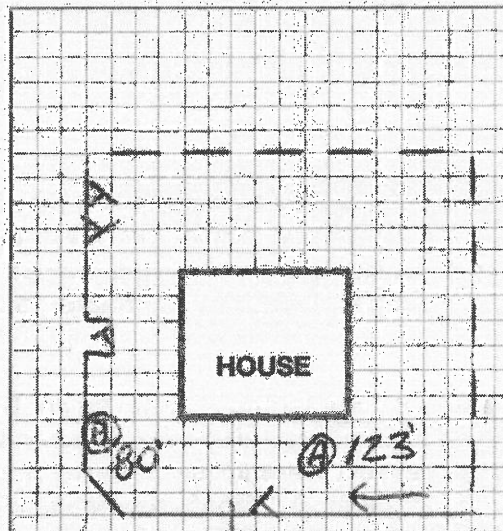
PROPOSAL

JOB NAME MARYAM MAHERI DATE 11/6/2020 JOB LOCATION 5838 CLAYTON ROAD
JOB CITY CLAYTON PHONE # (510) 502/1455 CUSTOMER EMAIL maryam.maheri SOURCE GOOGLE

- 1 REMOVE EXISTING AS NEEDED LN. FT. OF FENCE HAUL OFF PROPERTY BY CONTRACTOR
- 2 INSTALL NEW PRESSURE TREATED POSTS IN 30" OF CONCRETE AT APPROX. 8' ON CENTER ☐ 4X4 ☐ 4X6 ☒ 6X6
- 3 INSTALL KICKBOARD ☒ YES ☐ NO SIZE 2X8 PT INSTALL BULKHEAD ☐ YES ☒ NO SIZE -
- 4 INSTALL ☒ NEW 2X6 REDWOOD RAILS ☒ CON COMMON ☐ CON HEART
- 5 INSTALL ☒ NEW 1X8 REDWOOD FENCE BOARDS ☒ CON COMMON ☐ CON HEART ☐ CLEAR
- 6 INSTALL ☒ NEW 1X4, 2X4 TRIM ☒ CON COMMON ☐ CON HEART POST TRIM ☒ YES ☐ NO
- 7 INSTALL ☒ NEW RAW, 2X GATES GATE POST SIZE ☐ 4X4 ☐ 4X6 ☒ 6X6 ☒ 5X5 METAL POST
- 8 FENCE TOP TO: ☒ RUN LEVEL ☒ CONTOUR ☒ STEP WITH THE SLOPE OF THE GROUND
- 9 OPTION: SEAL AND PROTECT FENCE FOR AN ADDITIONAL \$5 LN. FT. ONE SIDE OF FENCE #0 LN. FT. BOTH SIDES OF FENCE

(A) REMOVE AND REPLACE
APX (123') STYLE PICTURE
FRAME BOARD ON BOARD
FINISH HEIGHT 8' APX.
6X6 DOUGLAS FIR PT POST 30"
CROWNED CONCRETE, 2X6 RAILS,
2X4 KEEPERS, 1X4 TRIM
(16') SLIDING GATE 8' FINISH
(B) SAME AS (A) APX (80')
WITH (14') RU STEEL FRAME
SLIDING GATE

PLOT PLAN NOT TO SCALE



FRONT

(A) \$19,820
(B) \$9950

FENCING TOTAL \$SEE ABOVE
EXTRA COST FOR S&P OPTION:
S&P SEE #9 \$
FINAL TOTAL \$

WAIVER OF RESPONSIBILITY: A & J FENCING HOLDS NO LIABILITY FOR LANDSCAPING, DRAIN, SPRINKLER, ELECTRICAL, NATURAL GAS, TELEPHONE, PROPERTY LINES, CRACKS OR SPLITTING OF WOOD MATERIALS, UNLESS CRACKS ARE MORE THAN 1" WIDE. BY SIGNING THE ACCEPTANCE PORTION YOU HAVE READ AND UNDERSTAND ALL THE ABOVE TERMS AND CONDITIONS. ALL OF THE ABOVE WORK TO BE COMPLETED IN A WORKMANLIKE MANNER.

NOTE: SOME CITIES AND COUNTIES REQUIRE A PERMIT FOR FENCES OVER 6' IN HEIGHT. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO OBTAIN THE PERMIT SHOULD ONE BE REQUIRED. A & J FENCING IS NOT RESPONSIBLE FOR THE HEIGHT OF THE FENCE IF A PERMIT IS NEEDED BUT NOT OBTAINED.

A & J FENCING IS NOT RESPONSIBLE FOR HAULING AND REMOVING EXISTING DIRT.

INITIAL:

INITIAL:

INITIAL:

PAYMENT IS DUE UPON COMPLETION FROM CONTRACTED CUSTOMER & SHARED NEIGHBOR.

SPECIAL ORDERS REQUIRE A 10% DEPOSIT. A 3.5% CONVENIENCE FEE WILL BE CHARGED WITH ALL CREDIT CARD TRANSACTIONS.

SUBMITTED BY: SEAN GENTILE (415) 874/9050

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS

STOP! PLEASE READ FRONT AND BACK OF CONTRACT BEFORE SIGNING

Acceptance of Proposal: By signing you agree to the above prices, specifications and conditions put forth on the front and back of this proposal. You are authorizing A&J Fencing to do the work specified.

Payment will be made as outlined above. Once signed this proposal becomes a legal binding contract.

Signature: _____ Signature: _____

Date of Acceptance: _____

General Terms and Conditions

Access: Customer will provide access through own property or through an adjacent property for contractor's normal construction equipment, material and employees to do the work at no cost to A&J Fencing. A&J Fencing will not be responsible for property damage or other material which is in the path of the access provided by the customer, either above or below the ground, including but not limited to landscaping, irrigation, drains, sewer, telephone, gas, cable lines or electrical lines. A&J Fencing will need access to electrical outlets on property and any adjacent properties to commence work. Customer agrees that job site will be in condition to work on the start date.

Your Responsibilities: You agree to pay A&J Fencing for installing according to the terms and conditions of this agreement. If your service address is subjected to any easements, covenants, or legal encumbrances that could affect installation, you agree to let A&J Fencing know about them before installation. You agree to facilitate the location of underground utility lines. You agree that A&J Fencing holds no liability for property lines, easements, landscaping, landscaping lighting, sprinklers, drains/ water lines, driveways, walks, curbs, concrete, sewer, natural gas, cable lines or telephone lines. You agree to ensure that work areas are free of preexisting hazards, i.e: unsafe physical conditions or environmental hazards and building/ zoning code violations. You agree to allow A&J Fencing access to work areas during working hours. You agree to provide power and water to work areas. You agree not to allow unattended minors at your service address while A&J Fencing is present. You agree to control pets and keep them away from work areas. A&J Fencing is not responsible for any expenses incurred, or liabilities arising from the loss of power or utilities at or surrounding the work area. You agree that if you, or anyone else, interferes with or delays installation, you will be subjected to transportation/ storage and labor charges at the cost of \$50.00/hr or \$250 per day. You agree that all and any clean-up, moving of personal property or furniture or other work necessary to commence construction will be your responsibility. You agree to detach and reattach anything on your fence, i.e: ornaments, vines, lattice, etc. You agree that any claims against A&J Fencing under this agreement should be made to A&J Fencing within fifteen (15) calendar days of the date you first became aware of a problem. A&J Fencing will attempt resolution of any claim within thirty (30) calendar days of receiving your notice. You agree that this contract is with you the homeowner only. We will not enter into addition contracts on the same address, nor be responsible for collecting money from neighbors.

Change Orders: A&J Fencing at your request may arrange to perform additional work subject to a change order, subject to additional charges then what was originally agreed upon. Any unforeseen debris underground that delays progress of work, can and will result in a change order.

Liens: Note to Owner: Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material man or any other person who helps to improve your property and is not paid for his labor, service or material, has a right to enforce his claim against your property. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar board; CSLB PO Box 26000, Sacramento, CA 95826. 1(800)321-CSLB (2752) www.cslb.ca.gov

Warranty: A&J Fencing warrants the workmanship of the installation of gates for on (1) year from completion date, labor inclusive. A&J Fencing warrants pressure treated posts and kickboards, found upon examination to be rotted, for seven (7) years, to the original purchaser, labor excluded. This warranty does not cover damage caused by abuse, misuse, neglect, improper care/ cleaning, or excessive watering. A&J Fencing will and does not assign any manufacturer warranties to customers or any materials which are or become defective and customer agrees to look solely to the manufacturer for any claims that the materials are defective. Customer acknowledges that wood, by its nature, has knots, will crack, discolor, expand and/ or shrink, bow and twist and agrees that A&J Fencing is not responsible for or obligated to correct these conditions. In addition, customer acknowledges that due to lumber dimension and customer ground conditions which may require the fence to slope, fence height measurements on contract descriptions are not exact and can differ by several inches depending on various conditions stated above. It is also understood that wood is a natural product and material will vary in color, texture and dimensions. All lumber will sometimes have marks on them from the mill and this is not a defect.

Cancellation: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO A&J FENCING BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING.

Special Order Cancellation such as Ornamental Iron, Composite decking, or special order wood is no refundable to us. If possible A&J Fencing will return merchandise with a restocking fee of up to 35% of purchase price that you will be responsible for. In the event that the merchandise cannot be returned, you will be responsible of the entire purchase price. For all Redwood Fencing projects restocking fees will be assessed as needed.

Payment: You agree to pay A&J Fencing according to the terms and conditions of this agreement. Payment is due upon completion of work or as stated on your contract. We gladly accept Visa, MasterCard, Discover, Cash, and Personal Check.

***Fence heights are approximate and vary slightly based on lumber dimensions.**

Contractor's License No. 583533

MORTENSEN ROOFING AND GUTTERS, INC.

4010 Folsom Court
Concord, CA 94520

Phone (925) 685-4613

Fax (925) 798-5093

mortensenroofing@att.net

PROPOSAL AND CONTRACT

NAME: Fatemeh Gazerani
ADDRESS: 1152 Peacock Creek Drive Clayton CA 94517
JOB ADDRESS: 5838 Clayton Road Clayton CA 94517
DATE: 10/30/2020

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in good workmanlike manner the following:

1. Remove shingles in front to replace damaged 1x6 (12 feet), 1x8 V Rustic (16 feet), 1x10 V Rustic (16 feet) of roof deck. Re-install new roof shingles over affected areas.
2. Remove damaged 50 foot piece of seamless gutter and 18 foot piece of seamless gutter in front. Replace approximately 20 feet of damage 2x8 (Spruce fascia). Install new matching gutter in front. Install one new downspout.
3. Remove resulting debris from premises.
Three thousand two hundred fifty dollars (\$3,250.00)

Respectfully submitted,

By 

JOHN MORTENSEN

PAGE 2 OF PROPOSAL AND CONTRACT FOR:

NAME: Fatemeh Gazerani
ADDRESS: 1152 Peacock Creek Drive Clayton CA 94517
JOB ADDRESS: 5838 Clayton Road Clayton CA 94517
DATE: 10/30/2020

TO ACCEPT PROPOSAL PLEASE SIGN THIS PAGE AND RETURN

1. Remove shingles in front to replace damaged 1x6 (12 feet), 1x8 V Rustic (16 feet), 1x10 V Rustic (16 feet) of roof deck. Re-install new roof shingles over affected areas.
2. Remove damaged 50 foot piece of seamless gutter and 18 foot piece of seamless gutter in front. Replace approximately 20 feet of damage 2x8 (Spruce fascia). Install new matching gutter in front. Install one new downspout.
3. Remove resulting debris from premises.
Three thousand two hundred fifty dollars (\$3,250.00)

Any alterations or deviation from the above, involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above.

In the event that it becomes necessary to institute suit or to employ an attorney to collect any payment or payments due the

undersigned for labor or materials furnished under this agreement or any modification thereof, then you shall be liable to the undersigned for court costs and attorney's fees; said attorney's fees shall be in an amount equal to one-third of the amount for which recovery is prayed. Any amount not paid when due shall bear interest at the rate of 18% per year from the date due until paid.

Terms of payment shall be as follows: UPON COMPLETION; WE DO NOT ACCEPT CREDIT CARDS

This proposal is void if not accepted within 10 WORKING DAYS.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

ACCEPTED AND AUTHORIZED BY

SIGNED

Dated , 2020

Notice to Owner: You have the right to cancel contract within three (3) days of signing. You may contact the Contractors State License Board to find out if this contractor has a valid license. The board has offices throughout California. Please check the government pages of phone book for the office nearest you or call 1-800-321-CSLB for more information.

**Contractor's License No. 583533
Office-(925) 685-4613 Fax -- (925) 798-5093**

**4010 Folsom Court
Concord, CA 94520**

mortensenroofing@att.net

ELLIOTT & SON ROOFING CO.

936 Detroit Ave., #K, Concord, CA 94518

elliottoffice@sbcglobal.net

Since 1926

(925) 676-5085 ph / (925) 676-5377 fx

License No. 528046

Requested By: Maryam Maheri
5838 Clayton Road
Clayton, CA 94517

Date: 11/5/2020
Phone: 925-818-8068

Bldg. Use: 1 Story Residential

Roof Type: Comp

Pursuant to your request, I submit the following:

1. On eave where tree damaged gutters, fascia board, roof sheeting, soffit boards and shingles remove shingles and underlayment from roof area.
Remove gutter sections and fascia boards.
Remove soffit boards and roof sheeting.
Install new primed 1"x10" Vrustic and new primed 1"x8" Vrustic soffit boards.
Install new primed 2"x8" fascia board.
Install new 1"x8" roof sheeting.
Install new 5 1/2" fascia style seamless prepainted white aluminum gutters.
Install new double layer of 30lb underlayment at roof deck tying into existing.
Install new starter strip.
Install new shingles tying into existing to match as close as possible.

Remove all job debris.

Price for the above: **\$3,140.00**

Price is valid for 30 days from date of proposal.

Terms: Payable upon completion.

There is a **2** year workmanship guarantee on work performed by this company only. If a leak should occur during the guarantee period we will repair it free of charge, however, we will not be responsible for interior water stains, etc.

This proposal is an opinion only, not a guarantee. Neither Elliott and Son Roofing Company nor the person submitting the proposal are responsible for the condition of the roof or structural integrity of home/roof/deck.

Submitted by: _____
Charles T. Downs, Sr.

Accepted by: _____

Date: _____

Cornell Roofing Co., Inc.

3291 Monument Way Concord, Ca. 94518

Phone (925) 682-3473 Fax (925) 682-5865

License # 486563

November 3, 2020

Maryam Maneri
5838 Clayton Rd
Clayton, Ca 94517

Re: Roof Repair

Dear: Maryam

Perform the following roof repair at the address listed above.

- 1) In front where roof is damaged from the tree, replace 2 bottom boards approx. 18' long.
- 2) Replace 1 fascia board approx. 18' long.
- 3) Replace 16' of sheeting board.
- 4) Install new shingles & paper where damaged area is located approx. 50sq feet.
- 5) Color of shingles to be Slate, (Color may vary from original).
- 6) Replace 62' of gutter & 1 new downspout. (color of gutter is white).
- 7) Clean up and haul away all workman's debris.

**THIS WORK WARRANTS NO GUARANTEE AGAINST
FURTHER LEAKAGE**

PRICE \$ 2,250.00

X _____
AUTHORIZATION:

X _____
Date:
Phone:

Clint D. White
President
Cornell Roofing Co., Inc.

Contractors Invoice

WORK PERFORMED AT:

TO: *Maryam Maheri*

5838 Clayton Rd Clayton CA

CA 94517

US Accurate

925-690-7429

DATE *11/02/2020*

YOUR WORK ORDER NO.

12162020

OUR BID NO.

12160

DESCRIPTION OF WORK PERFORMED

Removing the broken fence and dumping *\$350.00*

temporary posts and plywoods installation to *\$850.00*

Protect Property.

All required materials to cover 50' l.f fence *\$560.00*

\$1760.00

US Accurate Construction

lic# 1034340

Fred Soto
11/02/2020

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of *\$1760.00*

one thousand seven hundred sixty Dollars (\$ *1760*).

This is a ☐ Partial ☒ Full invoice due and payable by:

11
Month

02
Day

2020
Year

in accordance with our ☒ Agreement ☐ Proposal

No. *12160*

Dated

11
Month

02
Day

2020
Year

BY E-MAIL

January 27, 2021

Janet Calderon [jcalderon@ci.clayton.ca.us]
Reina Schwartz [rschwartz@ci.clayton.ca.us]
City of Clayton

RE: CLAIMANT: Maryam Maheri
CLAIM NO.: GL-014094
DATE OF LOSS: 10/25/2020

Dear Janet and Reina:

This letter will serve as my initial report concerning this claim.

REQUEST FOR CITY ACTION:

Please issue a Notice of Rejection and provide us with a copy for our records.

LOSS LOCATION:

5838 Clayton Road, Clayton, California.

INCIDENT SUMMARY:

Tree fell, damaging fence, electric gate and part of roof.

DEPARTMENT INVOLVED:

Public Works

CO-DEFENDANT:

Possibly Waraner Brothers Tree Service

FACTS OF INCIDENT:

During the night of October 25, 2020, a city tree fell over the fence and roof, damaging the fence, electric gate and roof of the claimant's home. Winds that night were as high as 30 mph.

(<https://www.timeanddate.com/weather/usa/concord-ca/historic?month=10&year=2020>)

Maintenance Supervisor Jim Warburton confirmed that the subject tree, a California pepper, is a City tree and estimates its age at the time it fell as about 120 years.

Maintenance Records indicate that Waraner Bros Tree Service had trimmed the tree



(primarily for traffic light clearance) on 7/29/17, 8/26/19 and 2/11/20. On 10/26/20, Waraner Bros. Tree Service removed the tree. Notes indicate this was “emergency work” and characterized it as “storm damage.”



There are no known issues with this species of tree, and the City has no record of prior complaints that this tree was in jeopardy of falling or required maintenance.

Mr. Warburton believes the tree had significant root rot, but this was not visible until after the tree fell. Until that time, the tree appeared healthy, and many other California pepper trees in Clayton are doing very well.

EVALUATION OF LIABILITY:

In order for a public entity to be considered liable for this type of incident, there must be a dangerous condition present as defined in Government Code 830(a). Government Code Section 835(b) clarifies that public entities must also be on notice of the dangerous condition with adequate time to address it prior to the incident for there to be liability. In this case, the City had no prior complaints that the tree needed maintenance, it has a reasonable system in place for inspecting and maintaining its trees, and it has regularly trimmed the tree. Although there was root rot, this was not visible until the tree fell. The tree appeared healthy prior to falling. We find it was not any negligence on the part of the City that caused the tree to fall. Instead the 30 mph winds on the night of the incident were the proximate and primary cause that the tree fell. We therefore recommend that the City reject this claim.

DAMAGES:

Roof and gutter repairs	\$3,250.00
Fence and gate replacement	\$10,000.00 (2/3 depreciation applied)

The claimant provided three estimates for the fence and gate replacement, with \$30,000.00 being the approximate average. Reviewing Google Street View images, it appears the claimant’s fence was replaced sometime between August 2007 and May 2011. A wood fence has an average expected lifespan of about 15 years. If the fence was built in 2010, it had about five years, or one-third of its expected lifespan, remaining. Damage to the fence and gate should therefore be depreciated by 2/3.

Starting in February 2018, images show a 2'x4' propped up against the fence as if to stop it from leaning, so this fence may already have been beginning to fail.



RESERVES:

Precautionary reserves have been placed at \$1.00.

CLAIMANT DATA:

Maryam Maheri
1152 Peacock Creek Dr.
Clayton, CA 94517
W: 510-502-1455
H: 925-818-8068
Maryam.Maheri@gmail.com

Sincerely,

Karisa Bohon
Liability Claims Adjuster
(925) 482-0004 Direct
kbohon@mpa-nc.com

BY E-MAIL

February 18, 2021

Maryam Maheri [Maryam.Maheri@gmail.com]
1152 Peacock Creek Dr.
Clayton, CA 94517

RE: CLAIM NO.: GL-014094
OUR PRINCIPAL: City of Clayton
DATE OF LOSS: 10/25/2020

Dear Ms. Maheri:

The City of Clayton is self-insured, and this agency administers its self-insured program. The claim you filed was assigned to me for investigation. Please address any future correspondence to my attention.

In order for a public entity to be considered liable for this type of incident, there must be a dangerous condition present as defined in Government Code 830(a). Government Code Section 835 further explains:

Except as provided by statute, a public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, and that either:

- (a) A negligent or wrongful act or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or
- (b) The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

In this case, our investigation found that a dangerous condition of the subject tree was not the proximate cause of the tree failure that damaged your property. Rather, a storm with winds as high as 30 mph caused the tree to fall. Even if the tree was in poor condition, the City did not have prior notice. The tree appeared healthy, and City records indicate it had been visually inspected and trimmed on 7/29/17, 8/26/19 and 2/11/20, so we do not find negligence on the part of the City. When the City contractor removed the tree on 10/26/20, their notes classified this as emergency work due to storm damage.

As a result, the City—although sympathetic to your loss—has rejected your claim. Under separate cover, you will be receiving a Notice of Rejection of your claim from the City of Clayton. The City will defend itself in court should it prove to be necessary.

If you have any questions, please call or e-mail me.

Sincerely,



Karisa Bohon
Liability Claims Adjuster

cc: City of Clayton



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina J. Schwartz, City Manager

DATE: August 3, 2021

SUBJECT: Update to Recognition of Cultural Heritage Months and Other Significant Celebrations

RECOMMENDATION

Staff recommends the City Council receive information, discuss and provide direction to staff regarding future Cultural Heritage and Other Significant recognitions.

BACKGROUND

At the City Council meeting on February 16, 2021, the Council discussed recognition of a series of Cultural Heritage months. At that meeting staff was directed to work with Councilmember Tillman to create a consolidated list of celebration events and bring it back to City Council for further direction. At the City Council meeting on April 6, 2021, the Council added Peace Officers Memorial Day (May 15th) with National Police Week, Portuguese Heritage Month in June, Columbus Day (October 11th), and Dutch American Heritage Month in November.

DISCUSSION

Across the country many jurisdictions recognize and celebrate the heritage of different cultures through various mechanisms as well as recognizing other significant celebrations. These mechanisms may include Proclamations, festivals or other means of highlighting the diversity of a community, region, state or the country.

Attachment 1 to this report includes an updated list of Cultural Heritage Months and Other Significant Celebrations based on the discussion at the April 6th Council meeting. Since the April 6th meeting, three requests have been made relative to the list of recognitions:

- At the Council meeting of April 20, 2021; Councilmember Tillman – consider removing Columbus Day as it is already a federally recognized holiday.

- At the Council meeting of April 20, 2021; Councilmember Diaz – consider adding Cesar Chavez day (3/31). Cesar Chavez day is a California State Holiday but not a federally recognized holiday.
- At the Council meeting of May 4, 2021; Councilmember Tillman – requested adding Armenian Genocide Remembrance Day (4/24).

The item this evening is brought forward for the Council to discuss and provide direction on these potential changes to the list of Cultural Heritage Months and Other Significant Celebrations. Additional changes can be made at any point in the future at the Council's direction as well.

FISCAL IMPACTS

Unknown at this time if there would be any fiscal impacts.

ATTACHMENTS

Attachment 1: Updated List of Cultural Heritage Months and Other Significant Celebrations (080321)

Cultural Heritage Months and Other Significant Celebrations

- [African American History Month](#) (February)
National African American History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our Nation's history.
- [Irish-American Heritage Month](#) (March)
Irish-American Heritage Month is a month to celebrate the contributions which Irish-Americans have made to the United States.
- [Women's History Month](#) (March)
Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States.
- [Cesar Chavez Day \(March 31\)](#)
Cesar Chavez Day is always celebrated on his birthday, March 31st. President Barack Obama declared Cesar Chavez Day a national holiday in 2014. It is not a federal holiday, but is a state holiday in California. It is either an optional or commemorative day in nine other states - Arizona, Colorado, Illinois, Michigan, New Mexico, Texas, Utah, Wisconsin and Rhode Island.
- [Autism Acceptance Month](#) (April)
During the month of April, join autistic individuals, their families, and those who support them to increase public acceptance and appreciation of the diverse range of abilities and talents autistic individuals possess.
- [Arab-American Heritage Month](#) (April)
During the month of April, Arab America formally recognizes the achievements of Arab Americans through the celebration of National Arab American Heritage Month (NAAHM).
- [Earth Day](#) (April 22)
Every year on April 22, Earth Day marks the anniversary of the birth of the modern environmental movement in 1970.
- [Armenian Genocide Remembrance Day \(April 24\)](#)
Each year on this day, we remember the lives of all those who died in the Ottoman-era Armenian genocide and recommit ourselves to preventing such an atrocity from ever again occurring.
- [Law Day](#) (May 1)
Law Day is a national day to celebrate the rule of law and its contributions to the freedoms Americans enjoy.
- [Cinco de Mayo](#) (May 5)
Cinco de Mayo, or the fifth of May, is a holiday that celebrates the date of the Mexican army's May 5, 1862 victory over France at the Battle of Puebla during the Franco-Mexican War.
- [Armed Services Day](#) (May 15)
Armed Forces Day on the third Saturday in May pays tribute to the military personnel serving in the United States Armed Forces. The celebration takes place each year during Armed Forces Week.
- [Peace Officers Memorial Day and Police Week](#) (May 15)

Peace Officers Memorial Day and Police Week is an observance in the United States that pays tribute to the local, state, and federal peace officers who have died, or who have been disabled, in the line of duty.

- [Asian Pacific Heritage Month](#) (May)
Asian/Pacific American Heritage Month is a month to celebrate the contributions Asian/Pacific Americans have made to American history, society and culture.
- [Jewish American Heritage Month](#) (May)
Jewish American Heritage Month is a month to celebrate the contributions Jewish Americans have made to America since they first arrived in New Amsterdam in 1654.
- [Juneteenth](#) (June 19)
Juneteenth is tied to the story of enslaved Black people in Galveston, Texas, learning that they had been emancipated, close to two and a half years after the Emancipation Proclamation had formally been put into place. So, it commemorates the end of racial chattel slavery across the United States.
- [Portuguese Heritage Month](#) (June)
Portuguese presence in California predates the establishment of California as a State in the Union. Still today, Portuguese Americans in California continue to play an important role in agriculture and dairying, as proprietors and innovators.
- [Lesbian, Gay, Bisexual, Transgender and Queer Pride Month](#) (June)
Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQI+) Pride Month commemorates the events of June 1969 and works to achieve equal justice and equal opportunity for LGBTQ Americans.
- [National Hispanic Heritage Month](#) (September 15 - October 15)
National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic Americans have made to American society and culture and to honor five of our Central American neighbors who celebrate their Independence days in September.
- [Constitution Day and Citizenship Day](#) (September 17)
Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787 and "recognize all who, by coming of age or by naturalization, have become citizens."
- [Columbus Day](#) (October 11)
Columbus Day is a national holiday in many countries of the Americas and elsewhere, and a federal holiday in the United State, which officially celebrates the anniversary of Christopher Columbus' arrival in the Americas on October 12, 1492.
- [National Disability Employment Awareness Month](#) (October)
National Disability Employment Awareness Month celebrates the accomplishments in the workplace of persons with disabilities and reaffirms the commitment to ensuring equal employment opportunities to all citizens.
- [Italian-American Heritage Month](#) (October)
During Italian American Heritage and Culture Month, we recognize the rich heritage of Americans of Italian descent and celebrate their immeasurable contributions to our Nation.
- [Dutch-American Heritage Day](#) (November 16)

Dutch-American Heritage Day commemorates the longstanding relationship we share. The Netherlands was one of the first countries to recognize the nascent United States as a sovereign state.

- [American Indian Heritage Month](#) (November)
National American Indian Heritage Month celebrates and recognizes the accomplishments of the peoples who were the original inhabitants, explorers and settlers of the United States.
- [Human Rights Day](#) (December 10)
Human Rights Day is observed each year to commemorate the adoption of the Universal Declaration of Human Rights (UDHR) by the United Nations General Assembly on December 10, 1948.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: AUGUST 3, 2021

SUBJECT: DISCUSSION REGARDING POTENTIAL CHANGES TO THE CITY'S SIGN ORDINANCE.

RECOMMENDATION

Staff recommends that the City Council discuss and provide direction to staff as needed.

BACKGROUND

At the City Council meeting of June 1, 2021, Councilmember Diaz requested that an item be brought back to discuss whether the City Council desired to make any changes to the City's Sign Ordinance, specifically related to temporary non-commercial signs.

DISCUSSION

Attached for the City Council's information is the City's Sign Ordinance, Clayton Municipal Code Section 15.08. Several subsections refer to temporary non-commercial signs.

FISCAL IMPACTS

Unknown.

ATTACHMENT

Attachment 1: Clayton Municipal Code Section 15.08

Chapter 15.08 SIGN PROVISIONS¹

Sections:

15.08.010 Purpose.

The purpose of this chapter is to provide standards for the height, size, location, and appearance of building and street graphics, in order to:

- A. Encourage sound signing practices as an aid to business and to inform the public. Signage is to be used primarily for identification, not for advertising.
- B. Create an attractive economic and business climate.
- C. Preserve and improve the appearance of the City as a place in which to live and work and as an attraction to nonresidents who come to visit or trade.
- D. Protect and enhance the rural atmosphere of the City.
- E. Minimize adverse effects on public and private property.
- F. Prevent excessive and confusing sign displays.
- G. Reduce hazards to motorists and pedestrians.
- H. Enable the fair and consistent enforcement of sign regulations.
- I. Promote the public health, safety, and general welfare.

15.08.020 Definitions.

- A. "Address Sign" means a sign listing the street address and, in the case of a residential use, the name of the occupants of the premises.
- B. "Animated Sign" means a sign that conveys its message or attracts attention through moving, rotating, changing, or flashing lights or components.
- C. "Awning" means a hood or cover that projects from the wall of a building and is composed of rigid or non-rigid materials.
- D. "Awning Sign" means a sign or graphic attached to or printed on an awning (see sign illustrations).
- E. "Banner" means a temporary commercial, noncommercial, or community event sign of lightweight fabric, plastic, paper, or similar material that is mounted on a building or street light pole (see sign illustrations).
- F. "Billboard" means a sign that directs attention to a product, place, activity, person, institution, business, or subject that is not entirely related to the premises on which the sign is located.

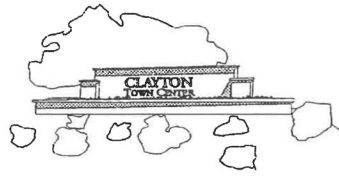
¹Editor's note(s)—Ord. 475 Editor's note(s)—, § 2Editor's note(s)—(Exh. A), adopted Aug. 1, 2017, amended in full Ch. 15.08Editor's note(s)—, §§ 15.08.010Editor's note(s)——15.08.110, in effect repealing and reenacting said chapter as set out herein. Former Ch. 15.08Editor's note(s)— pertained to similar subject matter and derived from Ord. 328, § 2Editor's note(s)—, adopted in 1997.

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- G. "Building Marker" means a sign indicating the name of a building, date of construction, and incidental information about its construction, which is cut into masonry or made of bronze or other permanent material.
 - H. "Building Sign" means a permanent sign attached to a building or other structure that is an integral part of a building. A building sign includes an awning sign, a projecting sign, a suspended sign, a wall sign, and a window sign, an address sign, and a building marker.
 - I. "Canopy (or Marquee)" means a permanent roof-like shelter extending from part or all of a building face over a public right-of-way and constructed of some durable material such as metal, wood, glass, or plastic.
 - J. "Commercial Center Entry Sign" means a sign located at the entry to a shopping center, business area, or office park identifying the center, area, or park and identifying the businesses located therein.
 - K. "Commercial Sign" means any sign with an image or message which primarily concerns the commercial or economic interests of the sign sponsor or intended audience, or which proposes a commercial transaction.
 - L. "Community Event Sign" means a banner advertising a City of Clayton community event as defined by the City Council in its policies pertaining to the usage of signage in the public right-of-way per Resolution 46-2007 or any subsequent revisions thereafter.
 - M. "Directory Sign" means a sign or set of similarly designed individual signs displayed in sequence that lists tenants or occupants within a building or business center, and is designed or be viewed primarily by pedestrians (see Sign Illustrations).
 - N. "Flag" means fabric, banner, or bunting containing distinctive colors, patterns, or symbols.
 - O. "Ground Sign (or Freestanding Sign)" means a permanent sign supported by one or more uprights, poles, or braces in or upon the ground or placed upon a planter, wall, retaining wall, or other structure that is not an integral part of a building. A ground sign includes a monument sign, a pole sign, a kiosk sign, commercial center entry sign, directory sign, multiple address sign, neighborhood/district entry sign.
 - P. "Incidental Sign" means an informational sign, whose purpose is secondary to the use of the lot on which it is located, such as "no parking", "entrance", "loading only", "telephone", and other similar directives.
 - Q. "Interior Sign" means a sign located in the interior of a building, mall, court, standing or enclosed lobby intended for interior viewing only.
 - R. "Kiosk Sign" means a sign located on a small freestanding structure which has three (3) or more surfaces.
 - S. "Mobile Billboard" means any vehicle, or wheeled conveyance which carries, conveys, pulls, or transports any sign or billboard for the primary purpose of advertising. Mobile billboard shall not include (1) any vehicle which displays an advertisement or business identification of its owner, so long as such vehicle is engaged in the usual business or regular work of the owner, and not used merely, mainly or primarily to display advertisements; (2) buses; or (3) taxicabs.
 - T. "Monument Sign" means a type of ground sign constructed upon a solid appearing base or pedestal (see Sign Illustrations).
 - U. "Multiple Address Sign" means a sign or set of similarly designed individual signs displayed in sequence placed at the entrance of a private residential street or area that lists the street address and names of the occupants of the residences along the street or within the area.

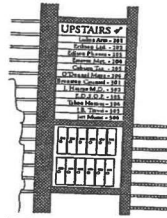
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- V. "Mural" means a work of art, containing no commercial message, applied to and made an integral part of an exterior wall.
- W. "Neighborhood/District Entry Sign" means a sign identifying a neighborhood or district (see Sign Illustrations).
- X. "Noncommercial Location Sign" means a sign identifying a noncommercial use.
- Y. "Noncommercial Sign" means any sign displaying a message that is not commercial.
- Z. "Nonconforming Sign" means a sign legally existing at the time of the effective date of this Chapter which does not conform to the provisions of this Chapter.
- AA. "Off-Site Sign" means a sign directing attention to a business, service, product, or entertainment that is not sold or offered on the site where the sign is located, including billboards and other outdoor advertising signs.
- BB. "On-Site Sign" means a sign directing attention to a business, service, product, or entertainment that is sold or offered on the site where the sign is located.
- CC. "Parapet or Parapet Wall" means that portion of a building wall that rises above the roof level or eave line.
- DD. "Pennant" means a sign of lightweight fabric, plastic, or similar material that is attached to a pole at one edge (see Sign Illustrations).
- EE. "Permanent Sign" means any sign intended for use for a period greater than thirty (30) calendar days.
- FF. "Personal Property Sale Sign" means a temporary commercial sign advertising a sale of personal property.
- GG. "Pole Sign" means a type of ground sign mounted to or hanging from a pole or similar structure (see Sign Illustrations).
- HH. "Portable Sign" means a sign not permanently attached to the ground, building, or other permanent structure and designed to be transported, including but not limited to: signs designed to be transported by means of wheels; signs in the form of A-frames or T-frames; menu or sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked in or visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business. Portable signs do not include mobile billboards.
- II. "Projecting Sign" means a sign extending from a building face or wall so that the sign face is perpendicular or at an angle to the building face or wall (see Sign Illustrations).
- JJ. "Real Estate Sign" means a commercial sign advertising the sale, lease, or rent of property and the identification of the firm handling the sale, lease, or rent.
- KK. "Residential Open House Sign" means a temporary commercial sign advertising an open house for a house for sale.
- LL. "Roof Sign" means a sign erected upon or above a roof or parapet of a building or structure. A sign mounted on a vertical extension of a wall that extends above a roof structure is considered a wall sign.
- MM. "Sign" means any name, identification, description, symbol, display, illustration, or device, including any structure, machine (including vending machine), component parts and paint, viewable by the general public that directs attention to a product, place, activity, person, institution, or business.
- NN. "Sign Area" means the area within a perimeter which forms the outside shape, including any frame, and forms an integral part of the display, but excluding the necessary supports, poles, or uprights on

which the sign may be placed. If the sign consists of more than one section or module, all areas visible from any position at one time will be totaled.

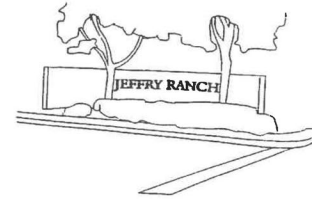
- OO. "Sign Face" means the visible portions of a sign including all characters and symbols, but excluding structural elements not an integral part of the display.
- PP. "Sign Illustrations" means examples of various signs in pictorial format incorporated into Section 15.08.020 of the Clayton Municipal Code.
- QQ. "String Pennant" means a lightweight plastic, fabric, or other material, whether or not containing a message or symbols, suspended from a rope, wire, or string in series, usually designed to move in the wind.
- RR. "Subdivision Marketing Pole Pennant" means a single piece of lightweight plastic, fabric, or other material, whether or not containing a message of any kind that is temporarily suspended from a pole and is designed to move in the wind to promote the sale of newly subdivided lots and/or newly constructed dwellings.
- SS. "Subdivision Marketing Signs" means temporary commercial signs, including ground signs, wall-mounted signs, pole signs, pennants, and real estate signs, designed to promote the sale of newly subdivided lots and/or newly constructed dwellings (see Sign Illustrations).
- TT. "Suspended Sign" means a sign attached to and located below any permanent eave, roof, or canopy (see Sign Illustrations).
- UU. "Temporary Commercial Sign" means any commercial sign intended for use for a period of less than thirty (30) days.
- VV. "Temporary Noncommercial Sign" means any noncommercial temporary sign displaying an ideological, political or other noncommercial message, that is constructed of paper, cloth, canvas, light fabric, cardboard, wallboard or other similar lightweight materials, with or without frames which is designed or intended to be displayed for a limited period of time.
- WW. "Wall Sign" means a sign not exceeding six (6) inches in thickness that is painted on, attached to, or erected against the wall of a building or structure with the exposed face of the sign parallel to the plane of said wall (see Sign Illustrations).
- XX. "Window Sign" means a sign displayed on window glass (including the glass of doors) or within three (3) feet of a window, designed to be viewed from the exterior of the window (see Sign Illustrations).



Monument Sign



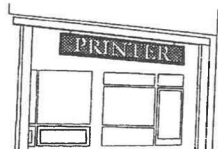
Directory Sign



Neighborhood/District Entry Sign



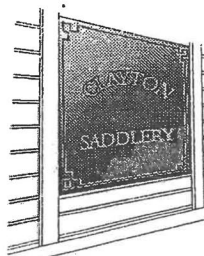
Wall Sign



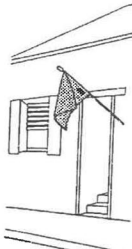
Suspended Sign



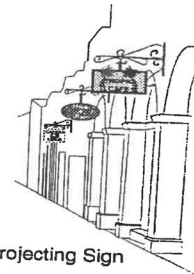
Awning Sign



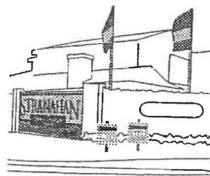
Window Sign



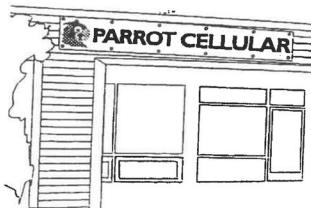
Pennant



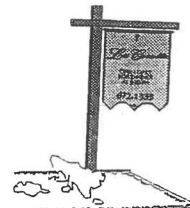
Projecting Sign



Subdivision Marketing Signs



Banner



Pole Sign

(Ord. 475 , § 2(Exhs. A and B), 2017)

15.08.030 Permit Procedures.

- A. City Review—General. City review and approval is required for all signs except those specified by this chapter as exempt or prohibited. No City review or approval is required for a change of copy on an existing permitted sign that is in full compliance with the requirements and standards of this chapter. In addition to meeting the requirements of this chapter, all signs shall comply with all applicable California Building Code requirements. No sign shall be constructed, placed, erected, or modified unless such construction, placement, erection, or modification is authorized by the owner, or his or her representative, of the property upon which the sign is to be placed. Application for sign review and approval shall be accompanied by written authorization from the property owner, or his or her authorized representative, for placement of the proposed sign or signs.
- B. City Review and Approval. The City shall review and approve signs according to the following procedures:

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1. Administrative Review and Approval. The following signs shall be reviewed and approved administratively by the Community Development Department if they conform to the general sign requirements and standards of Section 15.08.060 and the regulations for special signs of Section 15.08.070.
 - a. Directory signs provided the sign does not exceed ten (10) square feet in area, nor a height of six (6) feet.
 - b. Any sign proposed for a property consistent in terms of size, number, and location with a previously-approved master sign plan, unless otherwise specified in an applicable master sign plan.
 - c. All building and ground signs proposed for individual businesses that are located on a property that have a previous approval for similar signage, and the proposed sign(s) are consistent in terms of size, number, and location with the previous approval. (This provision does not apply to a corner lot or through lot where signage is being proposed along multiple property frontages).
 2. Exception. Any sign proposal considered within the parameters of this subsection that in the judgment of the Community Development Director may not comply with the intent or purpose of this chapter may be referred to the Planning Commission for consideration.
 3. Planning Commission Review and Approval. The following signs shall be reviewed and approved by the Planning Commission in accordance with Chapter 17.64 of the Clayton Municipal Code.
 - a. Master sign plans.
 - b. Neighborhood/district entry signs.
 - c. Commercial center entry signs.
 - d. Subdivision marketing sign program.
 - e. Noncommercial locational signs.
 - f. Directory signs that exceed ten (10) square feet in area and six (6) feet in height.
 - g. All building and ground signs for individual businesses that are located on a property that have not had previous approval for signage, involve signage on multiple frontages, and/or involve an increase in the previously-approved signage area, increase in the number of signs, or substantially change the location of signage.
 - h. Any sign proposal that, in the judgment of the Community Development Director, may not comply with the intent or purpose of this chapter.
 4. Variance. A variance shall be required from the Planning Commission for any deviations from the general sign requirements and standards of Section 15.08.060 or the regulations for special signs of Section 15.08.070 of this Chapter according to the procedures set out in Chapter 17.52 of the Clayton Municipal Code.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.040 Exempt Signs.

The following signs shall not require review and approval by City:

- A. Address signs, provided the sign does not exceed two (2) square feet in area.
- B. Public information, identification, civic event, and directional signs erected by a public agency or public utility.

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- C. Incidental signs.
 - D. Legal notices posted by law.
 - E. Building markers, provided the sign does not exceed four (4) square feet in area and is not illuminated.
 - F. Signs displayed by private individuals, when required by law or regulations of any governmental agency.
 - G. Temporary noncommercial signs on private real property, provided the individual sign displayed does not exceed sixteen (16) square feet in area, with no limit on the aggregate signage displayed at one time.
 - H. Wall signs indicating the historical significance of a site or building, provided the sign does not exceed four (4) square feet in area and is not illuminated.
 - I. Signs displayed in the interior of a building, mall, court, stadium, or enclosed lobby more than three (3) feet from an exterior window or door and intended for interior viewing only.
 - J. Multiple address signs, provided the individual signs do not exceed four (4) inches by twenty-four (24) inches.
 - K. Residential open house signs for a home sale in accordance with the standards of Section 15.08.070 of this chapter.
 - L. Flags, provided they are not used in a commercial manner or to advertise a business or its location.
 - M. Murals containing no commercial message, provided the mural has intrinsic artistic value or appeal regardless of the business in the building on whose wall the mural is painted. Murals shall take into consideration the overall architecture of the building and shall not be placed on decorative surfaces or finishes. The colors and materials used shall be reasonably harmonious with those in the area.
 - N. Personal property sale signs, in accordance with the standards of Section 15.08.070 of this chapter.
 - O. Real estate signs in accordance with the provisions of Section 15.08.070 of this chapter.
 - P. Portable signs in accordance with the provisions of Section 15.08.070 of this chapter.
 - Q. Banners and pennants in accordance with the provisions of Section 15.08.070 of this chapter.
 - R. Community event signs not exceeding twenty-four (24) square feet in area.

(Ord. 475 , § 2(Exh. A), 2017; Ord. 485 , § 2, 2019)

15.08.050 Prohibited Signs.

The following signs are prohibited anywhere in the City:

- A. Animated signs.
- B. Flags used in a commercial manner or to advertise a business or its location.
- C. Signs that by color, wording, design, location, or illumination resemble or conflict with any traffic-control device or with safe and efficient flow of traffic.
- D. Signs that obstruct the free and clear vision of or create confusion for motorists or pedestrians.
- E. Signs with lighting detrimental to surrounding property or prevents peaceful enjoyment of residential uses.
- F. Banners and pennants, except as provided in Section 15.08.070 of this chapter.

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- G. Roof signs.
 - H. String pennants.
 - I. Balloons and similar inflatable signs.
 - J. Permanent signs mounted on fences or deck/balcony railings.
 - K. Portable signs except as provided in Section 15.08.070 of this chapter.
 - L. Temporary signs are prohibited in the public right-of-way except for signs for city-sponsored community events in location(s) approved by the City.
 - M. Signs located on private property without the property owner's approval.
 - N. Off-site signs except for:
 - 1. Temporary noncommercial signs.
 - 2. Residential open house signs.
 - 3. Garage or yard sale signs.
 - 4. Signs attached to trees, shrubs, or other natural features.
 - O. Mobile billboard operating on a street or other public place within the City in which the public has the right of travel.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.060 General Sign Requirements and Standards.

- A. Signs in the R-10, R-12, R-15, R-20, R-40, R-40-H, M-R, M-R-M, M-R-H, PF, and A Districts—Sign Permits. A sign permit is required in the R-10, R-12, R-15, R-20, R-40, R-40-H, M-R, M-R-M, M-R-H, PF, and A Districts for all non-exempt signs as follows:
 - 1. Noncommercial locational signs in accordance with the standards of Section 15.08.070 of this chapter.
 - 2. Neighborhood/district entry signs in accordance with the standards of Section 15.08.070 of this chapter.
 - 3. Subdivision marketing sign program in accordance with the standards of Section 15.08.070 of this chapter.
 - 4. No other non-exempt signs are allowed in these districts.
- B. Signs in the L-C District—Sign Permits. A sign permit is required in the L-C District for all non-exempt signs as follows:
 - 1. Noncommercial locational signs in accordance with the standards of Section 15.08.070 of this chapter.
 - 2. Neighborhood/district entry signs in accordance with the standards of Section 15.08.070 of this chapter.
 - 3. Master sign plan in accordance with the standards of Section 15.08.070 of this chapter.
 - 4. Commercial center entry signs in accordance with the standards of Section 15.08.070 of this chapter.
 - 5. Subdivision marketing sign program in accordance with Section 15.08.070 of this chapter.
- C. Signs in the L-C District—Standards. Ground and building signs relating to on-site commercial activities are authorized in the L-C Districts in accordance with the following standards:

-
1. The aggregate sign area of any combination of ground signs and building signs for a building or a business shall not exceed one square foot per lineal foot of building frontage or store frontage. Exempt signs, directory signs, commercial center entry signs, pennants, and portable signs are not subject to this aggregate sign limit.
 2. Monument signs (ground signs) shall not exceed eight (8) feet in height, and the size of such signs may be no greater than sixty percent (60%) of the allowable aggregate sign area for the building frontage to a maximum of twenty-four (24) square feet.
 3. Pole signs (ground signs) shall not exceed eight (8) feet in height, and the size of such signs may be no greater than sixty percent (60%) of the allowable aggregate sign area for the building frontage to a maximum of twenty-four (24) square feet.
 4. Kiosk signs (ground signs) shall not exceed twenty-four (24) square feet in area (all faces) and shall not exceed seven (7) feet in height.
 5. Projecting signs (building signs) shall not exceed twelve (12) square feet in area and shall maintain a vertical clearance of at least eight (8) feet.
 6. Suspended signs (building signs) oriented toward pedestrian areas or walkways shall not exceed six (6) square feet in area and shall maintain a vertical clearance of at least eight (8) feet above the surface of a walkway, sidewalk, or pedestrian path.
 7. Suspended signs (building signs) oriented toward street traffic and/or parking lots shall maintain a vertical clearance of at least eight (8) feet above the surface of a walkway, sidewalk, or pedestrian path, and may not be displayed over vehicular access. The size of such a suspended sign may be no greater than sixty percent (60%) of the allowable aggregate sign area for the building frontage to a maximum of twenty (20) square feet.
 8. Window signs (building signs) shall not cover more than forty percent (40%) of the glazed area of an individual window panel or more than twenty percent (20%) of the aggregate glazed area on any one building frontage or store frontage.
 9. Wall Signs (building signs) - one square foot per lineal foot of building or store frontage.
 10. Awning Signs (building signs) - one square foot per lineal foot of building or store frontage.
- D. Signs in the PD District. Signs in the PD District shall conform to the standards or signs for uses defined in the applicable General Plan designation. For signs in areas designated residential, cultural center, institutional, school, or open space by the General Plan, the requirements and standards for signs in the R-10, R-12, R-15, R-20, R-40, R-40-H, M-R, M-R-M, M-R-H, PF, and A Districts shall apply. For signs in areas designated commercial by the General Plan, the requirements and standards for signs in the L-C District shall apply unless otherwise specified by a master sign plan.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.070 Regulations for Special Signs.

- A. Neighborhood/District Entry Signs. Neighborhood/district entry signs are allowed in all districts subject to the following standards:
1. The sign shall include only the name of the neighborhood or district.
 2. Lettering shall not exceed eighteen (18) inches in height.
 3. The top of the letters shall not exceed six (6) feet in height.

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- B. Commercial Center Entry Signs. Commercial center entry signs are allowed in commercial districts subject to the following standards:
1. One (1) sign may be located near each main vehicular entrance to the shopping center, business area, or office park fronting on a public roadway.
 2. The sign may be a pole sign or monument sign.
 3. The sign shall not exceed eight (8) feet in height.
 4. Lettering shall not exceed twenty-two (22) inches in height.
- C. Banners. Banners for new or relocated businesses are allowed temporarily in commercial districts subject to the following standards:
1. Banner in lieu of permanent sign:
 - a. The banner shall be secured on all sides.
 - b. The banner may only be displayed for up to thirty (30) days, with up to an additional thirty (30) day extension if approved administratively by the Community Development Department.
 - c. The banner must conform to the sign area dimensions and location of Section 15.08.060.C of this chapter.
 2. Promotional banner. A second banner in addition to that noted above may be allowed subject to the following standards:
 - a. The banner may be a wall, window, or suspended sign.
 - b. The banner may only be displayed for up to thirty (30) days.
 - c. The banner may be no larger than the banner as approved per Section 15.08.070.C.1 and must conform to the sign area dimensions of Section 15.08.060.C of this chapter.
- D. Pennants. Pennants are allowed in commercial districts subject to the following standards.
1. Only one pennant may be displayed by any one business.
 2. The pennant shall be secured to a pole on one side and shall be hanging.
 3. The pennant shall not exceed two (2) feet in width or four (4) feet in length.
 4. The pennant shall be made in a professional manner and workmanship of fabric, plastic, or similar material designed to withstand at least six (6) months of outdoor exposure. Paper pennants shall not be allowed.
 5. The bottom of a pennant shall be at least eight (8) feet above the surface of a walkway, sidewalk, or pedestrian path. A pennant may not be displayed over a street, driveway, or vehicular access.
- E. Portable Signs. Portable signs are allowed in commercial districts subject to the following standards:
1. Only one portable sign may be displayed by any one business.
 2. The sign shall only be in the form of an A-frame, sandwich board, menu board, or umbrella.
 3. The sign shall not exceed three (3) feet in height or two (2) feet in width per face, except for an umbrella.
 4. The sign shall be displayed only during the hours the business is open to the public and shall be removed during non-business hours.
 5. The sign shall be displayed immediately adjacent to the business it advertises.

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6. The sign shall not be displayed in a public right-of-way nor shall it obstruct a pedestrian walkway.
 7. The sign shall be constructed out of a stable and rigid material (i.e., PVC is not considered an acceptably rigid material).
- F. Residential Open House and Personal Property Sale Signs. Residential open house and personal property sale signs are allowed for residential uses subject to the following standards:
1. A total of one on-site sign and up to six (6) off-site signs.
 2. Only one off-site sign may be displayed at any one intersection for each residential open house or personal property sale.
 3. The signs shall not exceed three (3) feet in height or two (2) feet in width.
 4. The signs shall only be displayed up to one hour before, during, and up to one hour following the residential open house or personal property sale.
 5. The signs shall not be displayed in a public right-of-way nor shall they obstruct a pedestrian walkway, except signs shall be allowed behind the sidewalk or behind the curb if there is no sidewalk.
 6. No signs shall be displayed on private property without the prior consent of the property owner.
 7. Balloons, flags, pennants, animated devices, and similar objects are prohibited. (see Section 17.16.020.E of the Municipal Code for further regulations for personal property sales).
- G. Noncommercial Locational Signs. Noncommercial locational signs are allowed in all districts subject to the following standards:
1. The signs may include building signs and ground signs.
 2. The aggregate sign area may not exceed twenty-four (24) square feet for a lot up to forty thousand (40,000) square feet in size. For lots larger than forty thousand (40,000) square feet, sign area may be increased subject to specific Planning Commission review and approval.
 3. No ground or pole sign shall exceed eight (8) feet in height.
- H. Real Estate Signs. Real estate signs are allowed in all districts subject to the following standards:
1. Only one on-site real estate sign may be displayed on a front or side yard frontage. An additional real estate sign may be displayed on a rear yard frontage.
 2. Real estate signs in residential districts shall not exceed six (6) square feet in area. Real estate signs in commercial districts shall not exceed twelve (12) square feet in area.
 3. The sign may be in the form of a pole sign or a wall sign.
 4. The sign shall not exceed six (6) feet in height.
 5. The sign shall be removed within ten (10) days of the lot or building(s) being sold, leased, or rented.
 6. Real estate signs located off-site of the subject property (e.g., at nearby intersection, public landscape, public property, public right-of-way) are not allowed.
- I. Subdivision Marketing Sign Program. Subdivision marketing signs are allowed in residential districts subject to the approval of a subdivision marketing sign program in accordance with the following standards:
1. The program may include a combination of temporary ground signs, wall signs, subdivision marketing pole pennants, and real estate signs.
 2. All subdivision marketing signs shall be displayed within the boundaries of the subdivision.

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3. Subdivision marketing pole pennants shall not exceed twenty-five (25) feet in height or be located closer than every fifty (50) feet.
 4. All subdivision marketing signs shall be removed within thirty (30) days of the opening of escrow for sale of the last home in the subdivision.
 5. The dimensions of any sign shall not exceed eight (8) feet in length, nor eight (8) feet in height, nor a total area of sixty (60) square feet.
- J. Master Sign Plan. At the discretion of the City or one or more property owners, a master sign plan may be established for a shopping center, business area, office park, or similar identifiable geographic area. Such master sign plan may impose sign requirements and standards addressing the number, height, area, color, or other sign characteristics in a manner more restrictive than that allowed by the general sign requirements and standards of Section 15.08.060 of this chapter. Such a master sign plan may be established to promote an enhanced sense of identity, aesthetic value, or other feature. A master sign plan will not only identify and describe those sign characteristics that are more restrictive than those allowed by the general sign requirements and standards of Section 15.08.060 of this chapter, but also the purpose or goal for which the master sign plan is established.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.080 Computation of Sign Area and Height.

The following principles shall govern the computation of sign area and height.

- A. Computation of Area of Individual Signs. The sign area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative wall when such wall otherwise meets zoning ordinance regulations and is clearly incidental to the display itself.
- B. Computation of Area of Multi-Faced Signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two (2) sign faces are placed back to back so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart, the sign area shall be computed by the measurement of one of the faces.
- C. Computation of Height. The height of a sign shall be computed as the distance from the grade at the edge of the public way along which a sign is placed or oriented to the highest point of the sign, or any structural or architectural component of the sign. When the grade at the edge of the public way is higher than the site on which the sign is placed, that portion of the sign below the grade at the edge of the public way shall not be included in determining the sign's overall height.
- D. Computation of Total Permitted Sign Area. The total area of all individual signs permitted on a lot shall be computed according to Section 15.08.060.C of this chapter. Property fronting two (2) or more streets are allowed the permitted sign area specified in Section 15.08.060.C for each such street frontage.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.090 Maintenance.

All signs shall be maintained in good repair and shall be cleaned, painted, and replaced as necessary to present a neat appearance at all times.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.100 Nonconforming Signs.

- A. Except for regular maintenance, no non-conforming sign shall be altered, modified, added to, or increased in area, unless the entire sign is brought into conformity with the requirements and standards of this chapter.
- B. Any non-conforming sign that is damaged or destroyed to the extent of fifty percent (50%) or more of its estimated market value shall not be replaced or repaired except by a sign that conforms to the requirements and standards of this chapter.
- C. Any non-conforming sign relating to a business that has not operated for six (6) consecutive months shall be removed.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.105 Substitution.

In each instance and under the same conditions to which this chapter permits any sign, a sign containing an ideological, political or other noncommercial message that is constructed to the same physical dimensions of the permitted sign shall be permitted.

(Ord. 475 , § 2(Exh. A), 2017)

15.08.110 Enforcement.

Any person erecting, displaying, or maintaining a sign in violation of this chapter is guilty of an infraction and shall be subject to enforcement and penalties set out in Chapters 1.12, 1.14, 1.16, and 1.20 of Title 1 of the Clayton Municipal Code.

(Ord. 475 , § 2(Exh. A), 2017)

MINUTES
SPECIAL MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

June 29, 2021

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 7:24 p.m. by Chair Tillman. Board Members present: Chair Tillman, Vice Chair Cloven, Board Members Diaz, Wan, and Wolfe. Board Members absent: None. Staff present: City Manager Reina Schwartz, Legal Counsel Mala Subramanian, District Manager Bill Stracker, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**

It was moved by Vice Chair Cloven, seconded by Board Member Wolfe, to approve the Consent Calendar as submitted. (Passed).

- (a) Approved the Board of Directors' minutes for its regular meeting on June 15, 2021.

4. **PUBLIC HEARINGS** – None.

5. **ACTION ITEMS**

- (a) Adopt a Resolution Ordering Improvements and Confirming Real Property Assessments in the Oakhurst Geological Hazard Abatement District for FY 2021/22. (District Manager)

City Manager Reina Schwartz presented the report.

Following questions by the Board, the Chair opened the item to public comment; no public comments were offered.

It was moved by Vice Chair Cloven, seconded by Board Member Wan, to Adopt GHAD Resolution No. 03-2021 Ordering Improvements and Confirming Real Property Assessments for Fiscal Year 2021/22. (Passed; 5-0)

6. **BOARD ITEMS**

Boardmember Wan requested the City's website should include the City Engineer's scheduled work, including completion dates, and specific areas of responsibility in the Oakhurst Geological Hazard Abatement District.

7. **ADJOURNMENT** - on call by Chairperson Tillman the Board meeting adjourned at 7:40 p.m.

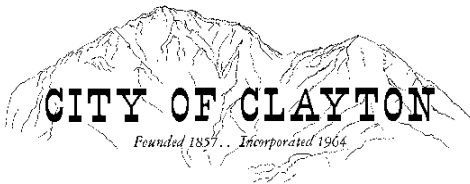
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Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Holly Tillman, Chairperson



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: REINA J. SCHWARTZ, CITY MANAGER

DATE: AUGUST 3, 2021

SUBJECT: A RESOLUTION AMENDING AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR ENGINEERING SUPPORT TO THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT INCLUDING DESIGNATION OF THE GENERAL MANAGER

RECOMMENDATION

It is recommended that the Oakhurst Geological Hazard Abatement District (GHAD) Board of Directors, by Resolution, amend an existing agreement with Harris & Associates for professional engineering services including designating a new General Manager for the Oakhurst GHAD.

BACKGROUND

Since August 2017, the City has contracted with the firm Harris & Associates, Inc. for professional engineering services in support of the Oakhurst Geological Hazard Abatement District (GHAD).

DISCUSSION

In March 2021, the City was notified that Scott Alman who had been serving as the designated General Manager for the GHAD was leaving Harris & Associates. The City remains in contract with Harris & Associates for both city engineering services as well as for support of the Oakhurst GHAD. In April 2021, the City Council approved the assignment of Bill Stracker as the Oakhurst GHAD General Manager. Mr. Stracker has subsequently left Harris & Associates and they have assigned Mark Nassar, PE as the General Manager for the Oakhurst GHAD. The Amendment to make that assignment is requested for approval via this item.

FINANCIAL IMPACT

Designating a new General Manager for the Oakhurst GHAD will not have any direct financial impact at this time.

Attachment 1: Resolution
Attachment 2: Second Amendment to Agreement with Harris & Associates
Attachment 3: 2021 First Amendment & 2017 Agreement with Harris & Associates for GHAD General Manager
Attachment 4: Biography for Mark Nassar, PE

GHAD RESOLUTION NO. ##-2021

A RESOLUTION APPROVING A SECOND AMENDMENT TO AN EXISTING AGREEMENT WITH HARRIS & ASSOCIATES FOR ENGINEERING SUPPORT TO THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT INCLUDING DESIGNATION OF THE GENERAL MANAGER

**THE BOARD OF DIRECTORS
Oakhurst Geological Hazard Abatement District
Clayton, CA**

WHEREAS, since 2017, the City of Clayton has contracted with the firm Harris & Associates for engineering services including serving as the General Manager for the Oakhurst Geological Hazard District (GHAD);

WHEREAS, the current named GHAD General Manager has left Harris & Associates; and

WHEREAS, the City of Clayton wishes to continue to contract with Harris & Associates for engineering services in support of the Oakhurst GHAD including a General Manager of the GHAD.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Oakhurst Geological Hazard Abatement District, does hereby approve the Second Amendment to an existing agreement with Harris & Associates to name Mark Nassar, PE as the General Manager of the Oakhurst Geological Hazard Abatement District.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Oakhurst Geological Hazard Abatement District, at a regular public meeting thereof held on the 3rd day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BOARD OF DIRECTORS
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT

Holly Tillman, Chair

ATTEST:

Janet Calderon, Secretary

**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
ON BEHALF OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This Second Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on August 4, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. **WHEREAS**, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement") including performing as General Manager for and in support of the Oakhurst Geological Hazard Abatement District;
- B. **WHEREAS**, in April 2021, the Agreement was updated with respect to the named General Manager and other terms;
- C. **WHEREAS**, the current terms remain in effect consistent with the original Agreement; and
- D. **WHEREAS**, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- 1. Section 19. Organization of the Agreement are hereby amended to read as follows:

Consultant shall assign Mark Nassar as General Manager of the Oakhurst Geological Hazard Abatement District (GHAD). The General Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

- 2. Except as otherwise specifically set forth in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT ON
BEHALF OF THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
BETWEEN CITY OF CLAYTON, CALIFORNIA, AND HARRIS & ASSOCIATES, INC.**

This First Amendment to the Professional Engineering Services Agreement ("First Amendment") is entered into on April 20, 2021 by and amongst the City of Clayton, California ("City"), a municipal corporation, and Harris & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. **WHEREAS**, in August 2017 the City and Consultant entered into a Professional Engineering Services Agreement to perform all necessary professional engineering services for the City ("Agreement") including performing as General Manager for and in support of the Oakhurst Geological Hazard Abatement District;
- B. **WHEREAS**, the current terms remain in effect consistent with the original Agreement; and
- C. **WHEREAS**, the City and Consultant mutually desire to amend certain provisions of the Agreement which the parties hereby acknowledge and agree as follows:

AGREEMENT

Now therefore, the parties agree as follows:

- 1. Section 5, Term of the Agreement is hereby amended in its entirety to read as follows:

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement shall continue each year hereafter so long as the City and the Consultant are satisfied with its terms, conditions and performance.

Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments may be retained as part of the Agreement record.

- 2. Section 19, Organization of the Agreement are hereby amended to read as follows:

Consultant shall assign Bill Stracker as General Manager of the Oakhurst Geological Hazard Abatement District (GHAD). The General Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

ATTACHMENT 2

3. Except as otherwise specifically set forth in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Professional Engineering Services Agreement on the date above written.

CITY OF CLAYTON, CALIFORNIA

HARRIS & ASSOCIATES, INC.

By: _____
Reina J. Schwartz
City Manager

By: _____

Printed Name: _____

Title: _____

ATTEST:

Janet Calderon, City Clerk

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is nor shall become an employee of City by virtue of this Agreement. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall include or be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

Professional Liability

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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

14. Verification of Employment Eligibility.

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

15. RESERVED.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

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

CONSULTANT:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

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

CITY OF CLAYTON

By: _____

Gary A. Napper
City Manager

ATTEST:

By: _____

City Clerk

HARRIS & ASSOCIATES

By: 

Printed Name: Lisa V. Larrabee

Its: CEO

By: 

Printed Name: Sandra A. DeKason

Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018**Administrative (Funded by General Fund (G.F.))****CLAYTON MONTHLY RATE**

Monthly Lump Sum Retainer

\$9,585.00/mo.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)**CLAYTON HOURLY RATE**

Scott Alman	\$190
Alison Bouley	\$190
Brian Brown	\$180
Dennis Klingelhofer	\$230
Ka Chow	\$105
Teddy Alicante	\$105

Capital Improvement Program (Hourly, Non-G.F.)

Scott Alman	\$190
Jasmine Cuffee	\$190
Vijay Pulijal	\$180
Siva Natarajan	\$165
Kyle Carbert	\$165
Daniel Wilkins	\$140
Alvin Armstrong	\$140
Ka Chow	\$105
Teddy Alicante	\$105

Land Development (Hourly, Non-G.F.)

Scott Alman	\$220
Siva Natarajan	\$175
Kyle Carbert	\$175
Daniel Wilkins	\$150
Ka Chow	\$110
Teddy Alicante	\$110



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

	<u>STANDARD HOURLY RATE</u>
Project Directors	\$230
Senior Project Managers	\$200
Project Managers	\$170
Senior Project Engineers	\$140
Project Engineers	\$90
Senior Technical Support	\$130
Technical Support	\$90

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

	<u>STANDARD HOURLY RATE</u>
Project Director	\$230
Sr. Project Manager	\$190
Project Manager	\$150
Sr. Project Analyst	\$120
Project Analyst	\$90
Technical Support	\$90

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.



SPECIAL MEETING

OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)
MONDAY, AUGUST 14, 2017

5:30 P.M.

*First Floor Conference Room, Clayton City Hall
6000 Heritage Trail, Clayton, CA 94517*

Chairman: David Shuey
Vice Chair: Tuija Catalano

Board Members

Jim Diaz
Keith Haydon
Julie K. Pierce

*Pursuant to CA Government Code Section 54957 and upon order of Chairman David Shuey, a Special Meeting is called for **August 14, 2017 at 5:30 P.M.** for the purpose of the following matter:
1). Approve an Agreement for GHAD Engineering Services and Appoint Scott Alman, P.E., as General Manager for the Oakhurst Geological Hazard Abatement District (GHAD).*

Signed: _____
David T. Shuey, Chairman

Date: _____

- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Clayton Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street; and 4) www.ci.clayton.ca.us
- If one has a physical impairment that requires special accommodations to participate, please call the City Clerk's Office at least 72 hours in advance of the meeting at 925.673-7304.

1. **CALL TO ORDER AND ROLL CALL** – Chairman David Shuey.

2. **PUBLIC COMMENT PERIOD**

3. **CONSENT CALENDAR** – None.

4. ACTION ITEM

- (a) Consider the approval a proposed Agreement for Professional Engineering Services with Harris & Associates (Concord, CA) for the provision of GHAD engineering services at applicable rates of \$105.00 - \$190.00 per hour, and appoint Mr. Scott Alman, P.E., as General Manager of the Oakhurst Geological Hazard Abatement District. ([View Here](#))
(City Manager)

Staff recommendation: Following staff report and opportunity for public comment, that the GHAD Board of Directors, by motion, approve the rates of \$105.00 - \$190.00 per hour, as contained in the Professional Engineering Services Agreement with Harris & Associates for GHAD engineering services, and appoint Mr. Scott Alman, P.E., as General Manager of the Oakhurst Geological Hazard Abatement District.


5. ADJOURNMENT – Chairman Shuey

The next meeting of the GHAD Board of Directors will be scheduled when needed.

#

Agenda Date: 8-14-2017

Agenda Item: 4a GHAD

Approved: 

Gary A. Napper
City Manager

GHAD REPORT

TO: HONORABLE CHAIRMAN AND BOARD MEMBERS
FROM: CITY MANAGER
DATE: 14 AUGUST 2017
**SUBJECT: APPROVE ONE-YEAR CONTRACT WITH HARRIS & ASSOCIATES FOR
CONTRACT GHAD ENGINEERING SERVICES**

RECOMMENDATION

It is recommended the GHAD Board of Directors, by motion, approve the rates of \$105.00 - \$190.00 per hour, as contained in the attached Professional Engineering Services Agreement with Harris & Associates (Concord, CA) for contract engineering services to and on behalf of the GHAD, and to appoint Mr. Scott Alman, P.E., from the consulting firm as the General Manager of the Oakhurst Geological Hazard Abatement District (GHAD).

BACKGROUND

Since July 1990, Mr. Rick Angrisani (P.E., and President of Permco Engineering and Management) has served as the General Manager of the Oakhurst Geological Hazard Abatement District (ref. GHAD Resolution No. 1-90). On 12 July 2017 by mutual arrangement, Mr. Angrisani tendered his written resignation as the GHAD's General Manager with a contractual termination date of 10 August, 2017, which date has now concluded.

Mr. Angrisani concurrently served as the contract City Engineer for the City of Clayton and resigned from that position as well. From interviews with three (3) prospective and qualified engineering firms, the City Council instructed its City Manager to negotiate an acceptable contract for replacement city engineering services with the firm of Harris & Associates. The City Council is expected to approve that Agreement at its special meeting on August 14th. Consistent with past practice and experience, it is beneficial and economical for the GHAD to retain the same engineering firm to perform its necessary services for this geologic hazard abatement district, a legal public entity separate and distinct from the City.

PROPOSED CONTRACT

The mutually-agreeable contract for city engineering services with Harris & Associates is attached hereto as "Attachment A". The term of that Agreement will commence on 15 August 2017 and carries an initial one (1) year period with the opportunity for further time extension by written amendment (ref. Section 5. Term, pg. 2). Exhibit A of the Agreement provides the Scope of Services and Schedule of Charges applicable to the full range of city engineering services required by the City and to be provided or arranged through Harris & Associates. Included within that Schedule of Charges are hourly rates for services applicable to "Assessment District/GHAD Administration" [ref. pg. 1 of Exhibit A].

Section 19. Organization (ref. pg. 9) specifies the Consultant (i.e., Harris & Associates) shall assign Mr. Scott Alman, P.E., as the contract City Engineer for the City of Clayton. For purposes of internal and public contacts, Mr. Alman will essentially serve as the new point person for city engineering services provided by and to the City.

Since Mr. Alman will be the City's new contract engineer, it is recommended the GHAD Board of Directors also formally appoint him as its General Manager of the Oakhurst Geological Hazard Abatement District.

FINANCIAL IMPACT

During the past Fiscal Year of 2016-17, Permco provided GHAD engineering services at the rate of \$116.75 per hour, which amount resulted in a fiscal year expense last year of \$7,388.27. The current Fiscal Year GHAD Budget was adopted by the Board with a line item expense of \$5,000 for GHAD basic district management and engineering services.

Mr. Angrisani was seeking a rate increase of the City that averaged 28.5% across the board for all contract services. Based on that submittal, the GHAD may have been presented with a similar rate request which would have resulted in an hourly billing rate of \$149.70. Extrapolating that hourly rate increase request to current and prior fiscal years, the GHAD Budget might have experienced a higher range in annual expenses of \$6,425 - \$9,494, respectively, depending on the applied fiscal base line.

The proposed Schedule of Charges (Exhibit A) specifies Harris & Associates will charge between \$105.00 - \$190.00 per hour for similar services, depending on which of its professionals actually performs the required GHAD services. In any case, it is probable the incurred GHAD expenses this coming year will exceed the allocated \$5,000 line item but its operational budget has an expected excess of \$2,947 plus reserves.

**CITY OF CLAYTON
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into as of August 14, 2017 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Harris & Associates, Inc., a California Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Engineer and Engineering Services (hereinafter referred to as "the Project").

B. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such range and scope of services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

For the purposes of the services provided by this Agreement, the Consultant shall report directly to and take assignments from the City Manager. The Consultant and the City Manager will meet on a weekly basis, at the discretion of the City, to discuss and review the progress of services provided under this Agreement.

With respect to claims that may be asserted by third parties arising from the Consultant's actions as City Engineer, the Consultant shall be entitled to assert any immunities or similar defenses that would be available to the City in defense of such actions against a City employee or official provided such immunities or similar defenses are legally extendable to Consultant. The City shall use commercially reasonable efforts to include language in third party contracts requiring third party contractors and consultants to provide insurance and indemnification protection to City's agents, including Consultant, to the same extent the City is provided insurance and indemnification protection. Notwithstanding anything to the contrary, nothing herein shall be construed or interpreted to be a guarantee that such insurance and indemnification protection shall be afforded to Consultant by third party contractors and consultants and their insurers.

2. Compensation.

a. The City shall pay for services satisfactorily rendered by Consultant under this Agreement in accordance with the Schedule of Charges set forth in Exhibit "A."

b. The Schedule of Charges may be adjusted by mutual agreement of the City and the Consultant once annually, any changes to be effective on September 1st of the next year.

c. Consultant shall submit to City monthly itemized statement(s) which identifies the specific project(s) worked on, indicates the work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services provided since the effective date of this Agreement through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved and undisputed charges thereon. Consultant shall not be reimbursed for any expenses unless it received prior written authorization from the City or such expenses are otherwise authorized herein.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and services rendered under this Agreement shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon termination or expiration of this Agreement, all such records shall be delivered to the custody of the City within thirty (30) calendar days of the effective date of such termination or expiration.

5. Term.

Consultant shall perform its services in a prompt and timely manner and as directed and authorized by the City Manager. The term of this Agreement is one (1) year (twelve consecutive months) from its effective date and shall go into effect on 15 August 2017. The Agreement may be extended by written amendment. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement. Consultant's performance may be evaluated and reviewed by City on a periodic basis, as determined by the City in its sole discretion. A copy of the evaluation will be sent to Consultant for comments. If performed, the evaluation, together with the comments shall be retained as part of the Agreement record.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is nor shall become an employee of City by virtue of this Agreement. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall include or be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

Professional Liability

\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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

14. Verification of Employment Eligibility.

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

15. RESERVED.

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, design works, electronic files and records, City-procured software, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

19. Organization

Consultant shall assign Scott Alman, PE, as City Engineer. The City Engineer shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Clayton

6000 Heritage Trail

Clayton, CA 94517

Attn: City Manager

CONSULTANT:

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

Attn: Scott Alman, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND HARRIS & ASSOCIATES**

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

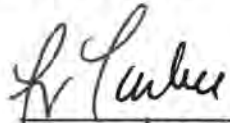
CITY OF CLAYTON

By: _____
Gary A. Napper
City Manager

ATTEST:

By: _____
City Clerk

HARRIS & ASSOCIATES

By:  _____
Printed Name: Lisa V. Lavallee
Its: CEO

By:  _____
Printed Name: Paul D. Anderson
Its: CFO

EXHIBIT A

Scope of Services and Schedule of Charges

(attach Exhibit A hereto)



Harris & Associates

CITY OF CLAYTON RATES:

Effective Contract NTP Date 2017 - August 31, 2018Administrative (Funded by General Fund (G.F.))CLAYTON MONTHLY RATE

Monthly Lump Sum Retainer

\$9,585.00/mo.

Scope:

- Day-to-Day engineering related questions and calls from staff and public;
- Attendance at City Council meetings as requested by the City Manager;
- Attendance at weekly staff meetings;
- Compilation of the City's Capital Improvement Program (CIP) Budget;
- Administration of the City's encroachment permit program;
- Coordination with the Maintenance Department regarding maintenance, operations and the repair of public facilities;
- Enforcement and continuous update of the City's Standard Plans and Specifications for design and construction;
- Enforcement of City's Stormwater Management Program;
- Representation of the City's interests in regional transportation and funding issues;
- Flood plain administration including responses to flood zone information requests.

Assessment District/GHAD Administration (Hourly, Non-G.F.)CLAYTON HOURLY RATE

Scott Alman	\$190
Alison Bouley	\$190
Brian Brown	\$180
Dennis Klingelhofer	\$230
Ka Chow	\$105
Teddy Alicante	\$105

Capital Improvement Program (Hourly, Non-G.F.)

Scott Alman	\$190
Jasmine Cuffee	\$190
Vijay Pulijal	\$180
Siva Natarajan	\$165
Kyle Carbert	\$165
Daniel Wilkins	\$140
Alvin Armstrong	\$140
Ka Chow	\$105
Teddy Alicante	\$105

Land Development (Hourly, Non-G.F.)

Scott Alman	\$220
Siva Natarajan	\$175
Kyle Carbert	\$175
Daniel Wilkins	\$150
Ka Chow	\$110
Teddy Alicante	\$110



Harris & Associates

GENERAL ENGINEERING SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Directors	\$230
Senior Project Managers	\$200
Project Managers	\$170
Senior Project Engineers	\$140
Project Engineers	\$90
Senior Technical Support	\$130
Technical Support	\$90

GENERAL ENVIRONMENTAL SERVICES (Hourly, Non-G.F.)

STANDARD HOURLY RATE

Project Director	\$230
Sr. Project Manager	\$190
Project Manager	\$150
Sr. Project Analyst	\$120
Project Analyst	\$90
Technical Support	\$90

Notes: Rates are subject to adjustment based on staff promotions during the effective period of the schedule.

Specific Scope of Services covered by the monthly lump sum retainer rate is detailed in the Scope of Services section of the contract between City of Clayton and Harris & Assoc. Those duties are the Day-to-Day operational duties that are funded through the City's General Fund.

Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All sub-consultant charges are subject to a 10% markup.

Mark Nassar, PE, MBA

PROGRAM MANAGEMENT DIRECTOR

Mark has over 30 years of design and project management experience. His varied experience has allowed him to develop a plethora of skills that allows him to adapt to the job at hand as well as provide innovative solutions with the client and stakeholders in mind.

RELEVANT EXPERIENCE

- **City of San Diego, Public Works Department, Capital Asset Management Division.** Deputy Director.
 - Mark managed the operation and performance of a division of 210 staff through the specialized technical services units of: Asset Management, Planning/Preliminary Engineering (all asset types), Project Controls, Land Surveys, Materials Testing Lab, Environmental and Permit Processing, and ADA Compliance.
 - He managed the department's relations and service level agreements with the asset owning departments seeking engineering (planning/design/construction) services. He negotiated roles, responsibilities, and key performance indicators for programs and projects.
 - He chaired the Project Control Committee (a sub-committee of the mayor's CIP Review and Advisory Committee) with executive management representation from each of the City's Asset Managing and Service Providing Departments with a focus on applying the City's asset management strategies on evaluating Citywide CIP investment priorities.
 - He provided regular performance and forecasting analytics through the Project Controls units for the City's CIP programs and projects that the department implemented.
 - He prepared analytical studies and briefed/presented to the Mayor, Council on CIP Delivery, Process Improvement/ Streamlining, the State of the CIP, and the 5 Year CIP Outlook that drove citywide policy discussions and decisions.
 - He presented annual water/sewer CIP performance reports to the Public Utilities Independent Rates Oversight Committee.
 - He led project delivery process improvements which included an update to the City Council Policy (CP) on CIP prioritization and on Transparency, as well as established a new CP on Customer Service.
 - He drove the department's project delivery competitiveness through internal benchmarking and through participation in the Statewide Benchmarking Committee comprised of seven comparable large public agencies.
- **City of San Diego, Public Works Department, Construction Management and Field Engineering Division.** Deputy Director.
 - He was on "temporary assignment" to identify and report on operational enhancement opportunities.
 - He managed a division of ~270 employees comprised of inspectors, land surveys, material testing lab, traffic control, and stormwater quality compliance.
 - He oversaw the division's performance in the inspection and quality assurance/control of private (developer built and permitted) and public (CIP) construction work on the City's property and within the City's right of way.
 - He negotiated Construction Claims and Contractor Disputes
 - He administered the use of the As Needed Construction Management consultant services.



EDUCATION

BS, Civil Engineering

MBA, Masters in Business
Administration

REGISTRATION

Professional Civil Engineer (PE), CA

NASSAR, CON'T

- **City of San Diego, Public Works Department.** Assistant Director (Interim).
 - He managed day to day operations of the Public Works Department and its staff of ~800 employees as well as the services they provided through the six major divisions of CM and Field Engineering, Architectural Engineering and Parks Design, Right Of Way Design, Project Implementation, Public Works Contracting and Business Operations Support Services.
 - He represented the department in interactions with the Mayor/Council on high profile projects, policies, and issues.
 - He oversaw service relations with internal client departments.
 - He reviewed and addressed performance of the individual divisions against their respective performance targets.
 - He represent the department at Association of General Contractors, Regional Construction Procurement Committee, Statewide Benchmarking Committee and other agency meetings.
- **City of San Diego, Public Works Dept, Architectural Engineering and Parks Division.** Deputy Director.
 - He managed a division of 80 engineers and non-engineers that services every single one of the City's asset owning departments, with a focus on complex buildings, recreational park facilities, and water/sewer treatment facilities.
 - He set the division's annual operating and capital budget.
 - He established and adjusted the division's vision, mission, and policies to align with that of the City and department.
 - He managed the CIP production of a portfolio of ~230 projects valued at a total cost of ~\$1.47 Billion.
 - He employed all CIP delivery methods (e.g. DBB, DB, MACC, JOC, Community Based Competitive Design).
 - He monitored and controlled financial performance of the division against commitments
 - He managed the operating budget to maximize reimbursability while maintaining competitive CIP delivery soft costs and fiscal KPI's.
 - He interacted directly with the council and mayor's offices.
 - He regularly provided mayoral and council member briefings.
- He represented the department/City as chair of the Quarterly Consultant Industry Meeting to enhance mutual performance and ensure that the consulting industry is informed and prepared to provide services.
- He represented the City as chair of the APWA Sustainability Committee.
- He interacted with private sector and other regional agencies (Port, Airport, County, etc...) in the sharing of knowledge towards the goal of improving the way the region approaches innovative CIP sustainable solutions that align with the mayor's climate action plan.
- He was Administrator of the CIP Project Management Academy.
- He led several department-wide process improvement (streamlining) efforts.
- He set priorities and managed the division's resources of staff and operating budget.
- **City of San Diego, Public Works Dept, Preliminary Engineering and Program Coordination Section.** Senior Civil Engineer.
 - He established and managed this new section, staff's roles, and responsibilities as well as business processes.
 - He coordinated the initiation and execution of CIP Programs of all asset types with Asset Managing Departments.
 - He negotiated agreements with outside agencies (Port District, SEDC, CCDC) on implementation of joint use facilities
 - He participated in City's Enterprise Asset Management effort for standardizing asset inventory and capitalization process.
 - He administered the CIP prioritization process of all new CIP projects.
 - He amended the council policy on CIP Prioritization through presentations to Council.
 - He was an active and key member of Benchmarking and Standard Operating Procedures Committees as subject matter expert on the Planning, Program Management, and Project Management Chapters.
 - He was Project Management Academy Administrator/ Instructor (since 2003) applying PMI principles to 25 students through 30 subject matter expert speakers from several City departments.