



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, November 5, 2019

7:00 P.M.

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

Mayor: Tuija Catalano
Vice Mayor: Julie K. Pierce

Council Members

Jim Diaz
Jeff Wan
Carl Wolfe

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's Website at least 72 hours prior to the Council meeting.
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at **www.ci.clayton.ca.us**
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours.
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7304.

*** CITY COUNCIL ***

November 5, 2019

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

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

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 October 15, 2019.

[\(View Here\)](#)

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

(c) Approve the annual request of Council Member Diaz for the City to allow the hosting of five (5) Wednesday Night Classic Car Shows with a DJ during selected dates in 2020, with all event costs funded by private donations. [\(View Here\)](#)

4. **RECOGNITIONS AND PRESENTATIONS**

(a) Proclamation declaring November 6, 2019 as “Shelter in Place Education Day.”

[\(View Here\)](#)

(b) Certificates of Recognition to “Do the Right Thing” public school students selected for exemplifying the character trait of “Courage” for May, June and July 2019. [\(View Here\)](#)

(c) Certificates of Recognition to “Do the Right Thing” public school students selected for exemplifying the character trait of “Responsibility” for August and September 2019. [\(View Here\)](#)

(d) Certificates of Recognition to public school students for exemplifying the “Do the Right Thing” character trait of “Respect” during the month of October 2019.

[\(View Here\)](#)

5. **REPORTS**

(a) Planning Commission – Vice Chair A.J. Chippero.

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

(c) City Manager/Staff

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

(e) Other

6. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. When one's name is called or you are recognized by the Mayor as wishing to speak, the speaker should approach the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

7. PUBLIC HEARINGS

- (a) Public Hearing To Consider The Introduction And First Reading Of An Ordinance To Amend Sections 6.05.010, 17.16.020.B, And 17.28.060 Of The Clayton Municipal Code To Allow The Keeping Of Chickens, With Restrictions, In Single-Family Residential Districts And Detached Single-Family Residential Neighborhoods In Planned Development (PD) Districts (ZOA-04-19). ([View Here](#))

8. ACTION ITEMS

- (a) Consider Participation in the "United Against Hate Week". ([View Here](#))
- (b) Consider approving an Employment Agreement for City Manager services between the City of Clayton and Ikani Taumoepeau. ([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 November 19, 2019.

#

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 11-05-2019

Agenda Item: 3a

TUESDAY, October 15, 2019

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 6:01 p.m. by Mayor Catalano in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. **Councilmembers present:** Mayor Catalano, Vice Mayor Pierce, and Councilmembers Diaz, Wan, and Wolfe. **Councilmembers absent:** None. **Staff present:** Interim City Manager Joseph Sbranti, City Attorney Iris Yang, and City Clerk/HR Manager Janet Calderon.

2. **CLOSED SESSION**

- (a) Public Employee Appointment
Government Code Section 54957
Title: City Manager
- (b) Conference with Labor Negotiators
Government Code Section 54957.6
Agency designated representative: Mayor Catalano
Unrepresented employee: City Manager

7:16 P.M. REGULAR PUBLIC MEETING

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

4. **CONSENT CALENDAR**

It was moved by Vice Mayor Pierce, seconded by Councilmember Wan, to approve the Consent Calendar Items 4(a) – 4(h) as submitted. (Passed; 5-0 vote).

- (a) Approved the minutes of the City Council's regular meeting of October 1, 2019.
- (b) Approved the Financial Demands and Obligations of the City.
- (c) Adopted Resolution No. 47-2019 approving the October 2019 City of Clayton revised Sewer System Management Plan (SSMP).
- (d) Award contract to Specified Play Equipment (SPEC) in the amount of \$168,575 for North Valley Park playground equipment Rehabilitation and Replacement (CIP# 10442).
- (e) Adopted Resolution No. 48-2019 establishing 72-hours as the minimum public notification period required prior to construction or related works limiting or revising

parking availability or limiting or revising vehicular and/or pedestrian traffic patterns or flows within City of Clayton's rights-of-way.

- (f) Approved the purchase and installation of two (2) replacement irrigation controllers from Site One Landscape Supply (Site One) in the amount of \$29,997.16 by the Landscape Maintenance District (FUND No. 210), for use in the Landscape Maintenance District.
- (g) Approve the purchase in the amount of \$32,227.02 from the Capital Equipment Replacement Fund (CERF) for a Skid Steer Tractor from Graton Tractor.
- (h) Approved proposed schedule for calendar year 2020 Saturday "Concerts in The Grove" series.

5. RECOGNITIONS AND PRESENTATIONS – None.

6. REPORTS

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

Councilmember Diaz attended the City Council Closed Session and chaired the 26th Annual Chief Special Agents Association Law Enforcement Appreciation Awards luncheon.

Councilmember Wolfe attended the Contra Costa County Mayors' Conference hosted by Antioch, the City Council Closed Session, the Clayton Business and Community Association Oktoberfest, responded to various emails and phone calls from Clayton citizens, wrote a letter of support to Senator Glazer congratulating him on the signing of the bill regarding no smoking in State Parks, a briefing with the Interim City Manager, and announced the Inaugural Teddy McDavitt Bocce Ball Memorial Tournament.

Vice Mayor Pierce attended the Regional Planning Committee of the Association of Bay Area Governments, the Contra Costa County Mayors' Conference hosted by Antioch, the City Manager Candidate Interviews, the Clayton Business and Community Association Oktoberfest, the Clayton Historical Society Board meeting, the Transportation Partnership and Cooperation for Central Contra Costa (TRANSPAC) Subcommittee meeting, the Contra Costa Association of Realtors Elected Officials Reception, the Association of Bay Area Governments Administrative Committee jointly with Metropolitan Transportation Committee Planning Committee, and announced the upcoming Association of Bay Area Governments Ballot for Vice President. Vice Mayor Pierce also announced the upcoming Clayton Historical Society Annual Meeting and John Marsh Presentation taking place on Thursday, November 7, 2019.

Councilmember Wan responded to emails from Clayton citizens and attended the Clayton Business and Community Association Oktoberfest.

Mayor Catalano attended the Contra Costa County Mayors' Conference hosted by Antioch, the City Council Closed Session, and the Clayton Business and Community Association annual Oktoberfest.

- (e) Other – None.

7. PUBLIC COMMENT ON NON - AGENDA ITEMS

Ann Stanaway, 1553 Haviland Place, expressed her concerns related to Accessory Dwelling Units (ADUs) as they benefit homeless and low income. She further noted potential privacy issues, high density, and high risk rentals.

Glenn Miller, Peacock Creek, expressed praise to Interim City Manager Joe Sbranti and Maintenance Supervisor Jim Warburton items he pointed out in the Peacock Creek areas have been resolved.

Roger Petersen, 502 Raven Place, brought to the attention of the City Council the Oakhurst Medallions have been missing for a long time and looks like an eyesore. He also suggested the use of plastic medallion.

8. PUBLIC HEARINGS – None.

9. ACTION ITEMS

- (a) Consideration of Establishing a City of Clayton Legislative Policy.

City Manager Joe Sbranti presented the report.

Mayor Catalano opened the item to public comments.

Glenn Miller recommended the two newly elected City Councilmembers serve on the ad-hoc committee as this item could run into the 2020 Election Cycle.

Mayor Catalano closed public comment.

Following feedback by the City Council.

It was moved by Councilmember Wolfe, seconded by Mayor Catalano, to select Vice Mayor Pierce and Councilmember Wan to establish a draft City of Clayton Legislative Policy to be reviewed and adopted by the full City Council at a later date. (Approved; 5-0 vote).

- (b) Consideration of a Moratorium on the use of Glyphosate (Round Up).

City Manager Joe Sbranti presented the report.

Following questions by the City Council, Mayor Catalano opened the item to public comments.

Brian Buddell advised he is supportive of the moratorium, noting other cities have been taking action to protect their citizens. Mr. Buddell provided a list of domestic and international cities that have banned or limited the use of glyphosate.

Mayor Catalano referred back to a previous comment by Mr. Buddell where he mentioned the State was considering a ban, and inquired about the follow up

Brian Buddell advised that information was incorrect as the headline was deceiving it was a different pesticide.

Ann Stanaway, 1553 Haviland Place, suggested the use of mulch or wood chips that have been through a solar irradiation to sterilize to prevent the spread of disease.

Mayor Catalano closed public comment.

It was moved by Vice Mayor Pierce, seconded by Councilmember Diaz, to approve an moratorium until Spring 2021 on the use of Glyphosate (Round Up) by the City of Clayton Maintenance Department. (Approved; 5-0 vote).

10. COUNCIL ITEMS

Councilmember Wan requested a policy for a technology refresh to improve City operations.

Mayor Catalano noted November 17-23 is United Against Hate week and requested a resolution for consideration on the November 5, 2019 City Council agenda.

11. ADJOURNMENT– on call by Mayor Catalano, the City Council adjourned its meeting at 8:07 p.m.

The next regularly scheduled meeting of the City Council will be November 5, 2019.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Tuija Catalano, Mayor

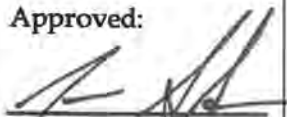
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Agenda Date: 11/5/19

Agenda Item: 3b

Approved:


Joe Sbranti
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER GIANTVALLEY, ACCOUNTING TECHNICIAN

DATE: 11/05/2019

SUBJECT: FINANCIAL DEMANDS AND OBLIGATIONS OF THE CITY

RECOMMENDATION:

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

Attached Report	Purpose	Date	Amount
Open Invoice Report	Accounts Payable	10/29/2019	\$ 264,090.06
US Bank Bond Payment (debt service)	Accounts Payable	9/2/2019	\$ 356,145.45
Cash Requirements Report	Payroll, Taxes	10/20/2019	91,169.75
	Total Required		\$ 711,405.26

Attachments:

1. Open Invoice Report, dated 10/29/19 (6 pages)
2. US Bank invoice for Debt service payment (1 page)
3. Cash Requirements report PPE 10/20/19 (1 page)

City of Clayton

Open Invoice Report

Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Ace Sierra Tow								
Ace Sierra Tow	10/2/2019	10/2/2019	58964	Tows- PD car, evidence tow	\$190.00	\$0.00		\$190.00
<i>Totals for Ace Sierra Tow:</i>					<u>\$190.00</u>	<u>\$0.00</u>		<u>\$190.00</u>
All City Management Services, Inc.								
All City Management Services, Inc.	10/9/2019	10/9/2019	63968	School crossing guard svcs 9/22-10/5/19	\$1,317.60	\$0.00		\$1,317.60
<i>Totals for All City Management Services, Inc.:</i>					<u>\$1,317.60</u>	<u>\$0.00</u>		<u>\$1,317.60</u>
American Fidelity Assurance Company								
American Fidelity Assurance Company	10/24/2019	10/24/2019	100619	FSA PPE 10/6/19	\$159.22	\$0.00		\$159.22
American Fidelity Assurance Company	10/23/2019	10/23/2019	D070003	Supplemental insurance for October 2019	\$468.84	\$0.00		\$468.84
American Fidelity Assurance Company	10/24/2019	10/20/2019	102019	FSA PPE 10/20/19	\$159.22	\$0.00		\$159.22
<i>Totals for American Fidelity Assurance Company:</i>					<u>\$787.28</u>	<u>\$0.00</u>		<u>\$787.28</u>
Aqua Dream Pools								
Aqua Dream Pools	10/21/2019	10/21/2019	CAP0344	C&D refund	\$1,000.00	\$0.00		\$1,000.00
<i>Totals for Aqua Dream Pools:</i>					<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
AT&T (CalNet3)								
AT&T (CalNet3)	10/22/2019	10/22/2019	13794208	Phones 9/22/19-10/21/19	\$1,208.24	\$0.00		\$1,208.24
<i>Totals for AT&T (CalNet3):</i>					<u>\$1,208.24</u>	<u>\$0.00</u>		<u>\$1,208.24</u>
Rob Baldwin								
Rob Baldwin	10/17/2019	10/17/2019	101119	Deposit refund	\$100.00	\$0.00		\$100.00
<i>Totals for Rob Baldwin:</i>					<u>\$100.00</u>	<u>\$0.00</u>		<u>\$100.00</u>
Bay Area Barricade Serv.								
Bay Area Barricade Serv.	9/10/2019	9/10/2019	6556	Sign posts, brackets	\$195.64	\$0.00		\$195.64
Bay Area Barricade Serv.	10/2/2019	10/2/2019	6715	Safety vests	\$729.22	\$0.00		\$729.22
Bay Area Barricade Serv.	10/2/2019	10/2/2019	6815	Parking signs	\$334.95	\$0.00		\$334.95
<i>Totals for Bay Area Barricade Serv.:</i>					<u>\$1,259.81</u>	<u>\$0.00</u>		<u>\$1,259.81</u>
Berlogar Stevens & Associates Inc.								
Berlogar Stevens & Associates Inc.	9/30/2019	9/30/2019	229950	Prof. svcs for El Molino Sewer, September 20	\$3,490.12	\$0.00		\$3,490.12
<i>Totals for Berlogar Stevens & Associates Inc.:</i>					<u>\$3,490.12</u>	<u>\$0.00</u>		<u>\$3,490.12</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	10/15/2019	10/15/2019	861319	Legal services for September 2019	\$65.80	\$0.00		\$65.80
Best Best & Kreiger LLP	10/15/2019	10/15/2019	861318	Legal services for September 2019	\$9,470.00	\$0.00		\$9,470.00
<i>Totals for Best Best & Kreiger LLP:</i>					<u>\$9,535.80</u>	<u>\$0.00</u>		<u>\$9,535.80</u>
Blue Resilience, LLC								
Blue Resilience, LLC	10/11/2019	10/11/2019	103019	Training 10/30/19	\$75.00	\$0.00		\$75.00
<i>Totals for Blue Resilience, LLC:</i>					<u>\$75.00</u>	<u>\$0.00</u>		<u>\$75.00</u>

City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Janet Calderon								
Janet Calderon	10/14/2019	10/14/2019	PC	PC Reconciliation	\$57.10	\$0.00		\$57.10
				<i>Totals for Janet Calderon:</i>	<u>\$57.10</u>	<u>\$0.00</u>		<u>\$57.10</u>
CalPERS Health								
CalPERS Health	11/8/2019	10/14/2019	15837617	Medical for November 2019	\$25,618.99	\$0.00		\$25,618.99
				<i>Totals for CalPERS Health:</i>	<u>\$25,618.99</u>	<u>\$0.00</u>		<u>\$25,618.99</u>
CalPERS Retirement								
CalPERS Retirement	10/9/2019	10/6/2019	100619	Retirement PPE 10/6/19	\$14,733.46	\$0.00		\$14,733.46
CalPERS Retirement	10/22/2019	10/20/2019	102019	Retirement PPE 10/20/19	\$13,686.05	\$0.00		\$13,686.05
CalPERS Retirement	10/28/2019	10/24/2019	CC102419	City council retirement ending 10/24/19	\$79.33	\$0.00		\$79.33
				<i>Totals for CalPERS Retirement:</i>	<u>\$28,498.84</u>	<u>\$0.00</u>		<u>\$28,498.84</u>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	9/30/2019	9/30/2019	2872637	Copier contract coverage 8/30/19-9/29/19	\$316.82	\$0.00		\$316.82
				<i>Totals for Caltronics Business Systems, Inc:</i>	<u>\$316.82</u>	<u>\$0.00</u>		<u>\$316.82</u>
Cintas Corporation								
Cintas Corporation	10/17/2019	10/17/2019	4032761765	PW uniforms through 10/17/19	\$48.88	\$0.00		\$48.88
				<i>Totals for Cintas Corporation:</i>	<u>\$48.88</u>	<u>\$0.00</u>		<u>\$48.88</u>
City of Concord								
City of Concord	10/4/2019	10/4/2019	80755	Live scan	\$114.00	\$0.00		\$114.00
				<i>Totals for City of Concord:</i>	<u>\$114.00</u>	<u>\$0.00</u>		<u>\$114.00</u>
City of San Pablo								
City of San Pablo	9/25/2019	9/25/2019	25469	Mayors' Conference 9/5/19	\$55.00	\$0.00		\$55.00
				<i>Totals for City of San Pablo:</i>	<u>\$55.00</u>	<u>\$0.00</u>		<u>\$55.00</u>
CME Lighting Supply, Inc								
CME Lighting Supply, Inc	10/2/2019	10/2/2019	235298	Flourescent bulbs	\$13.87	\$0.00		\$13.87
				<i>Totals for CME Lighting Supply, Inc:</i>	<u>\$13.87</u>	<u>\$0.00</u>		<u>\$13.87</u>
Comcast Business (PD)								
Comcast Business (PD)	10/1/2019	10/1/2019	88710630	PD Internet for September 2019	\$942.62	\$0.00		\$942.62
				<i>Totals for Comcast Business (PD):</i>	<u>\$942.62</u>	<u>\$0.00</u>		<u>\$942.62</u>
Comcast Business								
Comcast Business	10/4/2019	9/5/2019	090519	Internet 9/10/19-10/9/19	\$386.09	\$0.00		\$386.09
Comcast Business	11/4/2019	10/5/2019	100519	Internet 10/10/19-11/9/19	\$386.09	\$0.00		\$386.09
				<i>Totals for Comcast Business:</i>	<u>\$772.18</u>	<u>\$0.00</u>		<u>\$772.18</u>
Concord Uniforms								
Concord Uniforms	9/30/2019	9/30/2019	15976	PD uniform	\$180.42	\$0.00		\$180.42

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 Concord Uniforms:</i>					\$180.42	\$0.00		\$180.42
Contra Costa County - Office of the Sheriff								
Contra Costa County - Office of the She	10/4/2019	10/4/2019	CLPD-1909	Toxicology for September 2019	\$300.00	\$0.00		\$300.00
<i>Totals for Contra Costa County - Office of the Sheriff:</i>					\$300.00	\$0.00		\$300.00
Contra Costa County Office of the Sheriff (Training)								
Contra Costa County Office of the Sheri	10/9/2019	10/9/2019	110419	Training 11/4/19-11/6/19	\$75.00	\$0.00		\$75.00
Contra Costa County Office of the Sheri	10/11/2019	10/11/2019	MFF110419	Training 11/4/19-11/6/19	\$75.00	\$0.00		\$75.00
<i>Totals for Contra Costa County Office of the Sheriff (Training):</i>					\$150.00	\$0.00		\$150.00
Contra Costa County Office of Sheriff (CCNET)								
Contra Costa County Office of Sheriff (10/17/2019	10/17/2019	CL 18/19	CLETS 18/19 Annual fee	\$701.76	\$0.00		\$701.76
<i>Totals for Contra Costa County Office of Sheriff (CCNET):</i>					\$701.76	\$0.00		\$701.76
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	8/15/2019	8/15/2019	702591	Traffic signal maintenance for July 2019	\$1,869.28	\$0.00		\$1,869.28
<i>Totals for Contra Costa County Public Works Dept:</i>					\$1,869.28	\$0.00		\$1,869.28
Contra Costa County Tax Collector								
Contra Costa County Tax Collector	10/31/2019	10/31/2019	19 122231	Property Taxes, City of Clayton	\$6,750.30	\$0.00		\$6,750.30
<i>Totals for Contra Costa County Tax Collector:</i>					\$6,750.30	\$0.00		\$6,750.30
Contra Costa Tractor Mobile Svc								
Contra Costa Tractor Mobile Svc	10/16/2019	10/16/2019	18153	Tractor service call	\$659.34	\$0.00		\$659.34
<i>Totals for Contra Costa Tractor Mobile Svc:</i>					\$659.34	\$0.00		\$659.34
CPS HR Consulting								
CPS HR Consulting	10/24/2019	10/24/2019	INV367336	Recruiting fees	\$4,174.04	\$0.00		\$4,174.04
<i>Totals for GPS HR Consulting:</i>					\$4,174.04	\$0.00		\$4,174.04
CSI Forensic Supply								
CSI Forensic Supply	10/23/2019	10/23/2019	61763A	Evidence supplies	\$111.56	\$0.00		\$111.56
CSI Forensic Supply	10/23/2019	10/23/2019	61726A	Evidence supplies	\$14.34	\$0.00		\$14.34
<i>Totals for CSI Forensic Supply:</i>					\$125.90	\$0.00		\$125.90
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	11/15/2019	10/2/2019	65242536	Copier lease 10/15/19-11/24/19	\$304.59	\$0.00		\$304.59
De Lage Landen Financial Services, Inc.	10/15/2019	9/2/2019	64876824	Copier lease 9/15/19-10/14/19	\$304.59	\$0.00		\$304.59
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					\$609.18	\$0.00		\$609.18
Digital Services								
Digital Services	10/25/2019	10/25/2019	11477	IT services for October 2019	\$2,604.99	\$0.00		\$2,604.99
<i>Totals for Digital Services:</i>					\$2,604.99	\$0.00		\$2,604.99
Dillon Electric Inc								

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
Dillon Electric Inc	10/10/2019	10/10/2019	4002	Replace streetlight (Prop. dmg.)	\$947.70	\$0.00		\$947.70
Dillon Electric Inc	10/15/2019	10/15/2019	3938	Street light repairs 6/28/19	\$299.43	\$0.00		\$299.43
Dillon Electric Inc	10/11/2019	10/11/2019	4003	Street light repairs 10/9/19	\$259.22	\$0.00		\$259.22
<i>Totals for Dillon Electric Inc:</i>					<u>\$1,506.35</u>	<u>\$0.00</u>		<u>\$1,506.35</u>
Dynasty Roofing								
Dynasty Roofing	10/21/2019	10/21/2019	BP155-19	C&D refund	\$1,000.00	\$0.00		\$1,000.00
<i>Totals for Dynasty Roofing:</i>					<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
East Bay Rgn Comm System Auth								
East Bay Rgn Comm System Auth	9/26/2019	9/26/2019	201900224	Operating payments FY 20	\$13,680.00	\$0.00		\$13,680.00
<i>Totals for East Bay Rgn Comm System Auth:</i>					<u>\$13,680.00</u>	<u>\$0.00</u>		<u>\$13,680.00</u>
Entenmann-Rovin Co								
Entenmann-Rovin Co	10/28/2019	10/28/2019	0147499	Badge	\$124.96	\$0.00		\$124.96
<i>Totals for Entenmann-Rovin Co:</i>					<u>\$124.96</u>	<u>\$0.00</u>		<u>\$124.96</u>
Garton Tractor, Inc								
Garton Tractor, Inc	10/17/2019	10/17/2019	WF01315	New Holland L218 Skid steer tractor	\$32,227.02	\$0.00		\$32,227.02
<i>Totals for Garton Tractor, Inc:</i>					<u>\$32,227.02</u>	<u>\$0.00</u>		<u>\$32,227.02</u>
Globalstar LLC								
Globalstar LLC	10/16/2019	10/16/2019	10734700	Sat phone 9/16/19-10/15/19	\$108.61	\$0.00		\$108.61
<i>Totals for Globalstar LLC:</i>					<u>\$108.61</u>	<u>\$0.00</u>		<u>\$108.61</u>
Mark Graham								
Mark Graham	10/21/2019	10/21/2019	19-25	Polygraph exams	\$600.00	\$0.00		\$600.00
<i>Totals for Mark Graham:</i>					<u>\$600.00</u>	<u>\$0.00</u>		<u>\$600.00</u>
GreenTech Industry, Inc								
GreenTech Industry, Inc	10/9/2019	10/9/2019	10443-4	Retainer, completion ADA doors	\$1,814.00	\$0.00		\$1,814.00
<i>Totals for GreenTech Industry, Inc:</i>					<u>\$1,814.00</u>	<u>\$0.00</u>		<u>\$1,814.00</u>
Hammons Supply Company								
Hammons Supply Company	10/11/2019	10/11/2019	108697	Library janitorial supplies	\$243.91	\$0.00		\$243.91
<i>Totals for Hammons Supply Company:</i>					<u>\$243.91</u>	<u>\$0.00</u>		<u>\$243.91</u>
Health Care Dental Trust								
Health Care Dental Trust	11/1/2019	11/1/2019	268269	Dental for November 2019	\$1,636.86	\$0.00		\$1,636.86
<i>Totals for Health Care Dental Trust:</i>					<u>\$1,636.86</u>	<u>\$0.00</u>		<u>\$1,636.86</u>
ICMA Retirement Corporation								
ICMA Retirement Corporation	10/8/2019	10/8/2019	43303	Annual plan fee 10/1/19-12/31/19	\$125.00	\$0.00		\$125.00
ICMA Retirement Corporation	10/22/2019	10/20/2019	214506	457 contributions PPE 10/20/19	\$1,361.53	\$0.00		\$1,361.53
ICMA Retirement Corporation	10/9/2019	10/6/2019	100619	457 contributions PPE 10/6/19	\$1,436.53	\$0.00		\$1,436.53

City of Clayton Open Invoice Report Obligations

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for ICMA Retirement Corporation:</i>					\$2,923.06	\$0.00		\$2,923.06
J&R Floor Services								
J&R Floor Services	10/22/2019	10/22/2019	Ten 2019	Janitorial services for October 2019	\$4,865.00	\$0.00		\$4,865.00
<i>Totals for J&R Floor Services:</i>					\$4,865.00	\$0.00		\$4,865.00
Robert Johnston								
Robert Johnston	10/14/2019	10/14/2019	101319	Deposit refund	\$100.00	\$0.00		\$100.00
<i>Totals for Robert Johnston:</i>					\$100.00	\$0.00		\$100.00
Jeff Kendall								
Jeff Kendall	10/14/2019	10/14/2019	CAP0336	Deposit refund	\$34.25	\$0.00		\$34.25
<i>Totals for Jeff Kendall:</i>					\$34.25	\$0.00		\$34.25
Kennedy & Associates								
Kennedy & Associates	10/5/2019	10/5/2019	19-201	GI Plan svcs for September 2019	\$2,504.75	\$0.00		\$2,504.75
<i>Totals for Kennedy & Associates:</i>					\$2,504.75	\$0.00		\$2,504.75
LarryLogic Productions								
LarryLogic Productions	10/16/2019	10/16/2019	1842	City council meeting production 10/15/19	\$420.00	\$0.00		\$420.00
<i>Totals for LarryLogic Productions:</i>					\$420.00	\$0.00		\$420.00
Matrix Association Management								
Matrix Association Management	10/1/2019	10/1/2019	11384	Diablo Estates mgmt for October 2019	\$4,532.50	\$0.00		\$4,532.50
<i>Totals for Matrix Association Management:</i>					\$4,532.50	\$0.00		\$4,532.50
Michael Baker International, Inc								
Michael Baker International, Inc	10/8/2019	10/8/2019	1062516	Professional services for September 2019	\$1,050.00	\$0.00		\$1,050.00
<i>Totals for Michael Baker International, Inc:</i>					\$1,050.00	\$0.00		\$1,050.00
MPA								
MPA	10/22/2019	10/22/2019	October2019	Life/LTD for October 2019	\$1,902.78	\$0.00		\$1,902.78
MPA	10/4/2019	10/4/2019	A091903	Unmet liability deductible	\$1,132.87	\$0.00		\$1,132.87
MPA	11/5/2019	11/5/2019	November2019	Life/LTD for November 2019	\$1,845.96	\$0.00		\$1,845.96
<i>Totals for MPA:</i>					\$4,881.61	\$0.00		\$4,881.61
MSR Mechanical, LLC								
MSR Mechanical, LLC	10/22/2019	10/22/2019	110695	City Hall HVAC maintenance for January 201	\$350.00	\$0.00		\$350.00
MSR Mechanical, LLC	10/22/2019	10/22/2019	110713	EH HVAC maintenance for January 2019	\$259.00	\$0.00		\$259.00
MSR Mechanical, LLC	10/22/2019	10/22/2019	111404	Library HVAC maintenance for May 2019	\$529.81	\$0.00		\$529.81
MSR Mechanical, LLC	10/22/2019	10/22/2019	111419	CH HVAC service call 5/30/19	\$647.22	\$0.00		\$647.22
MSR Mechanical, LLC	7/23/2019	7/23/2019	111688	Library HVAC maintenance July 2019	\$944.36	\$0.00		\$944.36
MSR Mechanical, LLC	10/7/2019	10/7/2019	112339	Library HVAC service call 9/19/19	\$1,574.50	\$0.00		\$1,574.50
MSR Mechanical, LLC	10/13/2019	10/13/2019	112353	EH HVAC maintenance October 2019	\$259.00	\$0.00		\$259.00
<i>Totals for MSR Mechanical, LLC:</i>					\$4,563.89	\$0.00		\$4,563.89

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
Nationwide								
Nationwide	10/22/2019	10/20/2019	102019	457 contribution PPE 10/20/19	\$500.00	\$0.00		\$500.00
Nationwide	10/8/2019	10/6/2019	100619	457 contribution PPE 10/6/19	\$500.00	\$0.00		\$500.00
<i>Totals for Nationwide:</i>					<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
Neopost Northwest								
Neopost Northwest	10/15/2019	10/15/2019	N7968405	Postage machine lease 8/16/19-11/15/19	\$510.81	\$0.00		\$510.81
<i>Totals for Neopost Northwest:</i>					<u>\$510.81</u>	<u>\$0.00</u>		<u>\$510.81</u>
Paychex								
Paychex	10/9/2019	10/6/2019	2019100701	Payroll fees PPE 10/6/19	\$227.84	\$0.00		\$227.84
Paychex	10/1/2019	9/25/2019	2019092701	Portion of payroll fees for PPE 10/20/19	\$142.49	\$0.00		\$142.49
Paychex	10/23/2019	10/23/2019	2019102101	Payroll fees PPE 10/20/19	\$52.20	\$0.00		\$52.20
<i>Totals for Paychex:</i>					<u>\$422.53</u>	<u>\$0.00</u>		<u>\$422.53</u>
PG&E								
PG&E	10/22/2019	9/24/2019	092419	Energy 8/20/19-9/19/19	\$5,702.25	\$0.00		\$5,702.25
PG&E	11/4/2019	10/17/2019	101719	Energy 9/17/19-10/15/19	\$18,906.47	\$0.00		\$18,906.47
<i>Totals for PG&E:</i>					<u>\$24,608.72</u>	<u>\$0.00</u>		<u>\$24,608.72</u>
Rex Lock & Safe, Inc.								
Rex Lock & Safe, Inc.	10/1/2019	10/1/2019	124886	Repair lock @ The Grove Park	\$220.00	\$0.00		\$220.00
<i>Totals for Rex Lock & Safe, Inc.:</i>					<u>\$220.00</u>	<u>\$0.00</u>		<u>\$220.00</u>
Riso Products of Sacramento								
Riso Products of Sacramento	10/18/2019	10/18/2019	201349	Copier usage 9/20/19-10/19/19	\$77.89	\$0.00		\$77.89
<i>Totals for Riso Products of Sacramento:</i>					<u>\$77.89</u>	<u>\$0.00</u>		<u>\$77.89</u>
Roto-Rooter Sewer/Drain Service								
Roto-Rooter Sewer/Drain Service	10/11/2019	10/11/2019	50821284882	CH service call	\$412.50	\$0.00		\$412.50
<i>Totals for Roto-Rooter Sewer/Drain Service:</i>					<u>\$412.50</u>	<u>\$0.00</u>		<u>\$412.50</u>
Sacramento County Sheriff's Office								
Sacramento County Sheriff's Office	10/9/2019	10/9/2019	110819	Training class 11/8/19	\$100.00	\$0.00		\$100.00
<i>Totals for Sacramento County Sheriff's Office:</i>					<u>\$100.00</u>	<u>\$0.00</u>		<u>\$100.00</u>
Site One Landscape Supply, LLC								
Site One Landscape Supply, LLC	10/9/2019	10/9/2019	94828281-001	Irrigation controls	\$29,997.16	\$0.00		\$29,997.16
<i>Totals for Site One Landscape Supply, LLC:</i>					<u>\$29,997.16</u>	<u>\$0.00</u>		<u>\$29,997.16</u>
Staples Business Credit								
Staples Business Credit	9/25/2019	9/25/2019	1625897246	Office supplies for August 2019	\$788.89	\$0.00		\$788.89
<i>Totals for Staples Business Credit:</i>					<u>\$788.89</u>	<u>\$0.00</u>		<u>\$788.89</u>
Stericycle Inc								

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
Stericycle Inc	11/1/2019	11/1/2019	3004865263	Medical waste disposal	\$83.41	\$0.00		\$83.41
				<i>Totals for Stericycle Inc:</i>	<u>\$83.41</u>	<u>\$0.00</u>		<u>\$83.41</u>
Steve Clark Roofing								
Steve Clark Roofing	10/15/2019	10/15/2019	BP139-19	C&D refund	\$1,000.00	\$0.00		\$1,000.00
				<i>Totals for Steve Clark Roofing:</i>	<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
Swenson's Mobile Fleet Repair								
Swenson's Mobile Fleet Repair	10/5/2019	10/5/2019	1001376	Service to 07 F450	\$490.87	\$0.00		\$490.87
				<i>Totals for Swenson's Mobile Fleet Repair:</i>	<u>\$490.87</u>	<u>\$0.00</u>		<u>\$490.87</u>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Fuel, PW	\$3,378.60	\$0.00		\$3,378.60
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Employment ad, meals for interview panels	\$235.75	\$0.00		\$235.75
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	TLO, Transunion search engine	\$118.10	\$0.00		\$118.10
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Work boots, material for bulletin board	\$552.24	\$0.00		\$552.24
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Holsters, gun locker, fuse pack, food for Search	\$534.03	\$0.00		\$534.03
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Office supplies	\$105.51	\$0.00		\$105.51
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Office supplies	\$122.56	\$0.00		\$122.56
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Postage	\$70.75	\$0.00		\$70.75
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Storage unit rent	\$166.00	\$0.00		\$166.00
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Stakes, 2X6, Keystone blocks for picnic pad	\$334.27	\$0.00		\$334.27
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Car washes, headlight bulbs	\$319.19	\$0.00		\$319.19
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Fuel for PD	\$3,452.67	\$0.00		\$3,452.67
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	City council closed session meal	\$155.45	\$0.00		\$155.45
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	PAPA pest cert renewal	\$60.00	\$0.00		\$60.00
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Training lodging and meals	\$588.26	\$0.00		\$588.26
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	IT services, equipment	\$2,136.07	\$0.00		\$2,136.07
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Irrigation supplies	\$1,336.40	\$0.00		\$1,336.40
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Landscape supplies	\$502.25	\$0.00		\$502.25
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Equipment repair	\$344.40	\$0.00		\$344.40
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Batteries	\$17.39	\$0.00		\$17.39
US Bank - Corp Pmt System CalCard	10/25/2019	9/23/2019	Stmt end 9/23/19	Toilet water tank repair	\$25.68	\$0.00		\$25.68
				<i>Totals for US Bank - Corp Pmt System CalCard:</i>	<u>\$14,555.57</u>	<u>\$0.00</u>		<u>\$14,555.57</u>
Verizon Wireless								
Verizon Wireless	10/1/2019	10/1/2019	9839179258	Cell phones 9/2/19-10/1/19	\$270.69	\$0.00		\$270.69
				<i>Totals for Verizon Wireless:</i>	<u>\$270.69</u>	<u>\$0.00</u>		<u>\$270.69</u>
Wally's Rental Center, Inc.								
Wally's Rental Center, Inc.	9/27/2019	9/27/2019	202864-3	Rental equipment for doggy stations	\$556.38	\$0.00		\$556.38
				<i>Totals for Wally's Rental Center, Inc.:</i>	<u>\$556.38</u>	<u>\$0.00</u>		<u>\$556.38</u>
Western Exterminator								
Western Exterminator	9/30/2019	9/30/2019	7406654	Pest control for September 2019	\$427.00	\$0.00		\$427.00

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 Western Exterminator:</i>					\$427.00	\$0.00		\$427.00
Workers.com								
Workers.com	10/4/2019	10/4/2019	125953	Seasonal workers week end 9/29/19	\$5,641.50	\$0.00		\$5,641.50
Workers.com	10/11/2019	10/11/2019	126014	Seasonal workers week end 10/6/19	\$4,945.27	\$0.00		\$4,945.27
Workers.com	10/18/2019	10/18/2019	126080	Seasonal workers week end 10/13/19	\$5,636.74	\$0.00		\$5,636.74
<i>Totals for Workers.com:</i>					\$16,223.51	\$0.00		\$16,223.51
GRAND TOTALS:					\$264,090.06	\$0.00		\$264,090.06

Invoice Date: 7/19/2019
 Invoice Number: 1442902

Funds due on 8/16/2019

City of Clayton, CA
 6000 Heritage Trail
 Clayton, California 94517

Kevin Mizuno (925)-672-4917
 Laura Hoffmeister

kmizuno@ci.clayton.ca.us
 lhoffmeister@ci.clayton.ca.us

Invoice for Debt Service Payment on 9/2/2019

Cusip	Maturity Date	Accrual Start Date	Accrual End Date	No. of Days	Principal Balance	Interest Rate	Interest	Principal	Premium/Discount
1840709D4	9/2/2019	3/2/2019	9/1/2019	180	\$383,000.00	6.503%	\$12,453.25	\$383,000.00	
1840709C6	9/2/2020	3/2/2019	9/1/2019	180	\$409,000.00	6.503%	\$13,298.64	\$0.00	
1840709B8	9/2/2021	3/2/2019	9/1/2019	180	\$434,000.00	6.503%	\$14,111.51	\$0.00	
1840709A0	9/2/2022	3/2/2019	9/1/2019	180	\$470,000.00	6.503%	\$15,282.05	\$0.00	
					\$1,696,000.00		\$55,145.45	\$383,000.00	

Interest Due:	\$55,145.45
Total Principal Due:	+ \$383,000.00
Principal Deposit Due:	
Cash on hand:	-\$82,000.00
Net Due:	\$356,145.45

Total Interest Due: \$55,145.45
Total Principal Due: + \$383,000.00
Total Credits: -\$82,000.00
TOTAL DUE 8/16/2019 \$356,145.45
 Notes

ENTERED

ONLINE PAYMENT

Payment Date: 8/28/19
 CC Approval Date: 11/5/19

[Signature] 8/28/19
 AUTHORIZED BY DATE
 16 4221210.00
 VENDOR # ACCOUNT #
 356,145.45
 AMOUNT CITY MANAGER APPROVAL

PAID-EFT/ACH

Initial _____
 Initial _____



9101244

CASH REQUIREMENTS**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/23/19: \$91,169.76****TRANSACTION SUMMARY****SUMMARY BY TRANSACTION TYPE -**

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	91,169.76
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<u>91,169.76</u>
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	10,012.29
CASH REQUIRED FOR CHECK DATE 10/23/19	<u>101,182.05</u>

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
10/22/19	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Net Pay Allocations	70,523.29	
10/22/19	BANK OF AMERICA, NA	xxxxxx4799	Direct Deposit	Deductions with Direct Deposit	603.50	71,126.79
10/22/19	BANK OF AMERICA, NA	xxxxxx4799	Readychex®	Check Amounts	274.74	274.74
10/22/19	BANK OF AMERICA, NA	xxxxxx4799	Garnishment	Employee Deductions	179.18	179.18
						EFT FOR 10/22/19
10/23/19	BANK OF AMERICA, NA	xxxxxx4799	Taxpay®	Employee Withholdings		71,580.71
				Social Security	389.97	
				Medicare	1,395.62	
				Fed Income Tax	11,340.61	
				CA Income Tax	4,642.52	
				Total Withholdings	<u>17,768.72</u>	
				Employer Liabilities		
				Social Security	389.98	
				Medicare	1,395.62	
				Fed Unemploy	4.85	
				CA Unemploy	29.07	
				CA Emp Train	0.81	
				Total Liabilities	<u>1,820.33</u>	19,589.05
						EFT FOR 10/23/19
						19,589.05
						TOTAL EFT
						91,169.76

Janet Calderon

From: James Diaz <jimdiaz2002@pacbell.net>
Sent: Thursday, October 24, 2019 5:24 PM
To: Janet Calderon
Cc: Laura Hoffmeister
Subject: 2020 Clayton Classic Car Show Series - Five (5) Event Car Show Series Schedule
Attachments: 2020 Wednesday Night - Classic Car Show & DJ - Schedule - 10-24-2019.docx

Ms. Calderon:

Janet,

Good afternoon.

Attached is the 2020 Clayton Classic Car Series dates and locations.

Please include this 2020 Car Show information in the November 5, 2019 Consent Calendar.

Please let me know if you have any questions or need additional information.

Thank you.

Jim Diaz
Producer
2020 Clayton Classic Car Show Series
(925) 672-0535

Attachment

2020 WEDNESDAY NIGHT CLASSIC CAR SHOW SCHEDULE

The Wednesday Night Classic Car Show is a series of five (5) Classic Car Shows from the immediate Clayton Valley Area. Each Car Show will begin at 6:00 PM and end at 8:00 PM. Entertainment will be provided by DJ.

These Classic Car Shows will be held in the City of Clayton Parking Lot at 6095 Main Street. In addition, it is planned to use a portion of the undeveloped land behind the Clayton Community Church property, adjacent to the KinderCare Parking Lot, for Vintage Car parking in excess of the twenty (20) Vintage Cars parked in the City of Clayton Parking Lot at 6095 Main Street.

2020 CLASSIC CAR SHOW DATES:

- **June 10**
- **June 24**
- **July 8**
- **July 22**
- **August 5**

ENTERTAINMENT:

Classic Car Show & DJ Jeffrey Brown

Classic Car Show & DJ Jeffrey Brown

Classic Car Show & DJ Jeffrey Brown

Classic Car Show & DJ Jeffrey Brown

Classic Car Show & DJ Jeffrey Brown

June 2020

◀ May 2020

Jul 2020 ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 City Council Meeting	3	4	5	6 Saturday Concert in The Grove
7	8	9 Planning Commission Meeting	10 Classic Car Show & DJ	11	12	13
14	15	16 City Council Meeting	17	18	19	20 Saturday Concert in The Grove
21 Father's Day	22	23 Planning Commission Meeting	24 Classic Car Show & DJ	25	26	27
28	29	30				

◀ Jun 2020

July 2020

Aug 2020 ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 City Hall Closed	4 Indep. Day Saturday Concert in The Grove
5	6	7 City Council Meeting	8 Classic Car Show & DJ	9	10	11
12	13	14 Planning Commission Meeting	15	16	17	18 Saturday Concert in The Grove
19	20	21 City Council Meeting	22 Classic Car Show & DJ	23	24	25
26	27	28 Planning Commission Meeting	29	30	31	

◀ Jul 2020

August 2020

Sep 2020 ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Saturday Concert in The Grove
2	3	4 City Council Meeting	5 Classic Car Show & DJ	6	7	8
9	10	11 Planning Commission Meeting	12	13	14	15 Saturday Concert in The Grove
16	17	18 City Council Meeting	19	20	21	22
23	24	25 Planning Commission Meeting	26	27	28	29 Saturday Concert in The Grove
30	31					

Agenda Date: 11-05-2019

Agenda Item: 4a

declaring

November 6, 2019

as

"Shelter-in-Place Education Day"

WHEREAS, public and private schools and childcare centers throughout Contra Costa County will be participating in the Shelter-in-Place Drill on November 6th; and

WHEREAS, Contra Costa Community Awareness Emergency Response Group - CAER - is sponsoring the 18th Annual Shelter-in-Place Drill and assisting schools and childcare centers with their emergency preparedness; and

WHEREAS, emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release; and

WHEREAS, the Shelter-in-Place Drill increases public awareness about Shelter-in-Place as a protective action and gives students and teachers practice in implementing this important procedure; and

WHEREAS, the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate.

NOW THEREFORE, I, Tuija Catalano, Mayor, on behalf of the Clayton City Council, do hereby proclaim November 6, 2019 as "Shelter-in-Place Education Day" and encourages participation in the Contra Costa CAER Group's public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools and childcare centers in the Shelter-in-Place Drill.

ALYSSA TEIXEIRA
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Courage"
May, June, and July 2019

Agenda Date: 11-05-2019

Agenda Item: 410

ASHLEE PILON
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Courage"
May, June, and July 2019

MIA GROVER
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Responsibility"
August and September 2019

Agenda Date: 11-05-2019
Agenda Item: 4c

JAKE BERGER
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Responsibility"
August and September 2019

ALEX JENSON
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Respect"
October 2019

Agenda Date: 11-05-2019

Agenda Item: 4d

COLTON ROBERTS
for
"Doing the Right Thing"
at
Mt. Diablo Elementary School
by exemplifying great "Respect"
October 2019

ROBERT PRYOR
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Respect"
October 2019

JAKOB JENSEN
for
"Doing the Right Thing"
at
Diablo View Middle School
by exemplifying great "Respect"
October 2019

MASON OAKLEY

for

"Doing the Right Thing"

at

Clayton Valley Charter High School

by exemplifying great "Respect"

October 2019

JOEY SOBERON

for

"Doing the Right Thing"

at

Clayton Valley Charter High School

by exemplifying great "Respect"


October 2019



Agenda Date: 11-05-2019

Agenda Item: 7a

Approved:


Joe Sbranti
Interim City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: DAVID WOLTERING, INTERIM COMMUNITY DEVELOPMENT DIRECTOR

DATE: NOVEMBER 5, 2019

SUBJECT: PUBLIC HEARING TO CONSIDER THE INTRODUCTION AND FIRST READING OF AN ORDINANCE TO AMEND SECTIONS 6.05.010, 17.16.020.B, AND 17.28.060 OF THE CLAYTON MUNICIPAL CODE TO ALLOW THE KEEPING OF CHICKENS, WITH SPECIFIED RESTRICTIONS, IN SINGLE-FAMILY RESIDENTIAL DISTRICTS AND DETACHED SINGLE-FAMILY RESIDENTIAL NEIGHBORHOODS IN PLANNED DEVELOPMENT (PD) DISTRICTS (ZOA-04-19)

RECOMMENDATION

It is recommended the City Council receive the staff report on this subject, ask staff for any clarification of the information presented in the staff report, open the public hearing, receive and consider any public testimony provided on the subject, close the public hearing, and, then, discuss the item.

The staff recommendation is to approve the Introduction and First Reading of an Ordinance (**Attachment A**) to amend sections 6.05.010, 17.16.020.B, and 17.28.060 of the Clayton Municipal Code to allow the keeping of chickens, with specified restrictions, in Single-Family Residential Districts and in detached single-family residential neighborhoods in Planned Development (PD) Districts (ZOA-04-19).

BACKGROUND

Over time, including at a City Council meeting within the past 12 months, a number of Clayton residents have indicated an interest in the City considering allowing the keeping of chickens in residential districts in Clayton. Presently, the City does not allow the keeping of chickens within Clayton. At the October 22, 2019 Planning Commission meeting, staff presented this subject to the Commission for consideration with a recommendation to allow

the keeping of chickens, with specified restrictions, in single-family residential districts and neighborhoods. At the Planning Commission meeting, staff reviewed a sampling of ordinance provisions from other municipalities within Contra Costa County pertaining to the keeping of chickens (**Attachment D**). For example, in May of 2018, the County of Contra Costa adopted Ordinance No. 2018-06 that allows the keeping of chickens, one per 1,000 square feet of property up to a maximum of 20 in its single-family residential zoning districts; roosters prohibited, unless the property is a minimum of five acres in size; specified setback restrictions for an enclosure; and, the maximum height for an enclosure established at 12 feet. The cities of Danville, Orinda, and San Ramon have adopted the County standards. Highlights from surveyed ordinances are included in **Attachment D**. Besides the City of Clayton, the cities of Pittsburg and San Pablo are the only other cities in Contra Costa County that prohibit the keeping of chickens.

Staff had recommended to the Planning Commission the following specified restrictions for the keeping of chickens in single-family residential districts and neighborhoods:

1. Hens only (no roosters);
2. One hen per 1,000 square feet of lot area up to a maximum of 10 hens;
3. Contained within an enclosure not to exceed 100 square feet in area and a maximum of 12 feet in height;
4. Enclosure must be setback a minimum of 50 feet from the front property line and 20 feet from a side and rear property line;
5. Food shall be placed in a food containment article to minimize the attraction of rodents; and,
6. The enclosure and related area for the keeping of chickens shall be regularly cleaned and maintained to minimize odors and pests.

DISCUSSION

Based on public input, staff feedback, and perspectives of individual Commissioners, the Planning Commission by a 4-1 majority supported recommending approval to the City Council for the keeping of chickens, with specified restrictions, in the City's single-family residential districts and detached single-family residential neighborhoods (**Attachments B and C**). Commissioners, however, modified and edited the staff-recommended restrictions in their action based on the general feedback and discussion at the meeting. A majority of the Commission believed a 20-foot side and rear yard setback for an enclosure would limit the ability of property owners to keep chickens, and that a 10-foot side and rear setback would be sufficient. They believed an eight foot maximum height for an enclosure rather than a 12-foot high maximum would reduce the visual impact for neighbors. The Commission indicated that chickens would not always be contained within an enclosure, so added "Generally" contained to specified restriction #3 to clarify there would be times when the chickens would not be contained in the enclosure. The Commissioners agreed to a minor edit to replace containment "article" with containment "receptacle" in specified restriction #5. The Planning Commission also indicated a desire to clarify that the Ordinance would apply to the detached single-family residential neighborhoods in the City's Planned Development (PD) Districts in addition to the City's single-family residential districts.

FISCAL IMPACTS

Adoption of the Ordinance would provide written standards to allow the keeping of chickens in Clayton. Compliance with these standards would be enforced by the City's Code Enforcement Officer in conjunction with Contra Costa County Animal Control, based on complaints. Staff anticipates that the current level of code enforcement would be sufficient to enforce the standards.

ATTACHMENTS

- A. Ordinance
- B. Planning Commission Resolution No. 04-19
- C. Draft Minutes Excerpt from the October 22, 2019 Planning Commission Meeting
- D. Summary of "Keeping of Urban Animal Ordinances"

ORDINANCE NO. XX

AN ORDINANCE AMENDING SECTIONS 6.05.010, 17.16.020.B, AND 17.28.060 OF THE CLAYTON MUNICIPAL CODE TO ALLOW THE KEEPING OF CHICKENS, WITH SPECIFIED RESTRICTIONS, IN SINGLE-FAMILY RESIDENTIAL DISTRICTS AND DETACHED SINGLE-FAMILY RESIDENTIAL NEIGHBORHOODS IN PLANNED DEVELOPMENT (PD) DISTRICTS
City of Clayton, California

THE CITY COUNCIL OF THE CITY OF CLAYTON DOES HEREBY FIND AS FOLLOWS:

WHEREAS, the City wishes to amend Sections 6.05.010, 17.16.020.B, and 17.28.060 of the Clayton Municipal Code in order to allow the keeping of chickens, with specified restrictions, in single-family residential zoning districts and detached single-family residential neighborhoods in Planned Development (PD) Districts; and

WHEREAS, the Planning Commission on October 22, 2019 held a duly-noticed public hearing on the matter and recommended approval to the City Council; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Clayton City Council has reviewed all written evidence and oral testimony presented to date on this matter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated into this Ordinance.

Section 2. Amendments to Clayton Municipal Code Sections 6.05.010, 17.16.020.B, and 17.28.060.

A. Clayton Municipal Code Section 6.05.010 is hereby amended to read as follows – See Exhibit 1.

B. Clayton Municipal Code Section 17.16.020.B is hereby amended to read as follows – See Exhibit 2.

C. Clayton Municipal Code Section 17.28.060 is hereby amended to read as follows – See Exhibit 3.

Section 3. **CEQA.** The City Council hereby determines this Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) (California Public Resources Code Section 21000 et seq.). Pursuant to State CEQA Guidelines section 15303 (14 Cal. Code Regs., § 15303), this Ordinance is covered by the Class 3 CEQA Categorical Exemption for construction of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Further, this Ordinance, based on the specified restrictions therein on the allowing of keeping chickens, is exempt from CEQA pursuant to Section 15061(b)(3) – where it is not anticipated that here would be a significant effect on the environment. The adoption of this Ordinance will result in allowing chickens (i.e., hens), with specified restrictions, in single-family residential districts and detached single-family residential neighborhoods in Planned Development (PD) Districts. The City Council hereby directs the City Manager or his designee to prepare and file a Notice of Exemption within five business days following adoption of this Ordinance.

Section 4. **Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

Section 5. **Conflicting Ordinances Repealed.** Any Ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

Section 6. **Effective Date and Publication.** This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause it to be posted in three (3) public places heretofore designated by resolution by the City Council for the posting of ordinances and public notices. Further, the City Clerk is directed to cause the amendments adopted in Section 2 of this Ordinance to be codified into the City of Clayton Municipal Code.

The foregoing Ordinance was introduced at a regular public meeting of the City Council of the City of Clayton, California held on November 5, 2019.

Passed, adopted, and ordered posted by the City Council of the City of Clayton, California at a regular public meeting thereof held on November 19, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Tuija Catalano, Mayor

ATTEST

Janet Calderon, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Malathy Subramanian, City Attorney

Joe Sbranti, Interim City Manager

#

I hereby certify that the foregoing Ordinance was duly introduced at a regular public meeting of the City Council of the City of Clayton, California held on November 5, 2019 and was duly adopted, passed, and ordered posted at a regular public meeting of said City Council held on November 19, 2019.

Janet Calderon, City Clerk

CHAPTER 6.05 - PROHIBITED ANIMALS

Sections:

6.05.010 - Keeping Prohibited Animals—Exception.

- A. Except as otherwise permitted in accordance with Title 17 of this code, it shall be unlawful for any person to keep, maintain, possess, or harbor on any property within the city without a permit any animal determined to be dangerous or potentially dangerous under Article 416-12.4 of the Contra Costa County Code. It shall also be unlawful to keep, maintain, possess or harbor on any property within the City, any apiary, reptiles, livestock, or fowl, including, but not limited to, horses, mules, donkeys, burros, cattle, sheep, goats, swine, pigs, rabbits, chickens¹, geese, ducks, turkeys, doves, or pigeons.^{4 2} The owner or possessor of property on which animals are lawfully kept shall provide facilities which will reasonably assure that the premises will be maintained in a sanitary condition, free from offensive odors, excessive noise, or any other conditions which constitute a public nuisance as defined in Section 8.08.010 of this code.

Cross reference

¹ For allowing "chickens," with specified restrictions, in Single Family Residential Districts, see Sections 17.16.020.8 and 17.28.060.

^{4 2} For a definition of "household pets," see Section 17.04.104.

17.16.020 Permitted Uses—Principal.

The principal permitted uses in the single family residential districts shall be as follows:

- A. A detached, single family dwelling in each lot and the accessory structures and uses normally auxiliary to it;
- B. Crop and tree farming and horticulture, not including the raising or keeping of any animals other than ordinary household pets; , **except chickens subject to the following specified restrictions:**
 - 1. **Hens only (no roosters);**
 - 2. **One hen per 1,000 square feet of lot area to a maximum of 10 hens;**
 - 3. **Generally contained within an enclosure not to exceed 100 square feet in area and a maximum of eight (8) feet in height;**
 - 4. **Enclosure must be setback a minimum of 50 feet from the front property line and 10 feet from a side and rear property line;**
 - 5. **Food shall be placed in a food containment receptacle to minimize the attraction of rodents;**
 - 6. **The enclosure and related area for the keeping of chickens shall be regularly cleaned and maintained to minimize odors and pests.**
- C. Publicly-owned parks and playgrounds;
- D. Supportive housing and transitional housing;
- E. The keeping of equestrian livestock (R-40-H only), provided that a minimum land area to livestock ratio of forty thousand (40,000) feet of land to two (2) head of equestrian livestock shall be required.
- F. Personal property sales in accordance with the following regulations:
 - 1. Personal property sales shall be allowed up to a maximum of six (6) days per calendar year;
 - 2. Personal property sales shall be limited to the hours between 8:00 a.m. and 5:00 p.m.; and
 - 3. Personal property sales shall not result in adverse impacts related to noise, traffic, safety, congestion, and parking.
- G. Employee housing providing accommodations for six (6) or fewer employees.

17.28.060 - Permitted Uses.

The Planned Development District is designed to effectively control the development of a single use or mixture of uses as defined in the overlying category (or categories) designated in the General Plan. **The keeping of chickens is allowed within detached single-family residential neighborhoods within Planned Development Districts subject to the specified restrictions stated in Section 17.16.020.B.** Personal property sales are allowed in residential neighborhoods within Planned Development Districts subject to the following standards:

- A. Personal property sales shall be allowed up to a maximum of six (6) days per calendar year;
- B. Personal property sales shall be limited to the hours between 8:00 a.m. and 5:00 p.m.;
- C. Personal property sales shall not result in adverse impacts related to noise, traffic, safety, congestion, and parking; and
- D. Personal property sales are only allowed in higher-density residential developments if the sales area does not adversely impact common areas or public area

**CITY OF CLAYTON
PLANNING COMMISSION
RESOLUTION NO. 04-19**

**RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE AMENDING
CLAYTON MUNICIPAL CODE SECTIONS 6.05.010, 17.16.020.B, AND 17.28.060 RELATED TO
PROHIBITED ANIMALS
(ZOA-04-19)**

WHEREAS, the City wishes to amend Sections 6.05.010, 17.16.020.B, and 17.28.060 of the Clayton Municipal Code (CMC) in order to allow the keeping of chickens, with specified restrictions, in single-family residential zoning districts and detached single-family residential neighborhoods in Planned Development (PD) Districts; and

WHEREAS, this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.). Pursuant to State CEQA Guidelines section 15303 (14 Cal. Code Regs., § 15303), this Ordinance is covered by the Class 3 CEQA Categorical Exemption for construction of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Further, this Ordinance, based on the specified restrictions therein on allowing of keeping chickens, is exempt from CEQA pursuant to Section 15061(b)(3) – where it is not anticipated that there will be a significant effect on the environment.

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, on October 22, 2019, the Clayton Planning Commission held a duly-noticed public hearing on the matter, and received and considered testimony, both oral and documentary and recommended approval to the City Council of the proposed Ordinance to amend CMC Sections 6.05.010, 17.16.020.B, and 17.28.060 to allow the keeping of chickens, with specified restrictions, within single-family residential zoning districts and detached single-family residential neighborhoods in Planned Development (PD) Districts; and

WHEREAS, the Planning Commission has determined that the proposed amendments to the Clayton Municipal Code do not conflict with and are in general conformance with the City of Clayton General Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Clayton, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend City Council approval of the proposed Ordinance to amend the Clayton Municipal Code to allow the keeping of chickens, with specified restrictions, within single-family residential zoning districts and detached single-family residential neighborhoods in Planned Development (PD) Districts, attached hereto as Exhibit A and incorporated herein by this reference.

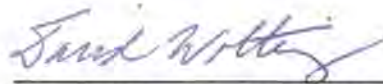
PASSED AND ADOPTED by the Planning Commission of the City of Clayton at a regular meeting on the 22nd day of October, 2019.

APPROVED:

ATTEST:



Peter Cloven
Chair



David Woltering, AICP, MPA
Interim Community Development Director

ATTACHMENTS

Exhibit A – Draft Ordinance Amending Sections 6.05.010, 17.16.020.B, and 17.28.060 of the CMC to Allow the Keeping of Chickens, with Specified Restrictions, in Single-Family Residential Zoning Districts and Detached Single-Family Residential Neighborhoods in Planned Development (PD) Districts

**Minutes
(Excerpt)
Clayton Planning Commission Meeting
Tuesday, October 22, 2019**

1. CALL TO ORDER, ROLL CALL, PLEDGE TO THE FLAG

Chair Peter Cloven called the meeting to order at 7:00 p.m. in the First Floor Conference Room at Clayton City Hall, 6000 Heritage Trail, Clayton, California.

Present: Chair Peter Cloven
Vice Chair A.J. Chippero
Commissioner Bassam Altwal
Commissioner William Gall
Commissioner Frank Gavidia

Absent: None

Staff: Interim Community Development Director David Woltering
Assistant Planner Milan Sikela, Jr.

5. PUBLIC HEARINGS

- 5.a. ZOA-04-19, Municipal Code Amendment, City of Clayton.** Review and consideration of recommending approval of a proposed Ordinance to amend Section 6.05.010 et seq. of the Clayton Municipal Code in order to allow the keeping of chickens, with specified restrictions, in single-family residential zoning districts.

Interim Director Woltering presented the staff report.

Commissioner Altwal had the following question and comments:

- What are the average side setbacks for detached single-family residential lots in Clayton? Assistant Planner Sikela responded that the average side setbacks for detached single-family residential lots in Clayton are a minimum of 10 feet or 15 feet with a combined average total of both sides being 25 feet.
- Since chickens are typically not constantly kept in an enclosure, there are times that the chickens would be outside of an enclosure and allowed to roam around the back yard.
- The minimum 20-foot side and rear yard setback being proposed by staff for an enclosure would be prohibitive to property owners that may wish to have chickens because it would require the enclosure to be placed near the middle of the back yard in order for the enclosure to comply with the 20-foot setbacks requirement.

Interim Director Woltering indicated that the reason staff proposed the 20-foot minimum setback for the chicken enclosure was to mitigate any potential noise or odor impacts.

Commissioner Gall had the following questions and comments:

- What is the allowed height of side and rear yard fencing in Clayton? Assistant Planner Sikela responded that the allowed height of side and rear yard fencing in Clayton is six feet without an administrative use permit and seven feet with approval of an administrative use permit.
- He expressed concerns with the maximum 12-foot enclosure height proposed by staff since the enclosure would be twice as tall as a six-foot fence and, therefore, would create a visual impact to adjacent properties. As a result, he would propose a maximum enclosure height of 8 feet in order to reduce visual impacts to adjacent properties.
- Who would maintain and clean the enclosure? Interim Director Woltering responded that staff anticipates any violations related to the keeping of chickens would be brought to the staff's attention through the City's complaint-based code enforcement process as well as City staff working in conjunction with Contra Costa County Animal Control.
- He had concerns with the possible noise and excrement impacts that may result from the keeping of chickens.

Commissioner Gavidia concurred with Commissioner Altwal's comments, Commissioner Gall's comments, and added that he was concerned that the chickens might attract other predators such as raccoons and birds of prey.

Chair Cloven had the following comments:

- Concerns that limiting chickens to the enclosure would pre-empt a property owner's ability to have free-range chickens.
- Establishment of provisions for the keeping of chickens would help the City address existing illegal chicken keeping.

The public hearing was opened.

Alana Hope, resident of Concord, indicated the following:

- Support approval of chicken keeping in Clayton.
- She has eight chickens on her property.
- The proposed 20-foot side and rear yard setback is too restrictive and, as a result, should be reduced to 10 feet.
- People have a fundamental right to have sustainable options for food resources.
- Regarding noise concerns, chickens are generally quiet unless they are laying an egg; then chickens make a subtle, relaxing sound. Alternatively, chickens may also make noise when a predator threatens the flock.
- Chicken raising promotes a connection to our heritage, tradition, and history.
- The only time chickens emit odors is if they are restricted to the enclosure and the enclosure is not cleaned on a regular basis.

Ann Stanaway, resident of Clayton, indicated the following:

- Chicken excrement is extremely acidic and can be toxic to agricultural soil if not composted correctly.
- She looked online and found ample information about how to healthfully and responsibly compost chicken excrement.
- She supports allowing chickens to roam throughout the yard in order to promote the option of having free range chickens.
- Please be aware that some chickens can fly.

Ms. Hope responded to Ms. Stanaway's comments that, typically, chickens do not fly and, given that the staff-proposed 1,000 square feet of property per chicken would preclude a chicken's urge to fly since they would have so much space on the property to roam.

The public hearing was closed.

Commissioner Altwal had the following comments:

- Wording should be added in the proposed regulations that would expand chicken keeping to include detached single-family residential properties located in the Planned Development (PD) Districts as suggested by staff.
- The minimum side and rear yard setbacks for an enclosure should be 10 feet.
- The maximum height for an enclosure should be eight feet.

Vice Chair Chippero had the following comments:

- He concurred with Commissioner Altwal's comments regarding enclosure setbacks and height requirements.
- We should allow chickens to be free range and not be confined to the enclosure.
- Chickens would likely not smell or make noise if not confined.
- Was surprised to learn that the City prohibits the keeping of chickens in Clayton at this time.

Commissioner Gall indicated opposition to recommending approval of the Ordinance to the City Council as there does not seem to be an urgent need for or public outcry to legalize the keeping of chickens.

Commissioner Gavidia had the following comments:

- At previous residences that he lived outside of Clayton, he had chickens.
- Clayton is a rural community; the keeping of chickens is part of our culture and history.
- We need to ensure enforcement as violations come to the City's attention.
- He concurred with Commissioner Altwal's comments regarding enclosure setbacks and height requirements.

Chair Cloven had the following comments:

- It is apparent the City needs to establish regulations for the keeping of chickens.
- Establishing provisions for the keeping of chickens would allow the City to better regulate this type of land use.
- He concurred with Commissioner Altwal's comments regarding enclosure setbacks and height requirements.

Interim Director Woltering confirmed the edits provided by the Commissioners and summarized the revised criteria:

- A chicken enclosure shall have a minimum setback of 10 feet from the side and rear property line.
- The chicken enclosure shall be a maximum of eight feet in height.
- In order to represent the support expressed by the Commissioners to allow free range chickens which would promote improved health of the chickens, the word "Generally" had been added before the word "Contained" in order to allow a property owner the latitude to have the chickens roam throughout the yard instead of the chickens being kept permanently inside the enclosure.
- Change "food article" to "food receptacle".
- Expand the allowance of keeping chickens to detached single-family residential neighborhoods located within Planned Development (PD) Districts.

Commissioner Altwal moved and Commissioner Gavidia seconded a motion to adopt Resolution No. 04-19, recommending City Council approval of an Ordinance to allow the keeping of chickens, with specified restrictions, in single-family residential zoning districts and detached single-family residential neighborhoods located within Planned Development (PD) Districts. The motion passed 4-1.

Keeping of Urban Animal Ordinances

Cities	Adoption of Contra Costa County Regulations	Zoning	Lot Size	Animal Limit	Prohibited Animals	Animal Enclosure Requirements
Clayton	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
Contra Costa County		R-6, R-7, R-10, R-12, R-15, R-20, R-40, R-65 and R-100	1 hen per 1,000 square feet	20	Roosters are allowed on parcel sites 5 acres or more	Enclosure needs to be located 50 ft from front property line, 10 ft side property line, 10 ft rear property line
Antioch		Residential		10	Rooster	Enclosures 20 ft away from any dwelling
Brentwood		R-1-E	20,000 square feet	24		Enclosures 60 ft from the property line and shall be not less than 40 ft from any side or rear property line
Concord		R-20	20,000 square feet lot, Citizens with 10,000 square foot lots can apply for a variance and if variance is granted 1 livestock will be allowed	20	Rooster	Enclosure needs to be located at least 25 ft from the exterior line of the property
Danville	*					
Lafayette		R-6, R-10, R12, R-15, R-20, R-40, R-65, R-100	6,000-10,000 square feet	4	Roosters, waterfowl, peacocks guinea hens	N/A
			10,001-20,000 square feet	6		
			20,001-40,000 square feet	8		
Moraga		Residential, Institutional, Moso and non-Moso open space districts	6,000-10,000 square feet	4	Roosters, waterfowl, peacocks guinea hens	Enclosure located in rear or side yard and meets all setback requirements.
			10,001-20,000 square feet	6		
Orinda	*					
Pittsburg	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
San Pablo	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
San Ramon	*					

* Adoption of Contra Costa County Regulations

Agenda Date: 11-05-2019

Agenda Item: 8a

TO: Clayton City Councilmembers

FROM: Mayor Tuija Catalano

DATE: October 29, 2019

SUBJECT: Participation in the "United Against Hate Week"

BACKGROUND: The "United Against Hate" movement was created in response to the increase in expressions of hate and the occurrence of hate crimes in our communities. Explicit displays of hatred against people of color, women, the LGBTQI community, immigrants and others are contrary to values regarding inclusion, unity, and diversity.

The movement was started in 2017, and in 2018, 24 Bay Area cities and other organizations, including Contra Costa County, adopted a resolution or proclamation to participate in the "United Against Hate Week." This year, "United Against Hate Week" is held on November 17-23, 2019. According to the movement's website, the United Against Hate Week is a call for seven days of local civic action in Bay Area communities to stop hate and implicit biases that are a dangerous threat to the safety and civility of our neighborhoods, towns and cities.

By acknowledging and participating in this effort in Clayton, we can join other cities and communities, in embracing the strength of diversity and help be part of building inclusive and equitable communities for all.

REQUESTED ACTION: Adopt the enclosed resolution supporting and proclaiming November 17-23, 2019 as the "United Against Hate Week" in Clayton, California.

FISCAL IMPACT: No known or anticipated fiscal impact.

RESOLUTION NO. XX-2019

**A RESOLUTION SUPPORTING UNITED AGAINST HATE WEEK
(November 17-23, 2019)**

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

WHEREAS, the Constitution of the United States confers equality to all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, "United Against Hate Week" was created by civic leaders in direct response to the increase in expressions of hate and rhetoric of divisiveness in our communities; and

WHEREAS, in 2018 24 Bay Area jurisdictions passed a resolution or a proclamation acknowledging participation in the "United Against Hate Week;" and

WHEREAS, the City of Clayton is dedicated to preventing and opposing hate in our community, and does not tolerate any prejudice, racism, bigotry, hatred, bullying, or violence towards any groups or persons within our community; and

WHEREAS, the City of Clayton supports the "United Against Hate" campaign, which empowers residents to take action in their local communities and alter the course of growing intolerance;

WHEREAS, the City of Clayton seeks to join other Bay Area cities, towns and communities in "United Against Hate Week," as an important step in bridging divisions, building inclusivity, and strengthening our community;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby proclaim the week of November 17-23, 2019 as the "United Against Hate Week" in Clayton, California.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 5th day of November 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Tuija Catalano, Mayor

ATTEST:

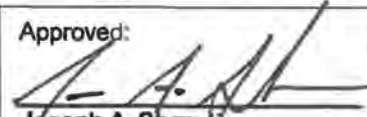
Janet Calderon, City Clerk



Agenda Date: 11-05-2019

Agenda Item: 8b

STAFF REPORT

Approved:

Joseph A. Sbranti
Interim City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Interim City Manager, Joe A. Sbranti

DATE: November 5, 2019

SUBJECT: Approval of an Employment Agreement with Ikani Taumoepeau for City Manager

RECOMMENDATION

It is recommended City Council approve the attached City Manager employment agreement with Ikani Taumoepeau. This contract reflects salary and benefits that are commensurate for City Managers within Contra Costa County.

BACKGROUND

In the spring of 2019, long time Clayton City Manager, Gary Napper, announced his plans for retirement. Shortly afterward, Clayton City Council entered into a contract with CPS HR Consulting to begin the recruitment process for a permanent replacement.

CPS HR Consulting placed advertisements for the Clayton City Manager position on 14 well know professional websites. They also distributed information about the position to more than 3000 professionals, referral sources, and potential candidates via email. As a result, 33 highly qualified candidates from around the country provided resumes and cover letters expressing interest in the Clayton City Manager position.

Working with the CPS HR Consulting, the full City Council carefully reviewed the merits of all 33 applicants and decided upon a list of top candidates to interview in person. Following the interviews, multiple personal references were interviewed by phone, and a background check was completed on the top candidate, Ikani Taumoepeau.

At the direction of the full Council, Mayor Catalano negotiated the attached employment agreement with Mr. Taumoepeau. The agreement includes a starting annual salary of \$199,000 per year, a City-provided life insurance policy valued at \$200,000, a monthly car allowance of \$400, a one-time relocation allowance of up to \$12,500, and other paid leave / medical / retirement benefits typical of other City of Clayton Employees.

This report shall serve as the City Council's report summarizing the final action on salary pursuant to the Brown Act.

FISCAL IMPACT

The attached contract reflects a City Manager salary and benefit costs that were sufficiently accounted for and included within the previously approved 2019/2020 annual budget.

Attachment

1. Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of Clayton, a municipal corporation of the State of California (the "City") and Ikani Taumoepeau ("Employee"). It is made effective as of the first date of Employee's employment with the City.

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

- A. The City desires to employ the qualified professional services of Employee as City Manager of the City of Clayton, as provided by the Clayton Municipal Code.
- B. Employee desires to accept employment by the City as its City Manager.
- C. The City Council and Employee desire to continue this employment relationship, subject to the terms and conditions set forth in this Agreement pertaining to compensation and benefits, performance evaluations, and related matters.

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

- 1. Employee Appointed. The City appoints and employs Employee as City Manager, and Employee accepts the appointment and employment. Employee will commence work on December 9, 2019 (the "Effective Date").
- 2. Duties of Employee. Employee shall perform the duties established for the City Manager by State law, the Clayton Municipal Code, the City Manager job description, the directions of the City Council, or as otherwise provided by law, ordinance, or regulation.
 - (a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City's business and affairs.

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

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

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

4. Term. The term of this Agreement shall be for three (3) years from the Effective Date through December 8, 2022, unless terminated earlier by either party in accordance with the provisions set forth in Paragraph 8.

5. Annual Evaluation. Each year on or about the Employee's anniversary date, or at a time mutually agreed upon by the City Council and Employee, the City Council shall conduct an evaluation of Employee's performance and provide guidance and direction

regarding the City Council's goals and objectives which Employee shall be tasked with implementing. Employee shall be eligible to receive an increase in base salary, as determined by the City Council in its sole discretion. Employee shall be eligible for the first increase on Employee's first anniversary date, and then annually with his performance evaluation thereafter. Employee is not automatically entitled to any increase, which is subject to the sole discretion of the Council.

6. Compensation. Employee shall receive the base annual salary of One Hundred Ninety-Nine Thousand Dollars (\$199,000), payable on a pro-rata basis on established paydays and in accordance with payroll in the same manner as all full time City employees, and subject to all applicable payroll taxes and withholdings. Notwithstanding, Section 5, effective July 1, 2020, upon a positive performance evaluation conducted in or around June 2020, as determined in the sole discretion of the City Council, Employee shall receive the lesser of: (a) a 3 1/2 % increase in base annual salary or (b) the percentage increase of compensation awarded as a cost of living increase to full-time City employees. If no cost of living increase is awarded to full-time City employees, then Employee shall not be eligible for an increase in compensation.

7. Regular Benefits and Allowances. Employer agrees to provide and pay the City allowance for vision, dental, and medical insurance for Employee and his/her dependents, if any, equal to that which is provided to all other full-time miscellaneous management employees of Employer. Similarly, Employer agrees to enroll Employee in the City-provided disability insurance program and to obtain a Two Hundred Thousand (\$200,000) life insurance policy, for which Employee can designate the beneficiary(ies). Except as otherwise provided in this Agreement, Employee shall be entitled to those employee benefits (in the form of health insurance, retirement benefits, and paid time off), adopted by Employer for department manager employees from time to time, subject to applicable qualification

requirements and regulatory approval requirements, if any. All benefits are subject to change consistent with City policy, Council approval, and applicable law.

8. Additional Benefits and Allowances. In addition to the benefits specified in section 7, Employee shall receive the following additional benefits and allowances.

(a) Vacation; Sick Leave; Administrative Leave

(i) Vacation. Employee shall accrue fifteen (15) days of vacation, earned on a pro rata basis each pay period, in accordance with the vacation policy established for all full-time City employees.

(ii) Sick Leave. Employee shall be allowed to accrue and use paid sick leave in accordance with the sick leave policy established for all full-time City employees.

(iii) Administrative Leave. Employee will be granted up to a maximum of ninety-six (96) hours of paid Administrative Leave each fiscal year. This amount is awarded to Employee on July 1 of each fiscal year. If Employee has any amount of Administrative Leave remaining at the conclusion of the fiscal year, on July 1, the Employee will be awarded with however many hours are necessary to bring the total number of Administrative Leave hours to 96. (For example, if Employee has 80 hours of Administrative Leave remaining on June 30, 2020, Employee will be awarded with 40 hours on July 1, 2020, so that his total Administrative Leave equals 96 hours). Unused Administrative Leave will not be paid in cash or any other form of compensation upon separation from City employment. It remains available to Employee only to use in connection with his active employment. On the Effective Date of this Agreement, Employee will be awarded sixty (60) hours of Administrative Leave, on account of commencing employment part-way through the current fiscal year.

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

(c) Retirement.

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

(ii) Deferred Compensation: Employer maintains a deferred compensation plan pursuant to Internal Revenue Code Section 457 ("the Plan"). Employee shall be allowed to make contributions from his own wages to the Plan, subject to limitations and restrictions imposed by the Plan and applicable law.

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

(e) Moving/Relocation Allowance: Employee shall receive Twelve Thousand Five Hundred Dollars (\$12,500) as taxable income, paid on the first regular payday after the Effective Date of this Agreement, that may be used for moving expenses, temporary housing, and/or costs associated with acquiring housing.

9. Termination of Employment.

(a) No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as City Manager. Employee understands and agrees that Employee works at the will and pleasure of the City Council, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. "Termination," as used in this Agreement, shall also include 1) a request that Employee resign; 2) a reduction in salary or other financial benefits provided by the City in a significant amount which is inconsistent with a reduction in salary or financial benefits for employees in the executive management unit; 3) a material reduction in the powers and authority of Employee (excluding placement on paid administrative leave); or 4) the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular or special meeting of the City Council.

(b) Termination Immediately Before or Following City Council Election. No action by the City Council to terminate Employee, other than for gross mismanagement or an act of moral turpitude (as described in Section 8(e)), will be made within ninety (90) days either before a City Council election or immediately following a City Council election. Nothing in this paragraph alters the "at will" status of Employee's employment with City.

(c) Notice Required Of Employee. Employee may voluntarily terminate employment at any time by giving not less than sixty (60) days notice.

(d) Severance Pay. If Employee is asked to resign or is terminated as City Manager, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's then-current monthly salary multiplied by six (6) (or by the remaining number of

months in the Agreement, whichever is less) and the cash value, as determined by the City, of Employee's monthly non-salary COBRA-eligible benefits multiplied by six (6) (or [pursuant to Government Code section 53260] by the remaining number of months in the Agreement, whichever is less). This cash payment will be made on a pro rated, monthly basis over the number of months involved, subject to termination of the severance requirement set forth below. Employee shall also be paid for any accrued, but unused, annual leave, but not accrued sick leave. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section. Employee expressly agrees to provide notice to the City within two (2) business days of accepting employment elsewhere, and the City's obligation to pay any remaining severance benefits to Employee shall terminate upon Employee's acceptance of such alternative employment.

(e) Permanent Disability. If Employee is unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive months (with or without reasonable accommodation), Employer shall have the option to terminate this Agreement. If Employee is terminated because of permanent disability, employee shall be compensated in a lump sum for any accrued and unused vacation. Employer shall have no further responsibility to make, and Employee shall be deemed ineligible for, severance payments pursuant to subdivision (d).

(f) Ineligibility for Severance Under Certain Conditions. If the termination of Employee is the result of gross mismanagement and/or an act or acts of moral turpitude, Employee shall not be paid any severance pay except as provided in the remainder of this subsection. In such an instance, Employee's sole remedy shall be a judicial action in

declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages.

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

11. Payment of Expenses of Employment. The City shall pay the following usual and customary employment expenses incurred while performing the duties described in this Agreement, which may include travel, meals, lodging expenses, and parking fees, consistent with the City's reimbursement policies. Employee shall submit a receipt and a description of the expenses to the City's Finance Manager within thirty (30) days of the date each expense is incurred as a condition of obtaining reimbursement. In addition, City agrees to pay for Employee's membership in the International City Management Association ("ICMA"), and membership in the California City Management Foundation ("CCMF").

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

(b) Subject to Section 10 of this Agreement, the cost to defend and indemnify Employee to the full extent of the law as provided by the California Government Claims Act (Government Code §810 *et seq.*), or otherwise. Notwithstanding the foregoing, City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

(c) Subject to budget approval, reasonable dues for Employee's membership in professional organizations associated with the office of City Manager. The City will allow Employee reasonable time away from the City to participate in the annual conferences of these organizations.

(d) Subject to budget approval, the cost of attending conferences or other events (i.e. retirement dinners, out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. The City will not reimburse Employee for any expenses related to membership in service clubs.

12. Miscellaneous.

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

- (i) served personally; or
- (ii) sent by facsimile (provided a hard copy is mailed within one (1) business day); or
- (iii) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or
- (iv) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

CITY:

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

EMPLOYEE:

(Address in Employee's Personnel File)

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

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

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

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

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

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

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and

supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

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

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

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

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

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

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

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

or in part.

Dated: _____

CITY OF CLAYTON

By _____
Tuija Catalano, Mayor

Dated: _____

EMPLOYEE

Employee

Attest:

Janet Calderon, City Clerk

Approved as to Form:

Mala Subramanian, City Attorney