



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, January 19, 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 – January 19

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 ***
January 19, 2021

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

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

3. **CONSENT CALENDAR**

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

- (a) Approve the minutes of the City Council’s regular meeting of January 5, 2021. (City Clerk) ([View Here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance) ([View Here](#))
- (c) Adopt the 2021 City Council Calendar (City Manager/City Clerk) ([View Here](#))
- (d) A Resolution Approving the Disposal of Police Vehicle Unit 1735. (Police Chief) ([View Here](#))
- (e) A Resolution to award of contract to MIG, Inc. to provide professional services in the Community Engagement, Downtown Property. (Community Development Director) ([View Here](#))
- (f) Receive and file the Association of Bay Area Governments (ABAG) Regional Early Action Plan (REAP) Non-Competitive Funding grant in the amount of \$20,000. (Community Development Director) ([View Here](#))

4. **RECOGNITIONS AND PRESENTATIONS**

- (a) Proclamation declaring February 2021 as “Black and African American History Month” ([View Here](#))

5. **REPORTS**

- (a) Planning Commission – Report of January 12, 2021 meeting.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

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

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

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS

- (a) Keller Ridge Drive /Kelok Way Area Traffic and Pedestrian Safety Recommendations (Police Chief) ([View Here](#))

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

10. CLOSED SESSION – None.

11. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be February 2, 2021.

#

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL
TUESDAY, January 5, 2021

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 7:00 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, and Wan. Councilmembers absent: None. Staff present: City Manager Reina Schwartz, Community Development Director Matthew Feske, City Attorney Mala Subramanian, and City Clerk/HR Manager Janet Calderon.

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

3. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Vice Mayor Cloven, to approve the Consent Calendar item 3(a) as amended. (Passed 5-0; vote).

 - (a) Approved the minutes of the City Council's regular meeting of December 15, 2020, as amended. (City Clerk)

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

5. **REPORTS**
 - (a) Planning Commission – Chair A.J. Chippero stated at the Commission's meeting of December 22, 2020, there was scheduled a Public Hearing to Review and Consider the Six Residential-Lot Planned Development Project Initial Study/Mitigated Negative Declaration, General Plan Map Amendment, Zoning Map Amendment, Vesting Tentative Residential Subdivision Map, Development Plan Permit, and Tree Removal Permit. Staff reported that the Applicant had requested that the item be continued; the Planning Commission kept the Public Hearing open to a date uncertain.

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

 - (c) City Manager/Staff

City Manager Reina Schwartz announced Clayton City Hall offices remain closed to in-person services due to COVID stay at home directives.

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

Councilmember Tillman corresponded with the co-chairs of the Library Foundation, met with residents regarding various issues, met with some neighboring City Council

members, volunteered at clothing drives and food bank, was interviewed by a local high school newspaper regarding City politics, met with the City Manager and with the Police Chief and Councilmember Diaz as a part of the Public Safety ad-hoc committee.

Vice Mayor Cloven met with City staff and Laura Hoffmeister for a better understanding of the Trails and Landscaping Committee.

Councilmember Diaz met with the City Manager, the Public Safety ad-hoc committee staff briefing, and met with citizens regarding their freedom of speech and peaceful gathering.

Councilmember Wan indicated "No Report".

Mayor Wolfe emailed constituents, and met with the City Manager.

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

Jenny Yeh expressed her concerns regarding regarding exclusion of outdoor cannabis growth and prohibition of indoor cannabis products storage. She further expressed her concerns over the City's Facebook page postings.

Mayor Wolfe closed public comment.

7. PUBLIC HEARINGS – None.

8. ACTION ITEMS

- (a) City Council request to discuss drafting a letter to California State Department of Housing and Community Development (HCD) and to the Association of Bay Area Government (ABAG) regarding the allocation of 441,176 Housing Units. (Community Development Director)

Community Development Director Matthew Feske presented the report.

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

Dan Hummer expressed his support of the letter to the California State Department of Housing and Community Development.

Jenny Yeh expressed her concerns regarding *Clayton Municipal Code* Section regarding cannabis.

Denise Pursche expressed her support of the letter to the Association of Bay Area Government regarding the allocation of Housing Units.

Howard Geller provided some history during his term on the Clayton City Council in regard to housing allocation numbers. He expressed his support in this type of letter be generated by an organization such as the Mayors conference as it is representative of a larger population of support.

Mayor Wolfe closed public comment.

By consensus of the City Council, the letter was supported with the following changes: addressed to the California State Department of Housing and Community Development with Association of Bay Area Governments and CCC Mayors' Conference copied on the letter, remove Association of Bay Area Governments throughout the letter, change the word "fatally" to "fundamentally", on page 2 change the second paragraph last sentence from "no" to "instead", the forth paragraph last sentence remove "Association of Bay Area Governments", "change statement of correction" to "revise the numbers", second page second paragraph first sentence to remove "this year" to read "in 2020".

It was moved by Councilmember Diaz, seconded by Councilmember Wan, to draft a letter to California State Department of Housing and Community Development regarding the allocation of housing units, as amended. (Passed 5-0; vote).

- (b) Housing legislation and impact to City report. (Community Development Director)

Community Development Director Matthew Feske presented the report.

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

Vice Mayor Cloven requested this item be brought back at a later date with more information on free resources offered by Association of Bay Area Governments and Metropolitan Transportation Commission and California League of Cities with staff recommendations, including a high-level summary of current downtown zoning and any impacts of zoning changes, and larger forum including regarding housing/zoning laws and impacts to Clayton in preparation for updating the Housing Element.

It was moved by Vice Mayor Cloven, seconded by Councilmember Wan, for staff to provide a high-level summary of Downtown zoning and impacts of any changes to zoning; and to identify key resources that are available to provide an overview of housing and zoning laws and their impacts on Clayton as we plan for updating the Housing Element. (Passed 5-0; vote).

9. COUNCIL ITEMS

Councilmember Tillman requested a Proclamation for Black History Month; and a list of cultural heritage days/months and those that have been recognized in Clayton. She further requested research into Closed Captioning during Zoom meetings.

10. CLOSED SESSION – None.

11. ADJOURNMENT– on call by Mayor Wolfe, the City Council adjourned its meeting at 8:32 p.m.

The next regularly scheduled meeting of the City Council will be January 19, 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: 01/19/21

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	1/12/2021	\$ 353,579.75
Cash Requirements Report	Payroll, Taxes	12/16/2020	\$ 88,129.71
Cash Requirements Report	Payroll, Taxes	12/30/2020	\$ 90,841.56
Cash Requirements Report	Payroll, Taxes	1/13/2021	\$ 92,688.14
	Total Required		<u>\$ 625,239.16</u>

Attachments:

1. Open Invoice Report, dated 1/12/21 (5 pages)
2. Cash Requirements report PPE 12/13/20 (1 page)
3. Cash Requirements report PPE 12/27/20 (1 page)
4. Cash Requirements report PPE 1/13/21 (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
All-Guard Systems, Inc.								
All-Guard Systems, Inc.	12/1/2020	12/1/2020	S103706	Service to Library alarm	\$265.40	\$0.00		\$265.40
				<i>Totals for All-Guard Systems, Inc.</i>	<i>\$265.40</i>	<i>\$0.00</i>		<i>\$265.40</i>
American Fidelity Assurance Company								
American Fidelity Assurance Company	12/11/2020	12/11/2020	2088194	FSA PPE 12/13/20	\$83.07	\$0.00		\$83.07
				<i>Totals for American Fidelity Assurance Company</i>	<i>\$83.07</i>	<i>\$0.00</i>		<i>\$83.07</i>
Applied Concepts Inc								
Applied Concepts Inc	12/9/2020	12/9/2020	376446	Message Trailers	\$29,998.53	\$0.00		\$29,998.53
				<i>Totals for Applied Concepts Inc</i>	<i>\$29,998.53</i>	<i>\$0.00</i>		<i>\$29,998.53</i>
AT&T (CalNet3)								
AT&T (CalNet3)	12/22/2020	12/22/2020	15787964	Phones 11/22/20-12/21/20	\$1,254.22	\$0.00		\$1,254.22
				<i>Totals for AT&T (CalNet3)</i>	<i>\$1,254.22</i>	<i>\$0.00</i>		<i>\$1,254.22</i>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	12/3/2020	12/3/2020	17936	Sign parts	\$155.45	\$0.00		\$155.45
Bay Area Barricade Serv.	12/7/2020	12/7/2020	17985	Red paint	\$133.22	\$0.00		\$133.22
Bay Area Barricade Serv.	12/10/2020	12/10/2020	18170	Sign parts	\$17.67	\$0.00		\$17.67
Bay Area Barricade Serv.	12/11/2020	12/11/2020	18172	Street signs	\$296.89	\$0.00		\$296.89
Bay Area Barricade Serv.	12/11/2020	12/11/2020	18202	Street signs, parts	\$204.45	\$0.00		\$204.45
Bay Area Barricade Serv.	12/16/2020	12/16/2020	18342	Sign u-clamps	\$97.82	\$0.00		\$97.82
				<i>Totals for Bay Area Barricade Serv.</i>	<i>\$905.50</i>	<i>\$0.00</i>		<i>\$905.50</i>
Bay Area News Group								
Bay Area News Group	9/30/2020	9/30/2020	1266463	Legal ad, September 2020	\$514.28	\$0.00		\$514.28
				<i>Totals for Bay Area News Group</i>	<i>\$514.28</i>	<i>\$0.00</i>		<i>\$514.28</i>
Berlogar Stevens & Associates Inc.								
Berlogar Stevens & Associates Inc.	10/30/2020	10/30/2020	231083	GHAD services 10/4/20-10/30/20	\$1,707.48	\$0.00		\$1,707.48
				<i>Totals for Berlogar Stevens & Associates Inc.</i>	<i>\$1,707.48</i>	<i>\$0.00</i>		<i>\$1,707.48</i>
CalPERS Health								
CalPERS Health	12/14/2020	12/14/2020	16273350	Medical, January 2020	\$37,632.56	\$0.00		\$37,632.56
				<i>Totals for CalPERS Health</i>	<i>\$37,632.56</i>	<i>\$0.00</i>		<i>\$37,632.56</i>
CalPERS Retirement								
CalPERS Retirement	12/13/2020	12/13/2020	121320	Retirement PPE 12/13/20	\$18,424.44	\$0.00		\$18,424.44
				<i>Totals for CalPERS Retirement</i>	<i>\$18,424.44</i>	<i>\$0.00</i>		<i>\$18,424.44</i>
CCWD								
CCWD	12/7/2020	12/7/2020	Series F	Irrigation 10/6/20-12/2/20	\$25,215.09	\$0.00		\$25,215.09
				<i>Totals for CCWD.</i>	<i>\$25,215.09</i>	<i>\$0.00</i>		<i>\$25,215.09</i>

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
Champion Spray Systems, Inc								
Champion Spray Systems, Inc	12/4/2020	12/4/2020	43841	Repair to pump motor	\$649.18	\$0.00		\$649.18
				<i>Totals for Champion Spray Systems, Inc</i>	<i>\$649.18</i>	<i>\$0.00</i>		<i>\$649.18</i>
Cintas Corporation								
Cintas Corporation	12/3/2020	12/3/2020	4069140599	PW uniforms through 12/3/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	10/15/2020	10/15/2020	4064490374	PW uniforms through 10/15/20	\$49.44	\$0.00		\$49.44
Cintas Corporation	12/10/2020	12/10/2020	4069772729	PW uniforms through 12/10/20, change shirts	\$101.53	\$0.00		\$101.53
Cintas Corporation	12/17/2020	12/17/2020	4070449849	PW uniforms through 12/17/20	\$58.88	\$0.00		\$58.88
				<i>Totals for Cintas Corporation</i>	<i>\$259.29</i>	<i>\$0.00</i>		<i>\$259.29</i>
Cintas Fire Protection								
Cintas Fire Protection	12/8/2020	12/8/2020	OF44741584	Library Fire extinguisher service	\$429.97	\$0.00		\$429.97
Cintas Fire Protection	12/8/2020	12/8/2020	OF44741585	EH Fire extinguisher service	\$720.34	\$0.00		\$720.34
Cintas Fire Protection	12/8/2020	12/8/2020	OF44741583	CH Fire extinguisher service	\$1,654.68	\$0.00		\$1,654.68
Cintas Fire Protection	12/8/2020	12/8/2020	OF44741694	CH Fire extinguisher service	\$790.57	\$0.00		\$790.57
				<i>Totals for Cintas Fire Protection</i>	<i>\$3,595.56</i>	<i>\$0.00</i>		<i>\$3,595.56</i>
City of Concord								
City of Concord	12/11/2020	12/11/2020	86524	Dispatch services January 2021	\$24,418.92	\$0.00		\$24,418.92
				<i>Totals for City of Concord</i>	<i>\$24,418.92</i>	<i>\$0.00</i>		<i>\$24,418.92</i>
Comcast Business (PD)								
Comcast Business (PD)	12/1/2020	12/1/2020	112064806	PD internet November 2020	\$953.38	\$0.00		\$953.38
				<i>Totals for Comcast Business (PD)</i>	<i>\$953.38</i>	<i>\$0.00</i>		<i>\$953.38</i>
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	12/22/2020	12/22/2020	703601	Traffic signal maintenance November 2020	\$13,448.08	\$0.00		\$13,448.08
Contra Costa County Public Works Dept	11/18/2020	11/18/2020	703559	Traffic signal maintenance October 2020	\$4,955.45	\$0.00		\$4,955.45
				<i>Totals for Contra Costa County Public Works Dept</i>	<i>\$18,403.53</i>	<i>\$0.00</i>		<i>\$18,403.53</i>
Critical Reach								
Critical Reach	12/8/2020	12/8/2020	1158	APBnet Annual Support Fee 2021	\$200.00	\$0.00		\$200.00
				<i>Totals for Critical Reach</i>	<i>\$200.00</i>	<i>\$0.00</i>		<i>\$200.00</i>
Diablo Glass Company, Inc								
Diablo Glass Company, Inc	12/7/2020	12/7/2020	I0014975	Glass for CDD door	\$69.33	\$0.00		\$69.33
				<i>Totals for Diablo Glass Company, Inc</i>	<i>\$69.33</i>	<i>\$0.00</i>		<i>\$69.33</i>
Digital Services								
Digital Services	12/19/2020	12/19/2020	11799	IT services 12/3/20-12/19/20	\$1,625.00	\$0.00		\$1,625.00
				<i>Totals for Digital Services</i>	<i>\$1,625.00</i>	<i>\$0.00</i>		<i>\$1,625.00</i>
Dillon Electric Inc								
Dillon Electric Inc	12/14/2020	12/14/2020	4283	Service call 12/4/20, light pole hit	\$260.00	\$0.00		\$260.00

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Dillon Electric Inc</i>					\$260.00	\$0.00		\$260.00
Galaxy Press								
Galaxy Press	12/7/2020	12/7/2020	33916	Printing of Budget FY 2021	\$603.49	\$0.00		\$603.49
<i>Totals for Galaxy Press</i>					\$603.49	\$0.00		\$603.49
Hammons Supply Company								
Hammons Supply Company	12/7/2020	12/7/2020	115417	The Grove janitorial supplies	\$66.25	\$0.00		\$66.25
Hammons Supply Company	12/7/2020	12/7/2020	115419	PD janitorial supplies	\$51.47	\$0.00		\$51.47
Hammons Supply Company	12/21/2020	12/21/2020	115550	Sanitizing wipes	\$73.71	\$0.00		\$73.71
Hammons Supply Company	12/21/2020	12/21/2020	115552	Sanitizing wipes	\$73.71	\$0.00		\$73.71
Hammons Supply Company	12/21/2020	12/21/2020	115551	Sanitizing wipes	\$73.71	\$0.00		\$73.71
Hammons Supply Company	12/11/2020	12/11/2020	115469	Janitorial supplies	\$26.40	\$0.00		\$26.40
<i>Totals for Hammons Supply Company</i>					\$365.25	\$0.00		\$365.25
Harris & Associates, Inc.								
Harris & Associates, Inc.	10/27/2020	10/27/2020	46502	Engineering services 8/23/20-9/26/20	\$10,004.03	\$0.00		\$10,004.03
Harris & Associates, Inc.	12/22/2020	12/22/2020	47024	Engineering services 10/25/20-11/21/20	\$10,004.03	\$0.00		\$10,004.03
Harris & Associates, Inc.	10/27/2020	10/27/2020	46504	Engineering project billings 8/23/20-9/26/20	\$10,965.00	\$0.00		\$10,965.00
Harris & Associates, Inc.	11/19/2020	11/19/2020	46755	Engineering project billings 9/27/20-10/24/20	\$11,057.50	\$0.00		\$11,057.50
Harris & Associates, Inc.	12/22/2020	12/22/2020	47026	Engineering project billings 10/25/20-11/21/2	\$2,110.00	\$0.00		\$2,110.00
Harris & Associates, Inc.	12/22/2020	12/22/2020	47025	Engineering inspections 10/25/20-11/21/20	\$8,330.00	\$0.00		\$8,330.00
Harris & Associates, Inc.	11/19/2020	11/19/2020	46754	Engineering Inspections 9/27/20-10/24/20	\$5,060.00	\$0.00		\$5,060.00
Harris & Associates, Inc.	10/27/2020	10/27/2020	46503	Engineering Inspections 8/23/20-9/26/20	\$2,200.00	\$0.00		\$2,200.00
<i>Totals for Harris & Associates, Inc.</i>					\$59,730.56	\$0.00		\$59,730.56
Health Care Dental Trust								
Health Care Dental Trust	12/21/2020	12/21/2020	288849	Dental January 2021	\$1,928.63	\$0.00		\$1,928.63
<i>Totals for Health Care Dental Trust</i>					\$1,928.63	\$0.00		\$1,928.63
HercRentals, Inc								
HercRentals, Inc	12/17/2020	12/17/2020	31813719-001	Truck rental for COVID prevention	\$1,883.42	\$0.00		\$1,883.42
HercRentals, Inc	12/21/2020	12/21/2020	31813719-002	Truck rental late return	\$446.62	\$0.00		\$446.62
<i>Totals for HercRentals, Inc</i>					\$2,330.04	\$0.00		\$2,330.04
ICMA Retirement Corporation								
ICMA Retirement Corporation	12/13/2020	12/13/2020	121320	457 Plan contributions PPE 12/13/20	\$1,725.00	\$0.00		\$1,725.00
<i>Totals for ICMA Retirement Corporation</i>					\$1,725.00	\$0.00		\$1,725.00
J&R Floor Services								
J&R Floor Services	12/31/2020	12/31/2020	Twelve2020	Janitorial services December 2020	\$2,675.00	\$0.00		\$2,675.00
<i>Totals for J&R Floor Services</i>					\$2,675.00	\$0.00		\$2,675.00
MPA								
MPA	12/31/2020	12/31/2020	December20	Life/LTD December 2020	\$2,138.11	\$0.00		\$2,138.11

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 MPA.</i>					<i>\$2,138.11</i>	<i>\$0.00</i>		<i>\$2,138.11</i>
MSR Mechanical, LLC								
MSR Mechanical, LLC	12/14/2020	12/14/2020	114771	Library HVAC Maint/Service 12/8/20	\$527.17	\$0.00		\$527.17
MSR Mechanical, LLC	12/14/2020	12/14/2020	114772	CH HVAC Maintenance 12/8/20	\$350.00	\$0.00		\$350.00
<i>Totals for MSR Mechanical, LLC</i>					<i>\$877.17</i>	<i>\$0.00</i>		<i>\$877.17</i>
Nationwide								
Nationwide	12/13/2020	12/13/2020	121320	457 Plan contribution PPE 12/13/20	\$500.00	\$0.00		\$500.00
<i>Totals for Nationwide</i>					<i>\$500.00</i>	<i>\$0.00</i>		<i>\$500.00</i>
NBS Govt. Finance Group								
NBS Govt. Finance Group	1/1/2021	1/1/2021	1120000200	CFD Admin Q3 FY21	\$4,873.67	\$0.00		\$4,873.67
NBS Govt. Finance Group	12/14/2020	12/14/2020	1120000394	Disclosure reporting 2007 Bonds	\$2,027.62	\$0.00		\$2,027.62
<i>Totals for NBS Govt. Finance Group</i>					<i>\$6,901.29</i>	<i>\$0.00</i>		<i>\$6,901.29</i>
Pacific Office Automation								
Pacific Office Automation	12/3/2020	12/3/2020	211768	Copier lease pmt 45 of 60	\$106.58	\$0.00		\$106.58
<i>Totals for Pacific Office Automation</i>					<i>\$106.58</i>	<i>\$0.00</i>		<i>\$106.58</i>
PG&E								
PG&E	12/15/2020	12/15/2020	121520	Energy 11/14/20-12/14/20	\$19,035.44	\$0.00		\$19,035.44
PG&E	12/21/2020	12/21/2020	122120	Energy 11/20/20-12/20/20	\$4,712.95	\$0.00		\$4,712.95
<i>Totals for PG&E</i>					<i>\$23,748.39</i>	<i>\$0.00</i>		<i>\$23,748.39</i>
Roto-Rooter Sewer/Drain Service								
Roto-Rooter Sewer/Drain Service	12/4/2020	12/4/2020	51022408769	Service call Restroom-The Grove Park 12/1/2	\$406.97	\$0.00		\$406.97
<i>Totals for Roto-Rooter Sewer/Drain Service</i>					<i>\$406.97</i>	<i>\$0.00</i>		<i>\$406.97</i>
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	12/1/2020	12/1/2020	103584998-001	Irrigation control parts	\$13,004.00	\$0.00		\$13,004.00
Site One Landscape Supply, LLC	12/14/2020	12/14/2020	105420726-001	Two-cycle oil	\$221.91	\$0.00		\$221.91
Site One Landscape Supply, LLC	12/11/2020	12/11/2020	105404291-001	Landscape supplies	\$812.10	\$0.00		\$812.10
<i>Totals for Site One Landscape Supply, LLC</i>					<i>\$14,038.01</i>	<i>\$0.00</i>		<i>\$14,038.01</i>
Staples Business Credit								
Staples Business Credit	11/25/2020	11/25/2020	1631987996	Office supplies	\$240.72	\$0.00		\$240.72
<i>Totals for Staples Business Credit</i>					<i>\$240.72</i>	<i>\$0.00</i>		<i>\$240.72</i>
State Water Resources Control Board								
State Water Resources Control Board	12/8/2020	12/8/2020	SW-0205427	Stormwater annual permit fee (discharge perm	\$8,992.00	\$0.00		\$8,992.00
<i>Totals for State Water Resources Control Board</i>					<i>\$8,992.00</i>	<i>\$0.00</i>		<i>\$8,992.00</i>
Swenson's Mobile Fleet Repair								
Swenson's Mobile Fleet Repair	12/15/2020	12/15/2020	I002359	Repair to 2015 F250, driver mirror	\$476.18	\$0.00		\$476.18

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
Swenson's Mobile Fleet Repair	12/22/2020	12/22/2020	I002383	Gas Cap	\$16.96	\$0.00		\$16.96
				<i>Totals for Swenson's Mobile Fleet Repair</i>	<i>\$493.14</i>	<i>\$0.00</i>		<i>\$493.14</i>
Unico Glass, LLC								
Unico Glass, LLC	12/17/2020	12/17/2020	1194	Auto glass replacement, Irrigation van	\$292.79	\$0.00		\$292.79
				<i>Totals for Unico Glass, LLC</i>	<i>\$292.79</i>	<i>\$0.00</i>		<i>\$292.79</i>
US Bank (CM 9690)								
US Bank (CM 9690)	11/25/2020	11/25/2020	5950562	CFA Admin fee 11/1/20-10/31/21	\$786.50	\$0.00		\$786.50
				<i>Totals for US Bank (CM 9690)</i>	<i>\$786.50</i>	<i>\$0.00</i>		<i>\$786.50</i>
US Bank Ops Center								
US Bank Ops Center	12/10/2020	12/10/2020	1694541	Successor agency Debt service pmt	\$17,307.06	\$0.00		\$17,307.06
				<i>Totals for US Bank Ops Center</i>	<i>\$17,307.06</i>	<i>\$0.00</i>		<i>\$17,307.06</i>
Verizon Wireless								
Verizon Wireless	12/1/2020	12/1/2020	9868171311	Cell phones 11/2/20-12/1/20	\$250.15	\$0.00		\$250.15
				<i>Totals for Verizon Wireless</i>	<i>\$250.15</i>	<i>\$0.00</i>		<i>\$250.15</i>
Voyager - CalCard								
Voyager - CalCard	11/30/2020	11/30/2020	869471458043	Fleet card set-up fee	\$92.25	\$0.00		\$92.25
				<i>Totals for Voyager - CalCard</i>	<i>\$92.25</i>	<i>\$0.00</i>		<i>\$92.25</i>
Waraner Brothers Tree Service								
Waraner Brothers Tree Service	12/17/2020	12/17/2020	15516	Tree work CH Parking lot	\$1,200.00	\$0.00		\$1,200.00
Waraner Brothers Tree Service	12/2/2020	12/2/2020	15491	Storm damage tree work Main St	\$300.00	\$0.00		\$300.00
Waraner Brothers Tree Service	12/17/2020	12/17/2020	15504	Tree work Lydia Ln/Clayton Rd	\$2,400.00	\$0.00		\$2,400.00
Waraner Brothers Tree Service	12/2/2020	12/2/2020	15493	Tree work Clayton Rd & Oakhurst Dr	\$6,975.00	\$0.00		\$6,975.00
Waraner Brothers Tree Service	12/17/2020	12/17/2020	15515	Tree work Clifford Ct	\$1,350.00	\$0.00		\$1,350.00
Waraner Brothers Tree Service	12/17/2020	12/17/2020	15517	Tree work Clayton Rd-DVMS & Peacock Cre	\$1,200.00	\$0.00		\$1,200.00
Waraner Brothers Tree Service	12/2/2020	12/2/2020	15492	Tree work Somerville Trail	\$675.00	\$0.00		\$675.00
				<i>Totals for Waraner Brothers Tree Service</i>	<i>\$14,100.00</i>	<i>\$0.00</i>		<i>\$14,100.00</i>
Workers.com								
Workers.com	12/11/2020	12/11/2020	128825	Seasonal workers week end 12/6/20	\$3,690.04	\$0.00		\$3,690.04
Workers.com	12/4/2020	12/4/2020	128773	Seasonal workers week end 11/29/20	\$2,214.04	\$0.00		\$2,214.04
Workers.com	12/24/2020	12/24/2020	128920	Seasonal workers week end 12/18/20	\$3,673.53	\$0.00		\$3,673.53
Workers.com	12/18/2020	12/18/2020	128874	Seasonal workers week end 12/13/20	\$3,591.64	\$0.00		\$3,591.64
				<i>Totals for Workers.com</i>	<i>\$13,169.25</i>	<i>\$0.00</i>		<i>\$13,169.25</i>
Zumar								
Zumar	12/12/2020	12/12/2020	2020-001	Flashing stop signs	\$13,346.64	\$0.00		\$13,346.64
				<i>Totals for Zumar.</i>	<i>\$13,346.64</i>	<i>\$0.00</i>		<i>\$13,346.64</i>
GRAND TOTALS:					\$353,579.75	\$0.00		\$353,579.75

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/16/20: \$88,129.71

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	88,129.71
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	88,129.71
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	13,984.67
	CASH REQUIRED FOR CHECK DATE 12/16/20	102,114.38

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
12/15/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	67,122.52	
12/15/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	67,786.02
12/15/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	2,121.57	2,121.57
12/15/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 12/15/20		69,982.59
12/16/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	163.99	
				Medicare	1,397.77	
				Fed Income Tax	10,804.51	
				CA Income Tax	4,147.61	
				Total Withholdings	16,513.88	
				Employer Liabilities		
				Social Security	163.99	
				Medicare	1,397.81	
				Fed Unemploy	11.28	
				CA Unemploy	58.28	
				CA Emp Train	1.88	
				Total Liabilities	1,633.24	18,147.12
				EFT FOR 12/16/20		18,147.12
				TOTAL EFT		88,129.71

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/30/20: \$90,841.56

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	90,841.56
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	90,841.56
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,566.73
	CASH REQUIRED FOR CHECK DATE 12/30/20	105,408.29

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
12/29/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	69,676.82	
12/29/20	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	70,340.32
12/29/20	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	1,715.63	1,715.63
12/29/20	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 12/29/20		72,130.95
12/30/20	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	44.95	
				Medicare	1,424.46	
				Fed Income Tax	10,424.05	
				CA Income Tax	4,015.54	
				Total Withholdings	15,909.00	
				Employer Liabilities		
				Social Security	1,093.27	
				Medicare	1,424.48	
				Fed Unemploy	44.82	
				CA Unemploy	231.57	
				CA Emp Train	7.47	
				Total Liabilities	2,801.61	18,710.61
				EFT FOR 12/30/20		18,710.61
				TOTAL EFT		90,841.56

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/13/21: \$92,688.14

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	92,688.14
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	92,688.14
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	16,082.28
	CASH REQUIRED FOR CHECK DATE 01/13/21	108,770.42

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/12/21	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	68,978.74	
01/12/21	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	663.50	69,642.24
01/12/21	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	1,485.51	1,485.51
01/12/21	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	75.00	75.00
				EFT FOR 01/12/21		71,202.75
01/13/21	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		
				Social Security	145.70	
				Medicare	1,434.52	
				Fed Income Tax	10,891.97	
				CA Income Tax	4,278.00	
				Total Withholdings	16,750.19	
				Employer Liabilities		
				Social Security	145.70	
				Medicare	1,434.52	
				Fed Unemploy	573.63	
				CA Unemploy	2,485.75	
				CA Emp Train	95.60	
				Total Liabilities	4,735.20	21,485.39
				EFT FOR 01/13/21		21,485.39
				TOTAL EFT		92,688.14



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk/ HR Manager

DATE: January 19, 2021

SUBJECT: Proposed 2021 Calendar of City Council and Planning Commission Meeting Dates

RECOMMENDATION

By minute action, approve the proposed 2021 Calendar of City Council and Planning Commission Meeting Dates.

BACKGROUND

In preparation for the 2021 calendar year, attached is the proposed list of 2021 City Council and Planning Commission meetings for consideration and approval. These proposed meeting dates are subject to change, and special meetings may also be scheduled at any time in accordance with *Clayton Municipal Code* Sections 2.12.090 and 2.14.070.

FISCAL IMPACT

None.

Attachments: A. 2021 Meeting Dates of the City Council and Planning Commission. (1 page)

2021 Regular Meetings
Clayton City Council and Planning Commission

City Council

January 5th
January 19th

February 2nd
February 16th

March 2nd
March 16th

April 6th
April 20th

May 4th
May 18th

June 1st
June 15th

July 6th
July 20th

August 3rd
August 17th

September 7th
September 21st

October 5th
October 19th

November 2nd
November 16th

December 7th
December 21st

Planning Commission

January 12th
January 26th

February 9th
February 23rd

March 9th
March 23rd

April 13th
April 27th

May 11th
May 25th

June 8th
June 22nd

July 13th
July 27th

August 10th
August 24th

September 14th
September 28th

October 12th
October 26th

November 9th
November 23rd

December 14th
December 28th



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Elise Warren, Chief of Police

DATE: City Council Meeting Date, January 19, 2021

SUBJECT: A Resolution Approving the Disposal of Police Vehicle Unit 1735

RECOMMENDATION

It is recommended that City Council adopt the attached resolution authorizing the City to dispose of Police Vehicle 1735.

BACKGROUND

Each year, the Police Department purchases one new patrol vehicle and disposes one old vehicle.

DISCUSSION

On May 5, 2020, City Council approved the purchase of a new patrol vehicle and the disposal of vehicle 1734. The vehicle to be disposed is generally the oldest vehicle in the fleet.

In May 2020, unit 1734 was the oldest vehicle and was slated to be disposed by auction once the new patrol vehicle arrived. Since that time, vehicle unit 1735's transmission has failed and the repair costs exceed the value of the vehicle. The Police Department has decided it is more cost efficient to keep unit 1734 and dispose of unit 1735 instead.

FISCAL IMPACTS

None.

ATTACHMENTS

None

RESOLUTION NO. ###- 2021

**RESOLUTION DECLARING A 2011 FORD PATROL VEHICLE (UNIT NUMBER 1735) AS
SURPLUS TO CITY'S NEEDS**

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

WHEREAS, the City of Clayton Police Department uses patrol vehicles to perform the patrol function and provide law enforcement services to the community;

WHEREAS, patrol vehicles need to be replaced on a regular basis to assure each is in operable and dependable condition for public safety and first responder services; and

WHEREAS, the City Council had previously determined to surplus vehicle unit number 1734, vehicle unit 1735 has since become entirely inoperable and it is more advantageous to surplus unit 1735.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby formally approve as follows:

Section 1.

Does herewith declare an existing 2011 Ford Crown Victoria (vehicle unit number 1735) as surplus to the City's need and authorizes the City Manager to dispose of said vehicle by public auction.

APPROVED by the City Council of Clayton, California at a regular public meeting held the 19th day of January 19, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON,
CA

Carl Wolfe, Mayor

ATTEST:

Janet Calderon, City Clerk



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina Schwartz, City Manager

BY: Matthew Feske, Community Development Director

DATE: January 19, 2021

SUBJECT: Award of Contract to MIG, Inc. to provide professional services in the Community Engagement, Downtown Property

RECOMMENDATION

It is recommended that the City Council:

1. Award a contract to MIG, Inc. to provide professional services for a Community Engagement Project, in an amount not-to-exceed \$49,950;
2. Approve said Agreement for one year beginning January 19, 2021 and expiring on January 19, 2022, with a one-year extension if needed;
3. Authorize the City Manager to execute and administer said Agreement in substantially the form attached, and in such final form as approved by the City Attorney.

BACKGROUND

After an open and competitive selection process, on December 15, 2020, the City Council selected MIG, Inc. as the consultant for the Community Engagement, Downtown Property with direction to prepare the Professional Service Agreement.

FISCAL IMPACTS

The City Council authorized the allocation of \$50,000 from the Downtown Economic Development CIP and no additional funding is anticipated.

ATTACHMENTS

1. Resolution Approving Agreement and Appropriating Funds
2. Professional Services Agreement with MIG, Inc.
3. Exhibit A - Proposal from MIG for Community Engagement Project

RESOLUTION NO. ###-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
APPROVING AN AGREEMENT WITH MIG TO PROVIDE PROFESSIONAL
SERVICES FOR ENGAGING THE COMMUNITY IN VISIONING OF THE
DOWNTOWN PROPERTY AND APPROPRIATES \$50,000 FROM THE
DOWNTOWN ECONOMIC DEVELOPMENT CIP FOR THE PROJECT**

WHEREAS, the City issued a Request for Proposal for a Community Engagement Process for a Downtown Property starting November 3, 2020 and ending on November 27, 2020; and

WHEREAS, the City received two proposals for this project;

WHEREAS, on December 15, 2020 the City Council selected MIG, Inc. as the consultant for this project engaging the community, which includes community meetings and charrettes, in visioning of the downtown property and producing an action plan; and

WHEREAS, on December 15, 2020 the City Council also authorized funding for the project in the amount of \$50,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton hereby:

1. Approves an agreement with MIG, Inc. to provide professional services for engaging the community, which includes community meetings and charrettes, in visioning of the Downtown Property and producing an action plan; and
2. Appropriates \$50,000 from the Downtown Economic Development CIP for the project.

ADOPTED ON January 19, 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

ATTACHMENT 2

CITY OF CLAYTON PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of January 19, 2021 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 MIG Inc., a C-Corporation with its principal place of business at 800 Hearst Avenue, Berkeley, CA 94710 (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:

Community Engagement Project, Downtown Property, APN 11-560-010 (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$49,950. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

ATTACHMENT 2

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within two hundred ten (210) calendar days. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

ATTACHMENT 2

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

a. Commercial General Liability

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

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

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

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

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

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

ATTACHMENT 2

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)

ATTACHMENT 2

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

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

ATTACHMENT 2

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 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

ATTACHMENT 2

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 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.

ATTACHMENT 2

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 (“Prevailing Wage Laws”). 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 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 (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement 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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

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

ATTACHMENT 2

from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

This section not used.

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

ATTACHMENT 2

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: Community Development Director

CONSULTANT:

MIG, Inc.

800 Hearst Avenue

Berkeley, CA 94710

Attn: Joan Chaplick

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,

ATTACHMENT 2

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

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT 2

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND EMERGENCY PLANNING CONSULTANTS (EPC)**

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

CITY OF CLAYTON

MIG, Inc.

By: _____
Reina Schwartz
City Manager

By: _____
Joan Chaplick
Principal-in-Charge

ATTEST:

By: _____
Janet Calderon
City Clerk

ATTACHMENT 2

EXHIBIT A

Scope of Services

See attached Exhibit A

ATTACHMENT 2

EXHIBIT B

Schedule of Charges/Payments

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

EXHIBIT A

PROPOSAL

CITY OF CLAYTON

Founded 1857 Incorporated 1964

COMMUNITY ENGAGEMENT PROJECT

DOWNTOWN PROPERTY, APN 11-560-010



RFP2020-01 | NOVEMBER 25, 2020



800 HEARST AVENUE | BERKELEY, CA 94710
(510) 845-7549 | WWW.MIGCOM.COM



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CALIFORNIA

BERKELEY, FULLERTON,
LOS ANGELES, PASADENA,
RIVERSIDE, SACRAMENTO, SAN
DIEGO, SAN JOSE,
AND SONOMA

COLORADO

DENVER

OREGON

PORTLAND

TEXAS

SAN ANTONIO

WASHINGTON

SEATTLE

November 25, 2020

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Matthew Feske
mfeske@ci.clayton.ca.us

RE: City of Clayton Community Engagement Project, Downtown Property, APN 11-560-010

Dear Mr. Feske and Selection Committee Members:

MIG respects and supports the City of Clayton's emphasis on moving away from traditional meetings and surveys so that different formats can help stimulate participation and bring new thinking to Clayton's downtown. We are pleased to present our proposal to be considered for the opportunity to conduct engagement for the Downtown Property. MIG brings a fresh array of new and proven tools to this effort.

Restrictions due to the global pandemic have moved more people on-line so we expect broader participation in the digital environment—as long as people are invited in a compelling way. MIG has been working in a digital environment since 2001 when our technology studio was founded. The studio is constantly innovating to respond to changing conditions and 2020 has created many opportunities for our team to test and enhance a wide variety of options for engaging the community.

Our project team includes skilled land use planners, urban designers, graphics experts, and outreach specialists. Collectively, we have mastered ways for attracting and engaging people beyond those who would typically participate. Our educational processes ensure that participants understand the general parameters that need to be addressed. Our designers and planners can translate community ideas into inspiring and implementable ideas and then test them using a variety of formats. An MIG-led Zoom meeting goes well beyond digital talking heads and incorporates multiple digital tools to invite and capture input for consideration by the community. The community can further discuss the options using "Consider-it," an on-line discussion tool that fosters moderated dialogue and enables participants to align with others who share similar opinions and rationales. The MIG Team can add educational information to the discussion to see how opinions change as new information is added. After a set period of discussion time, the team has a rich data set of opinions and a much deeper understanding of community likes and dislikes. A key benefit of this and other digital tools is that metrics are built in so decision makers will have quantified results that show the level of participation and support for the ideas being proposed through this effort.

We welcome the opportunity to demonstrate our skills and share our ideas for creatively engaging the residents of Clayton in this effort. Please contact me by email at joanc@migcom.com or by phone at 510-845-7549 ext 1420.

Sincerely,

Joan Chaplick, AICP
Principal-in-Charge

PROPOSAL SUMMARY SHEET**COMMUNITY ENGAGEMENT PROJECT
DOWNTOWN PROPERTY, APN 11-560-010****Proposals are due November 27, 2020 by 5:00 pm PST**

Interested consultants should submit this form with their proposal. Provide in a separate sealed envelope.

Signed: **Name/Title (Printed):** Joan Chaplick, AICP, Principal-in-Charge**Company/Consultant:** MIG, Inc.**Company DUNS Number (Required for Federal contracts):** 154641435**Tax ID No.:** 94-3116998**Address:** 800 Hearst Ave, Berkeley, CA 94710**Phone Number:** (510) 845-7549**Email Address:** joanc@migcom.com**Indicate if firm is a small business and/or a minority or woman-owned business:**N/A



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01

Firm Overview

About MIG

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has worked extensively with public agencies and policy makers throughout the United States to effectively communicate complex issues to key stakeholders, businesses, and the public, enabling them to actively participate in policy, planning, and design processes and make informed decisions that impact every aspect of their lives. The depth of our expertise encompasses engagement in every form—in-person, written, visual, and electronic—combined with exceptional skills in facilitation and consensus building. We are renowned for our ability to reach target audiences, especially those with little or no tradition of participating in civic processes. The breadth of our experience is unparalleled—from transportation and housing to social services and public health to environmental impacts and economic development. We work at every scale from a single site design to a statewide campaign. Our approach is based on a thorough understanding of multiple objectives and needs; efficiency and accuracy in information gathering and sharing; and creativity and innovation in communications and collaboration.

Type of Organization: **C-Corporation**

Principal Office: **Berkeley, CA**

Years in Business: **38**

Number of Employees: **240**



02

Team Introduction / Organization

MIG is pleased to present a team with senior leadership and strong team-based project management skills and planning and technical capabilities.

Joan Chaplick will serve as Principal-in-Charge, lending her substantial experience in large-scale project management, transportation planning, and public outreach and facilitation. Her team leadership will ensure that the highest-quality standards are met on each project. Joan brings proven experience from managing processes and plan development. She is also skilled at virtual facilitation and will bring her expertise with various online platforms to promote team communication and efficient project management.

Noé Noyola will serve as Project Manager bringing 15 years of experience in project management, facilitation, and public engagement. Noé is a highly skilled and dedicated community planner and facilitation specialist whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation.

Dan Amsden is an experienced, personable problem solver whose patience and poise enable him to navigate the most complex and controversial urban planning projects. Whether cutting through unnecessary regulations and roadblocks, or developing community buy-in, Dan enjoys finding multifaceted solutions through collaboration and engagement.

TECHNICAL SUPPORT

Below are key technical MIG staff that will compliment and support the team.

- » **Chase Mullen**, Urban Designer
- » **Ed Canalin**, Creative Director
- » **Madeleine Salem**, Graphics and Outreach

AREAS OF EXPERTISE

- » Community Engagement
- » Community Planning
- » Facilitation
- » Stakeholder Engagement
- » Virtual Facilitation and Engagement
- » Consensus Building

EDUCATION

- » MRP, University of Pennsylvania, Philadelphia
- » BS, Environmental Resource Management, Pennsylvania State University

REGISTRATIONS

- » AICP Certified Planner

PROFESSIONAL AFFILIATIONS

- » Citizen Involvement in Planning and Design Graduate Course, University of California, Berkeley, Instructor

AWARDS

- » NorCal APA Public Outreach Award of Merit, Last Chance Grade, 2019
- » APA National Award for Excellence in Public Outreach, Southern Nevada Strong, 2016
- » APA Florida Best Practices Award, Envision Alachua Public Outreach and Consensus Building Process, 2013

Joan Chaplick, AICP**PRINCIPAL-IN-CHARGE**

Joan Chaplick is an expert public outreach strategist and facilitator who has been engaging communities in collaborative planning and design for over two decades. Joan's work has supported the advancement and implementation of projects impacting hundreds of communities throughout the West, including transportation, infrastructure, natural resources, recreation, land use, and organizational development. She enjoys bringing people with different perspectives together to solve commonly defined problems. Her quick thinking, humor, and ability to inject focus and clarity to a discussion have been honed through her experience in theater and storytelling. Whether it's an intimate strategic planning session or a large-scale community workshop, Joan's facilitation style builds trust and consensus—keeping the conversation on track while allowing new ideas to be revealed and explored. She crafts and directs public and stakeholder involvement processes that incorporate multilingual outreach techniques and tools to ensure that projects reflect and respond to each community's diverse needs. Joan creates a conduit for clients and their constituents to talk to and listen to each other, so they are mutually invested in a project's success—ultimately, saving time and resources for everyone's benefit. Joan is a firm leader in virtual facilitation. She has hosted interactive video conferences ranging from 6 person focus groups to 500 person statewide events. Joan has developed best practices, combined with digital tools to ensure fun, efficient and productive videoconferences—on Zoom and other platforms.

SELECTED PROJECT EXPERIENCE

- » Caltrans Planning Public Engagement Contract (PPEC 2, 4 and 5), Statewide, CA
- » Southern Nevada Strong Regional Transportation, Jobs and Housing Plan Outreach, Henderson, NV
- » Envision Alachua Public Outreach and Consensus Building Process, Gainesville, FL
- » Visión Salinas, Integrated Outreach and Project Identity, Salinas, CA
- » Sustainable Transportation Plan, Santa Cruz, CA
- » San Carlos Focused General Plan Update, Community Outreach, San Carlos, CA
- » Highway 17 Access Management Plan, Community Outreach and Education, Santa Cruz, CA
- » Caltrans District 5 Bicycle and Pedestrian Plan, Community Engagement Strategy, Central Coast, CA
- » BART Title VI Public Outreach Meetings, San Francisco Bay Area, CA
- » Belle Haven Community Visioning and Action Plan, Menlo Park, CA
- » San Carlos Focused General Plan Update, Community Outreach, San Carlos, CA

AREAS OF EXPERTISE

- » Project Management
- » Community Planning
- » Diverse Community Outreach and Public Involvement
- » Strategic Communication
- » Facilitation
- » Spanish Fluency
- » Urban Planning
- » Infrastructure Outreach
- » Policy Analysis
- » Sustainable Mobility

EDUCATION

- » MCP, University of California, Berkeley
- » BA, Political Science and Spanish, Sonoma State University, Rohnert Park, California

AWARDS

- » APA Northern California Section Merit Award for Public Outreach, City of Salinas 2014-16 Housing and Community Initiatives Public Outreach Program, 2017

Noé R. Noyola

PROJECT MANAGER / ENGAGEMENT SPECIALIST

Noé Noyola is a highly skilled and dedicated community planner and project manager whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation. During a college-year abroad in Denmark, Noé lived in an urban environment that was “healthy,” not just in physical fitness, but in social interaction and connection—which led him to his chosen field. He is keenly aware of the emotional ties that people have to their communities and strives to acknowledge this so that people will engage more productively and authentically in his projects. Noé’s cultural competency—fluency in Spanish—and mastery of process and meeting facilitation enable him to effectively bridge technical content with impacted, and often under-served, stakeholder communities. A creative communicator and facilitator, he ensures an open and balanced exchange of information and ideas that paves the way for collective decision-making and results in positive outcomes.

SELECTED PROJECT EXPERIENCE

- » Pajaro River Community Flood Protection Project, Outreach and Facilitation, Watsonville, CA
- » Bohemian Highway Bridge Replacement, Russian River, Monte Rio, CA
- » Salinas Police Station Development, Stakeholder Engagement, Salinas, CA
- » Cherryland Community Center Development, Outreach and Workshop Facilitation, Hayward Area Recreation and Parks District, Hayward, CA
- » Neighborhood Bridges Replacement Outreach, San Anselmo, CA, San Rafael CA
- » Pedestrian Overcrossing Bridges Outreach, Mountain View and Clovis, CA
- » UC Berkeley Global Campus Development - Community Benefits Facilitation, Richmond, CA
- » Monte Rio Bridge Replacement, Monte Rio, CA
- » San Rafael-Southern Heights Bridge, San Rafael, CA
- » San Anselmo/Ross Bridges, San Anselmo, CA
- » Valley Link Commuter Rail, Outreach and Stakeholder Engagement, San Joaquin and Alameda Counties, CA
- » Franklin Boulevard Complete Streets Improvements, Bilingual Community Engagement, Sacramento, CA
- » Sustainable Transportation Engagement, Santa Cruz County Regional Transportation Commission, Santa Cruz County, CA
- » Highway 17 Access Management Plan, Community Outreach and Education, Santa Cruz County, CA
- » Caltrans California Transportation Plan 2050, Outreach and Project Identity, Statewide, CA
- » Downtown Specific Plan, Sustainable Grants Application and Demographic Research, Watsonville, CA

AREAS OF EXPERTISE

- » Urban Planning and Design
- » TOD Planning
- » Specific and General Plans
- » Community Development
- » Community Engagement and Facilitation

EDUCATION

- » MCRP, Cal Poly, San Luis Obispo
- » Graduate Certificate in Planning Law, Rutgers
- » BA, Geography, University of California, Santa Barbara

REGISTRATIONS

- » AICP Certified Planner

PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Society for College and University Planning (SCUP)
- » APA California, Sacramento Valley Section, Board Member

AWARDS

- » Local Vision Award, Franklin Boulevard Business District, Sacramento Valley APA, 2019
- » SGC Sustainable Planning Best Practices Case Study, Burlingame General Plan, 2018
- » SGC Sustainable Planning Best Practices Case Study, Anaheim Canyon Specific Plan, 2018
- » Top Planning Website Award, Hayward 2040 General Plan ePlan (Planetizen), 2018

Dan Amsden, AICP**SENIOR PLANNER**

Dan Amsden is an experienced, personable problem solver whose patience and poise enable him to navigate the most complex and controversial urban planning projects. His father planted the planning seed before Dan left for college where the idea of helping to organize the built world took root, leading him to study geography, city and regional planning, and eventually regulatory law. As timelines to produce results have become more compressed, he uses his land use, public policy and engagement expertise to devise effective strategies that streamline and focus projects on action-oriented change. Whether cutting through unnecessary regulations and roadblocks, or developing community buy-in, Dan enjoys finding multifaceted solutions through collaboration and engagement. He is committed to diversity and inclusion in his projects, as well as within the field of planning itself, serving as a Board member for diversity and inclusion with APA California. From general and specific plans to zoning and urban design, Dan is always seeking ways to innovate—creating better processes, projects, and outcomes for his clients and communities.

SELECTED PROJECT EXPERIENCE

- » 24th Street Feasibility Study, Sacramento, CA
- » Anaheim Canyon Specific Plan and Code Update, Anaheim, CA
- » Bascom Corridor Complete Street Study, San José, CA
- » Burlingame General Plan and Zoning Ordinance Update and EIR, Burlingame, CA
- » CADA Envision O Street Corridor Plan, Sacramento, CA
- » Cupertino General Plan Amendment, Cupertino, CA
- » Downtown Hawthorne Specific Plan, Hawthorne, CA
- » Franklin Boulevard Corridor Plan, Sacramento, CA
- » Hayward General Plan Update, Hayward, CA
- » Heart of Fairfield Downtown Specific Plan and EIR, Fairfield, CA
- » Nishi Gateway Sustainable Innovation District, Davis, CA
- » North Franklin Boulevard District Plan, Sacramento, CA
- » River District Placemaking Strategy, Sacramento, CA
- » River District Vision for the Future, Sacramento, CA
- » SACOG Regional TOD Action Plan, Sacramento, CA
- » Sacramento 2030 General Plan, Sacramento, CA
- » Sacramento Inclusive Economic Development Strategy, Sacramento, CA
- » San Antonio Comprehensive Plan, San Antonio, TX
- » San Pablo Avenue Specific Plan, El Cerrito and Richmond, CA
- » Santa Rosa General Plan Update, Santa Rosa, CA
- » UC Davis Long Range Development Plan, Davis, CA

AREAS OF EXPERTISE

- » Urban Design and Planning
- » Visualizations
- » Graphics

EDUCATION

- » BS, Environmental Design and Planning, University of Colorado at Boulder

Chase Mullen**URBAN DESIGNER**

Chase Mullen is an urban designer and technology expert with a unique specialization in three-dimensional (3D) visualization and graphics. The son of a planner, Chase learned AutoCAD while still in elementary school and he was so fascinated with the idea of creating virtual places that he taught himself 3D modeling. Now he develops software, methods, and tools to use technology to elicit meaningful input and encourage informed decision-making in planning and design. With an acute eye for graphics and interactivity, Chase molds GIS, CAD, 3D, and VR (virtual reality) data into models that allow people to see and experience potential policy changes or design ideas. He is continuously engineering new software and work flows in anticipation of encountering a problem where they might be useful. Chase also strives to advance 3D visualization within the field to help clients, communities, and colleagues make decisions more efficiently and effectively. He has taught undergraduate and graduate courses and spoken at national and state planning conferences on the creation and application of 3D visualization to public engagement.

SELECTED PROJECT EXPERIENCE

- » North Franklin Boulevard Streetscape Plan, Sacramento, CA
- » Highway 42 Underpass and Urban Design, Louisville, CO
- » Carson City Downtown Plan, Carson City, NV
- » Nishi Gateway, Davis, CA
- » Downtown Hawthorne Specific Plan, Hawthorne, CA
- » North Tryon Vision and Implementation Plan, Charlotte, NC
- » Euclid Avenue and National Avenue Master Plans, San Diego, CA
- » Northglenn Sustainability Assessment, Northglenn, CO
- » Marina del Rey Visioning and Local Coastal Program Update, Marina del Rey, CA
- » Orchard Station Sub Area Plan, Greenwood Village, CO
- » Rathbun Corridor Sustainability Plan, Big Bear, CA
- » Steamboat Springs Downtown and Base Area 3D Model, Steamboat Springs, CO
- » Redwood City Inner Harbor Specific Plan, Redwood City, CA
- » Superior Town Center, Superior, CO
- » South Bascom Avenue - Urban Village Plan, San José, CA
- » West San Carlos Street - Urban Village Plan, San José, CA
- » SamTrans Grand Boulevard Initiative, San Mateo County, CA
- » CCC/Denver Performing Arts Center Urban Design Framework Plan, Denver, CO
- » Lakewood RTD FasTracks / Lightrail TOD Center Visualizations, Lakewood, CO
- » Sheridan Station Catalytic Project, Denver, CO
- » Boulder Transit Village (Phase 1), Boulder, CO
- » Sister Cities' Municipal Plaza, Boulder, CO

AREAS OF EXPERTISE

- » Graphic Design
- » Branding and Identity
- » Strategic Communications
- » Website Development
- » Digital Engagement and Promotion
- » Art Direction

EDUCATION

- » BA, Illustration, California College of Arts and Crafts, Oakland

Ed Canalin**ART DIRECTOR**

Ed Canalin is a gifted illustrator and award-winning graphic designer who has contributed to the creative direction of nearly every communications and marketing piece produced by MIG since he became Art Director in 2000. Ed's conceptual, illustrative, and design skills were developed B.C. (before computers), and his mastery of print design was also developed early on. He learned the offset printing process out of necessity—he was the only graphic designer in one of his first jobs, where he worked closely with a master printer. His skills have since expanded to encompass video, animation, web and social media design, and experiential design. He is inspired by the innovation and creativity he sees in the range of work crafted and produced at MIG in collaboration with each client. From branding and identity to social marketing and behavior change to wayfinding and websites, Ed leverages his experience and his finely-honed instincts to generate ideas with a fresh perspective and a dash of humor. His efficient execution and flexibility in response to feedback result in designs that communicate and engage in beautiful ways. Ed is involved in every phase of the design process from concept to delivery of finished art, ensuring that timelines and budgets are met without sacrificing quality.

SELECTED PROJECT EXPERIENCE

- » “Big I” Reconstruction Marketing Campaign, Albuquerque, NM
- » ACTC Media and Public Relation Services, Alameda County, CA
- » California State University at Monterey Bay Master Plan Update, Monterey, CA
- » Craig Ranch Regional Park Signage, North Las Vegas, NV
- » Energy Upgrade California, Statewide, CA
- » Fastrak Marketing, Bay Area Toll Authority, Bay Area, CA
- » Golden Eagle Regional Park Signage, Sparks, NV
- » Home Energy Retrofit Marketing Campaign, Los Angeles County, CA
- » Irvine Shuttle Brand and Marketing Plan, Irvine, CA
- » KidConnections and KidScope, Branding and Identity Projects, Santa Clara County, CA
- » KidScope Brand and Identity, Santa Clara County, CA
- » Northern California E-RIC Branding, Lawrence Berkeley National Laboratory, Berkeley, CA
- » Renovo Communities Identity System, Del Valle Development Group, Statewide, CA
- » San Gabriel River Master Plan, Los Angeles, CA
- » Solano Transportation Authority Safe Routes to School Marketing, Solano County, CA
- » UC Davis Long Range Development Plan, Davis, CA
- » University of California at Berkeley New Century Plan Website, Berkeley, CA
- » Ventura Community Park Signage, Ventura, CA
- » Washington, DC Comprehensive Plan Website, Washington, DC

AREAS OF EXPERTISE

- » Graphic Design
- » Branding and Identity
- » Illustration
- » Social Media
- » Advertising

EDUCATION

- » BA, Design, Visual Communication Emphasis, University of California, Davis
- » BA, Psychology, University of California, Davis

Madeleine Salem

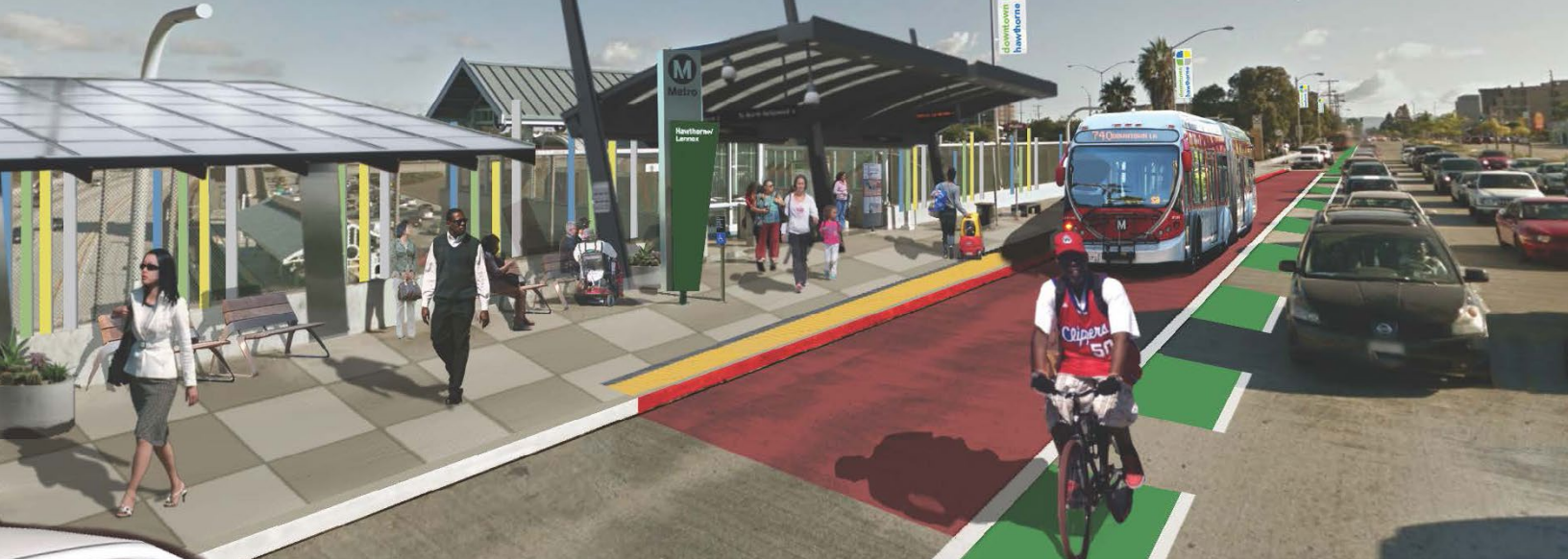
GRAPHICS AND OUTREACH

Madeleine Salem contributes to the MIG Team with visual arts and graphic design. An accomplished designer of print and web products, her experience includes long-form document development, information hierarchy and template creation to support clients' communication goals. Madeleine's broad range of expertise includes illustration, branding and identity development, advertising for print, outdoor and online media, and she is also an accomplished hand-lettering artist. Her work is grounded in making information more accessible and inviting for end-users so that people can easily enter into the processes that affect their communities. Before MIG, Madeleine supported web product design in print and online media.

Her background in psychology informs Madeleine's human-centered design approach and she enjoys staying up-to-date with design trends and technology. She is involved in all phases of the design process from concept design to delivery of the final product.

SELECTED PROJECT EXPERIENCE

- » San José Clean Energy, Marketing and Outreach, San José, CA
- » RecycleSmart, Newsletter and Behavior Change Marketing Materials, Contra Costa County, CA
- » Clipper Card, Branding and Marketing, Metropolitan Transportation Commission, San Francisco Bay Area, CA
- » Watsonville Specific Plan Infographics, Watsonville, CA
- » Curb Management Strategy, San Francisco Municipal Transportation Agency, San Francisco, CA
- » Vision Zero SF, Social Marketing Campaign, San Francisco Municipal Transportation Authority, San Francisco, CA
- » Early Learning SF, Branding and Marketing, San Francisco Office of Early Care and Education, San Francisco, CA
- » Callexico Outreach Maps, Callexico, CA
- » City of Salinas, Guiding Principles Brochure/Booklet, Salinas, CA
- » 3C-REN Branding and Marketing, Tri-County Regional Energy Network, Ventura, CA



03

Project Understanding / Approach

Project Understanding

The City of Clayton seeks to engage the public in identifying preferences and ideas for the development of the Downtown Property. Past proposals were not well received with concerns about parking and and potential impacts to the character of downtown. The City prefers to conduct alternative activities to engage the community and generate more creative, innovative, and supportable ideas. MIG agrees that by modifying formats and using additional tools, we can inspire creative input and attract participants to the process who have previously been unengaged.

Restrictions on public gatherings due to the global pandemic require enhanced use of digital tools and social distancing for anything on site. MIG has successfully modified and combined tools so that community engagement activities can flourish. Using banners, posters, and QR codes, residents are directed to engage with digital tools that ask questions in non-traditional ways. Socially distanced activities allow people to view large-scale concepts in poster format in an outdoor setting and share their ideas using a variety of tools.

MIG seeks to create a campaign for the Downtown Property that encourages people to participate in a series of activities. MIG anticipates working with the City on robust communications activities using email, the web, and social media.



SCOPE OF WORK

1. Kick-off Meeting

MIG will meet with the City to kick-off the project. The Project Team will review the scope and schedule and confirm key activities and schedules. Communications and review protocols will be confirmed. The City will provide general background on the project and key stakeholders and influencers who should be involved in this process.

Deliverables: Meeting agenda and brief meeting notes



2. Conduct Background Research and Interviews

MIG will review the background materials provided by the City related to the City's Town Center Specific Plan, proposed projects, planning goals and regulations, and potential sources of funding.

Deliverable: Memorandum summarizing key milestones related to the planning process and potential funding sources

3. Social Distanced Site Visit

MIG will work with the City to coordinate a socially distanced site visit. Using a conference line and cell phones, the MIG Team will visit the site and adjacent properties to get an understanding of the site and its context. A designated City staff person can answer questions and provide information by phone. The MIG Team will also conduct observational research to see how people use the site. For the observational research, MIG develops a protocol and set of activities and systematically notes how people are using the site during designated times. MIG will also take photographs that will be used for community engagement activities and potential visualizations for the process.

Deliverables: Site visit, observational research, and photographs for use in the outreach process

4. Communications and Engagement Plan (CEP)

MIG will develop a draft and final CEP. The CEP contains key messages and identifies the engagement strategy and activities that will be used to educate and engage the public. The CEP will identify the key activities and the sequence they will be conducted. MIG will rely on expanded use of the City's established communications channel along with targeted outreach activities. The CEP will also include performance metrics to help monitor and confirm that Clayton's residents have been reached and invited to engage.

Deliverable: Draft and final Communication and Engagement Plan

Social Media Engagement



5. Engagement Activities

MIG's CEP will include different activities that allow Clayton's 12,000 residents to participate based on their level of interest and time availability. The activities will be billed as a series so that people know it is desired that they participate in all the activities. Each will build on each other. Digital activities will be supplemented with an on-site pop-up and the use of visuals accessed via cell phone with a QR code that allows people to "see" what is possible.

We propose the following:

Dedicated webpage: This simple scrolling one-page site will serve as the "home" for the outreach information and activities. The site will be visually appealing and easily accessible. It will be a stand-alone page linked to the City's website to promote continuity while allowing a distinctive look and feel.

Clayton Downtown Digital Photo Library: Residents will be encouraged to respond to a photo contest that asks them to show us what they hope can be developed in their hometown. These might be photos of local resources or pictures from their favorite towns and cities throughout the country and world. The photos will add excitement and energy to the process and serve as a source of inspiration. Winning photos will be credited and displayed on the website.

Digital Charette: MIG will host an interactive workshop/digital charette that asks participants to “Build their Block.” Participants will each be given a variety of “building blocks” that relate to different land use opportunities. Participants can combine their choices in ways they find most appealing. They will also be able to add their own ideas. The MIG Team will use these ideas to develop rough sketches of the ideas developed.

Pop-Up: Participants will get to weigh in on the initial concepts designed at a pop-up workshop. The concepts will be displayed in poster format in a large outdoor area and participants will be able to use a QR code and smart phone to provide input about what they like or dislike about the different ideas. Participants will also have a “design your

own” option that allows them to provide their ideas using a whiteboard (with sanitized pens). MIG will photograph the different illustrations to minimize handling of the input.

Consider-it Design Gallery: MIG will use a tool called “Consider-it” to promote discussion on the concept drawings. This on-line tool allows for a moderated dialogue to occur so that participants can explain why they like or dislike and option. Participants then can align with commenters who share their same opinions and related reasons. This tool allows for rich on-line discussion beyond a one-time response to a survey.

Deliverables: Website, photo library, digital charette, socially distanced pop-up, and Consider-it discussion tool

Considerit

Each Individual Expresses What They Feel Overall and Why They Feel This Way

Users express what they feel with a slider

Drag Your Overall Opinion

Supporters Opposers

Others' Pros

Others' Cons

List Your Pros List Your Cons

Save your opinion and see results

Users express why they feel this way as Pros & Cons

Users can drag Pros & Cons of others into their list

Results Expose Common Ground and Sticking Points

The results show what hundreds of users feel about this issue on a histogram

Supporters Opposers

Give your Opinion

Top Pros

Top Cons

And why they feel this way in a ranked list of all points

Filter data to, for example, understand the tradeoffs recognized by strong opposers

Considerit

Elevating Online Dialogue

Community Pledge

Users must sign a pledge promising not to attack or mock others

Please Introduce Yourself

Fact Checking

A fact checking interface allows users to request information on the accuracy of statements submitted by others.

Considerit

This technology works 25,000+ WA users

Living voters guide

A guide powered by the wisdom of Washington voters

Click a ballot measure below. Then decide for yourself, with the help of fellow voters.

41.4% add both pros & cons to their list

33.7% add points written by the other side

46.3% changed their opinion on an issue

SEATTLE SIFP 2012

EVER GREEN APPS CHALLENGE

SOCIAL INNOVATION FAST PITCH

6. Community Report and Action Plan

MIG will develop a report based on the findings and results of the community engagement activities. MIG will identify up to three concepts drawn from the community ideas. The report also identifies potential funding sources that could support implementation and serves as an Action Plan that describes how the ideas could be successfully implemented.

Deliverable: Draft Community Report

7. Present Results to Community

MIG will conduct a meeting to present the draft Community Report to the public and receive additional input on the draft findings. MIG will update the report to reflect community input.

Deliverables: Workshop presentation and revised updated report

8. Share Process Results with Plan Consultant

MIG will participate in a meeting via video conference to share the process results and key findings with the consultant hired to prepare the Town Center Specific Plan update.

Deliverable: Participation in meeting and information transfer

9. Present Community Report to City Council.

MIG will present the final report to City Council. MIG will prepare a short presentation and answer questions as needed.

Deliverable: Council presentation



04

Relevant Experience

INNOVATIVE PUBLIC ENGAGEMENT TOOLS

MIG has a proven track record of developing effective community engagement tools that encourage community involvement and provide education for the public to make informed decisions regarding complex planning issues. MIG has designed outreach and education programs encompassing large festivals, pop-up events, tactical urbanism, walking tours, and speakers' bureaus, to name a few.

PROCESS DESIGN AND MANAGEMENT

MIG designs and implements multilevel, community engagement processes aimed at increasing public understanding and participation in local planning processes. The public outreach process is tailored to achieve the desired outcomes and distinctive conditions of each project and program. Our approach to strategic process design evokes creative solutions that lead to measurable outcomes and real change.

STAKEHOLDER ENGAGEMENT

Our team has experience working with elected officials, community leaders, business representatives and other stakeholders to assess potential issues and opportunities that can shape the community engagement process.

STRATEGIC COMMUNICATIONS AND DESIGN

MIG provides high quality written and graphic materials to document processes, create multi-media outreach and informational materials, and to develop training programs and instructional toolkits. We have extensive experience producing attractive and easy-to-understand and use materials to help communicate complex concepts and issues to a wide range of audiences. Our media and communications work cross all media: print, internet, video, and multimedia and is successful in coordinating with larger and overarching branding campaigns.

TECHNOLOGY

To extend to reach of a public involvement campaign, MIG has developed a variety of technology tools that can be applied across numerous platforms. From customized project specific websites, microsites, and portals to web-based survey tools MIG can support a project from inception to project evaluation.

DOCUMENTATION AND PROCESS EVALUATION

MIG brings knowledge of effective tracking tools and processes to ensure efficiency and results. From project initiation MIG establishes goals for the public engagement process and a method for tracking success. This is supported by a protocol to ensure documentation of the process. MIG's final products document key findings and project results.

VIRTUAL FACILITATION

MIG has high level proficiency conducting interactive outreach meetings using virtual tools. MIG is skilled in a wide range of platforms to respond to client needs and preferences. For example, MIG combines video conferencing with a digital white board to generate ideas and identify issues and concerns. Photoshop and Bamboo (a digital drawing app) combined with video conferencing allows for an on-line design charrette to proceed. With the addition of on-line open houses and visual preference surveys, MIG is able to solicit input to support decision making. Screen captures, chat features, and other online tools document results and provide transparency.





Franklin Boulevard Complete Streets

SACRAMENTO, CALIFORNIA

Franklin Boulevard is a high-volume, high-speed arterial with four vehicle travel lanes, a two-way left turn lane, and no bicycle lanes. The roadway carries approximately 19,000 cars per day, and during peak commuting hours, traffic monopolizes the corridor and makes walking and biking difficult. Shade is sorely lacking along Franklin Boulevard during Sacramento's hot summers with only one City-owned street tree along the segment's 1.6-mile length.

The complete street plan for Franklin Boulevard was shaped through significant public outreach to ensure that the final product reflects the needs and voices of the community. This included a walking audit and workshop, business owner stakeholder meetings, multiple community workshops (in English and Spanish) and public meetings and visualizations. The project team installed a temporary "mock-up" demonstration during the annual Franklin Hispanic/Latino Parade, where white striping tape, loaner bikes, and borrowed potted plants from a local nursery were used to mock up a protected bikeway for the community to experience.

The team also attended National Night Out and events at the Maple Neighborhood Center to get feedback from the community on what they need from an effective transportation corridor.

The preferred alternative was selected based on the input from the community about how they wanted to use their street. Beyond simply installing traditional on-street bike lanes, this project proposed raised bikeways, completely separated horizontally and vertically from adjacent traffic and parking cars, which will provide family friendly access to local businesses and restaurants. Planters will shadow the on-street parking and provide extend the City's urban forest into the Franklin district. In 2018, the project was awarded \$3.5M grant from the Sacramento Area Council of Governments to implement the design noting that "the application demonstrated a clear commitment to outreach that was truly community driven. A great deal of time has been put into the project and it is ready to be delivered."



Walnut Residences

FREMONT, CALIFORNIA

MIG provided site master planning, landscape architecture, civil engineering, and community outreach for Carmel Partners, a private development company. The 14-acre site program will include 670 units of multi-family development.

MIG, in collaboration with a multidisciplinary team, is leading key elements of the site design, including streetscape design, landscaping of courtyards and green spaces, and a unique, active large linear park space through the center of the site.

The design includes an innovative placemaking and programming elements, including a play space, creative seating, and flexible plaza spaces for yoga, performances, food trucks, community gatherings, and more. This project is proximal to a major BART station and fosters a new way of incorporating transit-oriented development into the Fremont community.

Other innovations include the site's green infrastructure that will mitigate stormwater runoff such as bioswales, permeable paving, and planters.



Cupertino General Plan Update and Vallco Mall Redevelopment

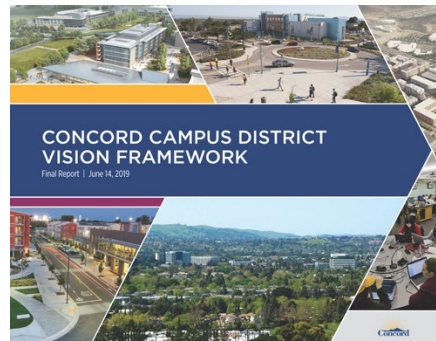
CUPERTINO, CALIFORNIA

As the City's State-mandated General Plan, Community Vision 2015-2040 is the foundation for all planning in Cupertino for the next two decades. For a city that is home to Apple and already offers a high quality of life, it was critical to residents, businesses, property owners, and public officials to ensure that the General Plan preserved the city's strengths and addressed its shortcomings.

MIG brought its full resources in planning, urban design, and community engagement to the project to help revitalize core commercial districts, strengthen residential neighborhoods, and expand community parks and amenities. Working in close collaboration with the City and the community, MIG identified and evaluated nine Special Planning Areas within Cupertino where most future development could be focused.

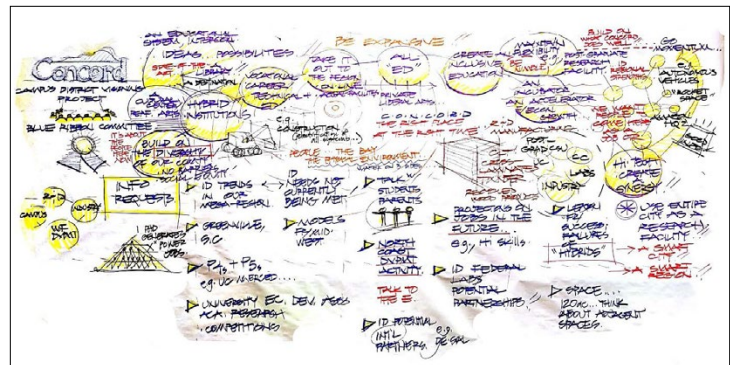
MIG developed economic, design, and mobility strategies for each area, including the aging and underperforming Vallco Shopping Mall. Given the controversial nature of any increased development, MIG conducted a highly robust and interactive engagement process that included over 25 community meetings, presentations, interactive workshops, and online surveys supported by a suite of visualizations and graphics articulating future scenarios.

MIG is currently assisting the City with a technical update to the Vallco Specific Plan. As a key implementation component of the General Plan, the redevelopment of the former Vallco Mall site presents an opportunity to increase housing, provide needed jobs, improve the local economy, and increase community-wide benefits. The current project includes highly interactive and all-digital community events, forums, and workshops to determine a preferred project scenario.



VISION ELEMENT B STRONG PUBLIC-PRIVATE PARTNERSHIPS

There will be strong partnerships with private companies, public institutions, and NGOs/non-profits to support experiential learning, research and development, technology, production, job creation, and workforce development.



Concord Campus District Visioning

CUPERTINO, CALIFORNIA

The economy in the United States and throughout the world is constantly evolving. Traditional academic and career pathways no longer bear the same fruit they did even a generation ago. And the competitiveness for industries to be innovative and attract talented people has never been higher. MIG and the City of Concord led a Blue Ribbon Committee made up of community leaders to thoughtfully discuss the new realities. The Committee analyzed regional and national trends, studied campuses and innovation districts throughout the nation, and formulated a clear vision to strategically support regional economic and higher education through a new campus model—one that combines multiple academic intuitions at various grade levels, research and development, and manufacturing opportunities.

Their work was coalesced in a Campus District Vision Framework organized around the following:

The Need—Create a Concord-based, affordable, and accessible educational campus that serves all academic levels, including competency building and non-traditional students

The Challenge—Identify an approach to campus development and funding that is feasible and achievable, with benefits accruing to students and businesses in Concord and throughout the region

The Opportunity—Partner with existing institutions and businesses to create a campus model that combines one or more academic institutions at multiple grade levels, combined with research and development, civic and cultural venues, and a full spectrum of job-creating land uses

Based on this Vision, the City and local/regional partners will work together to create a campus district that is impactful on the region, nation, and beyond. Building from the Bay Area's culture of innovation, world-class human capital, and unmatched institutional prestige, the project provides a truly unique and once-in-a-lifetime opportunity to create the next generation of academic and industry partnerships. One that is custom designed to serve the needs of the primary users, while also being self-governed to allow for the free flow of ideas, education, and innovation.





CADA Envision O Street Concept Plan

SACRAMENTO, CALIFORNIA

MIG led a detailed design plan encompassing 10 linear blocks in Downtown Sacramento. By capitalizing on two existing light rail stations, several major State office headquarters, and high-density residential developments, this project will activate an often neglected—yet heavily traveled—bicycle and pedestrian corridor in the heart of Sacramento. A healthy and vibrant O Street is imperative for the long-term viability of downtown Sacramento, including the area of downtown north of N Street. O Street connects the State Capitol Campus, State offices, light rail stops, high-density residential projects, and pockets of local retail opportunities. But the lack of a strong connection and identity between these nodes of activity have left O Street feeling empty and uninviting for the many commuters and residents..

MIG has led a multi-agency and stakeholder Advisory Group comprised of staff from CADA, SacRT, City of Sacramento, State Department of General Services, Caltrans, Department of Water Resources, Air Quality Control Board, UC Davis, property owners, and HOA representatives. This group has met frequently and discussed draft concepts and designed through facilitated discussions led by MIG staff. The ultimate product will be a focused, strategic Streetscape Activation and Connectivity Plan that will prioritize improvements, identify viable grant and other funding sources, and position the O Street corridor for major improvements in the coming years.



Salinas Chinatown Revitalization Plan

SALINAS, CALIFORNIA

The Chinatown neighborhood is a physically and socially distinct neighborhood within the City of Salinas. Adjacent but disconnected from the increasingly lively downtown, Chinatown is rich in history but experiencing many modern urban challenges. Divestment, large areas of vacant land, and persistent homeless encampments characterize this formerly vibrant area. At the same time, proposed and planned developments suggest that this district is poised for new investment and renewed vitality.

MIG was hired to create a Chinatown Revitalization Plan that articulates the community's vision and craft a feasible, realistic, and achievable plan for this area. Chinatown presents an incredible opportunity for the City to guide development in this "Community Core" in an inclusive, context-sensitive, and market-feasible manner.

The MIG Team built on work previously done, integrating community groups and working as a neutral community facilitator. We developed placemaking strategies that reflect the unique role this neighborhood played in the history of Salinas, and create a place that invites investment, community interaction, and a range of land uses.

The plan emphasizes the link between mobility and livability to reconnect and revitalize Chinatown, establishing safe, navigable connections between Chinatown and the rest of Salinas to achieve multiple community goals.

References

FRANKLIN BOULEVARD COMPLETE STREETS

Megan E. Johnson, Associate Civil Engineer
Sacramento Department of Public Works
(916) 808-1967
mejohanson@cityofsacramento.org

Dates: 2017 - 2018

WALNUT RESIDENCES

Greg Christopher, Senior Vice President
Carmel Partners
(415) 231-0218
gchristopher@carmelpartners.com

Dates: 2015 - 2017

CUPERTINO GENERAL PLAN UPDATE AND VALLCO MALL REDEVELOPMENT

Piu Ghosh, Principal Planner
City of Cupertino
Community Development Department
(408) 777-3308
PiuG@cupertino.org

Dates: 2013 - 2015

SACRAMENTO RIVER DISTRICT VISION FOR THE FUTURE

Rachel Hazlewood, Senior Project Manager
Sacramento Economic Development Department
(916) 808-8645
rhazlewood@cityofsacramento.org

Dates: 2016 - 2017

CADA ENVISION O STREET CONCEPT PLAN

Marc de la Vergne, Deputy Executive Director
Capitol Area Development Authority
(916) 322-2114 ext.103
mdelavergne@cadanet.org

Project Dates: 2018 - 2019

SALINAS CHINATOWN REVITALIZATION PLAN

Tara Hullinger, Planning Manager
City of Salinas
(831) 758-7407
tarah@ci.salinas.ca.us

Project Dates: 2016 - 2019

Additional Experience

	Translation Services	Facilitation and Mediation	Event Planning and Execution	Collaborative Structure	Communication Plan	Outreach and Notification Plan	Nonprofit Support	Race/Equity	Management Consulting	Grant Writing	Print and Digital Design
River District Vision and Placemaking	•	•	•			•	•	•			•
UC Davis Long Range Development Plan		•	•	•	•	•		•			•
MTC/ABAG Plan Bay Area	•	•	•	•	•	•		•	•		•
Caltrans On-Call Public Participation and Engagement Contract (Various Projects)	•	•	•	•	•	•	•	•	•	•	•
San José Urban Villages		•			•	•		•			•
Mountain View - Belle Haven Visioning		•	•			•		•			•
Mountain View General Plan		•	•			•		•			•
Burlingame General Plan		•	•			•		•			•
Hawthorne Downtown Specific Plan		•	•			•		•		•	•
San Antonio Tomorrow Area Plans	•	•			•	•		•			•
Barrio Logan Community Plan	•	•	•		•	•		•			•
Charlotte 2040 Vision Plan		•	•		•	•		•			•
Boyle Neighborhood Gold Line TOD Plan	•	•	•	•	•	•		•			•
Richmond General Plan	•	•	•	•	•	•		•		•	•
LA Great Streets Projects	•	•	•	•		•	•	•	•	•	•
Salinas Housing and Community Initiatives	•	•				•		•			•
San José Strong Neighborhood Initiatives	•	•		•		•		•			•
San Pablo Avenue Specific Plan	•	•		•		•		•		•	•
San Antonio Hemisfair Complete Streets	•	•	•	•		•		•		•	•
Broadway Equity Streetscape	•	•	•	•	•	•		•		•	•



05

Project Schedule

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
1 Kick-Off Meeting										
2 Background Research										
3 Site Visit										
4 Communications and Engagement Plan										
5 Engagement Activities										
Website										
Photo Activity										
Digital Charette										
Pop-up										
Consider-it										
6 Community Report and Action Plan										
7 Present Results to Community										
8 Share Results with Consultant										
9 Present to City Council										



06

Fee Proposal

		MIG, Inc.												Totals	
		Joan Chaplick Principal in Charge		Noe Noyola Project Manager/ Engagement Specialist		Dan Amsden Senior Planner		Chase Mullen Urban Designer		Ed Canalin Designer		Madelein Salem Graphics and Outreach			Direct Costs
		Hrs@	\$200	Hrs@	\$140	Hrs@	\$165	Hrs@	\$165	Hrs@	\$170	Hrs@	\$100		
1	Kick-Off Meeting	2	\$400	4	\$560	4	\$660	0	\$0	0	\$0	2	\$340	\$0	\$1,960
2	Background Research	1	\$200	8	\$1,120	8	\$1,320	0	\$0	0	\$0	0	\$0	\$0	\$2,640
3	Site Visit	4	\$800	6	\$840	6	\$990	0	\$0	0	\$0	0	\$0	\$100	\$2,730
4	Communications & Engagement Plan	4	\$800	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,360	\$0	\$2,160
5	Engagement Activities	17	\$3,400	72	\$10,080	16	\$2,640	30	\$4,950	12	\$2,040	48	\$8,160	\$500	\$31,770
6	Community Report & Action Plan	1	\$200	0	\$0	0	\$0	0	\$0	1	\$170	0	\$0	\$0	\$370
7	Present Results to Community	4	\$800	8	\$1,120	0	\$0	0	\$0	1	\$170	16	\$2,720	\$0	\$4,810
8	Share Results with Consultant	1	\$200	4	\$560	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$760
9	Present to City Council	0	\$0	4	\$560	4	\$660	0	\$0	0	\$0	9	\$1,530	\$0	\$2,750
Subtotal		34	\$6,800	106	\$14,840	38	\$6,270	30	\$4,950	14	\$2,380	83	\$14,110	\$600	
Total Project Cost															\$49,950



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Reina Schwartz, City Manager

BY: Matthew Feske, Community Development Director

DATE: January 19, 2021

SUBJECT: The Association of Bay Area Governments (ABAG) Regional Early Action Plan (REAP) Non-Competitive Funding grant in the amount of \$20,000

RECOMMENDATION

Receive and file the ABAG REAP Non-Competitive Funding grant application in the amount of \$20,000.

BACKGROUND

OVERVIEW

ABAG and MTC recently solicited Letters of Interest from Bay Area local jurisdictions for Technical Assistance and Planning Grants to support the completion of Housing Elements, housing-supportive initiatives, and Priority Development Areas (PDAs). The purpose of the LOI process is to identify eligible applications and to assess the strength of proposed projects relative to program goals. Depending upon the volume of applications and the funding category, applicants may be awarded funding after the LOI, asked to develop a more detailed scope, or be invited to compete in a subsequent application process. The total amount of available funding is approximately \$12M. This funding is divided into three categories: REAP non-competitive, REAP competitive, and PDA Planning and Technical Assistance. While complementary, each category has specific criteria.

AVAILABLE FUNDING AND ELIGIBLE APPLICANTS

The \$12 million available between the REAP and PDA programs to local governments in the nine-county Bay Area is split between REAP non-competitive funding (\$5.18 million, formula-based), REAP competitive funding (\$1 million), and PDA Planning and Technical Assistance (~\$6 million).

REAP NON-COMPETITIVE FUNDING

Each of the 109 local jurisdictions in the Bay Area is entitled to a Minimum Non-competitive REAP Allocation of \$20,000. If your jurisdiction receives at least 1,000 units in the Draft RHNA Methodology (slated for approval by ABAG's Executive Board in January 2021), you will also be entitled to a Non-Competitive Supplemental RHNA Allocation. This document provides the detailed formula used to calculate these allocations.

The City of Clayton is expected to receive less than 1,000 housing units with the ABAG methodology and therefore is allocated \$20,000.

DISCUSSION

ABAG announced the exact allocation amount and the City is eligible for an allocation of \$20,000. The funding process includes submitting an application online by January 31, 2021. A City Council Resolution is not required to submit an application. No matching funds are required. The funds and eligible activities are to be completed by September 30, 2023.

REAP NON-COMPETITIVE FUNDING

Eligible Activities Non-competitive REAP Allocations are available to fund planning and process improvements that will accommodate the development of housing and infrastructure that will accelerate housing production in a way that aligns with state planning priorities, housing, transportation, equity, and climate goals. Eligible activities include, but are not limited to:

- Sustainable communities' strategies implementation related to housing planning and accelerating housing production, including outreach, rezoning and EIRs to implement housing element updates.
- Establishing Prohousing Policies pursuant to Government Code section 65589.9•Technical assistance in improving housing permitting processes, tracking systems, and planning tools
- Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
- Performing feasibility studies to determine the most efficient locations to site housing consistent with Government Code sections 65040.1 (State Planning Priorities) and 65080 (regional transportation plans)
- Covering the costs of consultant or staffing needs connected to the proposed and eligible activities (excluding administrative expenses)

The City of Clayton would use the allocated \$20,000 for covering the costs of consultant or staffing needs connected to the proposed and eligible activities (excluding administrative expenses).

ENVIRONMENTAL

Adoption of the resolution is not a project under CEQA and no environmental review is required. Any project(s) resulting from any grant application will be subject to environmental review at time of project development.

FISCAL IMPACTS

The grant program is reimbursement payment for expended eligible project costs.

ATTACHMENTS

1. Application Guide

Letter of Interest: Regional Early Action Program (REAP) and Priority Development Area (PDA) Planning & Technical Assistance

APPLICANT GUIDE

Purpose of this Document

This document is intended to provide guidance to applicants for Regional Early Action Program (REAP) and Priority Development Area (PDA) Technical Assistance and Planning Grants. After reviewing this document, applicants must fill out a Letter of Interest form electronically at the [PDA/REAP LOI site](#) by Friday, February 12, 2021 at 11:59 PM.

Overview

ABAG and MTC are soliciting Letters of Interest from Bay Area local jurisdictions for Technical Assistance and Planning Grants to support the completion of Housing Elements, housing-supportive initiatives, and Priority Development Areas (PDAs). The purpose of the LOI process is to identify eligible applications and to assess the strength of proposed projects relative to program goals. Depending upon the volume of applications and the funding category, applicants may be awarded funding after the LOI, asked to develop a more detailed scope, or be invited to compete in a subsequent application process.

The total amount of available funding is approximately \$12M. This funding is divided into three categories: REAP non-competitive, REAP competitive, and PDA Planning and Technical Assistance. While complementary, each category has specific criteria and requirements that are explained in greater detail in this document.

How to Apply

To apply, fill out the web-based Letter of Interest Form available **here**. Applicants will be asked to provide contact information and select the funding category, or categories, for which they are applying. Applicants are then automatically directed to a series of questions for each category selected. Once these questions are completed, forms are transmitted electronically to ABAG/MTC staff, who will respond to applicants with any questions.

Completing the Letter of Interest form should take 2-10 minutes depending upon the number of funding categories. Because applications cannot be saved and re-opened, applicants are encouraged to review the questions, provided is Attachment 1 to this document, and prepare all necessary information before attempting to complete the web-based application form.

Jurisdictions are strongly encouraged to submit one application for all of the REAP and/or PDA Technical Assistance and Planning Grants, however, jurisdictions can submit one application for REAP and one for PDA if different activities will be funded by each. Applicants must indicate that they are, or have been delegated authority from, a City Manager, Community Development Director, Planning Director, or similar official.

Available Funding and Eligible Applicants

Approximately \$12 million is available between the REAP and PDA programs to local governments in the nine-county Bay Area. This is split between REAP non-competitive funding (\$5.18 million, formula-based), REAP competitive funding (\$1 million), and PDA Planning and Technical Assistance (~\$6 million). These are described in greater detail below. Grants in each category may be combined with

Letter of Interest: REAP and PDA Planning & Technical Assistance APPLICANT GUIDE

additional funding such as SB2 grants, Local Early Action Program (LEAP) grants, or other funding, but no local match is required to qualify.

- **REAP Non-Competitive Funding:** Each of the 109 local jurisdictions in the Bay Area is entitled to a Minimum Non-competitive REAP Allocation of \$20,000. If your jurisdiction receives at least 1,000 units in the Draft RHNA Methodology (slated for approval by ABAG's Executive Board in January 2021), you will also be entitled to a Non-Competitive Supplemental RHNA Allocation. This document provides the detailed formula used to calculate these allocations.

To help you quickly estimate your allocation, **ABAG/MTC staff has estimated that jurisdictions that receive at least 1,000 units in the Draft RHNA Methodology will be entitled to \$20,000 plus an additional approximately \$7 per unit.** For example, a city that receives 2,000 total units will be entitled to a baseline allocation of \$20,000 plus \$14,000, for an estimated total of \$34,000. **Jurisdictions that receive less than 1,000 units in the Draft RHNA Methodology are entitled to \$20,000.**

The Non-Competitive Supplemental REAP Allocation will be calculated using the following formula:

1. Identify all jurisdictions that received at least 1,000 RHNA units using the Draft RHNA Methodology ("Eligible Jurisdictions")
2. Add up the total number of RHNA units assigned to Eligible Jurisdictions using the approved Draft RHNA Methodology ("# of Eligible Units")
3. Divide \$3M by the # of Eligible Units ("Allocation per Unit")
4. For each Eligible Jurisdiction, multiply that jurisdiction's number of approved Draft RHNA units by the value of the Allocation per Unit to calculate the amount of each jurisdiction's Non-Competitive Supplemental RHNA Allocation.

For example, if 70 jurisdictions received at least 1,000 RHNA units, and together they received 400,000 RHNA units, each of their units would be worth \$7.50 (\$3M divided by 400,000 units). If one of the 70 Eligible Jurisdictions received 10,000 RHNA units, its Non-Competitive Supplemental RHNA Allocation would be \$75,000 (10,000 units multiplied by \$7.50 per unit) in addition to its Minimum Non-competitive REAP Allocation of \$20,000 for a total Non-competitive REAP Allocation of \$95,000.

Please check back after January 21, 2021 for updates when the ABAG Executive Board is expected to approve the Draft RHNA Methodology.

- **REAP Competitive Funding:** All jurisdictions may compete for \$1M in Competitive REAP Allocations with a maximum grant size of \$100,000. One third of this funding will be set aside for small jurisdictions with populations up to 60,000 according to <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/>. These jurisdictions can also apply for the other two-thirds of the available funding.

Letter of Interest: REAP and PDA Planning & Technical Assistance APPLICANT GUIDE

- ***PDA Planning and Technical Assistance:*** Approximately \$6 million in competitive funding is available for PDA Planning Grants and Technical Assistance. All jurisdictions with PDAs that are included in Plan Bay Area 2050 are eligible to apply. Funding will be divided between Planning Grants and Technical Assistance depending upon the volume and quality of applications.

Ineligible Applicants

Entities that do not have local land use authority are ineligible for the funding available through this Letter of Interest. Examples include non-profit organizations, County Transportation Agencies, and transit agencies. These entities may, however, partner with applicants.

Eligible Activities & Priorities

Activities eligible for funding through the REAP non-competitive, REAP competitive, and PDA categories are listed below and work must be completed by September 30, 2023. Applicants may seek additional funding for the project funded through their non-competitive REAP funding by applying for competitive REAP funding subject to eligibility, or may apply for competitive REAP funding to support a different project. In some cases, a project proposed by a city with one or more PDA may be eligible for both REAP and PDA funding. In these cases, applicants may wish to consider their funding need relative to the maximum award in each category, as well as whether their funding needs can be met through their non-competitive REAP allocation. At the discretion of ABAG/MTC staff, applicants may be awarded funding from a category other than the one they applied based on need and eligibility.

REAP Non-Competitive Funding: Eligible Activities

Non-competitive REAP Allocations are available to fund planning and process improvements that will accommodate the development of housing and infrastructure that will accelerate housing production in a way that aligns with state planning priorities, housing, transportation, equity, and climate goals. Eligible activities include, but are not limited to:

- Sustainable communities strategies implementation related to housing planning and accelerating housing production, including outreach, rezoning and EIRs to implement housing element updates.
- Establishing Prohousing Policies pursuant to Government Code section 65589.9
- Technical assistance in improving housing permitting processes, tracking systems, and planning tools
- Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
- Performing feasibility studies to determine the most efficient locations to site housing consistent with Government Code sections 65040.1 (State Planning Priorities) and 65080 (regional transportation plans)
- Covering the costs of consultant or staffing needs connected to the proposed and eligible activities (excluding administrative expenses)

REAP Competitive Funding: Eligible Activities & Priorities

Jurisdictions may also apply for up to \$100,000 in competitive REAP funding. Eligible uses are limited to activities related to housing element updates and rezoning. Competitive REAP Allocations will be prioritized based on how the proposed projects meet one or more of the following:

Letter of Interest: REAP and PDA Planning & Technical Assistance APPLICANT GUIDE

1. The project (housing element or rezoning) is located in whole or in part in a Priority Development Area (PDA) or a different Plan Bay Area 2050 Final Blueprint Growth Geography as indicated here:
<https://mtc.maps.arcgis.com/apps/webappviewer/index.html?id=485e374221e84074b7e577ad381f6fce>.
2. The project (housing element or rezoning) advances one or more of the Plan Bay Area 2050 Housing Strategies. More information about the Plan Bay Area 2050 Housing Strategies is available here:
https://www.planbayarea.org/sites/default/files/PBA2050_Final_BPStrategies_121020.pdf.
These Housing Strategies are as follows:
 - Further Strengthening Renter Protections Beyond State Legislation
 - Preserving Existing Affordable Housing
 - Allowing a Greater Mix of Densities and Types in Growth in Areas
 - Building Adequate Affordable Housing to Ensure Homes for All
 - Integrating Affordable Housing into All Major Housing Projects
 - Transforming Aging Malls and Office Parks into Neighborhoods
 - Providing Targeted Mortgage, Rental and Small Business Assistance to Communities of Concern
 - Accelerating Re-Use of Public and Community-Owned Land for Mixed Income Housing and Essential Services
3. The project (housing element or rezoning) has a local funding gap.
4. Part or all of the area affected by the project (housing element or rezoning) is within a Community of Concern as indicated here:
<https://opendata.mtc.ca.gov/datasets/74fa4916d67142c2b7ee213f221a97af>

PDA Planning Grants & Technical Assistance: Eligible Activities & Priorities

Local jurisdictions with PDAs included in Plan Bay Area 2050 may apply for planning grants (maximum \$800,000) or technical assistance (\$150,000) to advance equitable development, particularly affordable housing, in locations that reduce Vehicle Miles Travelled and increase transit ridership. Eligible activities and program priorities are shown below:

- **Eligible Activities - PDA Planning Grants*:**
 - Specific Plans, Precise Plans, or equivalent plans for PDAs.
 - Updates to adopted PDA Plans, including Programmatic Environmental Impact Reports (EIRs) and Zoning Code or other policy amendments
- Note: Plans may consider, or lead to, modifications of the existing boundaries of a PDA.*

***All** PDA planning grant recipients must complete or have completed all of the Planning elements in the list below for the PDA. Assessments and Policies can be combined or completed as a plan chapter.

- Specific Plan, Precise Plan, or equivalent
- Equity Assessment and Policies
- Affordable Housing Protection, Preservation and Production Assessment and Policies
- Mobility Assessment and Policies
- Vehicle Miles Traveled Assessment and Reduction Policies
- Resilience and Climate Adaptation Assessment and Policies
- Infrastructure and Community Facilities Need and Funding Strategy

Letter of Interest: REAP and PDA Planning & Technical Assistance APPLICANT GUIDE

- Programmatic Environmental Impact Report
- Zoning and General Plan Amendment
- **Eligible Activities - PDA Technical Assistance:** Discrete projects that overcome implementation obstacles in one or more PDA with an adopted plan(s). Eligible projects include, but are not limited to:
 - Engagement and Outreach: Tasks that meaningfully and authentically engage diverse stakeholders in planning and community development processes.
 - Housing Policy and Planning: Plans, Policies and Programs
 - Process Improvements: Improvements to permitting and approval processes.
 - Economic & Real Estate Analysis: Economic and Real Estate modeling on a regional, county, city or site-specific scale.
 - Transportation Policy and Implementation: Policies and Programs focused on increasing mobility options and reducing vehicle miles traveled.
 - Transportation Program Development and Administration: Development and Administration of Transportation Programs.
 - Environment and Resilience: Plans, Policies and Tools related to resilience and environmental protection and safety elements.
- **Priorities - PDA Planning Grants and TA:** Prospective applicants are encouraged to submit Letters of Interest for any of the eligible activities listed above. Specific funding priorities for this round of PDA Planning Grants and Technical Assistance include, but are not limited to:
 - Plans and Technical Assistance that significantly increase the development capacity for, and feasibility of, deed-restricted affordable housing and housing affordable to moderate-income households.
 - Specific Plans for PDAs without an adopted Plan.
 - Zoning amendments and programmatic EIRs for PDAs with an adopted Plan that is not yet reflected in local zoning and/or is not supported by a programmatic EIR.
 - Technical Assistance that leads to the implementation of policies and projects that:
 - Update transportation impact review standards to assess Vehicle Miles Travelled (VMT) rather than Level of Service (LOS), as required by Senate Bill 743
 - Increase pedestrian and bicyclist safety through Vision Zero or a similar set of policies
 - Accelerate the protection, preservation, and production of deed-restricted affordable housing
 - Increase racial equity
 - Plans and Technical Assistance that advance Plan Bay Area 2050 Strategies. For a full list of strategies, [click here](#). Key strategies include:
 - Accelerating Re-Use of Public and Community-Owned Land for Mixed Income Housing and Essential Services
 - Advancing Regional Vision Zero Policy through Street Design and Reduced Speeds.
 - Allowing a Greater Mix of Densities and Types in Growth in Areas
 - Allowing greater densities for new commercial development in select Priority Development Areas and select Transit-Rich Areas to encourage more jobs to locate near public transit.
 - Building Adequate Affordable Housing to Ensure Homes for All

Letter of Interest: REAP and PDA Planning & Technical Assistance APPLICANT GUIDE

- Expanding Transportation Demand Management Initiatives.
- Further Strengthening Renter Protections Beyond State Legislation
- Integrating Affordable Housing into All Major Housing Projects
- Preserving Existing Affordable Housing
- Protecting shoreline communities affected by sea level rise, prioritizing areas of low costs and high benefits and providing additional support to vulnerable populations.
- Providing Targeted Mortgage, Rental and Small Business Assistance to Communities of Concern
- Transforming Aging Malls and Office Parks into Neighborhoods

Grant Management

Local jurisdictions have two options for grant management: (1) jurisdictions can elect to have award(s) disbursed via traditional grant agreements and, as needed, issue their own RFPs for consultant support, or (2) jurisdictions can elect to save administrative time and costs by leaving award amount(s) on deposit with ABAG/MTC to issue task orders to ABAG/MTC's Regional Planning Consulting Bench, with ABAG/MTC assuming contract administration responsibilities while jurisdictions provide substantive oversight to consultant work product.. In either case, jurisdictions that receive funding must be prepared to comply with all applicable contracting agreements, including state requirements associated with the [REAP program](#) and/or federal requirements associated with the PDA program.

Anticipated Project Timeline

The availability of funding and required completion of each funding category is shown below:

- **Non-competitive REAP:**
 - *Funding Availability and Award Timeline:* Applications only seeking the minimum Non-competitive REAP Allocation of \$20,000 will be reviewed and awarded on a rolling basis. Applications for the Non-Competitive REAP Allocations that include a Supplemental Allocation—applicable to cities with RHNA allocations greater than 1,000 units—will be reviewed after ABAG Executive Board approval of the Draft RHNA Allocation, currently scheduled for January 21, 2021, with awards made after that date.
 - *Required Completion Date:* All funded activities must be completed by September 30, 2023.
- **Competitive REAP:**
 - *Funding Availability and Award Timeline:* Applications will be reviewed following staff review of the Non-competitive REAP applications, with awards made after that date.
 - *Required Completion Date:* All funded activities must be completed by September 30, 2023.
- **PDA Planning & Technical Assistance:**
 - *Funding Availability and Award Timeline:* Applications for PDA Planning Grants and Technical Assistance will be reviewed for eligibility on a rolling basis. If necessary, MTC/ABAG staff will contact applicants to request clarification. Depending upon the volume and consistency with program priorities of the applications, eligible projects may be presented to the Metropolitan Transportation Commission (MTC) for approval within approximately 3 months of the submission closing date. Alternatively, applicants may be

Letter of Interest: REAP and PDA Planning & Technical Assistance APPLICANT GUIDE

invited to a second round for a portion or all of the available funding. Within six months of award, all recipients must enter into either a task order (for TA and Planning Grants using the regional consulting bench) or contract (for Planning Grants in which recipients select to receive direct disbursements).

- *Required Completion Date:* PDA Planning Grants must be completed within 30 months. TA projects with budgets below \$75,000 must be completed within 12 months. TA projects with budgets between \$75,000-\$150,000 must be completed within 24 months.
- **Prior to funding, all Awards must be approved by either MTC, ABAG's Executive Board, or both depending on the funding sources. Awards will be presented for approval on a rolling basis.**

Webinars for more information:

Date	Start Time	Registration Link
Thursday, 12/29/2020	1 - 2 p.m.	Register in advance for this webinar: https://bayareametro.zoom.us/webinar/register/WN_wSb-zVgKTVCEj0qxdNpKYg
Wednesday, 1/06/2021	10 - 11 a.m.	Register in advance for this webinar: https://bayareametro.zoom.us/webinar/register/WN_ncX-DY1nStG-yolpZMsJMg
Friday, 1/08/2021	2 - 3 p.m.	Register in advance for this webinar: https://bayareametro.zoom.us/webinar/register/WN_ii_3YJ9rRtKghnh6rXiN-A
Friday, 1/15/2021	10 - 11 a.m.	Register in advance for this webinar: https://bayareametro.zoom.us/webinar/register/WN_RgsskygjQJO1q21nZx14w

Please contact loi@bayareametro.gov with any additional questions.

declaring

February 2021

as

“Black and African American History Month”

WHEREAS, in 1926, famous historian Dr. Carter G. Woodson, established what would become Black History Month to bring special awareness of African American accomplishments and contributions to American history; and

WHEREAS, African Americans have contributed to the rich fabric and diversity of America and have made significant strides in civil rights, law, medicine, technology, business, food, music, literature, education, sports, entertainment, journalism and the arts; and

WHEREAS, in 1619, the first documented enslaved Africans arrived at the English colonies at Old Point Comfort, Virginia, on the English ships *White Lion* and *Treasurer*, and these individuals were sold in exchange for provisions, while others were transported to Jamestown, where they were sold; and

WHEREAS, between 1863 and 1865, hundreds of Black men fought in the American Civil War and died as enlisted men in the United States Colored Troops, seeking life, liberty, and the pursuit of happiness as a free people; and

WHEREAS, after 1865, and the ratification of the Thirteenth, Fourteenth, and Fifteenth Amendments to the United States Constitution, the complete freedom and civil rights granted to previously enslaved men, women, and children was subverted by brutal Jim Crow laws, preventing their ability to live as fully free citizens and pursue life, liberty and happiness as guaranteed to white citizens; and

WHEREAS, between 1954 and 1968, African American activists, in particular women, spearheaded the Civil Rights Movement, fought for social justice, constitutional rights, organized sit-ins, workshops, boycotts, and grassroots campaigns; and

WHEREAS, attacks on the Fourteenth and Fifteenth Amendments continue to persist in the 21st century for African Americans, and the City of Clayton devotes its resources to fulfilling the promises of the Emancipation Proclamation and the U.S. Constitution; and

WHEREAS, today, African Americans continue to make gains in public office, education, and professional fields, and as entrepreneurs, as well as fight for an inclusive vision of liberty, justice, and equality for all; and

WHEREAS, the City of Clayton, CA will join with the nation in celebrating the 95th National Black History Month by honoring the essential contributions, sacrifices and accomplishments African American and Black people have made to the U.S. as part of American history.

Now, Therefore, I, Carl Wolfe, Mayor, and on behalf of the entire Clayton City Council, proclaim February 2021, as Black and African American History Month in Clayton, CA and I call this observance to the attention of all of our citizens.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Elise Warren, Chief of Police

DATE: January 19, 2021

SUBJECT: Keller Ridge Drive/Kelok Way Area Traffic Safety Recommendations

RECOMMENDATION

Council to provide direction to staff on what actions to take to address traffic and pedestrian safety on Keller Ridge Drive and Kelok Way. Recommendations are discussed below.

BACKGROUND

Keller Ridge Drive and Kelok Way areas have been the source of resident complaints regarding traffic and pedestrian safety for many years. On both streets, complaints from residents include traffic violations (speeding, stop sign violations), and on Kelok Way at the cul-de-sac the complaints include quality of life issues such as littering, noise, and general misconduct.

Kelok Way has a vista point at the cul-de-sac. This vista point also serves as an informal access point to the North Valley trail. The vista point attracts residents and visitors, who use the location to see a view of the Clayton Valley. Residents adjacent to the vista point have complained that visitors, mostly young adults and teenagers, use this point to congregate, creating quality of life issues for local residents, including: littering, underage drinking, drug use (smoking marijuana), noise, and unlawful sex in vehicles. Residents along Kelok Way have stated vehicles traveling to the vista point often speed and show a general disregard for resident's safety.

On October 25, 2020, a Clayton resident was struck by a vehicle while crossing Kelok Way with his dog. The resident suffered a broken leg, and his dog was killed. The driver was a 19-year-old Concord resident who was traveling on Kelok Way to access the vista point. As a result of this incident, residents expressed grave concern for their safety in this area and asked that city staff and Council work to abate these issues.

Related to the Kelok Way concerns, residents of Keller Ridge Drive also expressed concern about traffic safety. Keller Ridge Drive is the access road to Kelok Way, and residents have stated that vehicles en route to and from Kelok Way frequently speed and run stop signs along the way.

On November 9, 2020, the Public Safety Ad Hoc subcommittee held a public meeting to discuss residents' concerns.

A summary of the meeting includes:

- Police staffing is two officers per shift, thus limiting the amount of time officers can dedicate to any one area of the City.
- The conduct reported by residents constitute low-level crimes, which must be witnessed by an officer to take enforcement action. Alternatively, a resident would need to make a citizen's arrest.
- Officers are not witnessing the level of illegal activity being reported, and most often upon arrival, the visitors are gone or are not committing any law violations.
- Between January 2020 and December 1, 2020 (prior to the red curb pilot program), Clayton PD officers wrote 14 citations, 13 for parking violations, and 1 for possession of marijuana open container.

Staff discussed possible available actions the City can consider to reduce/eliminate the issues reported by residents, and residents also offered potential solutions.

On December 4, 2020, the City Manager authorized that the curb line in front of the vista point on Kelok Way be painted red, thus prohibiting parking in this location. Residents were notified of this via a letter, stating that the red curb is a 90-day pilot program, during which the City will be studying its effectiveness.

Between December 4, 2020 and January 4, 2021, 47 parking tickets have been issued here. Residents have told officers they believe the red curb is effective and is reducing some of the quality of life issues at this location.

DISCUSSION

The following options are being presented to City Council for consideration and direction to staff:

ACTIONS FOR CONSIDERATION/RECOMMENDATIONS

1. Construct a 6-foot tall fence along the open vista point, eliminating the draw to the area.
 - Although some residents did not support this idea at the initial meeting, citing concerns that it would not be effective and that they did not want to lose the vista point view, staff believes it is a viable option. Residents were concerned that visitors would still access the trail from other areas and continue to engage in illegal activity. While this is a concern, the complaints from residents living close to this point have not involved activities on the trail; rather it is the activity at the access point that is

a problem. Other access points do not have a vista point nor are they a congregation area, and would be less prone to generate similar problems.

- The trail can be access from other nearby locations such as the North Valley Park, Keller Ridge Drive, Blue Oak Lane and Elk Lane.
- Staff recommends installing a fence, either solid wood or open wrought iron fence (allowing the view). Officers patrolling the area are finding that many visitors are using the Kelok Way cul-de-sac as a trail access point, and eliminating this would reduce the number of visitors. Cost of a fence is approximately: **\$5,000-\$7,000 (one-time)**.

2. Keep the curb line of the vista point area painted red.

- The red curb was installed on December 4, 2020, and to date it has had positive results (47 parking tickets issued between 12/4/20 and 1/4/2021).
- During the Ad Hoc Public Safety meeting some residents did not support this idea; they felt this would push the vehicles to parking in front of homes. The police department has not received any complaints about this occurring during the initial month of the pilot program.

3. Install Roadway Barricades on the Kelok Way cul-de-sac.

- Roadway Barricades could be installed at the end of Kelok Way across the bulb of the cul-de-sac, eliminating the area in which vehicles tend to congregate. These barricades are filled with water or sand making them difficult to move. No parking is allowed in front of the barricades, and any cars found parked there would be ticketed.



- These could be installed on a trial basis, as they are removable. Cost to purchase the barricades is approximately **\$3,000 (one-time)**.

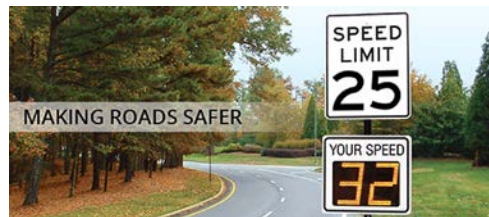
4. Install speed bumps on both Keller Ridge and Kelok Way.

- This was discussed at the Ad Hoc Public Safety meeting, and residents on both Keller Ridge and Kelok Way support the installation of speed bumps on both streets to slow down traffic. One to two speed bumps could be installed on either/both streets. Staff would work with the City Engineer on finding the most effective locations.

- Some considerations include the effect that speed bumps have on traffic and vehicles. Speed bumps potential would slow down traffic, but this also includes first responders (Police, Fire and Ambulance). Speed bumps also add wear and tear to vehicles. Cost per speed bump is: **\$10,000** (one-time).

5. Speed limit radar feedback signs.

- This was discussed at the Ad Hoc Public Safety meeting, and there was no opposition by residents. Staff believes installing these feedback signs on upper Keller Ridge and on Kelok Way would help alert drivers and reduce the speed of vehicles traveling on these roads. The suggested placement area would be near North Valley Park on Keller Ridge Drive, and mid-way on Kelok Way.



- Cost per radar feedback sign is: **\$5,000** (one-time), plus installation.

6. Install “sign alert flasher ring” stop signs at the 4-way stops at: Keller Ridge Drive @ Golden Eagle and @ Kelok Way.

These alert flasher ring stop signs are LED flashing light rings that are motion activated. They emit a rapid flash as drivers approach, alerting drivers to slow down and stop.

- These two locations generate many complaints about vehicles not stopping at the stop signs. A highly visible flashing warning light would get the attention of drivers and will help improve conspicuity and compliance. Cost for these is: **\$2,100 per stop sign** (one-time), plus installation.



7. Institute a Permit Parking program on Kelok Way.

- At the Ad Hoc Public Safety meeting this was suggested by residents for Kelok Way. Parking permits are traditionally used to relieve parking congestion problems. At this time there are no issues related to space availability on Kelok Way. Staff does not believe parking permits would alleviate the problems expressed by residents.
 - The cost of a parking permit program would be borne by the residents. The initial startup costs for the Regency Drive parking permit program was approximately \$25,777. The costs for a program in this area would be lower, as it is a smaller area, but would still be significant.
8. Install a gate on Keller Ridge Drive at Kelok Way, restricting access to residents only beyond this point.
- This was discussed at the Ad Hoc Public Safety meeting. City Attorney Mala Subramanian researched this option and provides the following information:

*Cities **may not place gates** or other selective devices on any street that have the effect of denying or restricting the access of certain members of the public to the street, while permitting others unrestricted access to the street. (Vehicle Code section 21101.6.)*
9. Enact a provision in the City of Clayton Municipal Code prohibiting “Loitering” on Kelok Way at the vista point.
- This was discussed at the Ad Hoc Public Safety meeting, and suggested by some residents. City Attorney Mala Subramanian researched this option and provides the following information:

***Loitering itself is generally lawful.** Therefore, an ordinance regulating loitering must specifically differentiate between loitering for a lawful purpose and loitering for an unlawful purposes. Loitering ordinances are often challenged for vagueness or for violating First Amendment rights to free assemble and association. They may also be challenged as being preempted by state law. For instance, a loitering ordinance that criminalizes conduct that is already criminal under state law may be preempted.*
10. Install Radar Speed Cameras on Keller Ridge Drive (similar to red light violation cameras). They allow for stationary camera-system radar speed enforcement.
- This was discussed at the ad hoc Public Safety meeting, and suggested by some residents. City Attorney Mala Subramanian researched this option and provides the following information:

***The use of speed cameras is currently not authorized in California** under the Vehicle Code. San Jose and San Francisco sponsored legislation in 2017, AB 342 to conduct a 5-year pilot program to use an automated speed*

enforcement system. The bill faced opposition and did not make it out of committee.

11. Install Surveillance and/or Automated License Plate Reader (ALPR) camera's on Kelok Way at the cul-de-sac.

- This was discussed at the Ad Hoc Public Safety meeting, and suggested by some residents.
- Surveillance cameras are expensive and their usefulness for this situation is limited. The police department does not have sufficient staff to actively monitor the camera, and given that Kelok Way is a public street the mere presence of cars and people are not law violations requiring a police response. Additionally, it is often difficult and time consuming to identify unknown suspects from surveillance footage. Cameras may convey a false sense of security and set unrealistic expectations. Cost for a commercial grade surveillance camera is: **\$9,225** plus installation.
- License plate reader cameras (ALPR) are expensive and have limited capabilities for deterring the issues here. ALPR cameras are generally used during investigations to assist in identifying stolen and suspicious vehicles entering the city, and vehicles associated with a crime. Capturing license plates of vehicles traveling on Kelok Way would not alleviate the issues residents have identified. The police department would not be able to issue tickets or take enforcement action based solely on vehicles whose license plate has been captured while traveling on the street. The cost of an ALPR camera with installation is approximately: **\$20,000- \$25,000, plus monthly and annual fees for licensing and cell service of approximately \$1,500.**

Staff recommends or is neutral on the first six options listed above. Options seven through 11 are not recommended for various reasons as listed in each option.

FISCAL IMPACTS

Depends on option(s) selected, see above. No available city funds have yet been identified as a possible source for any expenditures. Approved expenditures would have to come out of one-time monies such as "rainy day" funds.

ATTACHMENTS

None