



AGENDA

JOINT REGULAR MEETINGS

* * *

CLAYTON CITY COUNCIL
and
CLAYTON SUCCESSOR & SUCCESSOR HOUSING
AGENCIES
and
OAKHURST GEOLOGICAL HAZARD ABATEMENT
DISTRICT (GHAD)

* * *

TUESDAY, September 20, 2016

7:00 P.M.

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

Mayor: Howard Geller
Vice Mayor: Jim Diaz

Council Members

Keith Haydon
Julie K. Pierce
David T. Shuey

- 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 ***

September 20, 2016

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

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

3. **CONSENT CALENDAR**

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

(a) Approve the minutes of the City Council’s regular meeting of August 16, 2016. ([View Here](#))

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

(c) Approve the City’s response letter to FY 2015-16 Contra Costa County Civil Grand Jury Report No. 1609, “Human Trafficking.” ([View Here](#))

(d) Approve the City’s response letter to FY 2015-16 Contra Costa County Civil Grand Jury Report No. 1614, “Where Will We Live?” ([View Here](#))

(e) Approve the City’s response letter to FY 2015-16 Contra Costa County Civil Grand Jury Report No. 1615, “Truancy and Chronic Absence in Contra Costa County Schools.” ([View Here](#))

(f) Adopt a Resolution revising the City’s Public Works Standards and Specifications pertaining to infrastructure capital improvements. ([View Here](#))

(g) Approve a sole source award of contract to Uretex USA in the amount of \$258,444.50 for use of a polymer fill injection to stabilize the arterial roadways in the 2016-17 Arterial Street Rehabilitation Project (CIP No. 10437) prior to micro-surfacing treatment to resurface Clayton Road, Marsh Creek Road and Oakhurst Drive. ([View Here](#))

(h) Approve the Mayoral re-appointment of Joyce Atkinson to serve on the Contra Costa County Library Commission and Jeanne Boyd as the Alternate Library Commissioner, each with a term of office ending June 30, 2018. ([View Here](#))

4. **RECOGNITIONS AND PRESENTATIONS**

(a) Proclamation declaring September 19th – 25th as “Falls Prevention Awareness Week.” ([View Here](#))

5. **REPORTS**

(a) Planning Commission – Vice Chair Tuija Catalano.

(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 – Introduction of City Council candidates (present at the meeting).

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 shall 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 - None.

8. ACTION ITEMS

- (a) Consider the Introduction and First Reading of a proposed Ordinance to adjust the monthly compensation for elected members of the Clayton City Council to become effective December 7, 2016. ([View Here](#))
(City Clerk)

Staff recommendations: 1). Receive the staff report; 2). Receive public comment; 3). Approve a motion to have the City Clerk read Ordinance No. 468 by title and number only and waive further reading; and 4). Following the City Clerk's reading, adopt a motion approving Ordinance No. 468 for Introduction and First Reading.

- (b) Consider the option to designate a City Council Voting Delegate and Alternate Delegate to the League of California Cities 2016 Annual Conference to be held October 5th – 7th in Long Beach, and determine a City position, if any, on the one (1) League Conference General Resolution. ([View Here](#))
(City Clerk)

Staff recommendations: Following staff report and opportunity for public comment, it is recommended the City Council 1). Determine if one or more of its elected officials should attend the Annual Conference and if so, select the City's authorized Voting Delegate (and Alternate, if applicable) to attend subject to the maximum \$1,000 budgeted for this purpose; and 2.) Determine the City's position, if any, on the one (1) League Conference General Resolution.

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

10. CLOSED SESSION – None.

11. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be October 4, 2016.

#

*** CLAYTON SUCCESSOR and SUCCESSOR HOUSING AGENCIES ***
September 20, 2016

1. **CALL TO ORDER AND ROLL CALL** – Chairman Geller.

2. **CONSENT CALENDAR**

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

(a) Approve the minutes of the regular meeting of February 2, 2016. ([View Here](#))

(b) Adopt a Resolution by the Successor Agency to the Redevelopment Agency of the City of Clayton approving an Agreement and Repayment Schedule for the Supplemental Educational Revenue Augmentation Fund Loan. ([View Here](#))

(c) Adopt a Resolution by the City Council in its capacity as the Housing Successor to the Redevelopment Agency of the City of Clayton approving an Agreement and Repayment Schedule for the Supplemental Educational Revenue Augmentation Fund Loan. ([View Here](#))

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

Members of the public may address the Board on items within the Board'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 Secretary. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. When one's name is called or you are recognized by the Chair as wishing to speak, the speaker shall 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 Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

4. **PUBLIC HEARINGS** – None.

5. **ACTION ITEMS** – None.

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

7. **ADJOURNMENT** – the next regular Successor Agency meeting will be scheduled as needed.

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
September 20, 2016

1. CALL TO ORDER AND ROLL CALL – Chairman Haydon.

2. PUBLIC COMMENTS

Members of the public may address the District Board of Directors on items within the Board'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 Secretary. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. When one's name is called or you are recognized by the Chair as wishing to speak, the speaker shall 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 Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

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

3. CONSENT CALENDAR

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

(a) Information Only – No Action Requested.

1. Transmittal of the July 2016 geotechnical monitoring and inspection services report by Stevens, Ferrone & Bailey Engineering Company concerning the existing inclinometers, piezometers and de-watering wells in Kelok Way/North Valley Park in the Oakhurst Development. ([View Here](#))

2. Transmittal of the July 2016 geotechnical monitoring and inspection services report by Berlogar Stevens & Associates concerning the existing inclinometers and piezometers in Pebble Beach Drive and the Open Space Slope below Lots 59 through 61 of the Peacock Creek Portion of the Oakhurst Development. ([View Here](#))

(b) Approve the Board of Directors' minutes for its regular meeting July 19, 2016. ([View Here](#))

4. PUBLIC HEARINGS – None.

5. ACTION ITEMS – None.

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

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

#

MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 9-20-2016

Agenda Item: 3a

TUESDAY, August 16, 2016

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Geller in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Geller, Vice Mayor Diaz and Councilmembers Haydon, Pierce and Shuey. Councilmembers absent: None. Staff present: City Manager Gary Napper, Assistant City Attorney Katy Wisinski, City Clerk/HR Manager Janet Brown, City Engineer Rick Angrisani, Police Chief Chris Wenzel, Assistant to the City Manager Laura Hoffmeister, and Community Development Director Mindy Gentry.

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

3. **CONSENT CALENDAR**

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

- (a) Approved the minutes of the regular meeting of July 19, 2016.
- (b) Approved Financial Demands and Obligations of the City.
- (c) Approved the City's Investment Portfolio Report for the 4th Quarter of FY 2015-16 ending June 30, 2016.
- (d) Approved the appointment of Vice Mayor Jim Diaz as Clayton's representative on the Contra Costa Transit Authority (CCCTA) Board of Directors.
- (e) Approved a Vehicle and Equipment Service Agreement with the City of Concord for non-exclusive maintenance and repair of certain City vehicles and equipment and authorize the City Manager to sign the Agreement on behalf of the City.
- (f) Approved modification to the FY 2016-2017 Budget deleting the one (1) Maintenance Leadworker permanent position in the City Budget in exchange for one (1) lower-compensated Maintenance Worker I position, and authorize the addition of one (1) permanent full-time Maintenance Worker I position in the Citywide Landscape Maintenance District.

4. **RECOGNITIONS AND PRESENTATIONS**

- (a) Proclamation declaring Wednesday, August 17, 2016 as "Wilbur Daly Day" in the City of Clayton honoring a Clayton Centenarian (100 years old).

Mayor Geller read and presented Mr. Daly with a Proclamation in celebration of honoring Clayton's first Centenarian. Mayor Geller shared a short story of meeting Mr. Daly in The Grove Park, which made him think of starting a recognition program honoring Clayton's Centenarians.

- (b) Proclamation declaring September 17- 23, 2016 as "Constitution Week."

Mayor Geller noted the issuance of the Proclamation and requested staff send it to the requestor as no representative was present to receive it.

- (c) Proclamation declaring October 1, 2016 as "Bay Day."

Mayor Geller noted the issuance of the Proclamation and requested staff send it to the requestor as no representative was present to receive it.

5. REPORTS

- (a) Planning Commission – Chairman Dan Richardson summarized the Commission's meeting of August 9, 2016. He indicated its agenda included a subdivision request from Branagh Development for property located on Verna Way at Lydia Lane. The Commission approved the Resolutions adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Tentative Map, Variance, and Tree Removal Permit for the six lot subdivision for six single-family homes and the removal of 105 trees.

The Commission also selected its Chair (Dan Richardson) and Vice Chair (Tuija Catalano) for the coming year and welcomed its three newest members, Carl Wolfe, Bill Gall, and Bassam Altwal.

- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff – Mr. Napper introduced Katy Wisinski, Counsel from Best Best & Krieger, who is in attendance this evening for City Attorney Mala Subramanian. He also advised the Council that Police Chief Wenzel has reported additional vandalism occurred to the gazebo located in The Grove Park; the Clayton Police Department is in contact with the suspect, who is not an adult. He also added a personal note, welcoming his first grandson this week, Miles Anson Humphrey.
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Haydon attended the East Contra Costa Habitat Conservancy meeting, a Save Mount Diablo Tour, the Clayton Business and Community Association General Membership meeting, the Contra Costa County Mayors' Conference hosted by the City of Antioch, the Clayton Business and Community Association's 6th Annual Rib Cook-Off, the Wednesday Classic Car Show and Concert, and the Saturday Concerts in The Grove series.

Vice Mayor Diaz attended the Wednesday Classic Car Show and Concert featuring "Tone Pony", the Contra Costa County Mayors' Conference hosted by Antioch, the Saturday Concerts in The Grove series, Mudville Grill's Golf Tournament, the Clayton Business and Community Association's 6th Annual Rib Cook-Off, the East Bay League of California Cities meeting, the Contra Costa County Sheriff's Posse Barbeque, and the Saturday Concerts in The Grove series.

Councilmember Shuey attended the Wednesday Classic Car Show and Concert, the Saturday Concerts in The Grove series, and meetings with City Staff and the Police Chief.

Councilmember Pierce attended meetings of the Metropolitan Transportation Commission, meetings of the Contra Costa Transportation Authority, meetings of Associated Bay Area Governments, and the East Bay League of California Cities meeting, the Clayton Business and Community Association's 6th Annual Rib Cook-Off, and the Saturday Concerts in The Grove series.

Mayor Geller attended the Mayors' Healthy Cook-Off with the help of Chef Ernesto from La Veranda Café, the opening ceremonies for the Mt. Diablo Elementary School Relay for Life event, the Clayton Business and Community Association's 6th Annual Rib Cook-Off, the Mudville Grill Golf Tournament, and the Saturday Concerts in The Grove. Mayor Geller announced the upcoming Saturday Concerts featuring "Hot Rods" on August 27th and the last concert on September 10th featuring "East Bay Mudd."

Mayor Geller announced again that he is not a candidate in the upcoming November 2016 Election for Clayton city councilmembers.

- (e) Other – None.

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

John Pamer, 4848 Alro Avenue, Concord, commented he has proposed a family friendly run event on Thanksgiving Day for Clayton residents to raise money for local charities. Mr. Pamer presented the City Council with a new route plan that he believes will have minimal impact on streets and city resources by using Cardinet Trail. He added Clayton Valley Charter High School students will be event volunteers which provides them an opportunity to earn required community service hours. Mr. Pamer provided the City Clerk with several copies of his memo regarding a "Revamped Thanksgiving Day Race Course."

Councilmember Shuey inquired on the anticipated attendance for this type of event? Mr. Pamer responded the event can be capped between 500 – 600 participants, including volunteers.

Bryce Pamer, 4848 Alro Avenue, Concord, expressed his support for a local family friendly run on Thanksgiving Day, and expects participation from his high school cross country friends to volunteer and run in the race.

Tamara Steiner, *Clayton Pioneer*, informed the City Council that local Olympian and previous Bronze Medal diver, Kristian Ipsen, did not medal tonight in the Men's 3m Springboard competition at the 2016 Olympics in Rio de Janeiro, Brazil.

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

- (a) Consider the Second Reading and Adoption of Ordinances No. 463, 464, 465, 466, and 467 regarding a series of State and City required actions for compliance with its State Department of Housing and Community Development (HCD) conditionally-certified Housing Element and related state laws:

- 1). Second Reading and Adoption of Ordinance No. 463 (ZOA-04-16) requiring projects to meet the minimum density in compliance with the General Plan Land Use designations in Multiple Family Residential Districts.
- 2). Second Reading and Adoption of Ordinance No. 464 (ZOA 04-15) adding inclusionary housing regulations.
- 3). Second Reading and Adoption of Ordinance No. 465 (ZOA-05-16) to permit transitional and supportive housing in the Limited Commercial (LC) zoning district.
- 4). Second Reading and Adoption of Ordinance No. 466 (ZOA-03-16) to permit by right employee housing of six or fewer persons within residential zones.
- 5). Second Reading and Adoption of Ordinance No. 467 (ZOA-06-16) to update density bonus requirements to be compliant with California Assembly Bills (AB) No. 2222 and 744.

Community Development Director Mindy Gentry presented the staff report indicating since the last Council meeting there have not been any changes to the Ordinances or Resolution, and she referenced the requirements with the City's 2015-2023 Housing Element and State law compliances necessitating these actions. She noted the Housing Element is one of seven mandated elements to be incorporated into each city's General Plan, which is subject to statutory requirements and a mandatory review by the State's Department of Housing and Community Development (HCD). Ms. Gentry also advised on November 18, 2014 the City Council approved the City's 2015-23 Housing Element containing goals, policies, and implementation measures that are not only important to the City, but must also be put into effect in order for the City to be compliant with and remain in compliance with State law. HCD's certification was "conditional" relying on the City's stated intent to enact these local measures. Jeopardies for not taking these actions include potential lawsuits and loss of funds for street maintenance.

Mayor Geller opened the item to receive public comments; no public comments were offered.

1. Second Reading and Adoption of Ordinance No. 463 to require projects to meet the minimum density in compliance with the General Plan Land Use designations in Multiple Family Residential Districts (ZOA-04-16).

It was moved by Councilmember Pierce, seconded by Councilmember Haydon, to have the City Clerk read Ordinance No. 463, by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 463 by title and number only.

It was moved by Councilmember Pierce, seconded by Councilmember Haydon, to adopt Ordinance No. 463 with the finding the action will not result in a significant adverse impact and was considered as a part of the November 18, 2014 adoption of the IS/ND for the 2015-2023 Housing Element. (Passed; 5-0 vote).

2. Second Reading and Adoption of Ordinance No. 464 adding inclusionary housing regulations (ZOA-04-15).

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to have the City Clerk read Ordinance No. 464, by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 464 by title and number only.

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to adopt Ordinance No. 464 with the finding the action will not result in a significant adverse impact and was considered as a part of the November 18, 2014 adoption of the IS/ND for the 2015-2023 Housing Element. (Passed; 5-0 vote).

3. Second Reading and Adoption of Ordinance No. 465 to permit transitional and supportive housing in the Limited Commercial (LC) zoning district (ZOA-05-16).

It was moved by Councilmember Pierce, seconded by Councilmember Shuey, to have the City Clerk read Ordinance No. 465 by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 465 by title and number only.

It was moved by Councilmember Pierce, seconded by Councilmember Haydon, to adopt Ordinance No. 465 with the finding the action will not result in a significant adverse impact and was considered as a part of the November 18, 2014 adoption of the IS/ND for the 2015-2023 Housing Element. (Passed; 5-0 vote).

4. Second Reading and Adoption of Ordinance No. 466 to permit by right employee housing of six or fewer persons within residential zones (ZOA-03-16).

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to have the City Clerk read Ordinance No. 466 by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 466 by title and number only.

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to adopt Ordinance No. 466 with findings the action will not result in a significant adverse impact and was considered as a part of the November 18, 2014 adoption of the IS/ND for the 2015-2023 Housing Element. (Passed; 5-0 vote).

5. Second Reading and Adoption of Ordinance No. 467 to update density bonus requirements to be compliant with California Assembly Bills (AB) No. 2222 and 744 (ZOA-06-16).

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to have the City Clerk read Ordinance No. 467 by title and number only and waive further reading. (Passed; 5-0 vote).

The City Clerk read Ordinance No. 467 by title and number only.

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to adopt Ordinance No. 467 with the findings the Ordinance is not subject to the California Environmental Quality Act because this activity is not considered to be a project and it can be seen with certainty that it will not have a significant effect or physical change to the environment. (Passed; 5-0 vote).

- (b) Consider a staff report on the technological success of using a polymer fill to rehabilitate bumps and hollows in arterial streets, and then consider the transfer of all funds from the 2016 Neighborhood Street Rehabilitation Project (CIP No. 10432) to the Fiscal Year 2016-17 Arterial Street Rehabilitation Project (CIP No. 10437).

City Engineer Rick Angrisani presented the staff report providing additional information regarding Uretek USA's procedure of injecting polymers into the soil to lift up several areas of pavement where the underlying soils have consolidated and created dips in the pavement on Oakhurst Drive and Clayton Road. Mr. Angrisani advised he has a representative from Uretek available this evening to answer any questions.

Councilmember Shuey inquired on the impact of water, flooding, water run-off and possible soil movement that could occur with such impermeable material into the soil.

Mr. Joe Diaz, Project Manager Northern California for Uretek USA located in Pittsburg, advised the injection of the polymer fill venting holes existing in the depressed soils; groundwater still runs through without flooding or additional water run-off. The polymer is used to stabilize soils by filling voids and the gaps are determined by a special probe drill in a 4' x 4' grid which identifies the areas for the polymer injections. Once the 5/8ths inch holes are drilled, a length of tubing is placed into each hole and the polymer is injected and expands 18 to 24 inches. The polymer curing time is reduced to hours instead of days or weeks required for other traditional techniques to repair such soil problems.

Councilmember Haydon requested clarification between the two year and five year guarantee? Mr. Diaz, Uretek USA, advised the standard guarantee is two years; however, an extended warranty is available for purchase at probable rate of .15 to .20 cents per pound based on the amount of polymer used. Mr. Rami Sweiss, Area Manager Northern California for Uretek USA, advised the standard warranty is only two years which coincides with the term of the bond. The surcharge is based on the actual pounds of polymer used and is usually a surcharge of less than 1% of the cost.

Mr. Napper reminded the Council that they are not awarding a contract this evening, rather allowing the City Engineer to prepare specifications and standards for competitive bids using this polymer fill injection with the standard guarantee and can request the pricing for the extended guarantee.

Mayor Geller opened the floor to receive public comments; no public comments were offered.

Councilmember Pierce noted she spoke with some experts in the construction industry regarding the success of this technology and was informed it is a tried-and-true expertise to address pavement dips.

It was moved by Councilmember Shuey, seconded by Councilmember Pierce, to authorize the reallocation of \$1.054 million from the 2016 Neighborhood Street Rehabilitation Project (CIP No. 10432) to the FY 2016-17 Arterial Street Rehabilitation Project (CIP No. 10437), and instruct the City Engineer to prepare project specifications and standards for competitive bid using a polymer fill to repair identified sections of Clayton Road, Marsh Creek Road and Oakhurst Drive. (Passed; 5-0 vote).

- (c) Continued consideration of a Technology Modernization Report to upgrade the City's Website and City Hall electronic services using previously-earmarked General Fund excess monies from FY 2014-15 for one-time expenditures, equipment or capital project unmet needs, and related recurring support services expenses.

Community Development Director Mindy Gentry presented the supplement to the July 19th staff report seeking funds and authorization for improvement to the technology used at City Hall. Staff spoke with Digital Services regarding its backup solution to the sole proprietor business in the event Digital Services was not available; staff was informed the nature of the proposed network setup and platform for the City's revised website would be designed in such a manner that a trained IT technician would be able to navigate the network and website in his absence. Digital Services further offered to refer the City to such an individual or firm if needed. Ms. Gentry summarized a comparative chart of the Digital Services costs and approximate cost with other vendors for Council consideration. She noted Paul Jacobsohn with Digital Services is in attendance this evening to answer any questions.

Councilmember Haydon inquired if Wordpress is the most advanced platform for website design? Mr. Jacobsohn replied by the industry Content Management System (CMS), Wordpress is a common open source software that is readily used because it has more developers, testers and users; it is designed in such a manner that a website designer would be able to step right into the City's website and rectify any issues or even step in midstream during the design process.

Mayor Geller inquired on the security of the system? Mr. Jacobsohn advised there is a tremendous amount of security including firewalls and software, and it is monitored 24/7.

Mayor Geller opened the floor to receive public comments; no public comments were offered.

It was moved by Councilmember Pierce, seconded by Vice Mayor Diaz, to authorize the City Manager to use allocated Fiscal Year 2014-15 excess General Fund monies (not to exceed \$52,000) for online municipal code codification services by Municipal Code Corporation and an agreement with Digital Services to design and install an interactive City website and provide IT support services to include City Hall data backup servers and Web Streaming. (Passed; 5-0 vote).

- (d) Consider a Mayoral request to implement a California Government Code provision which allows general law cities (like Clayton) to increase its monthly compensation for city council members, to become effective in December 2016 in conjunction with the reorganization of the Clayton City Council.

Mayor Geller opened the discussion with the City Council regarding a suggested increase to its monthly stipend of \$390.00, which would help cover some of the elected official's costs for copies, gasoline and meeting expenses that have escalated in the last 8 years since the last increase in monthly stipend. Mayor Geller noted the City Council is allowed by state law a yearly increase of 5% since its last increase in 2008 and he does not intend to seek the full 40% allowed. He added any increase cannot by law take effect until the next reorganization of the City Council, which would occur in December 2016 and of which he would not be included.

When asked by Mayor Geiler, Ms. Wisinski confirmed the parameters of a City Council monthly stipend increase pursuant to the CA Government Code Section 36516, Compensation of council members under ordinance.

Tamara Steiner, *Clayton Pioneer*, asked when it would take effect and would the increase be for all Councilmembers, not just the new ones? Mayor Geller responded any increase cannot take effect until a newly-elected city council is seated, and "yes, all five members of the City Council are then eligible to receive the new monthly stipend."

After City Council discussion, there was general consensus to consider increasing the monthly City Council stipend by \$80.00 per month for a new stipend of \$470.00 effective with the City Council reorganization in December 2016.

It was moved by Councilmember Shuey, seconded by Councilmember Pierce, to have staff prepare an Ordinance amending *Clayton Municipal Code Section 2.05.010* to increase the allowable compensation for city council members to \$470.00 per month, effective December 2016 with the reorganization of the Clayton City Council. (Passed; 5-0 vote).

9. **COUNCIL ITEMS** – None.

10. **CLOSED SESSION** –None.

11. **ADJOURNMENT**– on call by Mayor Geller, the City Council adjourned its meeting at 8:42 p.m.

The next regularly scheduled meeting of the City Council on September 6, 2016 has been canceled. Therefore, the next regularly scheduled meeting of the City Council will be September 20, 2016.

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Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Howard Geller, Mayor

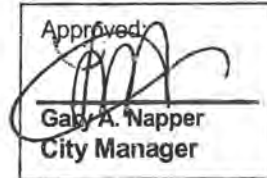
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Agenda Date 9/20/2016

Agenda Item: 3b

STAFF REPORT



TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: Kevin Mizuno, FINANCE MANAGER
DATE: 9/20/16
SUBJECT: INVOICE SUMMARY

RECOMMENDATION:

Approve the following invoices:

09/20/2016	Cash Requirements	\$ 461,277.31
08/16/2016	ADP Payroll week 33, PPE 8/14/16	\$ 86,385.96
08/30/2016	ADP Payroll week 35, PPE 8/28/16	\$ 78,528.62
09/13/2016	ADP Payroll week 37, PPE 9/11/16	\$ 81,724.05

Total \$707,915.94

Attachments:

Cash Requirements Report dated 9/20/2016 (9 pages)
ADP payroll report for week 33, 35, 37 (3 pages)

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ADP, LLC								
ADP, LLC	9/20/2016	9/20/2016	478712283	Payroll fees PPE 8/14/16	\$165.90	\$0.00		\$165.90
ADP, LLC	9/20/2016	9/20/2016	479367029	Payroll fees PPE 8/28/16	\$159.00	\$0.00		\$159.00
ADP, LLC	9/20/2016	9/20/2016	479681134	Quarterly payroll processing fee ending 6/30/	\$19.80	\$0.00		\$19.80
				<i>Totals for ADP, LLC:</i>	<u>\$344.70</u>	<u>\$0.00</u>		<u>\$344.70</u>
All City Management Services, Inc.								
All City Management Services, Inc.	9/20/2016	9/20/2016	44580	School crossing guard services 8/14/16-8/27/1	\$254.55	\$0.00		\$254.55
				<i>Totals for All City Management Services, Inc.:</i>	<u>\$254.55</u>	<u>\$0.00</u>		<u>\$254.55</u>
American Fidelity Assurance Company								
American Fidelity Assurance Company	9/20/2016	9/20/2016	B502963	September supplemental insurance	\$257.54	\$0.00		\$257.54
				<i>Totals for American Fidelity Assurance Company:</i>	<u>\$257.54</u>	<u>\$0.00</u>		<u>\$257.54</u>
Anderson & Associates								
Anderson & Associates	9/20/2016	9/20/2016	1010	Planning deposit refund	\$497.40	\$0.00		\$497.40
				<i>Totals for Anderson & Associates:</i>	<u>\$497.40</u>	<u>\$0.00</u>		<u>\$497.40</u>
AT&T (CalNet3)								
AT&T (CalNet3)	9/20/2016	9/20/2016	8503347	Phone 7/22/16-8/21/16	\$1,661.79	\$0.00		\$1,661.79
				<i>Totals for AT&T (CalNet3):</i>	<u>\$1,661.79</u>	<u>\$0.00</u>		<u>\$1,661.79</u>
Bay Area News Group East Bay (CCT)								
Bay Area News Group East Bay (CCT)	9/20/2016	9/20/2016	992402	Legal ad for Election 2016	\$122.12	\$0.00		\$122.12
				<i>Totals for Bay Area News Group East Bay (CCT):</i>	<u>\$122.12</u>	<u>\$0.00</u>		<u>\$122.12</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	9/20/2016	9/20/2016	777858	July General legal retainer	\$8,500.00	\$0.00		\$8,500.00
Best Best & Kreiger LLP	9/20/2016	9/20/2016	777859	July Legal services, Adv. Khalil Luis Guerra (\$128.72	\$0.00		\$128.72
Best Best & Kreiger LLP	9/20/2016	9/20/2016	777860	July Legal services, Silver Oaks Estates	\$9.29	\$0.00		\$9.29
Best Best & Kreiger LLP	9/20/2016	9/20/2016	777861	July Legal services, Affordable housing	\$2,756.00	\$0.00		\$2,756.00
				<i>Totals for Best Best & Kreiger LLP:</i>	<u>\$11,394.01</u>	<u>\$0.00</u>		<u>\$11,394.01</u>
Jake Betz								
Jake Betz	9/20/2016	9/20/2016	CAP0195	Deposit refund for 1536 N Mitchell Canyon R	\$1,880.69	\$0.00		\$1,880.69
				<i>Totals for Jake Betz:</i>	<u>\$1,880.69</u>	<u>\$0.00</u>		<u>\$1,880.69</u>
Big O Tires								
Big O Tires	9/20/2016	9/20/2016	005011-117244	Car #1735 replacement tire	\$345.19	\$0.00		\$345.19
				<i>Totals for Big O Tires:</i>	<u>\$345.19</u>	<u>\$0.00</u>		<u>\$345.19</u>
Steve or Sue Brye								
Steve or Sue Brye	9/20/2016	9/20/2016	1031	Planning SPR deposit refund	\$113.40	\$0.00		\$113.40
				<i>Totals for Steve or Sue Brye:</i>	<u>\$113.40</u>	<u>\$0.00</u>		<u>\$113.40</u>
Alan Burgess								
Alan Burgess	9/20/2016	9/20/2016	CAP0216	Deposit refund, C&D, 112 Mt Etna Pl	\$2,000.00	\$0.00		\$2,000.00

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Alan Burgess	9/20/2016	9/20/2016	CAP0216	Deposit refund for 112 Mt Etna Dr	\$500.00	\$0.00		\$500.00
				<i>Totals for Alan Burgess:</i>	<i>\$2,500.00</i>	<i>\$0.00</i>		<i>\$2,500.00</i>
Bye Bye Pool								
Bye Bye Pool	9/20/2016	9/20/2016	CAP0210	Deposit refund for 21 Petar Ct	\$1,856.82	\$0.00		\$1,856.82
				<i>Totals for Bye Bye Pool:</i>	<i>\$1,856.82</i>	<i>\$0.00</i>		<i>\$1,856.82</i>
CA Department of Justice								
CA Department of Justice	9/20/2016	9/20/2016	188185	Fingerprint services, August	\$49.00	\$0.00		\$49.00
				<i>Totals for CA Department of Justice:</i>	<i>\$49.00</i>	<i>\$0.00</i>		<i>\$49.00</i>
CalPERS Health								
CalPERS Health	9/20/2016	9/20/2016	2033	September Health	\$30,740.72	\$0.00		\$30,740.72
				<i>Totals for CalPERS Health:</i>	<i>\$30,740.72</i>	<i>\$0.00</i>		<i>\$30,740.72</i>
CalPERS Retirement								
CalPERS Retirement	9/20/2016	9/20/2016	081416	Retirement PPE 8/14/16	\$13,576.26	\$0.00		\$13,576.26
CalPERS Retirement	9/20/2016	9/20/2016	082416	City council retirement ending 8/24/16	\$182.70	\$0.00		\$182.70
CalPERS Retirement	9/20/2016	9/20/2016	100000014810833	GASB-68 reports for FY 2017 audit year	\$3,900.00	\$0.00		\$3,900.00
CalPERS Retirement	9/20/2016	9/20/2016	August	August Unfunded Liability - retirement	\$31,062.09	\$0.00		\$31,062.09
CalPERS Retirement	9/20/2016	9/20/2016	8/28/16	Retirement PPE 8/28/16	\$13,337.41	\$0.00		\$13,337.41
CalPERS Retirement	9/20/2016	9/20/2016	September	September Retirement UAL	\$31,062.09	\$0.00		\$31,062.09
CalPERS Retirement	9/20/2016	9/20/2016	CC092416	City Council retirement ending 9/24/16	\$182.70	\$0.00		\$182.70
CalPERS Retirement	9/20/2016	9/20/2016	091116	Retirement PPE 9/11/16	\$13,354.68	\$0.00		\$13,354.68
				<i>Totals for CalPERS Retirement:</i>	<i>\$106,657.93</i>	<i>\$0.00</i>		<i>\$106,657.93</i>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	9/20/2016	9/20/2016	2078791	Copier contract 7/17/16-8/16/16	\$325.78	\$0.00		\$325.78
				<i>Totals for Caltronics Business Systems, Inc:</i>	<i>\$325.78</i>	<i>\$0.00</i>		<i>\$325.78</i>
Nicholas or Julie Caspar								
Nicholas or Julie Caspar	9/20/2016	9/20/2016	0282	Planning Deposit refund	\$749.90	\$0.00		\$749.90
				<i>Totals for Nicholas or Julie Caspar:</i>	<i>\$749.90</i>	<i>\$0.00</i>		<i>\$749.90</i>
CCWD								
CCWD	9/20/2016	9/20/2016	C Series	Water services for 7/8/16-9/8/16	\$55,342.73	\$0.00		\$55,342.73
				<i>Totals for CCWD:</i>	<i>\$55,342.73</i>	<i>\$0.00</i>		<i>\$55,342.73</i>
City of Concord								
City of Concord	9/20/2016	9/20/2016	53210	July Dispatch services	\$20,089.50	\$0.00		\$20,089.50
City of Concord	9/20/2016	9/20/2016	53489	Dispatch Services for August	\$20,089.50	\$0.00		\$20,089.50
City of Concord	9/20/2016	9/20/2016	53483	Printing- 500 Property/evidence notifications	\$216.74	\$0.00		\$216.74
City of Concord	9/20/2016	9/20/2016	53491	Vehicle maintenance for August	\$2,185.83	\$0.00		\$2,185.83
				<i>Totals for City of Concord:</i>	<i>\$42,581.57</i>	<i>\$0.00</i>		<i>\$42,581.57</i>
Clayton Community Church								
Clayton Community Church	9/20/2016	9/20/2016	SBD 2016	Deposit ref - Soap Box Derby 2016	\$132.08	\$0.00		\$132.08

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Clayton Community Church:</i>					\$132.08	\$0.00		\$132.08
Clean Street								
Clean Street	9/20/2016	9/20/2016	83391	August Street Sweeping	\$3,500.00	\$0.00		\$3,500.00
<i>Totals for Clean Street:</i>					\$3,500.00	\$0.00		\$3,500.00
Comcast								
Comcast	9/20/2016	9/20/2016	100916	Internet 9/10/16-10/9/16	\$236.12	\$0.00		\$236.12
<i>Totals for Comcast:</i>					\$236.12	\$0.00		\$236.12
Concord Uniforms								
Concord Uniforms	9/20/2016	9/20/2016	11276	Holster for Coss	\$217.95	\$0.00		\$217.95
Concord Uniforms	9/20/2016	9/20/2016	11490	Armor vest, White	\$1,057.25	\$0.00		\$1,057.25
Concord Uniforms	9/20/2016	9/20/2016	11324	Armor vest, Coss	\$1,194.59	\$0.00		\$1,194.59
<i>Totals for Concord Uniforms:</i>					\$2,469.79	\$0.00		\$2,469.79
Lacy Connor								
Lacy Connor	9/20/2016	9/20/2016	CAP0204	Deposit refund for 1480 Yosemite Cir	\$1,880.68	\$0.00		\$1,880.68
<i>Totals for Lacy Connor:</i>					\$1,880.68	\$0.00		\$1,880.68
Contra Costa County Animal Svcs Dept								
Contra Costa County Animal Svcs Dept	9/20/2016	9/20/2016	ASD M5898	1st Qtr Installment, Animal control svcs to 9/3	\$16,198.28	\$0.00		\$16,198.28
<i>Totals for Contra Costa County Animal Svcs Dept:</i>					\$16,198.28	\$0.00		\$16,198.28
Contra Costa County Clerk Elections Division								
Contra Costa County Clerk Elections Di	9/20/2016	9/20/2016	1339	Election costs for 6/7/16, Measure H	\$13,562.68	\$0.00		\$13,562.68
<i>Totals for Contra Costa County Clerk Elections Division:</i>					\$13,562.68	\$0.00		\$13,562.68
Contra Costa County Office of the Sheriff (ARIES)								
Contra Costa County Office of the Sheri	9/20/2016	9/20/2016	16/17 Clytn	ARIES Maint FY 17	\$8,770.00	\$0.00		\$8,770.00
<i>Totals for Contra Costa County Office of the Sheriff (ARIES):</i>					\$8,770.00	\$0.00		\$8,770.00
Contra Costa County Sheriff - Forensic Svc Div (Lab)								
Contra Costa County Sheriff - Forensic S	9/20/2016	9/20/2016	CLPD-1607	Alcohol tests for July	\$700.00	\$0.00		\$700.00
<i>Totals for Contra Costa County Sheriff - Forensic Svc Div (Lab):</i>					\$700.00	\$0.00		\$700.00
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	9/20/2016	9/20/2016	51225893	September Copier lease	\$342.17	\$0.00		\$342.17
De Lage Landen Financial Services, Inc.	9/20/2016	9/20/2016	51378563	Copier lease Property Tax	\$48.41	\$0.00		\$48.41
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					\$390.58	\$0.00		\$390.58
Dynasty Roofing								
Dynasty Roofing	9/20/2016	9/20/2016	CAP0208	Deposit refund for 986 Tiffin Dr	\$500.00	\$0.00		\$500.00
<i>Totals for Dynasty Roofing:</i>					\$500.00	\$0.00		\$500.00
Future Auto Center of Concord								
Future Auto Center of Concord	9/20/2016	9/20/2016	283837	Car #1732, blown axle seal	\$135.00	\$0.00		\$135.00

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Future Auto Center of Concord:</i>					\$135.00	\$0.00		\$135.00
Globalstar LLC								
Globalstar LLC	9/20/2016	9/20/2016	7593942	Sat Phone 7/16/16-8/15/16	\$61.70	\$0.00		\$61.70
<i>Totals for Globalstar LLC:</i>					\$61.70	\$0.00		\$61.70
Andres & Angelica Gonzalez								
Andres & Angelica Gonzalez	9/20/2016	9/20/2016	1030	Deposit refund 944 Douglas Ct	\$77.31	\$0.00		\$77.31
<i>Totals for Andres & Angelica Gonzalez:</i>					\$77.31	\$0.00		\$77.31
HdL Software, LLC								
HdL Software, LLC	9/20/2016	9/20/2016	0023073-IN	CAFR services for FY 16	\$745.00	\$0.00		\$745.00
<i>Totals for HdL Software, LLC:</i>					\$745.00	\$0.00		\$745.00
Health Care Dental Trust								
Health Care Dental Trust	9/20/2016	9/20/2016	214349	September Dental	\$2,580.36	\$0.00		\$2,580.36
<i>Totals for Health Care Dental Trust:</i>					\$2,580.36	\$0.00		\$2,580.36
J&R Floor Services								
J&R Floor Services	9/20/2016	9/20/2016	Eight 2016	August Janitorial Services	\$4,850.00	\$0.00		\$4,850.00
<i>Totals for J&R Floor Services:</i>					\$4,850.00	\$0.00		\$4,850.00
Arlene Kikkawa-Nielsen								
Arlene Kikkawa-Nielsen	9/20/2016	9/20/2016	July	Library Volunteer Coordinator - July	\$900.00	\$0.00		\$900.00
Arlene Kikkawa-Nielsen	9/20/2016	9/20/2016	August	Library Volunteer Coordinator - August	\$900.00	\$0.00		\$900.00
Arlene Kikkawa-Nielsen	9/20/2016	9/20/2016	September	Library Volunteer Coordinator - September	\$900.00	\$0.00		\$900.00
<i>Totals for Arlene Kikkawa-Nielsen:</i>					\$2,700.00	\$0.00		\$2,700.00
LarryLogic Productions								
LarryLogic Productions	9/20/2016	9/20/2016	1599	City Council Meeting Production 8/16/16	\$340.00	\$0.00		\$340.00
<i>Totals for LarryLogic Productions:</i>					\$340.00	\$0.00		\$340.00
Legal Defense Fund								
Legal Defense Fund	9/20/2016	9/20/2016	182602	Dues, 10/1/16	\$13.50	\$0.00		\$13.50
<i>Totals for Legal Defense Fund:</i>					\$13.50	\$0.00		\$13.50
Local Government Consultants								
Local Government Consultants	9/20/2016	9/20/2016	206	SB90 Prep FY 17 Contract	\$1,050.00	\$0.00		\$1,050.00
<i>Totals for Local Government Consultants:</i>					\$1,050.00	\$0.00		\$1,050.00
Metro PCS								
Metro PCS	9/20/2016	9/20/2016	1006	Deposit refund, Metro PCS	\$3,294.90	\$0.00		\$3,294.90
<i>Totals for Metro PCS:</i>					\$3,294.90	\$0.00		\$3,294.90
Julie Moita								
Julie Moita	9/20/2016	9/20/2016	0144	Deposit refund for 8117 Marsh Creek Rd	\$3,786.60	\$0.00		\$3,786.60
<i>Totals for Julie Moita:</i>					\$3,786.60	\$0.00		\$3,786.60

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MPA								
MPA	9/20/2016	9/20/2016	September	September Life/LTD	\$1,673.80	\$0.00		\$1,673.80
MPA	9/20/2016	9/20/2016	B1603-2	Workers' Comp Premium FY 17, #2	\$25,370.00	\$0.00		\$25,370.00
				<i>Totals for MPA:</i>	<u>\$27,043.80</u>	<u>\$0.00</u>		<u>\$27,043.80</u>
Neopost (add postage)								
Neopost (add postage)	9/20/2016	9/20/2016	082916	Postage added	\$300.00	\$0.00		\$300.00
				<i>Totals for Neopost (add postage):</i>	<u>\$300.00</u>	<u>\$0.00</u>		<u>\$300.00</u>
Neopost Northwest								
Neopost Northwest	9/20/2016	9/20/2016	N6070908	Postage Meter 9/7/16-10/6/16	\$158.20	\$0.00		\$158.20
Neopost Northwest	9/20/2016	9/20/2016	N6118945	Postage Machine Lease 10/7/16-11/6/16	\$158.20	\$0.00		\$158.20
				<i>Totals for Neopost Northwest:</i>	<u>\$316.40</u>	<u>\$0.00</u>		<u>\$316.40</u>
NUCP - Clayton, LLC								
NUCP - Clayton, LLC	9/20/2016	9/20/2016	0593	Deposit refund, planning UP 03-10	\$95.03	\$0.00		\$95.03
				<i>Totals for NUCP - Clayton, LLC:</i>	<u>\$95.03</u>	<u>\$0.00</u>		<u>\$95.03</u>
Pacific Telemangement Svc								
Pacific Telemangement Svc	9/20/2016	9/20/2016	863771	Courtyard payphone for September	\$73.00	\$0.00		\$73.00
				<i>Totals for Pacific Telemangement Svc:</i>	<u>\$73.00</u>	<u>\$0.00</u>		<u>\$73.00</u>
Paramount Elevator Corp.								
Paramount Elevator Corp.	9/20/2016	9/20/2016	01444-G2V3	Elevator Maintenance July-Sept	\$220.00	\$0.00		\$220.00
				<i>Totals for Paramount Elevator Corp.:</i>	<u>\$220.00</u>	<u>\$0.00</u>		<u>\$220.00</u>
Peace Officers Research Assoc of CA								
Peace Officers Research Assoc of CA	9/20/2016	9/20/2016	158891	Dues, October 1, 2016	\$10.00	\$0.00		\$10.00
				<i>Totals for Peace Officers Research Assoc of CA:</i>	<u>\$10.00</u>	<u>\$0.00</u>		<u>\$10.00</u>
PERMCO, Inc.								
PERMCO, Inc.	9/20/2016	9/20/2016	10614	General Engineering Services 8/6/16-8/26/16	\$5,577.00	\$0.00		\$5,577.00
PERMCO, Inc.	9/20/2016	9/20/2016	10615	CAP Inspections 8/6/16-8/26/16	\$290.50	\$0.00		\$290.50
PERMCO, Inc.	9/20/2016	9/20/2016	10616	Prep plans, bid pkg for Caltrans-8/6/16-8/26/16	\$366.00	\$0.00		\$366.00
PERMCO, Inc.	9/20/2016	9/20/2016	10617	Split into 2 proj for bidding-8/6/16-8/26/16 A	\$4,033.75	\$0.00		\$4,033.75
PERMCO, Inc.	9/20/2016	9/20/2016	10618	Survey, prep topo map for uplifted catch basi	\$3,069.25	\$0.00		\$3,069.25
PERMCO, Inc.	9/20/2016	9/20/2016	10622	General Engineering services 8/27/16-9/9/16	\$3,671.00	\$0.00		\$3,671.00
PERMCO, Inc.	9/20/2016	9/20/2016	10623	Inspection for O&M annual compliance, Oakh	\$114.38	\$0.00		\$114.38
PERMCO, Inc.	9/20/2016	9/20/2016	10624	CAP Inspections 8/27/16-9/9/16	\$124.50	\$0.00		\$124.50
PERMCO, Inc.	9/20/2016	9/20/2016	10625	Prep plans, bid pkg for Caltrans 8/27/16-9/9/16	\$427.00	\$0.00		\$427.00
PERMCO, Inc.	9/20/2016	9/20/2016	10626	Prep COA's for Planning Commission appl. ap	\$600.00	\$0.00		\$600.00
PERMCO, Inc.	9/20/2016	9/20/2016	10627	Split into 2 proj for bid, submit PSE's for peer	\$5,258.75	\$0.00		\$5,258.75
				<i>Totals for PERMCO, Inc.:</i>	<u>\$23,532.13</u>	<u>\$0.00</u>		<u>\$23,532.13</u>
PG&E								
PG&E	9/20/2016	9/20/2016	081616	Electric, Gas 7/15/16/8/15/16	\$19,585.97	\$0.00		\$19,585.97

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PG&E	9/20/2016	9/20/2016	8/27/16	Electricity 7/18/16-8/16/16	\$4,286.71	\$0.00		\$4,286.71
<i>Totals for PG&E:</i>					<i>\$23,872.68</i>	<i>\$0.00</i>		<i>\$23,872.68</i>
Priority Payment Systems (Merchant Bankcard System)								
Priority Payment Systems (Merchant Bar	9/20/2016	9/20/2016	August	Bankcard fees for August	\$261.92	\$0.00		\$261.92
<i>Totals for Priority Payment Systems (Merchant Bankcard System):</i>					<i>\$261.92</i>	<i>\$0.00</i>		<i>\$261.92</i>
Raney Planning & Management, Inc.								
Raney Planning & Management, Inc.	9/20/2016	9/20/2016	1607E-4	July Labor, Prepare Admin Draft IS	\$2,153.27	\$0.00		\$2,153.27
Raney Planning & Management, Inc.	9/20/2016	9/20/2016	1610E-5	July Labor, Revise Admin Draft IS, Prep Publi	\$487.50	\$0.00		\$487.50
Raney Planning & Management, Inc.	9/20/2016	9/20/2016	1610E-6	Labor, August, Prep final IS/MND	\$387.50	\$0.00		\$387.50
Raney Planning & Management, Inc.	9/20/2016	9/20/2016	1607E-5	Labor, August - Prep MMRP	\$488.49	\$0.00		\$488.49
<i>Totals for Raney Planning & Management, Inc.:</i>					<i>\$3,516.76</i>	<i>\$0.00</i>		<i>\$3,516.76</i>
Riso Products of Sacramento								
Riso Products of Sacramento	9/20/2016	9/20/2016	160185	Copier contract 8/18/16-9/17/16, PD	\$94.86	\$0.00		\$94.86
<i>Totals for Riso Products of Sacramento:</i>					<i>\$94.86</i>	<i>\$0.00</i>		<i>\$94.86</i>
Roskelley Family Trust								
Roskelley Family Trust	9/20/2016	9/20/2016	1035	Planning Deposit refund LLA01-14	\$195.00	\$0.00		\$195.00
<i>Totals for Roskelley Family Trust:</i>					<i>\$195.00</i>	<i>\$0.00</i>		<i>\$195.00</i>
Safeway, Inc.								
Safeway, Inc.	9/20/2016	9/20/2016	1021	Planning Deposit refund UP 02-12	\$2,170.03	\$0.00		\$2,170.03
Safeway, Inc.	9/20/2016	9/20/2016	1014	Planning Deposit refund SPR 02-12	\$995.56	\$0.00		\$995.56
<i>Totals for Safeway, Inc.:</i>					<i>\$3,165.59</i>	<i>\$0.00</i>		<i>\$3,165.59</i>
Monica Brombacher or John Sevilla								
Monica Brombacher or John Sevilla	9/20/2016	9/20/2016	1032	Deposit refund for planning - SPR 06-13	\$520.62	\$0.00		\$520.62
<i>Totals for Monica Brombacher or John Sevilla:</i>					<i>\$520.62</i>	<i>\$0.00</i>		<i>\$520.62</i>
Sprint Comm (PD)								
Sprint Comm (PD)	9/20/2016	9/20/2016	703335311-177	Cell service 7/26/17-8/25/16, PD	\$272.63	\$0.00		\$272.63
<i>Totals for Sprint Comm (PD):</i>					<i>\$272.63</i>	<i>\$0.00</i>		<i>\$272.63</i>
Standard Chair of Gardner								
Standard Chair of Gardner	9/20/2016	9/20/2016	248611	Gift for Howard Geller, City Council	\$277.00	\$0.00		\$277.00
<i>Totals for Standard Chair of Gardner:</i>					<i>\$277.00</i>	<i>\$0.00</i>		<i>\$277.00</i>
Staples Advantage								
Staples Advantage	9/20/2016	9/20/2016	8040741538	August office supplies	\$271.30	\$0.00		\$271.30
<i>Totals for Staples Advantage:</i>					<i>\$271.30</i>	<i>\$0.00</i>		<i>\$271.30</i>
Stericycle Inc								
Stericycle Inc	9/20/2016	9/20/2016	3003545446	September services	\$96.07	\$0.00		\$96.07
<i>Totals for Stericycle Inc:</i>					<i>\$96.07</i>	<i>\$0.00</i>		<i>\$96.07</i>

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
William or Debra Sunderland								
William or Debra Sunderland	9/20/2016	9/20/2016	0331	Planning Deposit refund MAP 01-06	\$7,153.73	\$0.00		\$7,153.73
				<i>Totals for William or Debra Sunderland:</i>	<u>\$7,153.73</u>	<u>\$0.00</u>		<u>\$7,153.73</u>
Glen Thygesen								
Glen Thygesen	9/20/2016	9/20/2016	091016	Refund for CCP	\$94.00	\$0.00		\$94.00
				<i>Totals for Glen Thygesen:</i>	<u>\$94.00</u>	<u>\$0.00</u>		<u>\$94.00</u>
T-Mobile								
T-Mobile	9/20/2016	9/20/2016	0574	Deposit refund for UP in 2010	\$7,091.08	\$0.00		\$7,091.08
				<i>Totals for T-Mobile:</i>	<u>\$7,091.08</u>	<u>\$0.00</u>		<u>\$7,091.08</u>
US Bank - Corp Pmt System CalCard								
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Fuel	\$2,087.47	\$0.00		\$2,087.47
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	The Grove - Amp replacement	\$2,079.06	\$0.00		\$2,079.06
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	F350 repairs, Hitches, Clips	\$1,943.34	\$0.00		\$1,943.34
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	F550 dump truck repairs	\$1,827.26	\$0.00		\$1,827.26
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Landscape Fuel	\$1,146.79	\$0.00		\$1,146.79
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Fuel	\$835.95	\$0.00		\$835.95
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Camera, equipment for The Grove	\$809.27	\$0.00		\$809.27
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Thumb drive, office supplies	\$725.29	\$0.00		\$725.29
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Paper, Projector for Council, Commission mee	\$614.02	\$0.00		\$614.02
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Flights to ABC Conference	\$559.92	\$0.00		\$559.92
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	APA Conference registration	\$450.00	\$0.00		\$450.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Deep cycle battery, car washes	\$375.36	\$0.00		\$375.36
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Graffiti remover, keys, printer ink	\$318.76	\$0.00		\$318.76
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Armor's Course for Borman	\$250.00	\$0.00		\$250.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Pruners, Loppers, Bee spray	\$239.54	\$0.00		\$239.54
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Floor jack	\$201.64	\$0.00		\$201.64
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	OSH, Staples, CVS - supplies for 4th of July E	\$170.02	\$0.00		\$170.02
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Mark, Sandro, PAPA Seminars	\$160.00	\$0.00		\$160.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Central Storage - Rent	\$115.00	\$0.00		\$115.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Ed's - DVR volunteer meals	\$94.74	\$0.00		\$94.74
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Snacks for the Planning Commission intervie	\$93.24	\$0.00		\$93.24
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Scan Natoa - Membership for cable/wireless 1	\$80.00	\$0.00		\$80.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Computer diagnostics, repair for Finance Mgr	\$79.99	\$0.00		\$79.99
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Streetlight materials	\$54.46	\$0.00		\$54.46
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Ed's DVR volunteer meals	\$46.03	\$0.00		\$46.03
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Tone generator, receiver	\$43.00	\$0.00		\$43.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	CSMFO Chapter meeting dues	\$30.00	\$0.00		\$30.00
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Anchors, washers	\$25.63	\$0.00		\$25.63
US Bank - Corp Pmt System CalCard	9/20/2016	9/20/2016	Stmt ending 7/22/16	Get well cards for Mark & Dan	\$7.46	\$0.00		\$7.46
				<i>Totals for US Bank - Corp Pmt System CalCard:</i>	<u>\$15,463.24</u>	<u>\$0.00</u>		<u>\$15,463.24</u>

Western Exterminator

City of Clayton Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
Western Exterminator	9/20/2016	9/20/2016	4341696	July Pest control services	\$321.50	\$0.00		\$321.50
				<i>Totals for Western Exterminator:</i>	<i>\$321.50</i>	<i>\$0.00</i>		<i>\$321.50</i>
Sonja Wilkin								
Sonja Wilkin	9/20/2016	9/20/2016	082516	Deposit refund Hoyer Hall 8/25/16	\$200.00	\$0.00		\$200.00
				<i>Totals for Sonja Wilkin:</i>	<i>\$200.00</i>	<i>\$0.00</i>		<i>\$200.00</i>
Workers.com								
Workers.com	9/20/2016	9/20/2016	116210	Seasonal workers week ending 8/5/16	\$2,440.12	\$0.00		\$2,440.12
Workers.com	9/20/2016	9/20/2016	116284	Seasonal workers week ending 8/12/16	\$1,841.94	\$0.00		\$1,841.94
				<i>Totals for Workers.com:</i>	<i>\$4,282.06</i>	<i>\$0.00</i>		<i>\$4,282.06</i>
GRAND TOTALS:					\$444,390.82	\$0.00		\$444,390.82

City of Clayton Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
J&R Floor Services								
J&R Floor Services	9/20/2016	9/20/2016	09072016	Clean & Seal Endeavor Hall Patio	\$1,250.00	\$0.00		\$1,250.00
<i>Totals for J&R Floor Services:</i>					<u>\$1,250.00</u>	<u>\$0.00</u>		<u>\$1,250.00</u>
Verizon Wireless								
Verizon Wireless	9/20/2016	9/20/2016	9769576102	Cell service 7/2/16 - 8/1/16	\$78.93	\$0.00		\$78.93
Verizon Wireless	9/20/2016	9/20/2016	9771224500	Cell service 8/2/16 - 9/1/16	\$65.98	\$0.00		\$65.98
<i>Totals for Verizon Wireless:</i>					<u>\$144.91</u>	<u>\$0.00</u>		<u>\$144.91</u>
Workers.com								
Workers.com	9/20/2016	9/20/2016	116510	Seasonal workers week ending 9/4/16	\$6,151.52	\$0.00		\$6,151.52
Workers.com	9/20/2016	9/20/2016	116357	Seasonal workers week ending 8/21/16	\$4,306.07	\$0.00		\$4,306.07
Workers.com	9/20/2016	9/20/2016	116436	Seasonal workers week ending 8/28/16	\$5,033.99	\$0.00		\$5,033.99
<i>Totals for Workers.com:</i>					<u>\$15,491.58</u>	<u>\$0.00</u>		<u>\$15,491.58</u>
GRAND TOTALS:					\$16,886.49	\$0.00		\$16,886.49

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First No. Last No. Total
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CITY OF CLAYTON
LOCATION 0001

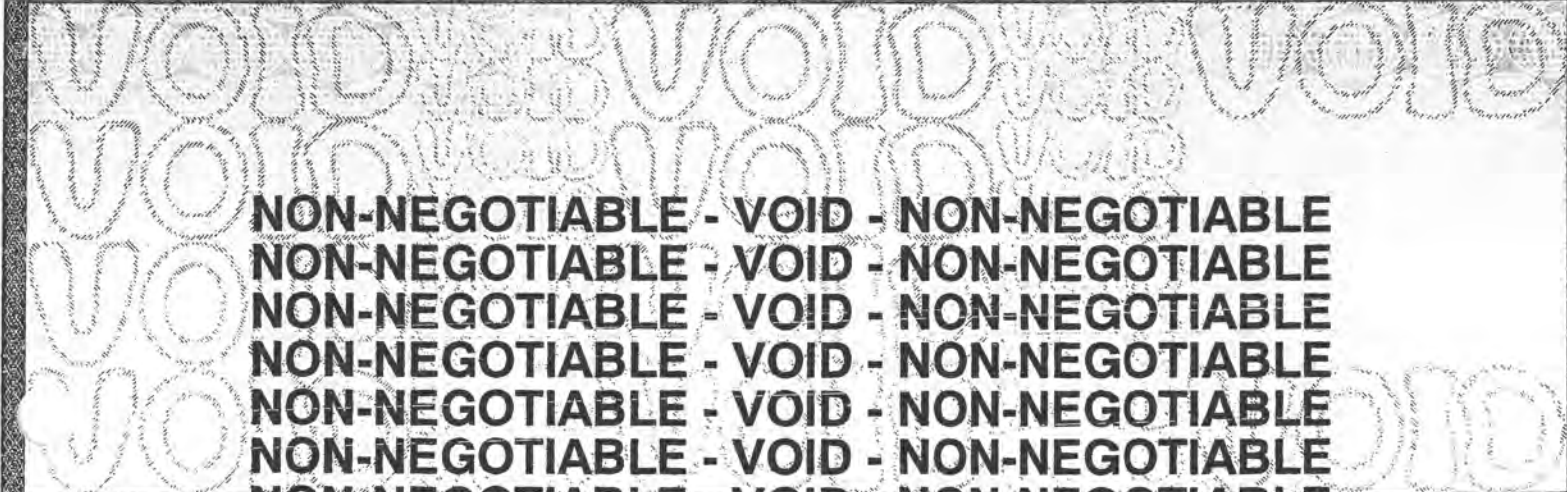
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1191.78 MEDICARE
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.00 SUI TAX
3185.26 STATE TAX
.00 LOCAL TAX
67940.12 DEDUCTIONS
3321.03 NET CHECK

COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
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Earnings Statement

Employees with Overflow Statement

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Tot Cks/Vchrs:00000000034 Tot Docs in all:00000000037

First No. Last No. Total

Checks: ADPCHECK ADPCHECK 00000000009

Vouchers: 00000350001 00000350025 00000000025

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

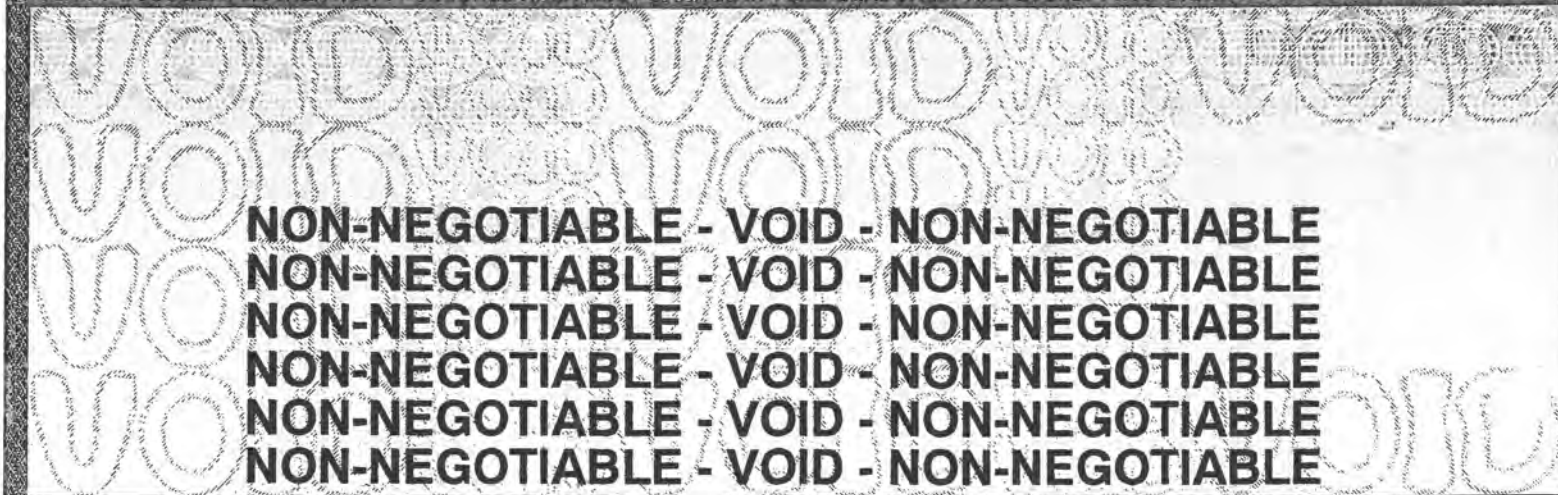
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54770.95 NET PAY (INCLUDING ALL DEPOSITS)
10106.86 FEDERAL TAX
119.96 SOCIAL SECURITY
1083.50 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
3188.29 STATE TAX
.00 LOCAL TAX
61873.01 DEDUCTIONS
2157.00 NET CHECK

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CITY OF CLAYTON
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 Vouchers: 00000370001 00000370030 00000000030

Z7L TOTAL DOCUMENT
 CITY OF CLAYTON
 LOCATION 0001

CHECK STUFFING, RECONCILIATION

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 1124.28 MEDICARE
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 CITY OF CLAYTON
 TOTAL DOCUMENT
 LOCATION 0001**



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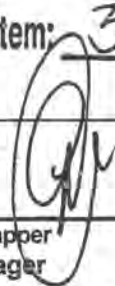
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Agenda Date: 9-20-2016

Agenda Item: 3c

Approved:


Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CHIEF OF POLICE *ew*
DATE: SEPTEMBER 20, 2016
SUBJECT: CITY RESPONSE TO CIVIL GRAND JURY REPORT NO. 1609

RECOMMENDATION

It is recommended the City Council consider the prepared City response regarding Civil Grand Jury Report No. 1609, "Human Trafficking"; and subject to any Council modifications to the proposed response, by Consent Calendar minute motion approve the Exhibit as the City's official response and authorize Mayor Geller to sign the cover letter.

BACKGROUND

A Civil Grand Jury is commissioned annually in Contra Costa County to investigate city and county governments, special districts and certain non-profit corporations to ensure functions are performed in a lawful, economical and efficient manner. Pursuant to *California Government Code* Section 933.5(a), whenever a civil grand jury issues a report that involves matters within a particular municipality's jurisdiction or area of responsibility, the respective city is required to respond in writing and in accord with a specific response format.

On June 22, 2016, the FY 2015-16 Civil Grand Jury of Contra Costa County released a Report directed to all nineteen cities within the County in addition to the Board of Supervisors and the Sheriff of Contra Costa County. Report No. 1609 researched the very serious and depraved existence of human trafficking in Contra Costa County.

Civil Grand Jury Report No. 1609 concluded with fourteen (14) Findings and six (6) Recommendations requiring structured responses by each of the listed respondents. Attached are staff's recommended response and a draft letter for the City Council to consider and approve constituting our City's official response to Civil Grand Jury Report No. 1609. The City's response to this particular Report is due by September 27, 2016. As noted on page 15 of the Report, our City's response is limited to Findings No. 1-11 and No. 14 coupled with replies to Recommendations No. 1-3.

FISCAL IMPACT

None directly. However, there are certainly indirect staff costs and direct time incurred in responding to Civil Grand Jury Reports, Findings and Recommendations.

Exhibits: A. Proposed City Response and Cover Letter [5 pp.]

B. Civil Grand Jury Report No. 1609 and accompanying Cover Letters [20 pp.]



COMMUNITY
DEVELOPMENT (925) 673-7340
ENGINEERING (925) 363-7433

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250
TELEPHONE (925) 673-7300 FAX (925) 672-4917

City Council
HOWARD GELLER, *MAYOR*
JIM DIAZ, *VICE MAYOR*
KEITH HAYDON, *COUNCILMEMBER*
JULIE K. PIERCE, *COUNCILMEMBER*
DAVID T. SHUEY, *COUNCILMEMBER*

September 21, 2016

VIA U.S. REGULAR MAIL AND
REQUESTED EMAIL TO: epant@contracosta.courts.ca.gov

Michael Simmons, Foreperson
Civil Grand Jury 2015-16, Contra Costa County
725 Court Street
P O Box 431
Martinez, CA 94553-0091

Re: City Response to Civil Grand Jury Report No. 1609

Dear Mr. Simmons:

Pursuant to a letter dated June 22, 2016 addressed to members of the Clayton City Council pertaining to Civil Grand Jury Report No. 1609, "Human Trafficking," attached is the City of Clayton's official response as required by applicable law.

We appreciate the Civil Grand Jury's efforts and motivation in drawing awareness to this debased subject which unfortunately exists in California's society.

Sincerely,

DRAFT

Howard Geller
Mayor

Attachment: 1. City Reply to Civil Grand Jury Report No. 1609 [4 pp.]

cc: Honorable Clayton City Council Members
Honorable John T. Laettner, Judge of the Superior Court



**CITY OF CLAYTON RESPONSE TO
CIVIL GRAND JURY REPORT NO. 1609
"Human Trafficking"**

2015-16 CONTRA COSTA COUNTY CIVIL GRAND JURY

The City of Clayton, California provides the following response to Civil Grand Jury Report No. 1609, "Human Trafficking", issued by the 2015-16 Civil Grand Jury of Contra Costa County on 22 June 2016. Pursuant to page 15 of the Report, this City is required to respond to Findings No. 1-11 and No. 14 plus Recommendations No. 1-3, adhering to format guidelines prescribed by the California Penal Code (Section 933.05).

FINDING

1. *The San Francisco Bay Area is one of three "hot spots" for human trafficking in California, along with Los Angeles and San Diego.*

City Response

The City of Clayton agrees with the Finding, having no cause to disbelieve its conclusion.

2. *The emphasis in human trafficking cases has shifted from solely prosecution to a "victim-centered" approach in which the needs of persons who have been trafficked receive equal consideration.*

City Response

The City of Clayton agrees with the Finding.

3. *Effectively identifying and apprehending traffickers requires knowledge of the local environment and criminal activities acquired through years of experience.*

City Response

The City of Clayton partially disagrees with the Finding.

Specific training in these areas as well as collaboration with other agencies would likely achieve the same results.

4. *Most police officer training related to human trafficking is acquired through working with more experienced officers and victim advocates.*

City Response

The City of Clayton partially disagrees with the Finding.

Specific training in human trafficking and collaboration with non-governmental organizations such as churches, other law enforcement agencies and advocates, are the primary sources of human trafficking training for law enforcement.

5. *The required two-hour POST Training Video in dealing with human trafficking complaints provides a general basis, but more intensive training found in the POST 2014 training manual contains in-depth coverage of the issues important to officers assigned to trafficking cases.*

City Response

The City of Clayton agrees with the Finding.

6. *Successful apprehension and prosecution of traffickers often involves coordination and cooperation among local, State and federal agencies.*

City Response

The City of Clayton agrees with the Finding.

7. *City law enforcement and Contra Costa County Sheriff's Department have no comprehensive or consistent method for analyzing data about the number and type of adult trafficking victims. More data that is complete is needed to define the magnitude of the problem and to support decisions about victim services and resource allocation.*

City Response

The City of Clayton agrees with the Finding.

8. *City law enforcement and Contra Costa County Sheriff's Department does not always use resources offered by the State and federal for joint "sting" and "sweep" operations.*

City Response

The City of Clayton agrees with the Finding.

9. *Trafficking frequently occurs in combination with other violent crimes and its victims often have a history of abuse and trauma.*

City Response

The City of Clayton agrees with the Finding.

10. *The use of specialist multidisciplinary teams in high crime areas can increase the likelihood that trafficking will be recognized as a component of other crimes.*

City Response

The City of Clayton agrees with the Finding.

11. *Public awareness is a critical factor in identifying potential human trafficking activity.*

City Response

The City of Clayton agrees with the Finding.

14. *A comprehensive approach to dealing with human trafficking includes robust community engagement; training law enforcement in responding to human trafficking incidents; vigorous prosecution of perpetrators; education of and advocacy to policy makers; and wrap-around services for victims/survivors.*

City Response

The City of Clayton agrees with the Finding.

#

RECOMMENDATIONS

1. *City law enforcement agencies and the Sheriff's Department should consider incorporating expanded training for officers assigned to trafficking-related duties.*

City Response

The recommendation has been implemented.

The Clayton Police Department utilizes training opportunities with all the agencies within the county as well as the Sheriff's Office as it pertains to human trafficking as well as the mandated training provided by California POST.

2. *City law enforcement agencies and the Sheriff's Department should consider increasing collaboration with State and federal law enforcement to expand "sweeps" and "stings" in high crime areas.*

City Response

This recommendation will not be implemented because it is not warranted in this City.

The City of Clayton does not have what are defined as "high crime areas." It is further unclear what resources would be applied in the process of expanding the "sweeps" and "stings" yet all law enforcement agencies are aware of these concerns and will likely continue working together to assist other law enforcement jurisdictions when possible.

3. *City law enforcement agencies and the Sheriff's Department should consider the benefits of assigning multidisciplinary teams in areas with significant drug, gang and/or prostitution activity to assist in identifying trafficking activities.*

City Response

This recommendation will not be implemented because it is not warranted in this City.

The City of Clayton will not develop such a task force as described because it does not have the significant underlying societal activities as described, nor does it have sufficient sworn law enforcement personnel to assist in staffing a multidisciplinary team for deployment to other cities and county areas. The City of Clayton historically is one of the Top Ten Safest Cities in California each year according to FBI indices and social media rankings.

#



EXHIBIT B

Received

JUN 27 2016

City of Clayton

June 22, 2016

Garry A Napper
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Mr. Napper:

Attached is a copy of Grand Jury Report No. 1609, "Human Trafficking" by the 2015-2016 Contra Costa County Grand Jury.

This report is informational only and has been sent to the Clerk of the Board and each Board of Supervisor.

Sincerely,

Michael Simmons, Foreperson
2015-2016 Contra Costa County Civil Grand Jury

Enclosure



June 22, 2016

Councilmember David T. Shuey
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Mr. Shuey:

Attached is a copy of Grand Jury Report No. 1609, "Human Trafficking" by the 2015-2016 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

In accordance with Section 933.05(a), the responding person or entity shall report one of the following actions in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please ensure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **September 27, 2016**.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to epant@contracosta.courts.ca.gov.

Please confirm receipt by responding via e-mail to epant@contracosta.courts.ca.gov.

Sincerely,

Michael Simmons, Foreperson
2015-2016 Contra Costa County Civil Grand Jury

**A REPORT BY
THE 2015-2016 CONTRA COSTA COUNTY GRAND JURY**
725 Court Street
Martinez, California 94553

Received
JUN 27 2016
City of Clayton

Report 1609

Human Trafficking

APPROVED BY THE GRAND JURY:

Date: June 14, 2016

Michael Simmons
MICHAEL SIMMONS
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: June 6, 2016

John T. Laettner
JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report 1609

Human Trafficking

TO: City Councils for the following cities: Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Ramon, San Pablo, Walnut Creek; Contra Costa County Sheriff's Department; Contra Costa County Board of Supervisors

SUMMARY

Human trafficking (trafficking) is slavery. It is everywhere and the full extent is not known. The principal forms of human trafficking are:

- Adult sex trafficking, commonly associated with prostitution
- "Commercial Sexual Exploitation of Children" (CSEC), a subset of sex trafficking
- Labor trafficking
- Domestic Servitude.

California is a magnet for human trafficking, attractive because of its need for cheap labor, its vibrant economy and its access to global travel.

Human trafficking can occur in our own neighborhoods, but often goes unnoticed and unreported. Masquerading as a legitimate business, trafficking uses social media and moves freely from region to region to avoid detection by law enforcement. Adult sex trafficking is the most readily recognized form of trafficking and attracts the most community interest, but forced labor often involves more victims.

California's first anti-trafficking bill, enacted in 2005, makes the trafficking of humans a felony and assists victims of such trafficking. Following the enactment of this legislation, local jurisdictions have made substantial changes in their approach to the apprehension and prosecution of trafficking.

Successful apprehension of perpetrators requires a multi-faceted effort. Various levels of law enforcement, from the FBI, to state agencies dealing with labor violations, to local law enforcement, are involved in stopping human trafficking. Hard pressed to function alone, the most successful efforts by local jurisdictions rely on coordinating with a

number of state and federal agencies. Investigations are labor intensive and can take years before yielding results.

The number of trafficking victims in Contra Costa County is unknown. No one agency is responsible for collecting and reporting statistics about victims. After apprehension, the primary avenues for victims to seek assistance are through Community Violence Solutions (CVS), a non-governmental agency (NGO), and victim-witness advocates through the County District Attorney's Office, and/or the FBI in coordination with the County.

The new paradigm places law enforcement on the front line in assessing victim needs. The first step for law enforcement is determining whether there has been human trafficking. If law enforcement determines that there has been trafficking, the victim may be referred to CVS or Victim-Witness Advocates, which seem best able to provide services. Skill in the initial assessment can make the difference as to whether the victim will communicate with the officer and/or accept a referral to social services. Proposition 35, passed in 2012, requires all field officers and investigators to complete a minimum two-hour training in human trafficking no more than six months after hire. The Commission on Police Officer Standards and Training (POST) video *Human Trafficking: Identify and Respond* provides the approved course on handling human trafficking complaints. It introduces the subject, but understandably fails to incorporate county-specific guidelines for successful victim assessment or referral. An expanded training package designed for presentation over a period of weeks, and consisting of multiple modules was released in 2014. The State does not currently require this training.

Community awareness is a key factor in identifying human trafficking. Some efforts have been made to raise awareness about traffickers and their victims; for instance, District Attorney staff occasionally give presentations to community groups and to local law enforcement about the problem and; posters throughout the County provide information about stopping human trafficking. These strategies for working at the neighborhood level appear to be effective in Alameda County, which has implemented a community-based program called the Human Exploitation and Trafficking (H.E.A.T.) Watch Program.

The lead multi-disciplinary task force charged with addressing human trafficking in Contra Costa County is the Zero Tolerance for Human Trafficking Coalition. In 2015, the coalition produced a protocol for victims of CSEC and is now considering developing operating guidelines for serving trafficking victims.

CONFLICT OF INTEREST DISCLAIMER

One or more Grand Jurors recused themselves due to a possible conflict of interest and did not participate in the investigation, preparation or approval of this report.

BACKGROUND

Human trafficking is the third most prevalent crime in the United States, behind only narcotics and gang-related activities. Statistics from the U.S. Department of Justice and the State provide a snapshot of trafficking today:

- Over 80% of the victims of human trafficking, are born in the United States;
- The U.S. State Department conservatively estimates 14,500 - 17,500 people are trafficked annually in the U.S.;
- In the U.S., over 80% of reported trafficking cases are sex trafficking, rather than labor;
- Over 70% of labor trafficking victims who were not born in the United States, entered the United States on legal visas;
- Of those identified as victims of labor trafficking, 62% are 25 years or older compared to 13% of confirmed sex trafficking victims; and
- The average age for girls entering into trafficked prostitution or pornography is 12-14 years.

The State of Human Trafficking in California (2012) issued by the California Attorney General notes that "...trafficking [in California] as a criminal enterprise is second only to the drug trade in annual revenues." Approximately 80% of human trafficking activity occurs in three "hotspots", the San Francisco Bay Area, Los Angeles and San Diego.

California Penal Code 236.1 (paraphrased below) provides that human trafficking involve one or more of the following acts:

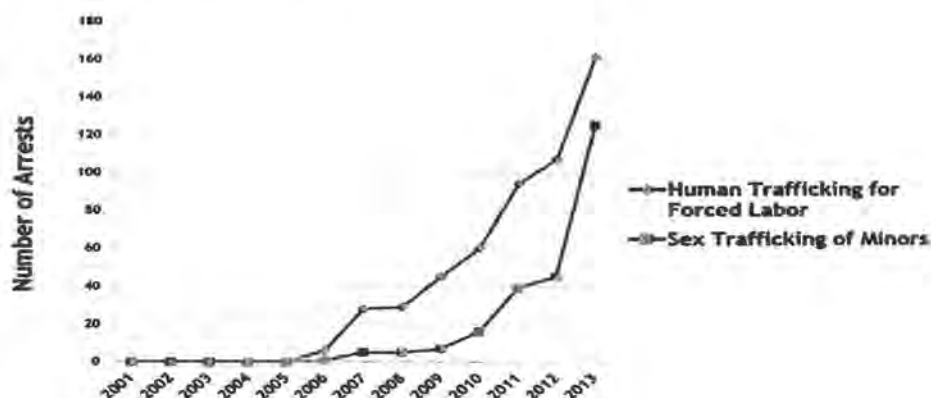
- **Coercion:** causing a person to believe that failure to perform an act would result in serious harm or physical restraint;
- **Deprivation of personal liberty:** accomplished through force, fear, fraud, deceit, coercion, violence, duress, menace or threat of unlawful injury;
- **Duress:** a direct or implied threat of force, violence, danger, hardship or retribution sufficient to cause a reasonable person to acquiesce in or perform an act which he or she would otherwise not have submitted; or
- **Forced labor or services:** labor or services obtained or maintained through force, fraud, duress or coercion, or equivalent conduct that would reasonably overbear the will of the person.

California's Response to the Human Trafficking Problem

In 2005 California enacted its first anti-trafficking law (AB22) making human trafficking a felony and assisting its victims. Along with a related bill, (SB180), the legislation also established the California Alliance to Combat Trafficking and Slavery (CA ACTS) Task Force to review California's response to human trafficking. Proposition 35, which passed in 2012, increases prison terms for traffickers and requires sex traffickers to register as sex offenders. It also requires that all law enforcement officers assigned to

field or investigative duties take a minimum of two hours of training in handling human trafficking complaints by July 1, 2014.

The effect of Proposition 35 in increasing the number of arrests related to human trafficking is shown in the graph below.



Source: California Attorney General Statistics

Statewide there were nine federally funded task forces established between 2010 and 2014. The task forces are comprised of federal, State, and local law enforcement, non-governmental organizations (NGOs) and city and county governments. They continue to play an important role in building awareness to combat human trafficking. As attention to the problem has grown, more local task forces and working groups have been established. Key in the East Bay are the Alameda County District Attorney's Human Exploitation and Trafficking (H.E.A.T) Unit, established in 2005, and Contra Costa County's Zero Tolerance for Human Trafficking Coalition, established in 2013.

DISCUSSION

The Bay Area is a magnet for traffickers due both to its location and to its economy. Easy access to international travel facilitates the importation of workers. A thriving service industry employing low skilled, low paid workers creates a market for undocumented immigrants, and a vibrant tourist industry attracts travelers looking for sex. The multi-jurisdictional law enforcement response to a projected spike in sex trafficking connected with the 2016 Super Bowl raised public awareness of the opportunistic nature of this enterprise. As with any entrepreneur, traffickers follow the money.

Adult Sex Trafficking: A Changing Industry

Under the law, prostitution is not necessarily trafficking, and pimps are not necessarily traffickers, unless the offense entails loss of personal liberty, duress, or the victim is

under age. The evidence shows, however, that the majority of adult women arrested for prostitution are victims of human trafficking.

The character of sexual exploitation has changed dramatically with the advent of technology and social media. While street prostitution still exists (particularly in low-income areas and cities), the industry is increasingly moving under cover. For example:

- An explosion of websites designed to expedite the sex trade (e.g. Backpage, City Vibe, and even Craigslist), allow prostitutes and their pimps to connect with clients electronically;
- Pimps can solicit potential victims under cover of apparently innocent social media encounters through forums such as Facebook and Twitter;
- Disposable cell phones, elaborate networks of connected user names and aliases, and other sophisticated strategies can obscure the direct relationship between the exploiter and the victim; and
- Prostitution operations are increasingly mobile, changing locations to avoid detection or find better commercial opportunities. Operations can encompass multiple regions including cities, counties, states, and even countries.

Trafficking often is connected with other illegal activity. For instance, an arrest for narcotics, gang activity or domestic violence can frequently reveal sex trafficking as well. One of the reasons for this connection may be that gangs appear to be turning to sex trafficking as an additional source of revenue.

Labor Trafficking: The Tip of the Iceberg

Labor trafficking is notoriously difficult to identify, and difficult to prosecute. It often involves multiple victims and, in contrast to prostitution, many victims are not U.S. citizens. Uncovering labor trafficking frequently requires paying attention to things that just don't look right. According to guidelines distributed by the California Attorney General, some signs that may indicate labor trafficking include:

- Working excessively long and/or unusual hours, perhaps being prohibited from taking breaks or other unusual restrictions at work;
- Being controlled (e.g., workers being transported to and from worksites in groups);
- Lacking passports or other forms of identification; no financial records or bank accounts; and
- Fearful of speaking to someone else alone.

These indicators may point to the existence of a trafficking operation, but not always. Often, the first sign of potential labor trafficking involves a complaint, either by a victim or from an astute observer.

Labor traffickers typically engage in businesses that appear to be legitimate, and the investigation of trafficking often hinges on uncovering fraudulent and/or illegal business practices. Business owners may cheat on income and employment taxes, workplace rules, wage and hour regulations, workmen's compensation insurance, health and safety requirements, and/or immigration laws. They defraud their employees of fair compensation and the workplace protections to which they are entitled by law resulting in a situation that is no better than indentured servitude.

Often called the "Al Capone Approach", after the infamous gangster who was finally successfully prosecuted for tax evasion, the investigation and prosecution of labor trafficking frequently entails interagency cooperation. The State Department of Industrial Relations (DIR), the Employment Development Department (EDD) and the Department of Insurance (DI) often work with the District Attorney's Office during labor trafficking investigations. A senior DIR official explained, "Labor traffickers are cheaters", and "...at base, a labor trafficking investigation starts with an investigation of fraud".

A Look at the Data: How Much Trafficking is There?

County reports about the number of adult human trafficking victims differ, making an overall assessment of the size of the problem difficult. There is no comprehensive source dealing with trafficking victims.

Based on a survey of nineteen city police departments and the Contra Costa County Sheriff's Department regarding the number of incidents of adult sex trafficking, labor trafficking, and CSEC occurring between January and August 2015, seven jurisdictions reported at least one incident. As reported by these jurisdictions, eighty-six incidents involved adult sex trafficking, sixteen involved CSEC victims and one incident involved labor trafficking. Additionally, there were eight arrests for pimping of underage girls.

The survey also asked about the number of department personnel trained to deal with human trafficking. All responding departments stated that at least some officers had received training.

The table below summarizes a Zero Trafficking Coalition report on victims identified and served by its "grant partners" for the period from June 2014 through June 2015.

	Total	Adults	Minors
Sex trafficking	103	64	39
Sex+Labor	4	4	
Labor	1	1	
Total Victims	108	69	39
Citizenship			
U.S.	99	62	37
Non U.S.	9	7	2
Gender			
Female	106	63	38
Transgender	2	1	1

The Coalition statistics understate the true number of victims because they show only victims who received services from one or more the NGOs associated with the Coalition. Victims who were not referred to services, or who refused a referral, or who went to service providers not associated with the Coalition, are not included. Accordingly, it is difficult to determine the overall number of victims in the County.

For 2011 through 2015, the District Attorney reports the following number of criminal cases filed for human trafficking:

- Thirty-five filings for 2011 through 2013:(an average of eleven per year);
- Five filings during 2014; and
- Seven filings during 2015.

Investigation and Prosecution

Investigators and patrol officers must deal with the complex realities of human trafficking enterprises, often hidden from sight. These enterprises move between jurisdictions to avoid scrutiny, take advantage of technology to maintain and attract their clientele and victims, and use intimidation and duress to prevent victims from leaving or reporting the crime to outsiders.

A successful trafficking investigation hinges on many factors. Local concern can make apprehending suspected traffickers a law enforcement priority. Most police agencies are operating with resource constraints, and there is every incentive to put ongoing (and visible) crime first. Investigating trafficking is time intensive and often takes months (or years) to build a case. Historically, prostitution has received most of the attention because local citizens are aware and concerned. It is not clear, however, whether

citizens typically understand the link between prostitution and trafficking. Labor trafficking, even less obvious to the public eye, has not yet achieved similar recognition.

In at least one instance since 2014, the FBI offered to assist some Contra Costa cities with massage parlor stakeouts. These cities declined the offer, citing the need to focus their limited resources on higher priorities. The FBI also conducts an annual one-week "sweep" in the Concord/Pittsburg/Antioch area (Operation Cross Country) in partnership with local police departments. Not all agencies participate even though the FBI provides substantial personnel and financial assistance to augment those of the local police departments.

When cities place a priority on identifying trafficking operations, the results are notable. For example, there has been a high level of public concern about the possibility of illegal activity associated with the multitude of massage parlors in the City of Pleasant Hill. Since 2013, the Pleasant Hill Police Department has staged forty-one undercover investigations of sixteen massage parlors yielding nine arrests on suspicion of prostitution.

California Assembly Bill 1147- The Massage Therapy Reform Act took effect on January 1, 2016. The Act empowers cities and counties to close massage businesses that have been involved in illegal activities and provides municipalities with other leverage, such as a certification requirement for massage parlors.

Consistent training and intensive exposure help investigators and patrol officers become experts at identifying the signs of human trafficking. Investigators need be able to sense what is going on beneath the surface of a seemingly ordinary encounter. It can take years to develop familiarity with the subtle signs of trafficking. In this rapidly changing arena, familiarization with trends, patterns, and best practices is critical. While most officers receive introductory POST training, practical training occurs on the job, and is also provided by more experienced officers. In this rapidly evolving field, advanced training and networking with other law enforcement agencies provides critical enhancements to the local experience. Not all police departments in the County have a formal training plan in this area, although officers may receive training from time to time.

Regional task forces such as the Bay Area H.E.A.T. Coalition (BAHC) provide additional training and networking opportunities. BAHC is a regional network of law enforcement, County first responders, NGOs, community organizations, and elected officials who come together to share best practices and developments. More than 2,000 professionals have been connected through BAHC. Few Contra Costa law enforcement staff routinely attend these meetings despite their value in keeping track of trends in the wider Bay Area.

An interdisciplinary approach to policing recognizes the relationship between crimes that are more obvious and trafficking, which is often hidden. Trafficking is frequently related to drug crimes, gang activity, and domestic violence. Understanding and

capitalizing on that relationship is often the key to discovering and apprehending traffickers. Most law enforcement departments assign one officer or detective as the contact point in the investigation of suspected trafficking cases. However, the single point of contact model can generate an overwhelming workload unless adequate support is available.

The Pittsburg Police Department uses a "street team" of three detectives, each with specialized drug, gang, or domestic violence experience. This team receives advanced training about identifying and responding to human trafficking. With this training and the range of knowledge shared among the three detectives, the street team has an increased ability to identify victims of trafficking while investigating crimes within one of their specializations. Moreover, the sharing and coordination of effort increases the efficiency and effectiveness of the team.

Local law enforcement is able to build a case for prosecution through close coordination with federal and state law enforcement agencies. Some trafficking is purely local, but most of it respects no borders. Both the federal and state governments have an interest in trafficking investigations at the local level. For example, sex trafficking across state lines is a federal offense of interest to the FBI and violation of labor laws attracts attention from various state agencies.

Contra Costa County gets high marks from state and federal partners for its aggressive approach in the investigation and prosecution of both sex and labor trafficking cases.

- Investigating labor trafficking operations can sometimes have a substantial payoff. One Contra Costa case involving the Golden Dragon Restaurant in Brentwood expanded to include multiple restaurants in several counties, 120 victims, over \$500,000 in cash seized, and at least \$120 million in fraud charges.
- Highly visible recent sex trafficking prosecutions in Contra Costa show how extensive such operations can be. Danville residents James Joseph and Avisa Lavassani, were indicted for operating a sex trafficking ring extending as far as Miami, Cleveland, and New York, which generated tens of thousands of dollars per month. This operation, housed in an unremarkable home in an upscale neighborhood, involved more than 15 known victims. A multi-agency FBI task force working with San Ramon, Danville police, and the District Attorney's Office successfully arrested the traffickers after a lengthy investigation.

A proactive approach to monitoring the activities of suspected traffickers can identify and apprehend hidden perpetrators. Electronic communications are increasingly the tool of choice for sex traffickers to communicate with potential customers, schedule appointments, and identify potential victims. Police departments are now using the same tools to follow suspects and to identify potential trafficking operations.

In addition to monitoring various websites and other social media, several databases are useful in the fight against human trafficking:

- ARIES, which is maintained by the Contra Costa Sheriff's Office, includes data about known offenders including residences, job histories, gang affiliations, arrest history, and even tattoos;
- Thorn's Spotlight, which provides information about suspected trafficking networks, focuses on identifying victims, and is able to filter and search digital images of victims appearing in online advertisements;
- Online software developed by the University of California *Technology and Human Trafficking Initiative* detects possible cases of online sex trafficking;
- Human Trafficking Reporting System (HTRS), which is funded by the Department of Justice, provides national, regional, and local statistics about human trafficking; and
- SafetyNet, maintained by Alameda County, collects comprehensive data about child sex trafficking.

The ability to disguise one's identity through social media and "dating" websites can be as beneficial to law enforcement as it is to perpetrators, allowing law enforcement to enter the hidden world of sex trafficking. Some departments designate a person to routinely monitor websites suspected of being used for trafficking as a way of discovering potential criminal activity.

Involved citizens, aware of their local environment, can be the key to first identifying suspected trafficking. Many investigations begin with a tip from a concerned citizen. The Golden Dragon investigation (above) began with a complaint from a restaurant employee. A recent sex trafficking case in Dublin was discovered when neighbors became concerned with unusual activity in and around a neighborhood home. Alameda County has developed a comprehensive program of community engagement, as discussed further below.

Victim Assistance

Current practice puts law enforcement in the forefront of dealing with trafficking victims. Recognizing that many prostitutes are unwilling participants and victims, rather than partners, of their pimps resulted in a shift away from the criminalization of prostitution. Similarly, individuals subjected to labor trafficking (particularly the undocumented) are now considered victims, instead of "aliens" to be deported.

While apprehension of traffickers requires coordination and cooperation among law enforcement agencies, appropriately attending to the needs of the victims requires a different set of skills. Conditioned through mental and physical intimidation, trafficking victims typically do not trust or communicate with law enforcement. However, they are crucial to the prosecution of trafficking cases. To bridge the communication gap, law enforcement relies on specially trained advocates. The victim-centered approach

requires that victim's needs are assessed and, based on that assessment, victims are referred to appropriate services to help them adjust to life after trafficking. For the most part, police and detectives sympathize with the victims, but often do not have the skills to elicit witness information or to convince them to walk away from "the life". Reported success varies widely, but victims often strongly resist efforts by police officers to turn in their abusers, provide witness statements, or seek assistance from available service agencies. Asked about his success in convincing prostitutes to get help, one detective responded "...basically zero."

Police involvement is necessarily short term, and dealing with victims after the original contact falls to a variety of County agencies and NGOs. Most police officers interviewed knew of and/or used Community Violence Solutions (CVS) for short-term help. The District Attorney's Office and social service NGOs also provide victims of trafficking with services from specialists. This relationship between victims and these agencies can be lengthy. One source estimates that it can take between twelve and sixteen separate attempts (and sometimes years) before the victims successfully manage to leave "the life".

Organizing the Process: A New County Approach

The Zero Tolerance Coalition is currently producing operating guidelines for handling adult sex and labor trafficking victims, including guidelines for multidisciplinary teams to provide case review and coordination. The draft guidelines should be completed by December 2016. Two summits in 2015 and 2016 involving representatives from multiple counties, social service agencies, law enforcement and the community served to focus the effort to complete these guidelines. The Coalition is working closely with Alameda County's H.E.A.T. Program, which has been a leader in addressing the human trafficking problem since 2006. By working with H.E.A.T., Contra Costa County will be able to leverage its efforts to prevent trafficking, identify it when it occurs and provide a coordinated approach to victim assistance.

A Model to Emulate: Alameda County's H.E.A.T. Program

Set up in January 2006, the Alameda County District Attorney's H.E.A.T. Unit has prosecuted 427 human trafficking cases. Of these cases, 312 cases (81%) resulted in convictions. The H.E.A.T. Unit continues to be the State's most prolific prosecutor of human trafficking cases. The H.E.A.T. Unit prosecutes offenders for human trafficking, child sexual assault, kidnapping, and other serious crimes. The H.E.A.T. Program developed a collaborative strategy for combatting human trafficking. Successfully implemented in the Bay Area and other communities, the strategy encompasses:

- Robust community engagement;
- Training for law enforcement;
- Vigorous prosecution;

- Education of and advocacy to policy makers; and
- Wrap-around services for victims/survivors.

This strategic approach recognizes that the program is only as strong as the involvement and commitment of law enforcement agencies, County service providers, prosecutors, and the community.

The H.E.A.T. website contains a full explanation of each area. The community engagement and law enforcement training aspects explained on the website could be particularly useful components of a new Contra Costa County Human Trafficking Protocol.

Implementation of H.E.A.T. Watch Neighborhood Programs enhances community engagement. The programs raise awareness that stopping human trafficking is a priority. This effort includes systematic guidelines for communities interested in setting up H.E.A.T. Watch Programs, webinars, hotlines, newsletters, training and outreach events and even H.E.A.T. Watch Radio. Social media, such as Facebook and Twitter, help law enforcement find victims. Alameda County also uses outdoor billboards and bus signs to raise awareness.

To address the law enforcement side of controlling human trafficking, the Alameda County H.E.A.T. Watch Program developed a comprehensive law enforcement-training curriculum. This curriculum provides a detailed outline and many training materials focused on first responders, who are typically law enforcement.

Training materials also deal with investigating and developing a case that can withstand the scrutiny of the court and defense counsel. Additionally, the training materials explain where law enforcement should focus resources and how to develop evidence that establishes the essential elements of the crime.

CONCLUSION

As attention to the extent and consequences of human trafficking has grown, law enforcement in Contra Costa County has made significant strides in investigating suspected trafficking and prosecuting the traffickers. Identifying and assisting the victims remains a significant challenge, requiring the coordinated efforts of both law enforcement and the community. The operating guidelines for victim identification and assistance under development by the Zero Tolerance Coalition should include a comprehensive action plan for addressing both law enforcement issues and victim needs similar to that used in Alameda County.

FINDINGS

- F1. The San Francisco Bay Area is one of three "hot spots" for human trafficking in California, along with Los Angeles and San Diego.
- F2. The emphasis in human trafficking cases has shifted from solely prosecution to a "victim-centered" approach in which the needs of persons who have been trafficked receive equal consideration.
- F3. Effectively identifying and apprehending traffickers requires knowledge of the local environment and criminal activities acquired through years of experience.
- F4. Most police officer training related to human trafficking is acquired through working with more experienced officers and victim advocates.
- F5. The required two-hour POST Training Video in dealing with human trafficking complaints provides a general basis, but more intensive training found in the POST 2014 training manual contains in-depth coverage of the issues important to officers assigned to trafficking cases.
- F6. Successful apprehension and prosecution of traffickers often involves coordination and cooperation among local, State and federal agencies.
- F7. City law enforcement and Contra Costa County Sheriff's Department have no comprehensive or consistent method for analyzing data about the number and type of adult trafficking victims. More data that is complete is needed to define the magnitude of the problem and to support decisions about victim services and resource allocation.
- F8. City law enforcement and Contra Costa County Sheriff's Department does not always use resources offered by State and federal for joint "sting" and "sweep" operations.
- F9. Trafficking frequently occurs in combination with other violent crimes and its victims often have a history of abuse and trauma.
- F10. The use of specialist multidisciplinary teams in high crime areas can increase the likelihood that trafficking will be recognized as a component of other crimes.
- F11. Public awareness is a critical factor in identifying potential human trafficking activity.
- F12. The County's efforts to build a broad public awareness of human trafficking has primarily been a poster campaign beginning in 2015.
- F13. The Zero Tolerance for Human Trafficking Coalition is developing operating guidelines for case review and coordination to be completed in December 2016.
- F14. A comprehensive approach to dealing with human trafficking includes robust community engagement; training law enforcement in responding to human trafficking incidents; vigorous prosecution of perpetrators; education of and advocacy to policy makers; and wrap-around services for victims/survivors.

RECOMMENDATIONS

- R1. City law enforcement agencies and the Sheriff's Department should consider incorporating expanded training for officers assigned to trafficking-related duties.
- R2. City Law enforcement agencies and the Sheriff's Department should consider increasing collaboration with State and federal law enforcement to expand "sweeps" and "stings" in high crime areas.
- R3. City Law enforcement agencies and the Sheriff's Department should consider the benefits of assigning multidisciplinary teams in areas with significant drug, gang and/or prostitution activity to assist in identifying trafficking activities.
- R4. The County Board of Supervisors should consider identifying funds to assign the Zero Tolerance Coalition to take a leadership role in developing report formats, collecting and reporting on comprehensive data about adult and child trafficking in Contra Costa County.
- R5. The County Board of Supervisors should consider directing the Zero Tolerance Coalition to develop a multi-disciplinary approach in dealing with human trafficking, after identifying funds to do so.
- R6. The County Board of Supervisors should consider directing the Zero Tolerance Coalition to develop and implement a systematic plan for building community awareness of human trafficking, after identifying funds to do so.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
Antioch City Council	F1 – F11, F14	R1 – R3
Brentwood City Council	F1 – F11, F14	R1 – R3
Clayton City Council	F1 – F11, F14	R1 – R3
Concord City Council	F1 – F11, F14	R1 – R3
Danville City Council	F1 – F11, F14	R1 – R3
El Cerrito City Council	F1 – F11, F14	R1 – R3
Hercules City Council	F1 – F11, F14	R1 – R3
Lafayette City Council	F1 – F11, F14	R1 – R3
Martinez City Council	F1 – F11, F14	R1 – R3
Moraga City Council	F1 – F11, F14	R1 – R3
Oakley City Council	F1 – F11, F14	R1 – R3
Orinda City Council	F1 – F11, F14	R1 – R3
Pinole City Council	F1 – F11, F14	R1 – R3
Pittsburg City Council	F1 – F11, F14	R1 – R3
Pleasant Hill City Council	F1 – F11, F14	R1 – R3
Richmond City Council	F1 – F11, F14	R1 – R3
San Ramon City Council	F1 – F11, F14	R1 – R3
San Pablo city Council	F1 – F11, F14	R1 – R3
Walnut Creek City Council	F1 – F11, F14	R1 – R3
Contra Costa County Sheriff's Department	F1 – F11, F14	R1 – R3
Contra Costa County Board of Supervisors	F11 – F14	R4 – R6

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to epant@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson

725 Court Street

P.O. Box 431

Martinez, CA 94553-0091



Agenda Date: 9-20-2016

Agenda Item: 3d

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR

DATE: SEPTEMBER 20, 2016

SUBJECT: CITY RESPONSE TO CIVIL GRAND JURY REPORT NO. 1614 ~~WAS~~

RECOMMENDATION

It is recommended the City Council consider the prepared City response regarding Civil Grand Jury Report No. 1614, "Where Will We Live? – The Affordable Housing Waiting List is Closed."; and subject to any Council modifications to the proposed response, by Consent Calendar minute motion approve the Exhibit as the City's official response and authorize Mayor Geller to sign the cover letter.

BACKGROUND

A Civil Grand Jury is commissioned annually in Contra Costa County to investigate city and county governments, special districts and certain non-profit corporations to ensure functions are performed in a lawful, economical and efficient manner. Pursuant to *California Government Code* Section 933.5(a), whenever a civil grand jury issues a report that involves matters within a particular municipality's jurisdiction or area of responsibility, the respective city is required to respond in writing and in accord with a specific response format.

On June 24, 2016, the FY 2015-16 Civil Grand Jury of Contra Costa County released a Report directed to all nineteen cities within the County as well as the County itself. Report No. 1614 researched an issue of statewide concern, the lack of affordable housing. The report focused on public awareness of affordable housing; governmental resources available to communities, builders, and developers for affordable housing; Contra Costa cities' performance in meeting the need for affordable housing; and improving and centralizing information regarding the availability of affordable housing to ensure that those who may qualify can readily learn and keep informed of affordable housing opportunities.

Civil Grand Jury Report No. 1614 concluded with thirteen (13) Findings and sixteen (16) Recommendations requiring structured responses by each of the listed respondents. Attached are staff's recommended response and a draft letter for the City Council to consider and approve constituting our City's official response to Civil Grand Jury Report No. 1614. The City's response to this particular Report is due by September 30, 2016. As noted

on page 24 of the Report, our City's response is limited to Findings No. 1-3, 5, 6, and 8-13 coupled with replies to Recommendations No. 1-3, 5-8, 11, 13, and 15.

FISCAL IMPACT

None directly. However, there are certainly indirect staff costs and direct time incurred in responding to Civil Grand Jury Reports, Findings and Recommendations.

- Attachments:
1. Proposed City Response and Cover Letter [8 pp.]
 2. Civil Grand Jury Report No. 1614 and accompanying Cover Letter [31 pp.]



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City Council
HOWARD GELLER, MAYOR
JIM DIAZ, VICE MAYOR
KEITH HAYDON, COUNCILMEMBER
JULIE K. PIERCE, COUNCILMEMBER
DAVID T. SHUEY, COUNCILMEMBER

September 21, 2016

VIA U.S. REGULAR MAIL AND
REQUESTED EMAIL TO: epant@contracosta.courts.ca.gov

Michael Simmons, Foreperson
Civil Grand Jury 2015-16, Contra Costa County
725 Court Street
P O Box 431
Martinez, CA 94553-0091

Re: City Response to Civil Grand Jury Report No. 1614

Dear Mr. Simmons:

Pursuant to a letter dated June 24, 2016 addressed to members of the Clayton City Council pertaining to Civil Grand Jury Report No. 1614, "Where Will We Live?", attached is the City of Clayton's official response as required by applicable law.

We thank the Civil Grand Jury for highlighting this matter of statewide concern.

Sincerely,

Howard Geller
Mayor

Attachment: 1. City Reply to Civil Grand Jury Report No. 1614 [7 pp.]

cc: Honorable Clayton City Council Members



**CITY OF CLAYTON RESPONSE TO
CIVIL GRAND JURY REPORT NO. 1614**

“Where Will We Live? – The Affordable Housing Waiting List is Closed.”

2015-16 CONTRA COSTA COUNTY CIVIL GRAND JURY

The City of Clayton, California provides the following response to Civil Grand Jury Report No. 1614, “Where Will We Live? – The Affordable Housing Waiting List is Closed”, issued on June 24, 2016 by the 2015-16 Civil Grand Jury of Contra Costa County. Pursuant to page 24 of the Report, this City is required to respond to Findings No. 1-3, 5, 6, and 8-13 plus Recommendations No. 1-3, 5-8, 11, 13, and 15, adhering to format guidelines prescribed by the California Penal Code (Section 933.05).

FINDING

1. *PDAs recognize the importance of housing near transportation and jobs for developing prosperous communities.*

City Response

The respondent agrees with the finding.

2. *Plan Bay Area 2040 seeks to combine transportation, jobs, and housing as a solution to the needs of our growing population.*

City Response

The respondent agrees with the finding.

3. *While State law mandates that ABAG conduct the RHNA process, a city is not required to subsidize and/or build the units; it is only required to demonstrate that local zoning will not impede development.*

City Response

The respondent agrees with the finding.

5. *Inclusionary zoning programs provide incentives and regulatory waivers to builders and developers who produce both affordable and market rate homes within the same project.*

City Response

The respondent partially disagrees with the finding.

Not all inclusionary zoning programs provide incentives or regulatory waivers to builders and developers to produce affordable and market rate homes within the same

project. Inclusionary zoning programs, depending on how they are structured, can automatically require builders and developers to produce affordable housing, pay an in-lieu fee, develop affordable housing units off-site, or make a land dedication to the jurisdiction for the construction of affordable housing without incentives or waivers being granted.

In the City of Clayton, incentives and regulatory waivers would be considered on a case by case basis through the Affordable Housing Plan as required by the City's 2015-2023 Housing Element.

In addition, the State density bonus law which Clayton has adopted allows builders and developers to increase the density onsite for the construction of affordable housing units. The Density Bonus law also allows for incentives and regulatory waivers such as reduced setbacks or onsite parking for constructing affordable housing units.

6. *The city's Inclusionary Housing Ordinance helps to provide AH in that city.*

City Response

The respondent agrees with the finding.

8. *Inclusionary Housing Ordinances sometimes include the option for the developer to pay in lieu fees instead of constructing AH units.*

City Response

The respondent agrees with the finding.

9. *The city supplements the shortage of funds for AH by requiring builders to pay impact fees, in lieu fees, or other construction and remodeling fees.*

City Response

The respondent partially disagrees with the finding.

This City's Inclusionary Housing Ordinance provides developers with the opportunity to pay an in lieu fee rather than constructing the required affordable housing. Also, the construction of affordable housing units or the payment of the in lieu fee is not required for every project, only those over ten units.

10. *Infill costs less to service than new development because it takes advantage of the existing infrastructure.*

City Response

The respondent agrees with the finding.

11. *The elimination of redevelopment agencies resulted in a reduction of the number of AH units constructed in the city by eliminating a major source of funding for affordable development projects.*

City Response

The respondent agrees with the finding.

12. *The city delegates to the builder, owner, or management company of AH properties the responsibility for gathering and validating AH clientele information, as well as maintaining lists of potentially interested buyers.*

City Response

The respondent agrees with the finding.

13. *There is no accessible centralized information source for available AH, which compounds the problems created by the AH shortage for those who are searching for affordable housing.*

City Response

The respondent agrees with the finding.

#

RECOMMENDATIONS

1. *The city should consider increasing AH in PDAs.*

City Response

The recommendation will not be implemented because it is not warranted.

The City of Clayton does not have a PDA; therefore it would not be able to implement this recommendation.

2. *The city should consider adopting an Inclusionary Housing Ordinance.*

City Response

The recommendation has been implemented.

The City's 2015-2023 Housing Element certified by the State HCD prior to issuance of this Report, identified an implementation measure to require residential projects of ten or more units to develop an Affordable Housing Plan, requiring a minimum of ten percent of the units built or created as affordable units.

In order to establish procedures and standards for the development and availability of affordable housing as well as codify the aforementioned Housing Element implementation measure, the City Council, on August 16, 2016, adopted its ordinance implementing an Inclusionary Housing Ordinance.

3. *The city should explore rehabilitating existing housing stock as AH for purchase or rental, and identify funding to do so.*

City Response

The recommendation will not be implemented because it is not reasonable.

The City of Clayton does not receive adequate funds to implement this activity nor are there adequate outside funding sources available. The major funding source available to jurisdictions to assist with the development of affordable housing was eliminated when the State of California dissolved the redevelopment agencies in 2011.

5. *The city should explore increasing existing "impact fees" or "linkage fees" or enacting such fees in order to generate revenue with which to assist funding of AH.*

City Response

The recommendation will not be implemented because it is not reasonable.

As the smallest city in Contra Costa County, the City of Clayton does not have excess General Fund monies to undertake a nexus study, as required by the Mitigation Fee Act (AB 1600 - Government Code Section 66000), to determine the amount of "impact fee" or "linkage fee" that would be appropriate to collect beyond the recently adopted Inclusionary Housing Ordinance in lieu fee.

It is not feasible for this City to establish a commercial linkage fee as an available funding source because the City of Clayton is mostly a built out residential community, lacking significant employers and commercial areas. Given the aforementioned existing conditions within the City, linkage fees would not result in the goal of producing affordable housing because an extensive commercial and development climate is necessary for linkage fees to work. For example, if the City were to implement a funding source such as a linkage fee, the amount of money generated due to the small amount of commercial development would not be feasible to purchase units given the high cost of housing within this community or would result in linkage fees so high that it would discourage or prevent development from occurring. These tools only work in communities that have larger commercial and employment generating centers and/or have room to grow and develop. The City of Clayton does not have the conditions and characteristics necessary for an effective commercial linkage fee.

Further, the City of Clayton's Inclusionary Housing Ordinance requires the provision of affordable housing through the actual construction of units or by the payment of an in lieu fee. An affordable housing impact fee in addition to the requirements of the Inclusionary Housing Ordinance would be considered double dipping, therefore is not a plausible action to generate funds.

6. *The city should consider designating an employee within the city's planning or housing department to coordinate with property management to maintain current waiting and interest lists of available AH and ensure information is posted on the city website, and identifying funding to do so.*

City Response

The recommendation will not be implemented because it is not reasonable.

This is not a reasonable request because the City of Clayton does not have the available staffing levels or financial resources to maintain waiting and interest lists for privately owned AH. Statewide, local government finances and staff resources are tighter than ever and additional tasks that are not specifically associated with the City will erode staff time from conducting the City's own business. This task would be more appropriately performed by an AH nonprofit such as the East Bay Housing Organization so that it is centralized in one location. Furthermore, experiences have revealed that such waiting lists antiquate rapidly due to applicants' circumstances (e.g. income fluctuations, work status, residency relocations, changes in telephone, mail, and email addresses) such that considerable public expense and time are wasted trying to re-contact previous applicants.

7. *The city should consider seeking federal, state, and local funding sources for AH.*

City Response

The recommendation has been implemented.

Available funding sources for affordable housing for local governments are limited and are extremely competitive; however as identified in the City's 2015-2023 Housing Element, the City seeks and reviews funding opportunities for affordable housing. Implementation Measure III.1.2 states, "The City shall seek funding to develop and implement a down payment assistance program for first-time homebuyers by working with the County or by developing its own program that can be used with the Mortgage Credit Certificate Program, new inclusionary units or alone." The City has researched funding from CalHome and HOME and no funds are currently available; however City staff routinely monitors funding availability.

Implementation Measure III.1.3 states, "The City shall review potential funding opportunities through County HOME program and apply for funding for applicable projects when development opportunities arise." HOME funds are currently not available; however the City will apply during the next funding cycle if there is an eligible project.

8. *The city should consider partnering with for-profit and not-for-profit builders to secure land suitable for AH, and identify funding to do so.*

City Response

The recommendation has been implemented.

The City has adopted an Inclusionary Housing Ordinance requiring builders to either provide affordable housing units or as an alternative, developers can request to dedicate land to the City or an affordable housing developer that the City Council determines to be equivalent or greater value than is produced by applying the City's in lieu fee. This would be funded by private development.

11. *The city should consider undertaking an education initiative in the earliest phase of affordable planning projects in order to alleviate community concerns regarding AH, and identify funding to do so.*

City Response

This recommendation has been implemented.

The City's 2015-2023 Housing Element identifies Policy IV.2, which states, "The City will provide information on proposed affordable housing projects to the public through the City's public hearing process, in the form of study sessions, public hearings, and public meetings." The funds for this process are provided by the developer of the proposed project to pay for City staff time and materials.

13. *The City should consider identifying all infill and vacant land not in PDAs and encourage use of it for AH through tax incentives, density bonuses, etc.*

City Response

The recommendation has been implemented.

The City's HCD-certified 2015-2023 Housing Element process required it to identify infill, vacant, and underutilized land to ensure the City had adequate sites available to meet the Regional Housing Needs Assessment (RHNA) as assigned by the Association of Bay Area Governments. The RHNA provides a housing allocation for all economic segments, including units that would constitute affordable housing. The City also identified two properties as Affordable Housing Opportunity sites, allowing for an increased density and potential regulatory incentives for the development of affordable housing. The City further provided multifamily zoning designations in compliance with Housing Element law, which action the State of California has generally held as the best way to demonstrate capacity for "affordable" housing to provide sufficient and suitable land zoned for higher-density multi-family housing. The

City has performed all tasks required by State law to encourage and remove all obstacles and impediments for the development of affordable housing.

All of the infill, vacant, and underutilized properties within the City have the ability to be proposed for affordable housing construction as well as be subject to requests for density bonuses per state law.

15. *The city should consider creating an easily accessible, online central repository with all relevant information on deed-restricted housing units to assure that inventory of AH is maintained, and identify funding to do.*

City Response

The recommendation has been implemented.

The City currently maintains a list of deed-restricted housing on its website, which was last updated in April of 2016. In addition to the affordable housing inventory list, the City's housing webpage also contains important links and information pertaining to affordable housing and other housing related topics. The City's housing webpage can be found here: http://ci.clayton.ca.us/?page_id=349.

Funds for this maintenance activity are currently paid for from the Successor Housing Agency fund, which is an account remaining from its former redevelopment agency state dissolution. The only revenue for this account is program income from former Clayton Redevelopment Agency loans for affordable housing units.

#



June 24, 2016

Councilmember Julie K. Pierce
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Ms. Pierce:

Attached is a copy of Grand Jury Report No. 1614, "Where Will We Live?" by the 2015-2016 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

In accordance with Section 933.05(a), the responding person or entity shall report one of the following actions in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please ensure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **September 30, 2016**.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to epant@contracosta.courts.ca.gov.

Please confirm receipt by responding via e-mail to epant@contracosta.courts.ca.gov.

Sincerely,

Michael Simmons, Foreperson
2015-2016 Contra Costa County Civil Grand Jury

Received
JUN 30 2016
City of Clayton

A REPORT BY
THE 2015-2016 CONTRA COSTA COUNTY GRAND JURY

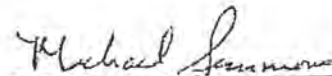
725 Court Street
Martinez, California 94553

Report 1614

**Where Will We Live?
The Affordable Housing Waiting List
is Closed.**

APPROVED BY THE GRAND JURY:

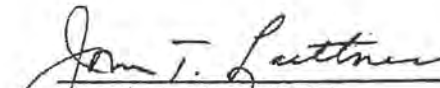
Date: 6/14/16



MICHAEL SIMMONS
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: 6/15/16



JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report 1614

**Where Will We Live?
The Affordable Housing Waiting List is Closed.**

TO: City Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pleasant Hill, Pittsburg, Richmond, San Pablo, San Ramon, Walnut Creek and the Contra Costa County Board of Supervisors

SUMMARY:

The Bay Area is one of the most expensive regions in the world to live and work. Our County has a housing crisis that demands our immediate attention. Lack of affordable housing in Contra Costa County negatively affects our citizens and economy. Government lawmakers and fair shelter advocates call housing "affordable" when a household pays no more than 30 percent of its total income for housing costs. Income levels determine who qualifies for Affordable Housing (AH). Those qualifying include a range of households from formerly homeless individuals to first-time homebuyers. AH can include rental and homeownership; single-family and multi-family; and new or rehabilitated units. The Bay Area has an extensive network of for-profit and non-profit housing developers that create well designed, well managed AH. Despite their efforts, the demand far outstrips the supply.

California housing element law, California Government Code section 65580 et seq., mandates that every city provide its fair share of AH. Since 2007, the cities in the Bay Area, including in Contra Costa County, have failed to issue the requisite number of building permits to meet their share allocations.

President of the Bay Area Council, Jim Wunderman, warned that "water isn't the only thing that is in short supply in the Bay Area. Our region is growing, our economy is humming, but the housing shortage could be our Achilles heel." He called for California's housing problems to receive the same decisive action that is being undertaken to combat the drought. In a recent Bay Area Council housing poll, 67 percent of residents complain that it is harder to find a place to live in the Bay Area compared with a year ago.

The Grand Jury surveyed all nineteen cities in the County to learn about the resources implemented to address the shortage of AH. More than 70 percent of the County's cities have adopted ordinances that mandate developers build a certain percentage of new home projects at below-market prices for people with lower incomes. Financial

tools used by the cities include housing impact fees, linkage fees, in lieu fees, and density bonuses. Some cities have donated publicly owned land, vacant land for infill, and property for renovation to non-profit housing developers in an effort to alleviate their city's AH crises. Our investigation revealed however, that ordinances, builder incentives, housing fees, and donations are not enough to solve the shortage of AH and the County and cities can and should do more. What is missing we discuss in the four focus areas of this report:

1. Public awareness about AH;
2. Governmental resources available to communities, builders, and developers for AH;
3. Contra Costa cities' performance in meeting the need for AH; and
4. Improving and centralizing information regarding the availability of AH to ensure that those who may qualify can readily learn and keep informed of AH opportunities.

METHODOLOGY

In conducting its investigation and preparing this report, the Grand Jury performed the following tasks:

- Interviewed selected city and County staff and representatives of:
 - for-profit and non-profit builders and developers,
 - AH advocacy organizations, and
 - area-wide quasi-governmental agencies.
- Attended meetings of:
 - the County Board of Supervisors,
 - regional organizations,
 - city councils,
 - municipal planning commissions.
- Reviewed:
 - published court decisions,
 - public materials,
 - online documents,
 - Contra Costa County and city websites.
- Prepared and submitted to each city within the County a written survey pertaining to AH, and reviewed and analyzed the responses of each city (Appendix 1)

DISCUSSION

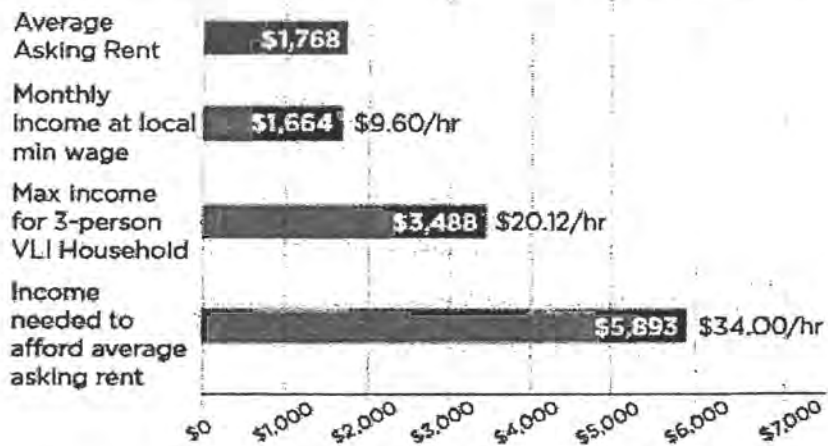
Why should AH matter to the residents of Contra Costa County?

A 2015 East Bay Housing Organization (EBHO) report states that:

17.1% OF CONTRA COSTA COUNTY RESIDENTS LIVE IN POVERTY DUE LARGELY TO HIGH HOUSING COSTS	
Official Poverty Measure:	Adjusting for Housing Costs and Social Programs:
11.9%	17.1%

Source: The Stanford Center on Poverty and Inequality with the Public Policy Institute of California. California Poverty by County, 2012.

RENTERS NEED TO EARN 3.5X MINIMUM WAGE TO AFFORD AVERAGE ASKING RENTS

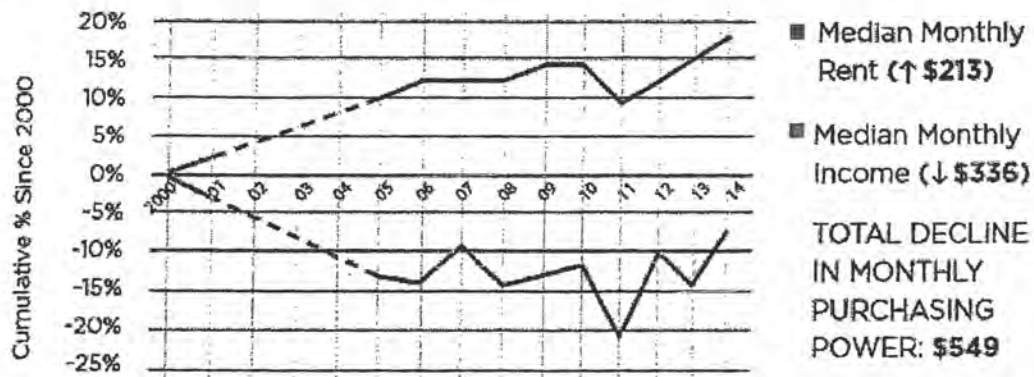


Source: 2015 Real Answers average apartment rent data, HUD 2015 County Section 8 Program Income Limits.



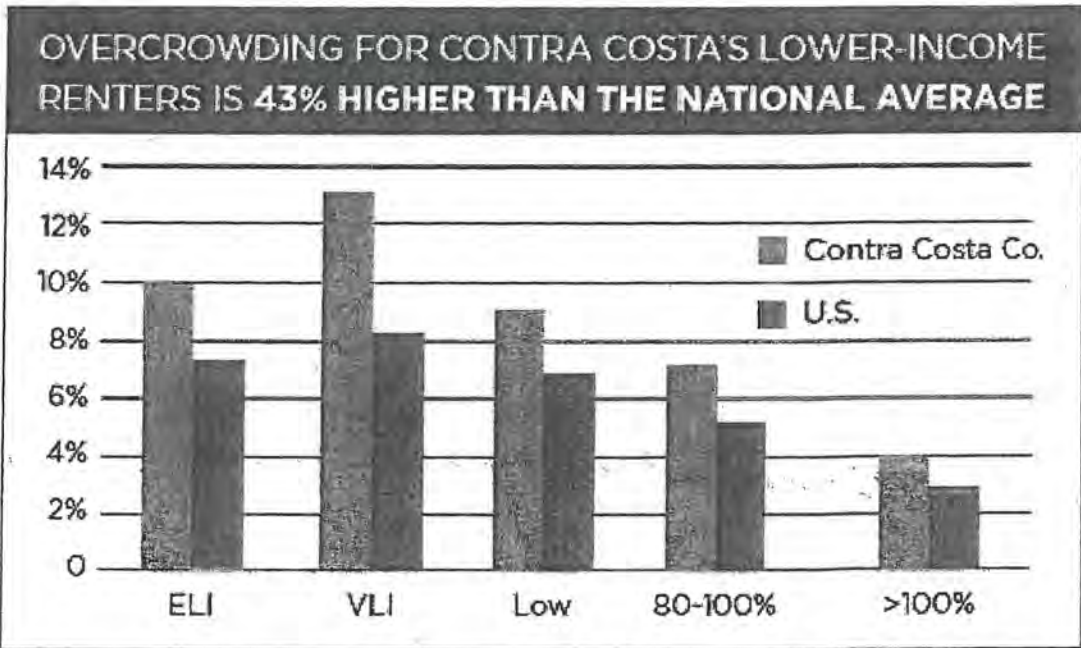
- Seventeen percent of County residents live in poverty, in which high housing costs play a significant role.
- Inflation adjusted median rent has increased seventeen percent since 2000 while the median renter income has declined seven percent.

INFLATION ADJUSTED MEDIAN RENT HAS INCREASED 17% SINCE 2000 WHILE MEDIAN RENTER INCOME HAS DECLINED 7%



Source: US Census 2000 and Annual ACS Data 2005-2014. Median rents and incomes from 2001-2004 are estimated trends.

- Renters need to earn three and one-half times the minimum wage to afford average-asking rents of \$1,768 per month, reflecting upward pressure on rents in the Bay Area and the County, driven by a resurgent economy and increased demand.



SOURCE: CHPC analysis of 2007-2011 CHAS data.

The chart above shows the higher percentages in the County who fall within the lower income categories (low, very low [VLI], and extremely low [ELI]) as compared to the comparable percentages nationwide.

WHO IS BEING LEFT OUT OF THE CONTRA COSTA COUNTY RENTAL MARKET?

Average Asking Rent: \$1,768

**Hours/week of
work needed to
afford average
asking rent**

Job Category	Mean Hourly Wage	Hours/week of work needed to afford average asking rent
Medical Assistants	\$19.38	70
EMTs & Paramedics	\$17.77	77
Preschool Teachers	\$17.35	78
Janitors & Cleaners	\$14.87	91
Retail Salespersons	\$13.89	98
Waiters & Waitresses	\$11.50	118

SOURCE: CHPC Analysis of 2014 Bureau of Labor statistics and 2015 Real Answers average rent data.

- Between 2010 and 2014, County real estate had the highest sales price increase (50 percent) in the Bay Area.
- From fiscal year 2008-2009 to fiscal year 2013-2014, the County lost seventy-one percent of state and federal funding for AH, a loss of \$39,500,000.

Communities thrive when people have safe and stable housing; when they live near their jobs, schools, and places of worship; when families can build roots and meet diverse neighbors; and when we use resources wisely, greening our housing and preserving open space. AH residents are seniors and people with disabilities on a fixed income, as well as teachers, retired military personnel, car mechanics, childcare workers, and others who work in our communities.

In addition to the obvious benefits of helping residents, AH can benefit the wider community in significant ways:

- Providing housing for the local workforce, especially lower wage earners;
- Revitalizing distressed neighborhoods;
- Directing economic benefits to the local community, such as increased jobs and sales taxes; and
- Promoting economic and social integration while building community.

Government Efforts to Achieve AH

In June 2015, the *East Bay Times* ran an article entitled, "*Bay Area Housing Crisis May Cause NIMBY Attitudes to Wane*". NIMBY is an acronym for "not in my backyard". Bay Area residents seem to be willing to challenge this attitude as two-thirds now believe it is tougher to find a place to live, and over half are ready to embrace higher density housing in their neighborhoods to tackle the problem. Seventy-six percent of Bay Area residents want policy makers and developers to direct their efforts toward the creation of certain types of housing. Specifically, respondents want the focus on housing for low and middle-income people.

In the County, population continues to increase, bringing constant pressure on state and local governments to focus on housing affordability. Various state and local laws and ordinances are available to cities in the County and the greater Bay Area to address the shortage of AH.

Housing Element

California Housing Element law (California Government Code section 65580 et seq.) is the State's primary market-based means to increase housing supply, affordability, and provide opportunities for private builders without unduly constraining housing development. The County and its nineteen cities each have a Housing Element plan certified by the California Department of Housing and Community Development (HCD), detailing their goals pertaining to AH.

Association of Bay Area Governments (ABAG)

ABAG is the comprehensive regional planning agency and Council of Governments (COG) for the nine counties and 101 cities and towns of the San Francisco Bay Region. The region encompasses Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma counties. As the COG for the Bay Area, ABAG is responsible for regional land use planning and coordination with local governments. The State sets the housing needs and ABAG allocates the housing goals for the nine Bay Area Counties by income levels set by the federal Housing and Urban Development agency (HUD). While land-use planning is fundamentally a local issue for city governments, the availability of housing is a matter of statewide importance. Housing element laws require local governments to be accommodating and accountable to meet projected housing needs. The cities maintain local control over where and what type of development should occur while providing the opportunity for the private sector to meet market demand.

The following is a summary of housing permits issued for all Bay Area jurisdictions for the period between 2007 and 2014. This data was compiled primarily from Annual Housing Element Progress Reports (APRs) filed by jurisdictions with the California Department of Housing and Community Development (HCD). In certain instances when APR data was not available but permitting information could be found through other sources ABAG made use of the data sources below:

- Adopted and certified housing elements for the period between 2007 and 2014
- Draft housing elements for the period between 2014-2022
- Permitting information sent to ABAG directly by local planning staff

Note: Given that calendar year 2014 is in-between the 2007-14 and the 2014-2022 RHNA cycles, HCD provides Bay Area jurisdictions with the option of counting the units they permitted in 2014 towards either the past (2007-2014) or the current (2014-2022) RHNA cycle. ABAG did not include 2014 permitting information in this report for jurisdictions that requested that their 2014 permits be counted towards their 2014-2022 allocation. Those jurisdictions are indicated by an asterisk (*).

Bay Area	Very Low (0-50% AMI)			Low (50-80% AMI)			Moderate (80-120% AMI)			Above Moderate (120%+ AMI)			Total		
	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met
Alameda	10,017	3,095	31%	7,616	1,699	22%	9,078	1,140	13%	18,226	13,681	75%	44,937	19,615	44%
Contra Costa	6,512	1,353	21%	4,325	1,035	24%	4,996	3,654	73%	11,239	10,758	96%	27,072	16,800	62%
Marin	1,095	250	23%	754	256	34%	977	219	22%	2,056	818	40%	4,882	1,543	32%
Napa	879	135	15%	574	71	12%	713	268	38%	1,539	960	62%	3,705	1,434	39%
San Francisco	6,589	3,920	59%	5,535	1,481	27%	6,754	1,234	18%	12,315	13,468	109%	31,193	20,103	64%
San Mateo	3,588	702	20%	2,581	641	25%	3,038	746	25%	6,531	6,080	93%	15,738	8,169	52%
Santa Clara	13,878	3,798	27%	9,567	2,692	28%	11,007	2,371	22%	25,886	35,962	139%	60,338	44,823	74%
Solano	3,038	283	9%	1,996	481	24%	2,308	1,067	46%	5,643	3,141	56%	12,985	4,972	38%
Sonoma	3,244	715	22%	2,154	826	38%	2,445	1,033	42%	5,807	3,065	53%	13,650	5,639	41%
Bay Area Totals	48,840	14,251	29%	35,102	9,182	26%	41,316	11,732	28%	89,242	87,933	99%	214,500	123,098	57%

Regional Housing Needs Allocation (RHNA)

Government Code sections 65580-65589.8, also known as the Regional Housing Needs Allocation (RHNA), set forth the state-mandated process for identifying the total number of housing units by affordability level that each jurisdiction should accommodate.

Income categories established by HUD for 2015 in the County are:

- **Extremely Low** – A subset of the very low-income regional housing need, defined as households earning less than thirty percent of the median household income: family of four earning \$28,050 or less per year.
- **Very Low** – Defined as households earning less than fifty percent of the median household income: family of four earning \$28,051 to \$46,750 per year.
- **Low Income** – Defined as households earning fifty to eighty percent of the median household income: family of four earning \$46,751 to \$71,600 per year.
- **Moderate Income** – Defined as households earning eighty to one-hundred twenty percent of the median household income: a family of four earning \$71,601 to \$112,200 per year. The median income for the County falls within this category at \$93,500 per year.
- **Above Moderate Income** – Defined as households earning over one-hundred twenty percent of the median household income: family of four earning more than \$112,200 per year.

Between 2007 and 2014, municipalities in the Bay Area collectively issued permits for 57 percent of the RHNA. Housing permits were skewed toward units for higher income consumers, meeting 99 percent of the RHNA for above-moderate income housing, but only 28 percent for moderate-income housing, 26 percent for low-income housing, and 29 percent for very low income housing.

The next eight-year RHNA cycle, 2014-2022, for the County and cities, projects a lower allocation than the RHNA for 2007-2014. HCD made an adjustment to account for abnormally high vacancies and unique market conditions due to prolonged recessionary conditions, high unemployment, and unprecedented foreclosures in parts of the Region.

ABAG Final Regional Housing Need Allocation for the County 2014-2022

FINAL REGIONAL HOUSING NEED ALLOCATION, 2014-2022 Adopted by the ABAG Executive Board on July 18, 2013

Contra Costa County

	Very Low	Low	Moderate	Above Moderate	Total
Antioch	349	205	214	680	1,448
Brentwood	234	124	123	279	760
Clayton	51	25	31	34	141
Concord	798	444	559	1,677	3,478
Danville	196	111	124	126	557
El Cerrito	100	63	69	166	398
Hercules	220	118	100	244	682
Lafayette	138	78	85	99	400
Martinez	124	72	78	195	469
Moraga	75	44	50	60	229
Oakley	317	174	175	502	1,168
Orinda	84	47	54	42	227
Pinole	80	48	43	126	297
Pittsburg	392	254	316	1,063	2,025
Pleasant Hill	118	69	84	177	448
Richmond	438	305	410	1,282	2,435
San Pablo	56	53	75	265	449
San Ramon	516	279	282	340	1,417
Walnut Creek	604	355	381	895	2,235
Unincorporated	374	218	243	532	1,367
Contra Costa Total	5,264	3,086	3,496	6,784	20,630

Association of Bay Area Governments

For the County (including all 19 Cities and the unincorporated areas of the County), the proposed RHNA translates to 20,630 new units or just under 11 percent of the Bay Area's total units. The 2014-2022 RHNA allocation is more reflective of the planning environment in the County; more specifically, it reflects both the broader policy of channeling new growth to infill areas with existing transportation infrastructure as well as to discourage growth outside of the County's urban limit line.

Senate Bill 375, "The California Sustainable Communities, and Climate Protection Act of 2008," established a new framework for the RHNA. SB 375 requires each of the state's

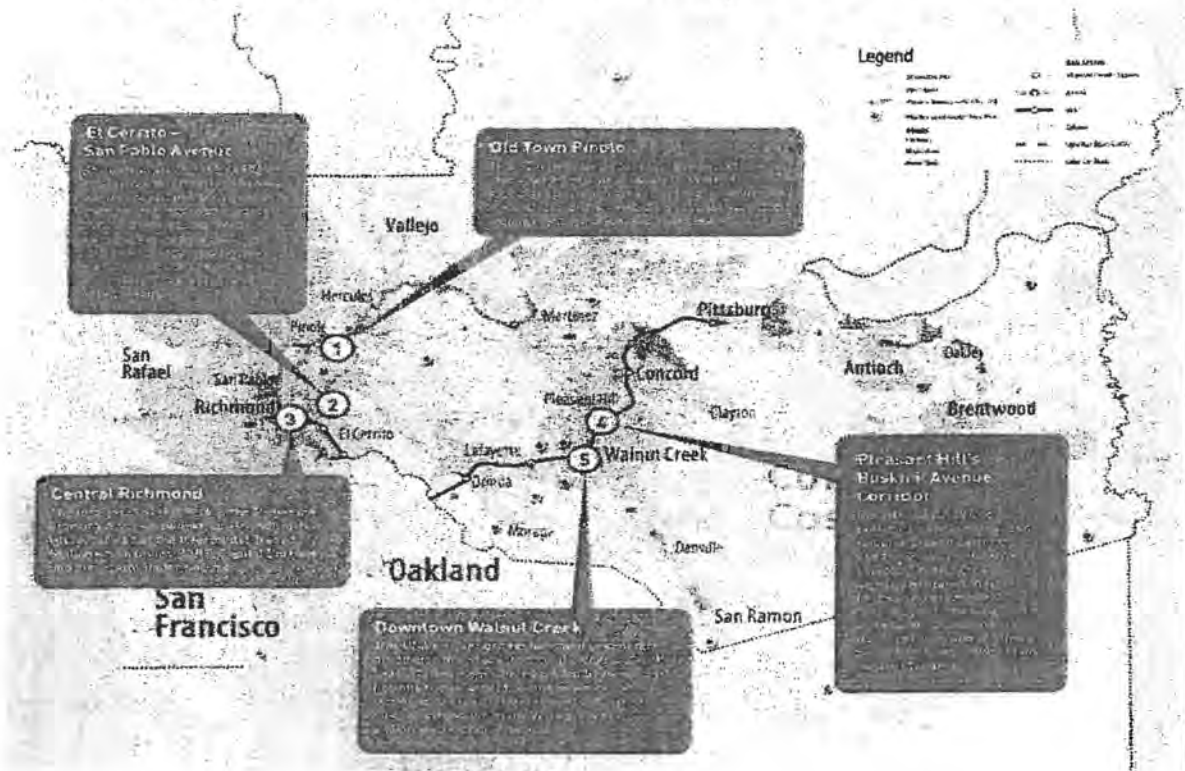
18 metropolitan areas, including the Bay Area, to develop a Sustainable Communities Strategy (SCS) with the goals of reducing greenhouse gas (GHG) emissions from cars and light trucks and accommodating all needed housing growth within the region. This law seeks to ensure that future land uses (through RHNA and other plans) are coordinated with long-term transportation investments.

Priority Development Areas (PDAs)

PDAs are local areas within each city that focus development on housing, employment, amenities, and services to meet the day-to-day needs of residents and workers in a pedestrian-friendly environment served by transit. These are neighborhoods within walking distance of frequent transit service, offering a wide variety of housing options, and featuring amenities such as grocery stores, community centers, and restaurants. During 2013 and 2014, 48 percent of all allocated building permits were located in PDAs. During that same time, PDAs were home to 59 percent of the region's permitted multi-family housing units.

Plan Bay Area 2040 is a long-range integrated transportation and land-use/housing strategy that focuses housing growth in PDAs. This plan provides a strategy for meeting 80 percent of the region's future housing needs in PDAs. Identified by cities and towns across the region, the PDAs range from regional centers like Walnut Creek's West Downtown area, to smaller town centers such as Old Town Pinole.

A Map of Contra Costa County PDAs



Inclusionary Housing Ordinances (IH)

The most popular city response to AH has been incorporating "Inclusionary Housing" (IH) ordinances in the Housing Element. In California, between 1990 and 2003, the numbers of communities with IH more than tripled—from 29 to 107 communities—meaning about 20 percent of California communities now have IH ordinances. Also called Inclusionary Zoning, seventy-eight cities in the Bay Area, including fourteen cities in the County, have some type of IH policy in place.

The purpose of inclusionary zoning laws is to prevent people from being excluded from affordable housing in the communities where they live or work. IH ordinances require developers to sell a certain percentage of their new homes at below market prices. Most cities designate between 10-15 percent of new units as affordable, though some require as high as 20 percent, others as low as 4 percent. The cities' IH laws specify a threshold number of units before the ordinance takes effect.

The California building industry sued, claiming that the mandate to sell a certain percentage of homes at below market pricing was a "taking" of their property and violated the Takings Clause of the U.S. and state constitutions. Last year, in an important victory for AH advocates, in the case of California Building Industry Association v. City of San Jose, 61 Cal. 4th 435 (2015) the California Supreme Court upheld the City of San Jose's IH ordinance, stating:

"The proper constitutional inquiry is a far less exacting one: whether the requirements of San Jose's inclusionary housing ordinance are reasonably related to the city's legitimate interest in alleviating the municipality's chronic shortage of low-and moderate-income housing generally."

The Court had no difficulty in concluding that there was no violation of the Takings Clause under the U.S. or state constitutions. The Court found that the city could regulate land use because it has a legitimate interest in easing the chronic shortage of AH even if it reduces builders' profits. The builders appealed this decision to the U.S. Supreme Court. In March 2016, the U.S. Supreme Court left intact the state court's ruling.

Bay Area cities started adopting inclusionary zoning in 1973, and were among the first cities in California to begin experimenting with this policy tool. However, 50 Bay Area cities with inclusionary zoning have produced fewer than 7,000 affordable units since 1973. Contrast this with ABAG's estimate that the region needs 24,217 AH units per year. At current rates, cities with inclusionary zoning will only produce four percent of the regions estimated AH needs for the next eight-year cycle, 2014-2022.

Opponents say that IH has had a negative impact on homebuyers, local governments, and builders. They argue that inclusionary zoning has failed to create more AH because price controls do not get to the root of the problem and the real causes of AH shortages are government restrictions. Supply has not kept up with demand due to artificial restrictions attributed to land-use regulation. One recent study found that 90

percent of the difference between physical construction costs and the market price of new homes is land use regulation.

A number of cities in the County add substantial fees to the cost of development to pay for additional public benefits or to mitigate inconvenience, traffic and other effects from new housing. Builders call these add-ons the "Christmas Tree List". These additional costs often act as a deterrent to the development of new AH. When selling a percentage of units at below market, someone must make up that difference. Taxpayers and market rate buyers bear the cost of the mandated affordable units.

One of the great advantages of inclusionary zoning programs is that there is not a significant dollar cost to the city for the creation of the affordable home. The corollary is that inclusionary housing works best where the housing market is strong; that is, where private builder/developers want to build because they believe there is strong market potential and that people will buy or rent the homes they build.

This June, San Franciscans voted to pass Proposition C, the affordable housing charter amendment. Prop C will double the amount of inclusionary housing that must be included in new, market-rate developments. Twenty-five percent of new apartments or condos would have to be deemed affordable. In addition, Prop C requires developers to include ten percent middle income housing so that San Franciscans such as teachers and nurses can afford to live in the communities they serve. This measure ensures that both low-income and middle-income housing will be built in the same development as luxury condos. Bay Area city and county residents are watching this proposition closely.

Density Bonus Law

Density bonuses allow more units to be built on a property than would otherwise be allowed under zoning ordinances. In exchange for the density bonus, more AH units must be built. Allowing developers to increase the total number of housing units in a development helps to offset the building costs that the developers incur but cannot recover from the sale of below market price units. Other incentives included under density bonus laws that help make the development of AH economically feasible are:

- Reduced parking requirements;
- Reduced setback and minimum square footage requirements; and
- Ability to donate land for the development of AH to earn a density bonus.

These other incentives often are even more helpful to a project than the density bonus itself.

Other Incentives Used By Cities

1. Accessory Dwelling Units

Under the California Second Unit Law (AB) 866, cities may allow homeowners to build secondary units (known as "in-law" or "granny units"). The purpose is to

increase the inventory of very low- and low-income housing without increasing service needs or additional government investment.

2. Infill Housing

Infill housing on vacant or underutilized sites within already developed areas is included in many cities' Housing Element to increase AH. According to an article published by the Greenbelt Alliance, "*Strategies for Fiscally Sustainable Infill Housing*":

"A city's costs associated with building more housing are twofold. First, there are the initial costs of building or upgrading the infrastructure to serve the new housing; this may include building new roads, upgrading sewage and water capacity in the area, and building new facilities. Second, cities pay for many of the ongoing public services for the residents in the area, including police, fire, parks, and libraries. These ongoing costs also include operations and maintenance for the roads, sewage, and other infrastructure."

Infill housing can lower both initial and ongoing costs to cities by taking advantage of excess capacities in existing infrastructure and locational efficiencies.

3. Fees Paid by Developers to Fund AH

The following fees paid by developers and builders to fund AH are detailed in the cities' Housing Element laws or Inclusionary Zoning ordinances:

a) Housing Impact Fees

Developers of market-rate commercial and residential units pay an impact fee based on the square footage or number of new units built in a development. These fees contribute to the development or preservation of AH for residents.

b) In Lieu Fees

Nearly seventy percent of IH ordinances include an in lieu fee provision for developers. This fee allows developers to pay to the city a dollar amount based on square footage, instead of actually building AH. These fees go into specially designated accounts, segregated from a city's general fund, and are used for the development of AH units and housing element mandates. These fees can fund programs compatible with AH goals such as rent relief, down payment assistance, or property renovation for sale. In lieu fees give developers a broader choice in implementing AH mandates. They can seal the deal when cities and developers are bargaining for new permits.

c) Linkage Fees

A portion of the jobs created by new commercial development—hotel, retail, office, etc.—are often low paying. The employees in these positions cannot

afford market-rate housing. Commercial linkage fees, also known as job-housing linkage fees, help ameliorate some of the housing impacts generated by such projects. A Job-Housing Nexus Analysis is required to measure the connection between the construction of new commercial buildings, employment, and the need for AH. The analysis ends with a cost per-square foot for that building to provide housing for employees who would live in the locality if they could afford to do so.

AH funding available to cities:

- Home Investment Partnerships Program (HOME): assists cities, counties, and nonprofit community housing development organizations (CHDOs) to create and retain AH, by for example, rehabilitation, new construction, and acquisition and rehabilitation, for both single-family and multifamily projects, and predevelopment loans by CHDOs. All activities must benefit lower-income renters or owners.
- Community Development Block Grant (CDBG): The primary purpose of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities principally for persons of low income. The County's goal is to develop and conserve viable communities in areas where blight and disinvestment threaten residents' safety, vitality, and productivity. These funds contribute to projects that benefit urban County residents.
- HOME Investment Partnerships Act (HIPA): The purpose of the HIPA program is to expand the supply of decent, safe, sanitary, and AH for very low and low-income households. The County, as the Urban County representative, and the Cities of Antioch, Concord, Pittsburg, and Walnut Creek, are a group for purposes of participation in the HIPA program. The City of Richmond operates an independent HIPA program. HIPA fund contributions acquire, rehabilitate, and construct housing for lower-income households in the group area.

Other programs used by Bay Area Cities to finance AH:

- Housing Trust Funds: These funds, sponsored by legislation, ordinance, or resolution, can be earmarked only for AH. The key characteristic of a housing trust fund is that it receives ongoing revenue from dedicated sources of public funding, such as local fees or loan repayments. The key benefit of this type of trust is that it provides an on-going and dedicated source to fund needed housing.
- Community Land Trusts: Non-profit community based organizations supported by the city or county whose mission is to provide AH in perpetuity by owning land and leasing it to those who live in houses built on that land.

IS THE COUNTY MEETING ITS FAIR SHARE ALLOCATION OF AH?

Bay Area Progress in Meeting 2007-2014 RHNA

CONTRA COSTA COUNTY	Very Low (0-50% AMI)			Low (50-80% AMI)			Moderate (80-120% AMI)			Above Moderate (120%+ AMI)			Total		
	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met	RHNA	Permits Issued	Percent of RHNA Met
Antioch	516	8	2%	339	20	6%	381	834	219%	1,046	381	36%	2,262	1,243	54%
Brentwood	717	192	27%	435	58	13%	480	175	36%	1,073	1,608	150%	2,705	2,033	75%
Clayton	49	-	0%	35	1	3%	33	2	6%	34	46	135%	151	49	32%
Concord ⁴	639	2	0%	426	-	0%	498	8	2%	1,480	216	15%	3,043	226	7%
Danville ³	196	2	1%	130	84	65%	146	101	69%	111	287	259%	583	474	81%
El Cerrito	93	142	153%	59	38	64%	80	13	16%	199	163	82%	431	356	83%
Hercules ¹	143	-	0%	74	-	0%	73	-	0%	163	153	94%	453	153	34%
Lafayette ²	113	47	42%	77	8	10%	80	8	10%	91	170	187%	361	233	65%
Martinez	261	48	18%	166	-	0%	179	4	2%	454	148	33%	1,060	200	19%
Moraga	73	-	0%	47	-	0%	52	-	0%	62	9	15%	234	9	4%
Oakley*	219	242	111%	120	191	159%	88	874	993%	348	331	95%	775	1,638	211%
Orinda	70	72	103%	48	20	42%	55	22	40%	45	137	304%	218	251	115%
Pinole	83	2	2%	49	1	2%	48	10	21%	143	59	41%	323	72	22%
Pittsburg	322	79	25%	223	126	57%	296	666	225%	931	839	90%	1,772	1,710	97%
Pleasant Hill	160	9	6%	105	1	1%	106	8	8%	257	194	75%	628	212	34%
Richmond	391	74	19%	339	153	45%	540	243	45%	1,556	892	57%	2,826	1,362	48%
San Pablo	22	-	0%	38	1	3%	60	35	58%	178	-	0%	298	36	12%
San Ramon	1,174	196	17%	715	255	36%	740	302	41%	834	2,247	269%	3,463	3,000	87%
Walnut Creek	456	150	33%	302	25	8%	374	19	5%	826	1,206	146%	1,958	1,400	72%
Contra Costa County ⁴	815	88	11%	598	53	9%	687	330	48%	1,408	1,672	119%	3,508	2,143	61%
County Totals	6,512	1,353	21%	4,325	1,035	24%	4,996	3,654	73%	11,239	10,758	96%	27,072	16,800	62%

Between 2010 and 2014, County real estate had the highest median price increase (50 percent) in the Bay Area. For the period 2007-2014 RHNA, the County had the best rate of success in the Bay Area in meeting its AH goals at 62 percent, but still fell far short. Of the 27,000 units assigned in the County, less than 16,800 building permits were issued. Most concerning is that in the County, permits issued for the very low and low-income RHNA units were less than 25 percent of allocated need or less than fourteen hundred units.

According to East Bay Housing Organizations (EBHO), the County needs 39,759 more affordable rentals to meet immediate demand in the Extremely Low Income (ELI) and

Very Low Income (VLI) categories. Please see chart below. Since 2010, the nine counties of the Bay Area have added less than 10,000 units of housing per year, 50 percent of the rate of construction from previous decades.



SOURCE: NLIHC Analysis of 2013 ACS PUMS.

Builders' key issues/problems with meeting AH goals

Builders are the producers of AH. They are key players in bringing the vision and solutions to the housing shortage. They are partners in helping cities achieve their fair share goal of AH. However, loss of government funding, as well as marketplace factors and the Great Recession created the perfect storm, presenting impediments to the construction of AH:

- From fiscal year 2008-2009 to fiscal year 2013-2014, the County lost 71 percent of state and federal funding, a loss of over \$34 million in redevelopment funds. Redevelopment agencies facilitated the development of AH through land acquisition and transfer, and provision of predevelopment funding. The result is that many cities have closed housing programs and cut staff.

**FROM FY 2008-09 TO FY 2013-14 CONTRA COSTA COUNTY
LOST 71% OF STATE AND FEDERAL FUNDING**

FUNDING SOURCE	FY 2008/2009	FY 2013/2014	% CHANGE
HUD	\$11,748,233	\$9,149,237	-22%
HCD (Prop. 46 & Prop 1C)	\$9,474,560	\$7,312,544	-23%
MHSA	\$0	\$0	0%
Redevelopment	\$34,784,527	\$0	-100%
TOTAL	\$56,007,320	\$16,461,781	-71%

SOURCE: CHPC tabulations of Redevelopment Housing Activities Report and HUD's CPD program formula allocations. State housing bond funding from Propositions 46 and 1C provided by HCD. MHSA program funding provided by CalHFA.

- There is a lack of developable land and the land that can be developed is expensive.
- Local development standards for height limits, lot coverage maximums, and parking requirements that lead to reduction of the number of units that can be built on a given site impedes construct of AH.
- Cities often have a lengthy development application and permit process.
- Cities also often require the developers pay add-on fees for infrastructure.
- High local development impact fees can add fifty to one hundred thousand dollars in development costs per single-family unit according to the Contra Costa County Consortium's 2015-2020 Consolidated Plan.
- The County has an urban limit line to concentrate development and protect open space. This policy increases the cost of available land, which increases the cost of development.
- One of the biggest challenges for builders of price-controlled units is alerting qualified buyers to the availability of low income housing due to a lack of comprehensive and easily-accessible directories for potential renters to gain information about such housing. Some builders estimate that the administrative cost of selling price-controlled homes is about double that spent on market-rate homes. Builders front the direct administrative costs, and the financing costs of carrying unsold inventory while searching for qualified buyers.

Results of the Contra Costa Grand Jury 2015-2016 AH Survey of Cities

The 19 cities in the County have differing policies and practices pertaining to AH. (See Appendix 1, Survey re AH) Highlights of these policies and practices and the tools used to address their AH shortages include:

AH Laws in the County

- All cities have a 2015 certified "Housing Element", which details their respective plans for reaching their RHNA allocation.
- All cities have a Density Bonus Ordinance, with the exception of Lafayette, which was considering adopting such an ordinance at the time of this report.
- Thirteen cities and the County have restrictions on condominium conversions.
- Three cities have ordinances for rent stabilization: Concord, Danville, and Hercules.
- None of the cities has a rent control ordinance.

Inclusionary Zoning

- Fourteen cities and the County have enacted an IH ordinance with a Below Market Rate Policy: Brentwood, Concord, Danville, El Cerrito, Hercules, Martinez, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek.
- Sixteen cities have enacted an IH ordinance with in lieu fees: Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Martinez, San Ramon, Walnut Creek, Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, and San Pablo.
- The formula for calculating in lieu fees varies by city.
- Over one-half of the cities and the County allow builders to pay in lieu fees rather than build AH in new developments.
- Half of the cities allow developers of new housing to build AH elsewhere in the city, which is determined by the city.
- The threshold number of units above which the city required AH varied from a high of twenty-five (Brentwood) to a low of one (Walnut Creek) with an average of eight.

Builder Linkage Fees

- Nine cities have Housing Impact fees: Antioch, Brentwood, Hercules, Martinez, Pinole, Pleasant Hill, Richmond, San Pablo, and Walnut Creek.
- Seven cities have commercial linkage fees: Antioch, Brentwood, Martinez, Pinole, Richmond, San Ramon, and Walnut Creek.

Public Awareness of Availability of AH

- Only one city, Brentwood, maintains a list or directory of AH units for rent or sale within the community. All other cities delegate to the builder or developer of the AH property maintenance of the AH list.
- Only the city of Brentwood maintains a waiting lists or lists of interested potential candidates for AH in the community. All other cities direct interested residents to contact the AH developer, builder, or management company.

- Most affordable ownership housing is provided and managed by developers of for profit market rate housing who are responsible for locating and selling to qualified consumers.
- Pleasant Hill is the only city in the survey with no deed restricted housing. Maintaining the affordability of a property that is deed restricted for lower income households is an important element of affordable home program management. Reselling or re-renting deed-restricted units to another qualified household maintains an inventory of AH. (See Table Appendix 2)

Anyone looking for AH in the County has to be persistent and patient and access numerous sources of information, repeatedly and often. For example: *East Bay Housing Organization's (EBHO) 2015-2016 AH Guidebook* suggests the following for those seeking AH:

1. Frequently check the websites of non-profit developers.
2. Call them and ask for a list of properties, including those in development. If they have an interest list, have your name placed on the list for properties that meet your needs and income level.
3. Get on as many waitlists as you can. When a waitlist opens, call the property. Ask for an application, or go to the property to get an application. Submit it by the deadline.
4. Once you have submitted your applications, let each property know if you move, or change your phone number. In order to remain on a waitlist, you must be in regular contact with the site manager of each property. Ask to find out the best way to do this.
5. Apply to as many AH properties as you can. Be persistent, do not get discouraged, and advocate for more AH in your community.
6. You can also call 211 for help and advice.

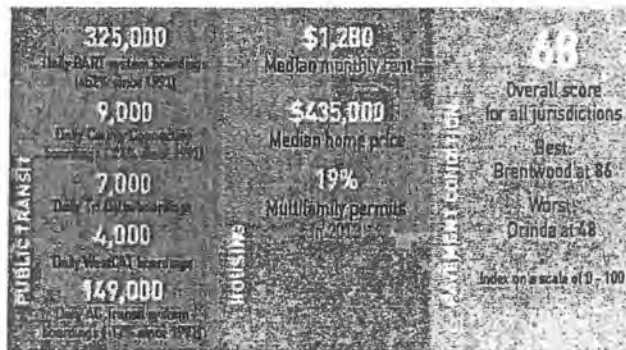
THE FUTURE: *PLAN BAY AREA 2040*

The 1.1 million residents of the County have a strong interest in protecting the wealth of features that make it a magnet for people and businesses. ABAG's *Plan Bay Area 2040* looks forward to a sustainable pattern of regional growth that will help preserve the Bay Area's unique quality of life. The Plan meets the requirements of California's climate law (Senate Bill 375, Steinberg) to decrease transportation-related greenhouse gas emissions and accommodate all needed housing growth within our region's borders.

COUNTY FOCUS

Contra Costa County Today

Plan Bay Area 2040



From 2010 to 2040, Contra Costa County is projected to experience 11 percent of the regional housing growth, adding an estimated 93,390 homes. The County will also take 11 percent of the region's job growth, adding an estimated 70,300 jobs, the majority of which will be in PDAs. Both jobs and housing growth will cluster along San Pablo Avenue in the western part of the County, including Richmond, as well as in the suburbs of Antioch, Pittsburg, Walnut Creek, and San Ramon. The most transformative growth will occur at the former Concord Naval Weapons station, where a new Regional Center with over 17,000 jobs and 12,000 homes will rise near BART.

Contra Costa

- All but three of Contra Costa's jurisdictions have designated PDAs
- PDAs make up 7 percent of urbanized area in county
- Include seven of the PDA Place Types—only "urban neighborhood" is missing

Forecast 2010–2040 Growth in PDAs

2010–2040	% Growth	Share of County
Jobs	60%	59%
Households	115%	61%

Place Type	Number
City Center	1
Employment Center	1
Mixed-Use Corridor	7
Regional Center	1
Suburban Center	5
Transit Neighborhood	9



Plan Bay Area 2040 recommends mixed-income housing production and locally-led planning in PDAs. PDAs are locally identified, infill development opportunity areas within existing communities. They are generally areas of at least 100 acres where there is local commitment to developing more housing along with amenities and services to meet the day-to-day needs of residents in a pedestrian-friendly environment served by transit. To be eligible to become a PDA, an area has to be within an existing community, near existing or planned fixed transit or served by comparable bus service, and planned for more housing.

It is important to note that for purposes of compliance with state law, the requirement is simply that jurisdictions demonstrate that there is adequate zoned capacity by listing possible parcels on which an adequate number of housing units could be built. In other words, these sites are markers for where jurisdictions assure that housing development could go, but not necessarily, where future housing will go. Ultimately, actual development is driven by developer interest, the availability of financing or subsidy sources (in the case of deed-restricted AH), and where developers expect to maximize their investment.

PDAs will play a primary role in accommodating expected future growth. Overall, the existing households in the PDAs will increase 115 percent to over 100,000 households by 2040 while employment in Contra Costa PDAs will increase 60 percent to almost

188,000 jobs. About 60 percent of both new employment and new households will occur in PDAs. To view the PDA interactive website go to:

<http://gis.abag.ca.gov/website/PDAShowcase/>

Conclusion

We can no longer afford to ignore the housing crisis in the County. AH is imperative as we plan for the future. Middle class families and professionals cannot afford to enter the housing market in the communities in which they work. Evicted renters become homeless, because they cannot afford escalating housing cost increases. The Bay Area News Group reports almost daily about the shortage of AH. Cities and counties do not generally build the houses. However, we look to our city and County boards and planners to lead us into a future community where we can all afford to live and thrive.

FINDINGS

- F1. PDAs recognize the importance of housing near transportation and jobs for developing prosperous communities.
- F2. *Plan Bay Area 2040* seeks to combine transportation, jobs and housing as a solution to the needs of our growing population.
- F3. While State law mandates that ABAG conduct the RHNA process, a city is not required to subsidize and/or build the units; it is only required to demonstrate that local zoning will not impede development.
- F4. While State law mandates that ABAG conduct the RHNA process, the County is not required to subsidize and/or build the units. It is only required to demonstrate that local zoning will not impede development.
- F5. Inclusionary zoning programs provide incentives and regulatory waivers to builders and developers who produce both affordable and market rate homes within the same project.
- F6. The city's Inclusionary Housing ordinance helps to provide AH in that city.
- F7. The County's Inclusionary Housing ordinance helps to provide AH in the County.
- F8. Inclusionary Housing Ordinances sometimes include the option for the developer to pay in lieu fees instead of constructing AH units.
- F9. The city supplements the shortage of funds for AH by requiring builders to pay impact fees, in lieu fees, or other construction and remodeling fees.
- F10. Infill costs less to service than new development because it takes advantage of the existing infrastructure.
- F11. The elimination of redevelopment agencies resulted in a reduction of the number of AH units constructed in the city by eliminating a major source of funding for affordable development projects.
- F12. The city delegates to the builder, owner, or management company of AH properties the responsibility for gathering and validating AH clientele information, as well as maintaining lists of potentially interested buyers.
- F13. There is no accessible centralized information source for available AH, which compounds the problems created by the AH shortage for those who are searching for affordable housing.

RECOMMENDATIONS

- R1. The city should consider increasing AH in PDAs.
- R2. The city should consider adopting an Inclusionary Housing Ordinance.
- R3. The city should explore rehabilitating existing housing stock as AH for purchase or rental, and identify funding to do so.
- R4. The County should explore rehabilitating existing housing stock as AH for purchase or rental, and identify funding to do so.
- R5. The city should explore increasing existing "impact fees" or "linkage fees" or enacting such fees in order to generate revenue with which to assist funding of AH.
- R6. The city should consider designating an employee within the city's planning or housing department to coordinate with property management to maintain current waiting and interest lists of available AH and ensure information is posted on the city website, and identifying funding to do so.
- R7. The city should consider seeking federal, state, and local funding sources for AH.
- R8. The city should consider partnering with for-profit and not-for-profit builders to secure land suitable for AH, and identify funding to do so.
- R9. The County should consider seeking federal, state, and local funding sources for AH.
- R10. The County should consider partnering with for-profit and not-for-profit builders to secure land suitable for AH, and identify funding to do so.
- R11. The city should consider undertaking an education initiative in the earliest phase of affordable planning projects in order to alleviate community concerns regarding AH, and identify funding to do so.
- R12. The County should consider undertaking an education initiative in the earliest phase of affordable planning projects in order to alleviate community concerns regarding AH, and identify funding to do so.
- R13. The city should consider identifying all infill and vacant land not in PDAs and encourage use of it for AH through tax incentives, density bonuses, etc.
- R14. The County should consider identifying all infill and vacant land not in PDAs and encourage use of it for AH through tax incentives, density bonuses, etc.
- R15. The city should consider creating an easily accessible, online central repository with all relevant information on deed-restricted housing units to assure that inventory of AH is maintained, and identify funding to do so.

R16. The County should consider creating an easily accessible, online central repository with all relevant information on deed-restricted housing units to assure that inventory of AH is maintained, and identify funding to do so.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
Contra Costa County Board of Supervisors	F1, F2, F4, F5, F7, F10, F13	R4, R9, R10, R12, R14, R16
City Council of Antioch	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Brentwood	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Clayton	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Concord	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Danville	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City of Council El Cerrito	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City of Council Hercules	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City of Council Lafayette	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Martinez	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Moraga	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15

City Council of Oakley	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Orinda	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Pinole	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Pleasant Hill	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Pittsburg	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Richmond	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of San Pablo	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of San Ramon	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15
City Council of Walnut Creek	F1 – F3, F5, F6, F8 –F13	R1 – R3, R5 – R8, R11, R13, R15

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to epant@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

Appendix 1

Contra Costa Civil Grand Jury 2015-2016
Survey re Affordable Housing
December 2015

City:

Person Responding: _____

Contact information:

(email) _____ (phone) _____

What is the "threshold" number of residential units in a development project above which requires affordable housing?

Does (City) require a builder or developer of a new residential project or proposal greater than the "threshold" number of residential units to provide affordable housing within the project?

If not within the proposed project or proposal, is the builder or developer required to provide affordable housing elsewhere within (City)?

What steps, if any, does (City) take to confirm that a builder or developer is complying with its obligation to provide affordable housing as a component of its development in (City)?

What record does (City) maintain regarding compliance by a builder or developer with the obligation to provide affordable housing?

If a builder or developer is required to provide affordable housing elsewhere within (City), who determines and how is the alternate location for affordable housing determined?

Does the city permit payment of funds by the developer or builder "in lieu" of providing affordable housing? If yes, how and when does this occur?

How does (City) calculate the amount of an "in lieu" payment?

Does (City) deposit "in lieu" funds into a segregated or "trust account" specifically for "in lieu" funds? If yes, how are "in lieu" funds tracked or accounted for?

Has (City) received payment of "in lieu" funds within the period 2007-2014? If yes, what is the total \$\$ amount of "in lieu" funds received by the City within the period 2007-2014?

What is the current "in lieu" \$\$ balance held by (City)?

Does (City) have a plan or protocol for the expenditure of "in lieu" funds, including a time frame within which the funds must be spent and an amount of funds to be spent? If yes, and the plan or protocol is included in an ordinance, please cite or refer to the ordinance by number.

Is (City) required to spend those funds on affordable housing within (City) city limits?

What is the total \$\$ amount of "in lieu" funds spent by (City) on affordable housing within the period 2007-2014?

Has any affordable housing been constructed in (City) within the period 2007-2014.

How many units of affordable housing currently exist in (City) in each of the following income categories? Very Low _____ Low _____ Moderate _____ Above Moderate _____

How many units of affordable housing are deed restricted in (City)?

Does (City) maintain a record of inquiries to (City) from candidates for affordable housing? If yes, for how long is such a record maintained?

Does (City) maintain a record of responses to inquiries from candidates for affordable housing and referrals of such candidates to appropriate (City) or private resources? If yes, for how long is such a record maintained?

How does (City) inform candidates for affordable housing that such housing is or will become available within (City)?

Does (City) maintain a central list or waiting list of candidates for affordable housing? If not, is such a waiting list maintained elsewhere or by any entity other than (City)?

If a waiting list is maintained, how many people are currently on the waiting list or lists for affordable housing in (City)?

Has the number of people on the waiting list for affordable housing changed from 2007 to 2014? If the number has increased, by how much? If the number has decreased, by how much?

Does (City) select the management company to manage affordable rental housing within (City)? If yes, what are the criteria used in the selection of the management company? If not, who selects the management company and does (City) have input into the selection of the management company?

What is the name of the management company or companies managing affordable housing within (City)? Does (City) require reporting by the management company or

companies to (City)? If yes, please provide a copy of the most recent report from each management company.

What is the name and contact information of the (City) staff person or department administrator most knowledgeable about affordable housing within (City)?

What are the major obstacles to providing affordable housing within (City)?

How is (City) addressing these obstacles?

CONTRA COSTA COUNTY AFFORDABLE HOUSING POLICIES

City	Commercial Under-impacts	HOUSING IMPACTS	Inclusionary zoning/Inclusionary	Density bonus/Ordinances	GENERAL TRUST	HOUSING	All 912 HOUSING COMPLIANT	Final Budget	HOUSING PRODUCTION	PROGRESS
Antioch	Yes	YES	No	YES	YES	No	Yes	Yes	Yes	Yes
Bennington	Yes	YES	YES	Yes	No	No	Yes	Yes	No	Yes
Cheyenne	No	NO	UC	Yes	No	No	Yes	Yes	No	Yes
Concord	No	NO	YES	YES	No	Yes	Yes	Yes	Yes	Yes
Dalyville	No	NO	YES	YES	No	No	N/A	N/A	Yes	Yes
El Cerrito	No	NO	YES	Yes	No	No	N/A	N/A	Yes	Yes
Hayward	No	YES	YES	YES	No	No	N/A	N/A	Yes	No
Livermore	No	NO	No	UC	No	No	Yes	Yes	No	No
Markham	YES	YES	No	YES	No	No	NO	Yes	Yes	Yes
Moraga	No	NO	No	YES	No	No	No	Yes	Yes	Yes
Oakley	No	NO	YES	YES	YES	Yes	Yes	Yes	No	No
Orinda	No	NO	No	YES	No	No	N/A	N/A	Yes	Yes
Pittsburg	YES	YES	YES	YES	No	No	N/A	N/A	Yes	No
Pleasant Hill	No	YES	YES	YES	No	No	N/A	N/A	Yes	Yes
Richmond	YES	YES	YES	YES	No	No	Yes	Yes	Yes	Yes
San Pablo	No	YES	YES	YES	YES	Yes	Yes	Yes	Yes	No
San Ramon	Yes	NO	YES	YES	No	No	Yes	Yes	Yes	Yes
Walnut Creek	YES	YES	YES	YES	No	No	Yes	Yes	Yes	Yes
Contra Costa County Unincorporated	No	NO	No	YES	No	No	Yes	Yes	Yes	Yes

UC= Under consideration
 N/A=Info Unavailable



Agenda Date: 9-20-2016

Agenda Item: 3e

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 20, 2016

SUBJECT: CITY RESPONSE TO CIVIL GRAND JURY REPORT NO. 1615

RECOMMENDATION

It is recommended the City Council consider the prepared City response regarding Civil Grand Jury Report No. 1615, "Truancy and Chronic Absence in Contra Costa County Schools"; and subject to any Council modifications to the proposed response, by Consent Calendar minute motion approve the Exhibit as the City's official response and authorize Mayor Geller to sign the cover letter.

BACKGROUND

A Civil Grand Jury is commissioned annually in Contra Costa County to investigate city and county governments, special districts and certain non-profit corporations to ensure functions are performed in a lawful, economical and efficient manner. Pursuant to *California Government Code* Section 933.5(a), whenever a civil grand jury issues a report that involves matters within a particular municipality's jurisdiction or area of responsibility, the respective city is required to respond in writing and in accord with a specific response format.

On June 24, 2016, the FY 2015-16 Civil Grand Jury of Contra Costa County released a Report directed to all nineteen cities within the County in addition to the County Office of Education and the various public school districts within the County. Report No. 1615 researched issues and consequences associated with juvenile truancy rates at schools.

Civil Grand Jury Report No. 1615 concluded with nineteen (19) Findings and seventeen (17) Recommendations requiring structured responses by each of the listed respondents. Attached are staff's recommended response and a draft letter for the City Council to consider and approve constituting our City's official response to Civil Grand Jury Report No. 1615. The City's response to this particular Report is due by September 30, 2016. As noted on page 26 of the Report, our City's response is limited to Findings No. 11-12 coupled with a reply to Recommendation No. 17.

FISCAL IMPACT

None directly. However, there are certainly indirect staff costs and direct time incurred in responding to Civil Grand Jury Reports, Findings and Recommendations. Further, expenses will be incurred in setting and holding a public discussion on the merits of enacting a local ordinance instituting a daytime curfew for juveniles within the city.

- Exhibits: A. Proposed City Response and Cover Letter [3 pp.]
B. Civil Grand Jury Report No. 1615 and accompanying Cover Letters [34 pp.]



EXHIBIT A

COMMUNITY
DEVELOPMENT (925) 673-7340
ENGINEERING (925) 363-7433

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250
TELEPHONE (925) 673-7300 FAX (925) 672-4917

City Council
HOWARD GELLER, MAYOR
JIM DIAZ, VICE MAYOR
KEITH HAYDON, COUNCILMEMBER
JULIE K. PIERCE, COUNCILMEMBER
DAVID T. SHUEY, COUNCILMEMBER

September 21, 2016

VIA U.S. REGULAR MAIL AND
REQUESTED EMAIL TO: epant@contracosta.courts.ca.gov

Michael Simmons, Foreperson
Civil Grand Jury 2015-16, Contra Costa County
725 Court Street
P O Box 431
Martinez, CA 94553-0091

Re: City Response to Civil Grand Jury Report No. 1615

Dear Mr. Simmons:

Pursuant to a letter dated June 24, 2016 addressed to members of the Clayton City Council pertaining to Civil Grand Jury Report No. 1615, "Truancy and Chronic Absences in Contra Costa County Schools," attached is the City of Clayton's official response as required by applicable law.

We appreciate the Civil Grand Jury's effort in researching this subject.

Sincerely,

DRAFT

Howard Geller
Mayor

Attachment: 1. City Reply to Civil Grand Jury Report No. 1615 [2 pp.]

cc: Honorable Clayton City Council Members
Honorable John T. Laettner, Judge of the Superior Court



CITY OF CLAYTON RESPONSE TO
CIVIL GRAND JURY REPORT NO. 1615
“Truancy and Chronic Absence in Contra Costa County Schools”
2015-16 CONTRA COSTA COUNTY CIVIL GRAND JURY

The City of Clayton, California provides the following response to Civil Grand Jury Report No. 1615, “Truancy and Chronic Absence in Contra Costa County Schools”, issued by the 2015-16 Civil Grand Jury of Contra Costa County on 24 June 2016. Pursuant to page 26 of the Report, this City is required to respond to Findings No. 11-12 plus Recommendation No. 17, adhering to format guidelines prescribed by the California Penal Code (Section 933.05).

FINDING

11. *The city does not have a daytime curfew.*

City Response

The City of Clayton agrees with the Finding.

12. *The city that has and enforces a daytime curfew sees less daytime and juvenile crime.*

City Response

The City of Clayton agrees with the Finding, having no cause to disbelieve the conclusion.

#

RECOMMENDATION

17. *The City should consider adopting a policy to promulgate, enforce, and promote a daytime curfew.*

City Response

The recommendation requires further analysis.

It is this City’s presumption the vast majority of juveniles who are truant are high school students. Clayton does not have a public or private high school campus located within its jurisdiction and local law enforcement has not observed patterns of truant juveniles in this city. Acknowledging that Clayton residents do have juveniles attending the nearest high school in the neighboring city of Concord (i.e., Clayton Valley Charter High School), the Clayton Police Department does believe having students attend daytime school can reduce the likelihood for juvenile crime and victimization to occur within this city.

Consensual contact with individuals who are believed to be truant is an available law enforcement policy employed at this time by the Clayton Police Department. Whether developing a regulation or local law to assist sworn officers with an additional proactive tool to deter or prevent juvenile crime, and improve the well-being of resident juveniles, is a matter warranting further policy discussion and evaluation. Partnering with the Mt. Diablo School District and the Charter High School governing bodies and administrations, along with collaborative efforts with surrounding police agencies, may result in an equally effective and proactive approach to curbing juvenile truancy as the Report's recommended enactment of a daytime curfew.

The City will publicly discuss the merits of a daytime curfew ordinance before 24 December 2016.

#



EXHIBIT B

June 24, 2016

Councilmember Julie K. Pierce
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Ms. Pierce:

Attached is a copy of Grand Jury Report No. 1615, "Truancy and Chronic Absence in Contra Costa County Schools?" by the 2015-2016 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

In accordance with Section 933.05(a), the responding person or entity shall report one of the following actions in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please ensure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **September 30, 2016**.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to epant@contracosta.courts.ca.gov.

Please confirm receipt by responding via e-mail to epant@contracosta.courts.ca.gov.

Sincerely,

Michael Simmons, Foreperson
2015-2016 Contra Costa County Civil Grand Jury

Grand Jury

**Contra
Costa
County**

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091



Received

JUN 30 2016

City of Clayton

June 24, 2016

Garry A Napper
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

Dear Mr. Napper:

Attached is a copy of Grand Jury Report No. 1615, "Truancy and Chronic Absence in Contra Costa County Schools?" by the 2015-2016 Contra Costa County Grand Jury.

This report is informational only.

Sincerely,

Michael Simmons, Foreperson
2015-2016 Contra Costa County Civil Grand Jury

Enclosure

Received

JUN 30 2016

City of Clayton

A REPORT BY
THE 2015-2016 CONTRA COSTA COUNTY GRAND JURY
725 Court Street
Martinez, California 94553

Report 1615

**TRUANCY AND CHRONIC ABSENCE
IN CONTRA COSTA COUNTY
SCHOOLS**

Empty Desks = Empty Futures + Full Prisons + Big Dollar Losses

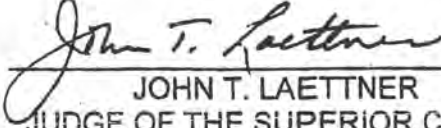
APPROVED BY THE GRAND JURY:

Date: 6/14/16


MICHAEL SIMMONS
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: 6/15/16


JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report 1615

Tuancy and Chronic Absence in Contra Costa County Schools

Empty Desks = Empty Futures + Full Prisons + Big Dollar Losses

TO: Contra Costa County Office of Education; District School Boards for Acalanes Union High, Antioch Unified, Brentwood Union, Byron Union, Canyon, John Swett Unified, Knightsen Elementary, Lafayette, Liberty Union High, Martinez Unified, Moraga, Mt. Diablo Unified, Oakley Union Elementary, Orinda Union, Pittsburg Unified, San Ramon Valley Unified, Walnut Creek, and West Contra Costa Unified; City Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pleasant Hill, Pittsburg, Richmond, San Pablo, San Ramon, Walnut Creek

SUMMARY

Every school day, thousands of students across Contra Costa County (County) are absent from school. Based on truancy rates in the 2014-2015 school year, the public schools in Contra Costa County were ranked among the worst, 46th of 58 California counties. Out of 180,000 students in the County, 10,000 of them had at least three unexcused absences during the school year—the definition of “truancy”. Those who were “chronically absent”—that is, absent for any reason 10 percent or more of the school year, were an even larger number.

Elementary schools in the County also ranked last out of nine local counties in the truancy rate, with a truancy rate of 28.6 percent. This bodes poorly for our future correction of the problem as most of these elementary truants develop poor attendance habits for the rest of their school lives.

These empty school desks have deep social and fiscal impacts on Contra Costa County. For example, 83 percent of chronically absent students in kindergarten and 1st grade are unable to read at grade level by 3rd grade, and are four times more likely to drop out before high school graduation. Furthermore, 80 percent of the young adults in the justice system were truant or chronically absent students. Their detention in the legal system now costs the County millions of dollars.

Additionally, chronic absenteeism causes a severe loss of funding to the schools. The State reimburses schools based on a formula heavily weighted to the attendance of each student. The County lost over \$36 million in school funding in the 2014-2015 school year due to students absent from school. This funding loss not only affects those students who are absent, but also reduces funding for the rest of the students, and deprives the County of needed money for deserving school programs.

Students missing from school not only miss gaining an education, they also miss learning important life/work skills. Chronic absence from school has links to other negative consequences for the County, including increased daytime crime, unemployment, higher prison populations, and increased social service costs that drain County resources. Young people lacking a high school diploma face much higher odds of life as a County dependent rather than as a positive contributor to the community.

This report discusses the fundamental reasons for truancy and chronic absenteeism from school. We outline current anti-truancy programs and what needs to be done in the future to better address the problem.

Simply put, the missing student is both the problem and the answer. Solve why the student is absent and find the means and resources to help them stay in school. Increased student attendance means more funding to the district so any modest improvement pays the district back with increased revenue and student achievement.

In short, this report emphasizes the need to invest in our children now and help give them a future, or pay for it later with lower graduation rates, higher prison populations, and social service costs to last a lifetime. If we fail these students, we also fail ourselves.

METHODOLOGY

The Grand Jury conducted an eight-month investigation, consisting of interviews, individual school district surveys, and research.

Those interviewed included the following:

- County School officials;
- School District administrators;
- Law enforcement officials;
- Local family counseling agencies who assist students with attendance issues
- Nationwide Non-Government Organizations (NGOs) that work on attendance initiatives and grant funding;
- Local NGOs, who are in partnership with the County to improve attendance rates in our schools and provide educational programs for struggling students;

Research materials included the following:

- California Attorney General's 2013, 2014 & 2015 Report on California's Elementary School Truancy & Absenteeism Crisis – "In School + On Track 2015"
- California Department of Education (CDE) data
- Review of current attendance programs and successful attendance tracking tools
- Past Grand Jury reports from other counties
- "Truancy and Schools" by Ken Reid
- 1999 KidsData.com (a national resource for information and statistics about kids in the County)
- Program materials from "Attendance Works", a nationwide initiative to promote best practices for increasing school attendance

The Grand Jury also attended truancy and parent court proceedings.

BACKGROUND

Nationwide studies show that as many as 7.5 million students are chronically absent from school each year. In California, one in five elementary school students are truant based on data from the California Department of Education. Furthermore, a report published by the California State Attorney General, Kamala Harris, *In School + On Track 2015*, estimates that statewide, 8 percent of elementary school students are chronically absent.

There is an important difference between "truancy," which is an unexcused absence covering more than three days in a school year, and "chronically absent," which means any absence, whatever the reason, that covers more than 10 percent of the school year, or roughly two days a month. Students who are chronically absent from school endanger their futures and sow seeds of future costs and problems for the County.

Time away from the classroom hurts a student's chances to succeed in life. Students who miss school may face lifelong economic consequences. Studies show that chronically absent students feed the school to prison pipeline. Over 80 percent of prison inmates were truant or chronically absent when they were students.

While success in school is dependent upon many factors, being present every day is critical, particularly for low-income students and minority students, who face a variety of educational barriers. Truancy and chronic absences is a distinct predictor of low student achievement and high school dropout rates.

Important warning signs can be seen as early as pre-K and kindergarten-age children who show a pattern of chronic absences. Studies show that this pattern predicts poor attendance and academic performance in later grades. Over 80 percent of chronically absent students in kindergarten and 1st grade are unable to read at grade level by the

3rd grade and are four times more likely to drop out than children who can read at grade level. By 6th grade, chronic absence is a leading indicator that a student will drop out of high school. By 9th grade, chronic absence is even a better predictor of dropout rates than 8th grade test scores.

Consequently, keeping children in school and learning at the earliest grade levels is key to creating good attendance habits and keeping students on pace with their classmates. Yet, many elementary students miss valuable learning time due to chronic absenteeism, and develop a damaging pattern that continues through later years.

DISCUSSION

The County school system consists of 18 school districts located from Richmond to San Ramon to Byron. Including, special education, charter schools, and continuation schools, there are approximately 180,000 students from kindergarten to 12th grade. Each year approximately 60,000 of these students are chronically absent and/or truant.

The County's school districts have a diverse economic and ethnic makeup. This diversity is reflected in truancy and student absentee rates. For example, the Richmond School District has the lowest per capita income levels in the County and the lowest attendance rate: approximately 62 percent. On the other hand, the San Ramon Valley School District has one of the highest per capita incomes and the highest attendance rate at 97 percent.

Not surprisingly, the State has given special financial assistance to low-income districts through the "Local Control Funding Formula" (LCFF) program. Most funds for school operations are no longer supplied from local property and sale taxes. Instead, the State funds education district-by-district using a system of identifying and funding triggers with a base funding level. There are funding boosts if the students live in a low-income school district or in a district with high numbers of English as second language (ESL) learners versus a more affluent district with relatively few ESL students. A key part of the funding formula for all districts, however, is average daily attendance (ADA) that must be tracked and reported to the State.

Given how schools are funded, financial loss to a school from chronic student absences can be severe. The cost of running a school is fixed. Teachers, administrators, janitors, maintenance workers, bus drivers must be paid regardless of the number of students that show up. Other fixed costs include building utilities and maintenance. Consequently, for both educational and fiscal reasons school administrators say, "Our goal is to make sure every student is in class and getting the education they deserve."

Weaknesses in the Current System for Improving Student Attendance

Despite the importance of tracking and promoting higher school attendance, complete and accurate data about schools' rates of chronic absenteeism does not exist. In the

absence of this information, other indicators, including truancy rates (which are reported), are used as proxies for the chronically absent rates. The focus of this report is “chronically absent” students who are missing more than 10 percent of the school year. Various studies show that in the County, similar to the state and nation, the students who are chronically absent from school are those most likely to fail to graduate, to enter the welfare rolls, or to wind up in prison. High “chronically absent” rates also have a severe financial impact on the County and its school districts. In 2015, Contra Costa County school districts lost an aggregate \$36,029,637 of State ADA funding solely because of the number of students absent from class.

Comparative data on truancy rates also reveal a disturbing picture for the County. The truancy rate for the County’s students exceeds the statewide truancy average and the average for nearby Alameda County. In fact, Contra Costa County ranked one of the worst, 46 out of 58 total counties in the State for their truancy rate in the 2014-2015 school year.

Truancy Rates 2014-2015 School Year	Percent of student population
California	31.1
Alameda County	27.0
Contra Costa County	38.9

There are many causes for truancy and chronic absences. Diverse and complex reasons make it difficult to create a one size fits all solution. Each student has a unique history and some need very personalized support or incentives to improve their attendance patterns. The most effective programs are those that take an early intervention and holistic approach that includes careful evaluation of each individual student, including his or her family circumstances, ethnic background, English language skills, physical or mental challenges and individual aptitude levels.

Personalized student programs of this kind and the needed support to facilitate them cost money and require passionate individuals who make attendance their priority. Personalized programs show the most promise of yielding results that can put a student on a better path to success in school, thereby lessening the probability that the student will one day become a future burden on the community.

However, implementing and maintaining successful programs to improve attendance is not easy. As one administrator put it, “there are so many tasks required of our teachers each day already” and another explained, “For decades a student’s attendance was taken, not tracked and evaluated.” In general, schools are dealing with many issues. Focusing on daily attendance patterns, prevention and awareness often competes with other priorities for funding and attention by school administrators. Such competing

priorities and limited resources are the biggest challenges to overcome in programs to improve student attendance rates.

Information Gaps Exist

While individual school districts in the County collect some data on chronically absent students, the districts are not required to report this data to a central office in a consistent format. That means the collected data is not aggregated and shared countywide. California is one of only four states in the nation that does not have a statewide attendance tracking system.

With the passage of the Local Control and Accountability Plan (LCAP), California Education Code section 15497, in 2013, each school district is now required to develop a goal-oriented local plan to improve district schools in eight priority areas, one of which is to promote student engagement to improve attendance rates. The plans are to be developed by teachers, parents, and others in the community. Although the introduction of the LCAP requirements appears to have led to some modest attendance improvements in the County, gaps still exist in the processes and infrastructure used by the school districts to improve student attendance rates. One of the key gaps is a lack of centralized and detailed data collection on chronic absence rates.

Without good data to reveal the depth of the problem, other key data indicators must be used to get a better understanding of the chronic absence problem. Each of these indicators has been linked, either positively or negatively, to chronic absence rates. These indicators are the following:

- High school graduation rates;
- Economically disadvantaged/advantaged locations;
- Students' academic achievement at grade level;
- Truancy and parent court statistics; and
- Existing programs- impact and success rates of improving attendance.

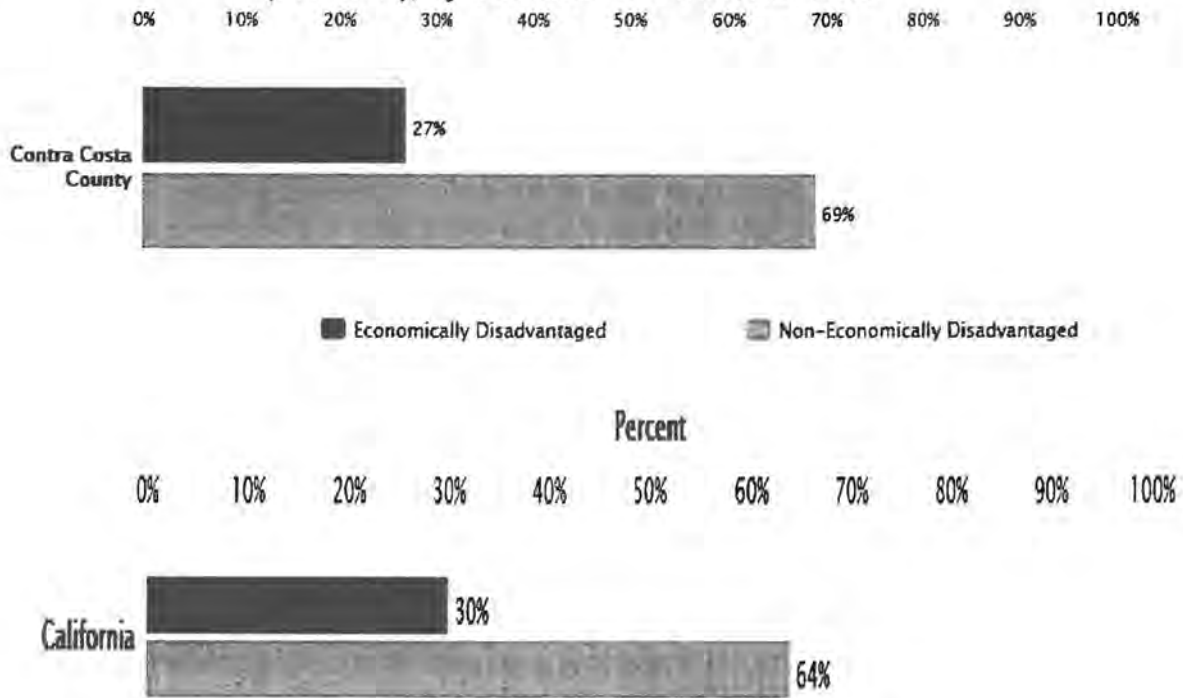
High school graduation is the benchmark, not only for an individual's future prosperity, but also for the prosperity of a county. In the County over 8 percent of 12th graders did not graduate last year. Data is not currently available to know how many of those non-graduates were chronically absent or truant. However, the law now requires school districts to collect and report this data.

Economically Disadvantaged Students

In certain school districts within the County, there are a significant number of families and students who struggle financially and are considered economically disadvantaged. The available data suggest that economically disadvantaged students are more likely to struggle with attendance since they face more challenges in getting their basic needs met. These students are at greater risk of being absent and not reading at their grade level in the early years.

The bar graph below shows that 73 percent of the economically disadvantaged students in the County are below the standard achievement rank for their grade level in English and Language Arts and are at risk for becoming dropouts. On the other hand, only 31 percent of the County's *non-economically disadvantaged* youth fail to meet the standard. In fact, the County's non-economically disadvantaged youth exceeded the state average for their peers in these same proficiency tests.

Students Meeting or Exceeding Grade-Level Standard in English Language Arts (CAASPP), by Socioeconomic Status: 2015



Chronic absences among economically- disadvantaged students are of particular concern because the patterns show they are likely to be struggling academically compared to their peers.

To address problems affecting students in economically disadvantaged districts, the State is now requiring school districts to report designated at-risk-student groups along with their ADA (Average Daily Attendance) reports. The State provides additional funding to districts based on the percentage of disadvantaged students who fall into the specified subgroups. Districts may use such additional funds for additional teachers, health programs, counseling, campus security, resource officers, and even meal assistance. This additional funding is provided through LCFF. More funding, of course, does not alone assure a solution to the chronic absence problem in the economically

disadvantaged districts. The key to improving the matter is applying such funds to the needs of each district. For example:

1. The school district may need to address real and urgent social issue in a child's life, such as family abuse or neglect.
2. The student may have an urgent need for food and shelter.
3. The student may have medical or other health issues that need attention.
4. The student may need bus passes if the family has no transportation options readily available.
5. The student may need counseling or other special services.

Child Services is called in severe cases. At times, the chronic absence of a student is the only sign that something is wrong in the student's home, although there are many more underlying problems.

Even with additional funding under the LCFF formula, the economically disadvantaged districts have distinct challenges. The chronically absent rates in these districts are still higher than in the more affluent districts like San Ramon Valley and Orinda Union that receive little to no special LCFF revenues. The data suggest that family and demographic factors play a larger role than simply school funding in contributing to student absentee rates.

All of this underscores the importance of setting the right priorities for funding programs to improve school attendance. The key to any program's success is focus and effectiveness. To help get a student back on track and to "beat the odds" arising from chronic absence from school will depend heavily on tailoring programs that address the particular needs of the student--whether the barrier is family problems, financial barriers, psychological issues or language challenges.

Inconsistencies among School Districts' Attendance Programs

The County's school districts do not have compatible systems to track student attendance nor do they have a common protocol to analyze the attendance of each student. Thus, it is difficult for County education leaders to identify those students who are chronically absent. Without such information, education leaders have difficulty pinpointing students who need assistance.

The problem is not unique to Contra Costa County. There is no standard attendance tracking system for the County or the State. Instead, each district has an independent tracking system for the students in their districts. This attendance information is only shared if requested, at which time it is uploaded or, in some cases, hand entered into another system.

The lack of standard tracking tools has particular impact on foster youth and homeless students since they are more transient and harder to track. School districts such as Mt.

Diablo Unified School District have an administrative team to help foster youth with their school placement and the subsequent adjustment to the new school. However, other districts do not have such a team in place. As districts do not have standard graduation requirements and do not assign the same credit value for classes, it is more challenging to assist foster youth to plan for graduation as these youth often transfer between districts.

If each school district had an effective tracking system to identify the chronic absence problem and strong infrastructure in place, it would help those students most in need. If data from the system were accessible at a central County office, trends and particular problems identified could be shared with other districts as appropriate. Through better data collection, each school should be able to more quickly identify a student struggling with attendance and step in before they are too far off track.

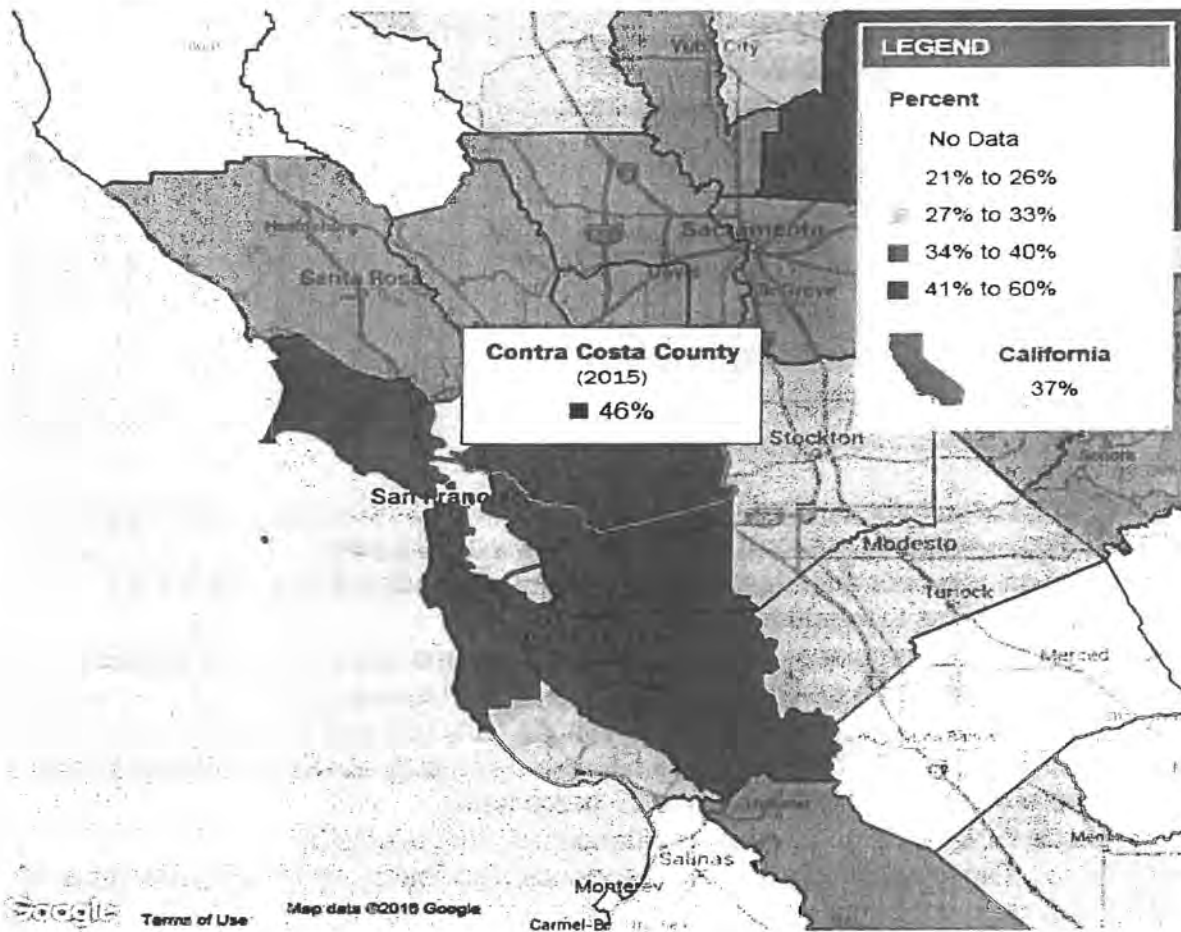
The Special Problem of Elementary School Absences

Studies have shown that a pattern of absences at an early age in school can set a downward path that a student may not be able to make up later. Despite these findings, many parents believe that elementary school absences are not as serious a matter as absences in later school years. The most common parental misconceptions are the following:

1. Regular attendance in grades K-3rd grade is not as important as in later years.
2. Students will catch up in school before they get to high school.
3. Missing consecutive days is more harmful than just a few days here or there.
4. As long as the parent approves of the reason for the absence, it should not be as serious a concern.

These misconceptions may have contributed to less than 50 percent of the County's 3rd grade students achieving a grade-level reading score. The map on the following page shows that only 46 percent of all public school students in the County are reading at grade level by the 3rd grade.

Students in Contra Costa County reading at grade level by 3rd grade



Data Source: California Dept. of Education, California Assessment of Student Performance and Progress (CAASPP) results (Nov. 2015)

The studies show that students not reading at grade level by third grade are four times more likely to drop out later and fail to graduate from high school.

School officials and educators agree, "When students are truant or chronically absent from elementary school, they fall behind academically." They are less likely to graduate from high school, and are more likely to be unemployed, on public assistance, and victims or perpetrators of crime.

Elementary school truancy is a serious problem in the County; the County ranked at the bottom of the nine Bay Area counties with an elementary school truancy rate just over 28 percent. The chart on the following page shows the truancy rates for all Bay Area counties compared to Contra Costa County.

County	Elementary school truancy rate
Alameda	23.8%
Contra Costa	28.6%
Marin	10.7%
Napa	6.2%
San Francisco	22.7%
San Mateo	12.9%
Santa Clara	14.4%
Solano	18.6%
Sonoma	11.9%

Source: California attorney general

An important case study reached the following conclusions about high school student dropout rates in relation to chronic absences in early school years:

- Recognizing poor attendance patterns early and finding a way to solve the problem helps more students graduate.¹
- Students with regular elementary and middle school attendance graduated 95 percent of the time and had less than a 5 percent dropout rate.
- Students with a good attendance rate in the early years of school, but who begin to disengage in 5th and 6th grades became chronically absent in later years and drop out of high school at about a 25 percent rate.
- Students who start out with poor attendance, take two paths:
 - Those who improve their attendance significantly by 8th grade drop-out 10 percent of the time.
 - Those whose attendance become worse by 8th grade drop-out 20 percent of the time.

What Programs and Tools Work to Improve School Attendance?

An effective plan to improve school attendance and reduce the chronically absent rate in the County's schools must include the following:

1. Individual Improvement Plans: Tailor attendance improvement plans for each individual chronically absent student, recognizing that each case is unique.

¹ See Jason Schoeneberger's 2012 study, "Longitudinal Attendance Patterns Developing High School Dropouts" This study shows the importance of building good attendance habits in the early grades and continuing to attend school regularly through middle school. While emphasizing the dangers for the student of the odds of graduating dropping dramatically in cases of chronic absence in the elementary years, it did offer some hope for those who achieve an attendance turnaround by the 8th grade.

Students have different problems depending on their family's financial circumstances; their English language skills; conflicts that may exist in their homes; the parenting skills and encouragement provided by their parents or caregiver; mental or physical challenges; and medical issues.

2. Emphasize Importance of Attendance in Elementary School: As noted, patterns and habits of regular attendance—and their disturbing counterpart, chronic absence—start in elementary school with consequences that can be far-reaching.
3. Make Regular School Attendance a Priority Goal in School and District Budget Plans: Schools and the school districts need to focus attention and resources on improving regular attendance. Higher attendance rates lead directly to higher state education grants that are tied to ADA rates. Districts should recognize that the "return on investment" for spending on programs to improve school attendance reaps rewards financially, as well as in better futures for the students and the community.
4. Improved Absence Tracking Systems: To measure improved attendance results and to help verify which programs work, the districts need accurate and easily accessible data in order to track attendance patterns by school. Each district also needs details on how each school used their LCCF funding to improve attendance.
5. Build Community and Parent Support: The County, cities, and districts should take initiatives to educate and inform the public of the importance of improving school attendance—for better student futures, for better and stronger communities, and for the increased financial support that will flow to their community schools from state funding.

This report explores below in more detail the programs that have worked to improve school attendance.

Individual Improvement Plans - SART and SARB

There are state laws in place that provide some frameworks to meet the special needs of students with school attendance problems or school behavior problems. The key components of this framework are the "School Attendance Review Team (SART) and the "Student Attendance Review Board" (SARB) processes. The SART and SARB process is set forth in the State Education Code sections 48320 through 48325. The law was enacted to enhance the enforcement of compulsory education laws and to divert students with school attendance or behavior problems from the juvenile justice system until all available resources have been exhausted.

Education Code Section 48321 provides several organizational structures for School Attendance Review Boards (SARBs) at the local and county level to create a safety net for students with persistent attendance or behavior problems. Although the goal of SARBs is to keep students in school and provide them with a meaningful educational experience, SARBs do have the power, when necessary, to refer students and their

parents to court, the county probation department, or to a district attorney mediation program.

Elements of the SART and SARB processes have shown promise in reducing chronic absenteeism rates. The SART process is an early intervention process for cases of chronic school absences that takes effect before the SARB process begins. During the SART process the student and his family (parents) meet with school representatives (typically a counselor, the Child Welfare and Attendance representative, the principal and/or vice principal, and anyone else at the school who may be relevant to the case) to discuss the reasons for the chronic absenteeism of the student.

The family and student are then assessed by the SART team to determine the root cause of the attendance issues. The team compiles an individual action plan to make improvements. The plan may include special tutoring, or even basics such as providing a bus pass for transportation to and from school. The SART team typically asks for a contract of commitment to attend school, which is signed by the student and his or her parents.

If a student's attendance does not improve after the SART process has completed, he or she is designated a "habitual truant". The student and his or her parent/guardian may then be required to attend a SARB hearing. The SARB's function is to act as the last step before schools engage with prosecuting authorities to deal with the truancy issue.

At a hearing, SARB committee members identify the core problem and its contributing factors through discussion with the parents of the truant student and the student. The objective is to tailor strategies to improve the student's attendance. By doing so, the SARB members can determine if available community resources – such as County health care services, County welfare services, nutritional counseling or alternative transportation options – can resolve the truancy problem.

If a SARB determines that available community resources can resolve the attendance problem, the SARB will refer the student and parent to the relevant service providers and may require proof of participation in those services.

In practice, the parents also enter into a SARB "contract;" its main goal being to improve student attendance. If a parent fails to respond to the directives of a SARB, either by failing to attend the SARB hearing in the first instance or failing to comply with the SARB contract, the SARB will generally refer the matter for criminal prosecution.

Students and parents in the County who disregard or ignore the SARB process and are still chronically absent are then directed to the County's "new parent" court or, for high school students, teen truancy court.

Truancy court meets twice a month in downtown Martinez. The tools the judge employs to encourage school attendance are limited to the resources available in the County.

These include a delay in obtaining a driver's license, 25 hours of tutoring, sessions with a mental health counselor, drug education and cognitive behavior modification classes on Saturdays (Stay Alive at 25).

Some students still resist and the Court, in extreme cases, may require ankle monitors attached to the high school age student to track them during the school day. The DA's Office has an investigator who then monitors the student's whereabouts during school hours. These tracking methods appear to have had some success as they provide the student a ready excuse to avoid hanging out with the wrong crowd, and instead, attend class.

The elements of the SART, SARB and truancy court processes that have been the most effective in combating truancy are those that focus individually on the problems faced by each student, and then are reinforced by intervention from the school representatives or, in the extreme cases, by a superior court judge through the truancy or new parent court.

West Contra Costa Unified School District (WCCUSD) once had a teen truancy court in Richmond. This court facilitated attendance by parents and students in the district who are struggling with regular attendance. Without having a local teen truancy court, fewer referrals come in to Martinez from WCCUSD. The new parent court in Martinez has a high caseload that could be better managed if there were additional court locations and staff available to facilitate the program.

Engage at Elementary School Level

As noted above, the importance of good attendance habits during the student's elementary school years is often overlooked. Emphasizing individual action plans to address the early stages of truancy at county school districts can be part of the solution. Elementary-aged students are generally relatively willing to cooperate in initiatives to encourage school attendance, provided they have family support. The districts, in turn, can take the steps necessary to focus family attention on the importance of early school attendance and assist families in overcoming any financial or logistical hurdles that may prevent their child from getting to school on a regular basis.

Make Regular School Attendance a District Budget Priority.

As previously emphasized, the missing student is the answer to the missing funds. Solve why the student is absent and find the money to help them stay in school. Increased student attendance means more funding to the district so any modest improvement pays the district back with increased revenue and student achievement.

While 100 percent attendance is virtually impossible according to school administrators, achieving an incremental improvement of one percent can be a difficult (but achievable) task. Even a one percent increase in a school's ADA rate could add substantially to that school's funding. Most school districts that report spending less than \$50,000 on truancy

and chronic absence programs, recouped between \$500,000 and \$1 million dollars in ADA funding because of modest investments in awareness and prevention programs. Accordingly, making improved school attendance a budget priority should pay for itself. It may well, if successful, even result in additional much needed funds for the school district budget—a “win-win” for all concerned.

Despite the very attractive return on investment (or multiplier effect) from investing in programs to improve school attendance rates, most of the school districts have little to no general fund budget for attendance tracking, truancy prevention tools or truancy awareness programs. Districts that qualify through LCFF funding criteria for millions of dollars to help support students in improving their attendance are the rare exceptions.

These funds target specific subgroups and provide critical resources and programs for those students most at risk. However, even those LCFF funded districts do not appear to have systems in place that accurately track chronic absenteeism or that analyze what aspects of their programs are most effective in improving attendance and the annual cost of these programs.

School districts that do not qualify for special LCFF or federal funding to combat chronic absenteeism have to fund and implement their own support programs. The number of students in need in the latter districts is generally less, reflecting the smaller number of economically disadvantaged students. However, these students are at risk of being left behind if the districts do not fund such support programs.

Most truancy programs have factors in common. They identify the family as the primary source of a student’s attendance problem and operate on the assumption that the sole effective solution to getting the student back on track is uncovering and then removing the barriers preventing regular attendance.

Some programs are effective in helping students get back on track and stay there. However, since the COE has few programs and limited funding, it is up to the school districts and the COE to prioritize their spending on the most effective programs.

The truancy court run by the Contra Costa County Superior Court has an effective partnership with the Lincoln Child Center. The Center provides hands-on family counseling services that have been highly effective in reducing chronic absenteeism. They provide everything from help in finding housing to mental health care for the student. However, these types of programs are expensive because of the depth of care and resources needed to assist the families. For some students, Medi-Cal benefits fund half of Lincoln Child Center fees. However, this leaves these vital programs vulnerable with only short term funding and a complete dependence on non-profit contributions to sustain temporarily these vital programs.

There is no long-term plan to guarantee ongoing funding for NGOs like the Lincoln Child Center. Yet funding of these NGOs by school districts would be a very wise investment

if they in fact increase school attendance. Such funding would ultimately pay for itself by lowering rates of chronic absenteeism, and by increasing ADA funding.

These programs provide a valuable service to the students who are most in need, yet they could help even more students if they were expanded. Without these types of programs, the County is likely to lose ADA funding and without assistance, many of these children are not likely to graduate.

Effective Data Collection and Software

All of the school districts in the County use a computer based attendance-tracking system. Each teacher records whether a student is present or absent on a desktop computer screen. The information is uploaded into the master computer in the school front office. If the teacher forgets to collect attendance, the front office notifies the teacher before the end of the day to do so.

Some of the school districts use the "Aries Attendance Tracking" system. Other districts such as WCCUSD use "Power School" and San Ramon Unified School District uses "Infinite Compass". Each system has its pros and cons, and the cost of the systems varies.

Regardless of the system used, an effective anti-truancy program relies on prompt analysis of attendance data to discern problems and trends. Ideally, the analysis should be performed at the school and individual student level. One such initiative—the "Attendance Works" initiative—offers just such analysis and data tracking.

"Attendance Works" is a nationwide nonprofit initiative that offers assistance, best practices, and attendance tools to help school districts improve attendance in their districts. They work with large governmental agencies such as the US Department of Education, the State Department, and even the White House to get grant funding for improving attendance. They help school districts across the country write grant applications to secure funding for attendance programs, counselor's tools, materials to prevent absenteeism, and awareness about the importance of school attendance.

With the help of Applied Survey Research, "Attendance Works" uses self-calculating spreadsheets for school districts called the "District Attendance Tracking Tools" (DATTs). The companion tools are the "School Attendance Tracking Tools" (SATTs), which provide school-level analysis down to the individual student level.

DATTs and SATTs are Excel files embedded with formulas, tables, and charts, designed to work with a school's student information system. School districts can upload attendance data and receive analysis of chronic absence rates by school, grade and racial/ethnic breakdowns, as well as a list of absentee students. While they do not replace a district's regular data system, the Attendance Works tools are helpful for

providing a snapshot of the levels of chronic absenteeism in the school or district and the ability to view information in real time to address the issues quickly.

The DATT and SATT software is available free of charge from Attendance Works. While Attendance Works requests that users share their summary data for research purposes, it is only shared externally either with permission from the school district or on an anonymous basis.

Only 5 of the County's 18 school districts participate in the Attendance Works Pilot Program started by the COE, which began during the 2015 school year. The school districts that did not participate in this program were either not invited or did not accept an invitation to join.

To share best practices in reducing chronic absences, Attendance Works holds regular meetings with the following five (5) school districts: Martinez, Mt. Diablo, WCCUSD, John Swett, and Pittsburg. The school districts that participate report receiving great benefit from each meeting and say the opportunity to speak with other school districts is welcome and always helpful.

"Sharing best practices and common challenges just makes sense," said a top-level school official. Another administrator related that they never leave a meeting without learning something or sharing something new with the group. The administrators who attend these workshops vary but usually are school leaders and support staff directly involved with the attendance process, student services, or counselors who work directly with students needing support.

The keys to effective data collection as reported by Attendance Works are as follows:

1. Actionable Data- needs to be accurate, accessible, and regularly reported.
2. Capacity Building- expands ability to interpret data and work together to adopt best practices.
3. Shared Accountability- ensures monitoring and incentives to address chronic absence.

Attendance Works has all the features needed to track and trend individual attendance and is widely accepted by those that have used it.

Community Engagement and Awareness

School districts participate in the Attendance Awareness month, facilitated by the COE, each September. However, the COE does little to promote this as a countywide event. It mainly provides handouts and banners to school districts to place up around their schools.

Some elementary schools have been more creative, such as those in the John Swett school district. That district recently had attendance competitions between classrooms. In another awareness raising activity, the County recently had an art contest around the theme of attendance saying "Every School Day Counts". San Ramon Valley Unified School District encourages the parents to notify the school if they take their children on week or longer vacations. The school district can then have the teacher prepare a week or longer lesson for the student while they are gone.

The State pays the school district if the student completes the vacation plan and in turn, the student is not counted as absent. Countywide, more can be done to make an impact with the month long attendance program campaign and to make parents more aware of common misconceptions about attendance and what role they play in the education of their children.

The countywide attendance slogan is "Every Day Counts". This should be a well-known phrase that is drilled into parents and children as they try to ensure that their children have good attendance. Community reinforcement and peer pressure can have positive results on school attendance rates.

Other Program Ideas

1. Daytime Curfews

A daytime curfew is another promising idea for reducing truancy and chronic absenteeism in the County's schools. Cities that have a daytime curfew see a reduction of juvenile daytime crime. In Contra Costa County, police report that 60 percent of juvenile crime occurs between 8 am and 3 pm on weekdays, during school hours. Some of the local cities now have curfews imposed between 8 am and 1 pm. The curfew deters "hangout" sites, decreasing the incentives for the children to leave school. The only cities the Grand Jury was able to confirm having daytime curfew ordinances were eight of Contra Costa's 19 cities including Pittsburg, Richmond, El Cerrito, San Pablo, Hercules, Pinole, Martinez and Concord.

Few school administrators, and fewer students, are aware of whether cities in their district have a daytime curfew. However, many school administrators believe that a daytime curfew would be helpful and a logical policy to have in effect to encourage school attendance.

For cities that do not have a daytime curfew it often has to do with setting legal priorities for officers who spot truant students out during school hours. In some cases, officers report that their priorities are directed elsewhere than to lower priority truancy issues. Where there is no daytime curfew then there is no legal obligation for the police officer to intervene. Imposing a daytime curfew for

students should be seriously considered in view of the positive impact it may have on school attendance rates.

2. County Office of Education (COE) Involvement

The COE meets monthly with district superintendents; however, truancy and attendance is not usually an agenda item for these meetings. Monthly COE meetings could be a useful forum for school superintendents to discuss chronic absenteeism and those programs and initiatives that have been most effective in their districts in addressing this issue.

3. Designated Staff for Improving School Attendance

The information collected by each district, how often it is shared, and to what extent it is discussed within each district varies tremendously. Some districts produce and regularly distribute attendance reports to their schools containing rates of chronic absenteeism, which helps to quickly identify the students most in need of support. However, other districts in the County do not have the tools or infrastructure in place to collect, track and monitor this information on a regular basis.

Many do not have designated staff or comprehensive data collection in place to gather and provide administrators current data. Those districts that have a well-staffed and dedicated team to manage, track and respond to data, are able to better identify those students in need and provide support more quickly. Having dedicated staff in each district focused on improving school attendance is essential to an effective anti-truancy effort and successful plan to reduce chronic absenteeism.

Conclusion

An empty seat in the classroom means a child is not getting the education they deserve and need to succeed in life. The reason a child does not attend school regularly can vary, be complex and require significant support, or be as simple as needing a bus pass. If we never find out what the barrier is then we have failed to help that child receive the education they deserve. And if we do find out, but then lack the infrastructure or ability to help, then we have failed.

The County has caring and competent school administrators who understand the importance of a child being in school. District superintendents and staff understand what is required of them. With the new LCAP, which requires more structure and purpose around taking attendance, many struggle with a lack of a well-developed strategy and infrastructure. Districts with certain (State designated) student populations qualify for LCFF funding and have an opportunity to use those funds to significantly reduce their chronically absent rates.

The COE could provide strong leadership to train, facilitate and assist school districts in working more closely with each other to improve the County's ADA. A higher ADA rate is a "win-win" result that deserves greater resources and attention by the districts and the COE.

With a modest investment, and strong leadership the County can help the school districts improve their overall attendance. Attendance is not just something we should do but rather an indicator of how a child is doing in life. In this fast-paced modern society, there is little time to catch up once you fall behind.

Early focus on elementary school attendance is a cost effective way to improve long-term educational outcomes, and in turn, improve lives. With a concerted effort and a designed plan, student attendance can improve. The County's school districts should make sure they have done all they can to provide its children with the educational skills needed to compete and succeed in today's rapidly changing world.

FINDINGS

- F1. Based on truancy rates, during the 2014 – 2015 school year the County ranked among the worst in the State, 46th out of 58 counties.
- F2. Based on chronic absences during elementary school, during the 2014 – 2015 school year the County ranked last out of the nine Bay Area counties.
- F3. The SART and SARB programs help maintain and improve attendance rates, thereby increasing ADA funding for each school in the district and in the COE.
- F4. Not all County school districts comply with the requirement found in California Education Code section 15497 that each district collect, track and report its chronically absent rates in an annual LCAP.
- F5. The COE does not currently know the chronically absent rates for all of the County's school districts because the COE lacks relevant data needed to perform the analysis.
- F6. To identify students with attendance issues and quickly address these issues, the school district needs complete and accurate data about attendance and a well-developed support infrastructure.
- F7. The school district has its own software system for collecting attendance information and its own process and standards for collecting, storing and utilizing the truancy attendance information gathered, which are not necessarily the same as other districts in the County.
- F8. Without a centralized attendance system or compatible software among school districts, it is challenging to get a complete picture of a student's attendance profile and patterns over multiple years or across districts.
- F9. Some school districts have little communication with other school districts and the COE about best practices, common achievement goals, and best data systems regarding attendance.
- F10. The California Attorney General, Kamala Harris 2015 report, "*In-School and on Track*", indicates that over 80 percent of chronically absent students in kindergarten and 1st grade are unable to read at grade level by 3rd grade. These students are four times more likely to drop out than children who can read at grade level.
- F11. The city does not have a daytime curfew.

- F12. The city that has and enforces a daytime curfew sees less daytime and juvenile crime.
- F13 Chronically absent or truant students, who do not get back on track before age 18, are more likely to drop out of high school before graduation.
- F14 Parent and Truancy Courts offer attendance support and are one of the last opportunities to alter a student's attendance behavior.
- F15 Attendance improvement programs used by the County's Juvenile Courts, such as the Lincoln Child Center, ankle monitors, drug and mental health counselors and tutoring classes lack long-term funding.
- F16 The school districts that have Truancy or Resource Officers who connect directly with students, help get chronically absent or truant students back on track.
- F17 There is currently no teen truancy court in the WCCUSD area.
- F18 The WCCUSD does not provide sufficient staff to process chronically absent students through the Parent or Truancy Court in Martinez.
- F19 The amount and allocation of funds provided by the State and spent by the COE for LCFF oversight activities and instructional programs is not reported in detail by the COE, making it difficult for the public to discern the size of the programs targeting attendance improvement and their impact on attendance rates.

RECOMMENDATIONS

- R1. The COE should consider developing a comprehensive multi-year plan for improving attendance rates that has annual goals.
- R2. The COE should consider assessing each school district's capacity to collect, track and improve attendance, and identifying funds to do so. As part of this assessment, the COE should:
- a. Define the unique make up of each school district's student population.
 - b. Analyze which attendance systems are used in the County.
 - i. How many different ones are there?
 - ii. Are they compatible and able to share data?
 - iii. Do they all provide the critical information needed to track chronically absent rates and attendance patterns in their schools?
 - c. Determine what additional training and support school districts need to meet their goals and improve their attendance.
 - d. Determine which school districts lack effective programs to ensure improvement in attendance.
 - e. Provide an overview of the SART and SARB programs, and delineate the partners with whom they work in the County, and the services provided to the students in need.
- R3. The COE and the BOS should consider providing financial support to the Parent and Truancy Courts in Martinez by providing a multi-year funding plan for critical tools and programs to help struggling families most in need: e.g., funding of Lincoln Child Center, counseling programs, ankle monitors, drug use prevention and treatment, and identifying funds to do so.
- R4. The COE should consider helping WCCUSD reinstate a local parent and truancy court by providing the juvenile courts in Richmond information on the need for these programs and support for best practices and programs.
- R5. The COE should encourage all school districts to participate in the Attendance Works program and to use the free tools provided.
- R6. All school districts should consider participating in the Attendance Works program.
- R7. If a school district declines to participate in Attendance Works, the COE should consider asking for a written explanation as to why the district declined to participate and what programs the district is currently using that would be comparable.
- R8. The COE's office should consider placing attendance as a standing agenda item at its monthly meeting with school district superintendents.

- R9. School districts should raise parent awareness concerning how to prevent a student's school absence from affecting ADA funding or the student's truancy rate.
- R10. COE should consider creating a centralized attendance data system for the County that would include regularly uploaded information from school districts about school absences and ADA data, and identifying funds to do so.
- R11. COE should provide training in advanced tracking techniques with free tracking tools that would be compatible across schools and districts in the County, such as Attendance Works and Aries attendance tracking software, and identifying funds to do so.
- R12. Each school district should consider designating staff to collect, track, and analyze, attendance data in order to follow up on students that appear to be at risk, and identifying funds to do so.
- R13. The COE should help to close the communication gaps among the districts by creating an atmosphere of dedication and communication that encourages districts to freely share highlights and best practices at monthly meetings.
- R14. The school district should consider incentivizing schools to seek increased ADA funding by means such as splitting the additional ADA money between the district and the school for achieving increased ADA funding.
- R15. The COE should consider identifying funds to produce an annual County attendance report that would be publically available countywide, both online and in hardcopy, which includes:
- a. Data on measurable goals. (who achieved, who fell short)
 - b. Highlighted area for both teachers and students, telling their success stories.
 - c. Description of the increased funding from improved ADA countywide and what new programs help to contribute to the result.
 - d. Information about district graduation rates, college enrollment, English learners and economically disadvantaged students.
 - e. Information about programs available and encourage families to seek help before their child falls behind.
- R16. The COE should consider encouraging city councils that do not have a daytime curfew to pass and enforce one.
- R17. The City should consider adopting a policy to promulgate, enforce, and promote a daytime curfew.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
County Office of Education	F1 – F10, F12 – F19	R1 – R11, R13, R15 - R16
Acalanes Union High School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Antioch Unified School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Brentwood Union School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Byron Union School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Canyon School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
John Swett Unified School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Knightsen Elementary School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Lafayette School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Liberty Union High School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14

Martinez Unified School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Moraga School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Mt. Diablo Unified School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Oakley Union Elementary School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Orinda Union School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Pittsburg Unified School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
San Ramon Valley Unified School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
Walnut Creek School District	F3-F4, F6 – F10, F13-F16	R6, R9, R12, R14
West Contra Costa Unified School District	F3-F4, F6 – F10, F13-F18	R6, R9, R12, R14
City Council of Antioch	F11-F12	R17
City Council of Brentwood	F11-F12	R17
City Council of Clayton	F11-F12	R17
City Council of Concord	F12	R17

City Council of Danville	F11-F12	R17
City Council of El Cerrito	F12	R17
City Council of Hercules	F12	R17
City Council of Lafayette	F11-F12	R17
City Council of Martinez	F12	R17
City Council of Moraga	F11-F12	R17
City Council of Oakley	F11-F12	R17
City Council of Orinda	F11-F12	R17
City Council of Pinole	F12	R17
City Council of Pleasant Hill	F11-F12	R17
City Council of Pittsburg	F12	R17
City Council of Richmond	F12	R17
City Council of San Pablo	F12	R17
City Council of San Ramon	F11-F12	R17
City Council of Walnut Creek	F11-F12	R17

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to epant@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

Glossary of Terms

The following definitions from the "In School + On Track 2015" report are listed below:

Truancy	In California, a student is truant if he/she is absent or tardy by more than 30 minutes without a valid excuse on 3 occasions in a school year.
Habitual Truancy	A student is habitually truant if he/she is absent without a valid excuse for 5 days during a school year.
Chronic Truancy	A student is chronically truant if he/she is absent without a valid excuse for at least 10 percent of the school year.
Chronic Absence	In California, chronic absence is defined as being absent for any reason (excused or unexcused) for at least 10 percent of the school year. Thus, in a 175 or 180-day school year, a student who misses 18 days of school or more is chronically absent.
Excused Absence	Valid excuses may include illnesses, doctor or dentist appointments, personal reasons justified by a parent or guardian and other reasons within the discretion of school administrators.

Appendix

LOCAL CONTROL FUNDING FORMULA:

The enabling legislation was signed into law in 2013 and implemented in 2014. It allocates funding grants based on average daily attendance for students in each school district. The additional resources are allocated to districts based on the following, disadvantaged subgroups-low income, ethnically at risk, English learners, foster youth and homeless youth.

These funds are used to provide critical infrastructure for those students most at risk and replaced the previous K–12 finance system, which had been in existence for roughly 40 years.

For the COE, the LCFF establishes separate funding streams for oversight activities and instructional programs.

As part of the LCFF, school districts, COE's, and charter schools are required to develop, adopt, and annually update a three-year Local Control and Accountability Plan.

LOCAL CONTROL AND ACCOUNTABILITY PLAN:

Original estimates provided by the State Department of Finance in 2013–14 indicated there would be an additional state cost of approximately \$18 billion available for the school districts and take eight years to phase in completely. There would be \$58 million for COEs and it would take two years to phase in completely.

In 2013, the State of California also put in place the LCAP, which requires each school district, charter school and county office of education to:

- Complete an annual report for the State addressing their school district's eight state priorities.
- Address "Pupil Engagement" – A state priority measured by reporting school and high school dropout rates
- Set improvement goals and an action plan to achieve them.

The SARB process

It begins when the school sends out their first letter to the family indicating that child has missed too much school. This is usually three to five unexcused absences. Some school districts have a centralized letter process that verifies this child does not have extenuating circumstances that would make sending a letter insensitive, such as loss of a relative or a severe injury. However a centralized letter process (while more sensitive) also requires additional dedicated staff that have real-time-data-tracking of all students in the system. Some districts only use an automated service, which makes it more difficult to intercept any letter that should not go out. Next, they send out two subsequent letters,

if the child continues to be absent. Then they invite the parent(s) to the SART meeting, which is followed by the SARB panel. Finally, if none of this works, the case is referred to court.

The COE's LCFF funding

The COE instructional programs are funded through an alternative education grant as follows:

- Provides a uniform base grant per ADA for certain pupils served by county offices (on probation, probation referred, and expelled pursuant to EC Section 48915 (a) or (c)).
- Targeted pupils are those classified as English learners (EL), meet income requirements to receive a free or reduced-price meal (FRPM), foster youth, or any combination of these factors (unduplicated count).
- COEs also receive a concentration grant equal to 35 percent of the base grant multiplied by ADA and the unduplicated percentage of targeted students exceeding 50 percent of enrollment.
- Provides a uniform base grant per ADA for juvenile court school pupils. Additionally, all juvenile court school pupils are deemed to be eligible for the supplemental and concentration grants provided for unduplicated pupils.
- Other pupils served by COEs are funded based on the LCFF funding of their home school district.



Agenda Date: 9-20-2016

Agenda Item: 3F

STAFF REPORT

Approved:

Gary A. Napper
City Manager/Executive Director

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: SEPTEMBER 20, 2016

SUBJECT: CONSIDERATION OF RESOLUTION APPROVING, AND ADOPTING FOR USE, CITY OF CLAYTON STANDARD SPECIFICATIONS, DATED SEPTEMBER 2016, AND AUTHORIZING POSTING ON THE CITY'S WEBSITE

RECOMMENDATION

Adopt resolution.

BACKGROUND

The City of Clayton last adopted Standard Specifications for the construction of public improvements in April of 2015. The new specifications were based upon on the current Caltrans' specifications and were to be automatically updated as Caltrans updated its specifications.

However, at that time, staff did not understand the total impact of Caltrans' revisions and, upon further review, has found that Caltrans had completely rewritten its specifications and supplemented them with hundreds of special provisions. For most City projects, these changes would have a significant impact on our current specifications without really improving them. If we tried to incorporate all these changes, we would have to completely rewrite our current specifications and contracts.

The proposed updated City Standard Specifications, dated September, 2016, specify the 2010 version of the Caltrans Standard Specifications to be the sole basis for the Standard Specifications (without the provision for automatic updates). The proposed updated Standard Specifications are being presented herewith for approval and adoption by the City Council.

FISCAL IMPACT

None.

CONCLUSION

Based upon the above, it is recommended that the City Council approve the attached resolution approving and adopting for use the City of Clayton Standard Specifications, dated September 2016, and authorizing its posting on the City's website.

Attachments: Resolution
City Standard Specifications, dated September 2016

RESOLUTION NO. - 2016

**A RESOLUTION APPROVING AND ADOPTING UPDATED CITY OF CLAYTON
STANDARD SPECIFICATIONS (DATED SEPTEMBER 2016) AND AUTHORIZING
POSTING OF SAME ON THE CITY'S WEBSITE**

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

WHEREAS, the City of Clayton last prepared and adopted Standard Plans and Specifications for the construction of public improvements in November, 2010; and

WHEREAS, the Standard Specifications are based upon the Standard Specifications issued by the State of California Department of Transportation (Caltrans); and

WHEREAS, since the City's Standard Specifications were last adopted, Caltrans has made significant changes and additions to their Standard Specifications which would require a complete rewriting and expansion of City's Standard Specifications; and

WHEREAS, the City Engineer has prepared updated Standard Specifications, dated September, 2016, incorporated herein by reference, which specify that only the Caltrans 2010 Standard Specifications shall be the sole basis for the City's Standard Specifications; and

WHEREAS, the City Engineer has recommended approval and adoption of the updated Standard Specifications as well as posting of the documents on the City's website.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby approve, and adopt for use, the attached City of Clayton Standard Specifications, dated November 2010, and directs the City Clerk to post said document on the City's website for access by any interested parties.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 20th day of September 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

HOWARD GELLER, Mayor

ATTEST:

Janet Brown, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular meeting held on September 20, 2016.

Janet Brown, City Clerk



STANDARD SPECIFICATIONS

THE 2010 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS SHALL APPLY UNLESS MODIFIED OR SUPPLEMENTED IN THESE SPECIFICATIONS.

September, 2016

Approved and adopted by the City of Clayton City Council on _____
Resolution No. __ - 2016

CITY OF CLAYTON
6000 HERITAGE TRAIL
CLAYTON, CA 94517
(925) 673-7300

TABLE OF CONTENTS

GENERAL PROVISIONS

SECTION 1: DEFINITIONS AND TERMS.....	1
SECTION 2: BIDDING	2
SECTION 3: CONTRACT AWARD AND EXECUTION	3
SECTION 4: SCOPE OF WORK.....	4
SECTION 5: CONTROL OF WORK	4
SECTION 6: CONTROL OF MATERIALS	6
SECTION 7: LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.....	6
SECTION 8: PROSECUTION AND PROGRESS.....	7
SECTION 9: MEASUREMENT AND PAYMENT	8

MISCELLANEOUS

SECTIONS 10 AND 11: (BLANK)	8
SECTION 12: CONSTRUCTION AREA TRAFFIC CONTROL DEVICES	9
SECTION 13: (BLANK)	9
SECTION 14: ENVIRONMENTAL STEWARDSHIP	9
SECTION 15: EXISTING HIGHWAY FACILITIES.....	10

GRADING

SECTION 16: CLEARING AND GRUBBING	10
SECTION 17: WATERING.....	11
SECTION 18: DUST PALLIATIVE	11
SECTION 19: EARTHWORK	11
SECTION 20: EROSION CONTROL AND HIGHWAY PLANTING	12
SECTION 21: (BLANK)	12
SECTION 22: FINISHING ROADWAY	12
SECTION 23: (BLANK)	12

SUBBASES AND BASES

SECTION 24: LIME STABILIZED SOIL.....	12
SECTION 25: AGGREGATE SUBBASES	13
SECTION 26: AGGREGATE BASES.....	13
SECTION 27: CEMENT TREATED BASES.....	13
SECTION 28: LEAN CONCRETE BASE	14
SECTION 29: TREATED PERMEABLE BASES	14
SECTIONS 30 THROUGH 36: (BLANK).....	14

SURFACINGS AND PAVEMENTS

SECTION 37: BITUMINOUS SEALS.....	14
SECTION 38: BLANK.....	14
SECTION 39: HOT MIX ASPHALT	14
SECTION 40: CONCRETE PAVEMENT.....	14
SECTION 41: PAVEMENT SUBSEALING AND JACKING.....	15

TABLE OF CONTENTS (cont'd.)

SECTION 42: GROOVE AND GRIND PAVEMENT	15
SECTIONS 43 THROUGH 48: (BLANK)	15

STRUCTURES

SECTION 49: PILING	15
SECTION 50: PRESTRESSING CONCRETE	15
SECTION 51: CONCRETE STRUCTURES	15
SECTION 52: REINFORCEMENT	15
SECTION 53: SHOTCRETE	16
SECTION 54: WATERPROOFING	16
SECTION 55: STEEL STRUCTURES	16
SECTION 56 : SIGNS	16
SECTION 57: TIMBER STRUCTURES	16
SECTION 58: PRESERVATIVE TREATMENT OF LUMBER, TIMBER AND PILING	16
SECTION 59: PAINTING	16
SECTION 60: (BLANK)	17

DRAINAGE FACILITIES

SECTION 61: CULVERT AND DRAINAGE PIPE JOINTS	17
SECTION 62: ALTERNATIVE CULVERTS	17
SECTION 63: CAST-IN-PLACE CONCRETE PIPE	17
SECTION 64: PLASTIC PIPE	17
SECTION 65: REINFORCED CONCRETE PIPE	17
SECTION 66: CORRUGATED METAL PIPE	17
SECTION 67: STRUCTURAL METAL PLATE PIPE	18
SECTION 68: SUBSURFACE DRAINS	18
SECTION 69: OVERSIDE DRAINS	18
SECTION 70: MISCELLANEOUS FACILITIES	18
SECTION 71: (BLANK)	18
SECTION 72: SLOPE PROTECTION	18
SECTION 73: CONCRETE CURBS AND SIDEWALKS	18
SECTION 74: PUMPING PLANT EQUIPMENT	19
SECTION 75: MISCELLANEOUS METAL	19
SECTIONS 76 THROUGH 79: (BLANK)	19

RIGHT OF WAY AND TRAFFIC CONTROL FACILITIES

SECTION 80: FENCES	19
SECTION 81: MONUMENTS	20
SECTION 82: MARKERS AND DELINEATORS	20
SECTION 83: RAILINGS AND BARRIERS	20
SECTION 84: TRAFFIC STRIPES AND PAVEMENT MARKINGS	20
SECTION 85: PAVEMENT MARKERS	20
SECTION 86: ELECTRICAL SYSTEMS	20
SECTION 87: (BLANK)	20

TABLE OF CONTENTS (cont'd.)

MATERIALS

SECTION 88: GEOSYNTHETICS..... 21
SECTION 89: (BLANK) 21
SECTION 90: PORTLAND CEMENT CONCRETE 21
SECTION 91: PAINT..... 21
SECTION 92: ASPHALTS 21
SECTION 93: LIQUID ASPHALTS 21
SECTION 94: ASPHALTIC EMULSIONS 21
SECTION 95: EPOXY 21

CITY OF CLAYTON
STANDARD SPECIFICATIONS

November, 2010

THE 2010 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS SHALL APPLY UNLESS MODIFIED OR SUPPLEMENTED IN THESE SPECIFICATIONS.

All references to Measurement and Payment do not apply to land development or encroachment permit projects. These specifications are supplemented by City Standard Plans, State Standard Plans, CCCSD Standard Plans and Specifications (sanitary sewer work only), and the construction documents for the specific project being constructed.

GENERAL PROVISIONS

SECTION 1

DEFINITIONS AND TERMS

1-4 DEFINITIONS

1-4.01 General

Whenever in the City Specifications or other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

CITY – The City of Clayton, Contra Costa County, California.

CITY CLERK – The legally authorized City Clerk of the City of Clayton.

CITY COUNCIL – The legally authorized governing body of the City of Clayton.

CITY SPECIFICATIONS – City of Clayton, California, Standard Specifications.

CITY STANDARD PLANS – City of Clayton, California, Standard Plans.

DEVELOPER – Owner or permittee of a City-approved land development or encroachment permit project

1-4.02 Glossary

The following are modifications to the definitions specified in the Caltrans Standard Specifications.

Contractor – shall also mean the developer or permittee responsible for the work. A contractor must have a valid State of California Contractors License to work in the public right of way.

Department – The City of Clayton.

Director – The duly appointed City Manager of the City of Clayton.

Engineer or Office Engineer – The City Engineer or his designated representative.

Holiday – delete March 31st, Cesar Chavez Day, and 2nd Monday in October, Columbus Day.

State – The City of Clayton.

SECTION 2

BIDDING

(Section 2 of the Caltrans Standard Specifications does not apply)

2-1.01 Proposal Form

All bids must be made upon the bid form attached in the Bid Package. The bid form is bound in a book (“Bid Package”) together with the Notice to Contractors, Proposal, Contract, General Provisions and Special Provisions. The bidder shall completely fill out the form in a clear and legible manner. Should there be any conflict between the unit price and the total shown by the bidder on the bid form for any individual item, the unit price shall govern.

2-1.02 Approximate Quantities

The quantities shown on the bid form are approximate and are given only as a basis for the comparison of bids, unless the Special Provisions specifically fix the quantity. The City does not expressly, nor by implication, represent that the actual amount of work will correspond to the estimate.

2-1.03 Examination Of Plans, Specifications, Special Provisions, And Site Of Work

The bidder is required to examine carefully the site of the work contemplated, the Bid Package and Plans, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Bid Package and the Plans. It is mutually agreed that submission of a Bid by the bidder shall be considered prima facie evidence that the bidder has made such an examination.

2-1.04 Addenda

The Engineer may, when he deems necessary, and at a time prior to the bid opening, issue addenda to the Plans and Specifications to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Plans and Specifications and shall be equally binding with them. Addenda will be forwarded to all prospective bidders, insofar as they are known to the Engineer, in any manner determined by the Engineer.

2-1.05 Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check or a bidder's guaranty shall be in an amount equal to at least ten percent (10%) of the amount of the bid and made payable to the City of Clayton.

2-1.06 Withdrawal Of Bids

Any bids may be withdrawn, at any time prior to the time fixed in the Public Notice for the opening of bids, by filing a written request with the City Clerk for the withdrawal of the bid. The request shall be executed by the bidder or his representative. The withdrawal of a bid prior to the bid opening does not prejudice the right of the bidder to file a new bid. No bids may be withdrawn after the time fixed in the Public Notice for opening of bids.

2-1.07 Rejection Of Proposal Containing Alterations, Erasures Or Irregularities

Any bid may be rejected by the City Council if such bid shows any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, or substantial irregularities of any kind.

SECTION 3

CONTRACT AWARD AND EXECUTION

3-1.02 Contract Award

The award of the contract, if awarded, will be made within thirty (30) calendar days after the opening of the proposals. The award of the contract will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such time for award of the contract may be extended by the City Council.

The right is reserved by the City Council to reject any and all proposals at its discretion.

3-1.03 Contract Bonds (Public Contract Code §§ 10221 and 10222)

The Contractor shall, at his sole expense, furnish two (2) good and sufficient bonds. One bond shall be a faithful performance bond and the other a labor and materials bond. Each of the said bonds shall be executed in a sum of not less than 100% of the total contract price and shall be issued by a corporate surety or sureties admitted by the State of California Department of Insurance.

Whenever any surety on any such bonds becomes insufficient, or the City Engineer has reasonable cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor to furnish good and sufficient bonds as required by the terms of the contract. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished. All alterations, extensions of time, extra work, and other changes authorized by the contract documents may be made without securing the consent of the surety or sureties on the contract bonds.

3-1.09 Contract Execution

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) calendar days after the Contractor has received the contract. Failure to execute a contract and file acceptable bonds and certificates of insurance as provided herein shall result in forfeiture of the proposal guaranty.

3-1.10 Bidders' Securities

Within ten (10) calendar days after the award of the contract by the City Council and upon request by the bidder, the City Clerk will return to the unsuccessful bidders, the bidder's guaranty accompanying their respective bids.

SECTION 4

SCOPE OF WORK

(Subsection 4-1.035 Does Not Apply)

SECTION 5

CONTROL OF THE WORK

5-1.005 General

The City of Clayton does not utilize a website for contract administration and forms. Any available forms may be provided by and submitted electronically to the Engineer.

5-1.04 Contract Components

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required by law
2. Special Provisions
3. Project Plans
4. City Standard Plans
5. City Standard Specifications
6. Caltrans Standard Specifications
7. Caltrans Standard Plans
8. CCCSD Standard Plans and Specifications (for sanitary sewer work only)

Change Orders, Supplemental Agreements and approved revisions to Plans and Specifications will take precedence over items 2 through 6 above. Detailed plans shall have precedence over general plans.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these Specifications, Plans, and the Special Provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Engineer, whose decision shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5-1.07 Lines And Grades

Additional provision: The Developer's Engineer will set stakes and furnish cut sheets to the City a minimum of twenty four (24) prior to the start of work.

5-1.08 Inspection

Additional Provision: The City shall be notified at least twenty four (24) hours before any work is commenced or resumed and before each phase of work is to be inspected.

5-1.13 Final Inspection

Additional Provision: Upon completion of the work, the Contractor shall submit a letter stating that all the improvements have been completed in accordance with the approved plans and request that the City accept these improvements. No final inspection will be made until all fees are paid.

5-1.18 Property and Facility Preservation

Additional Provision: The contractor and/or developer shall locate and preserve all property corners, monuments, bench marks and other survey points within the area of work. Any damaged points shall be reset by a licensed land surveyor at the contractor's and/or developer's expense.

5-1.19 Hours Of Work

Work within the public right-of-way is restricted to 7:00 a.m. to 6:00 p.m. on weekdays. Work that encroaches into the driving lanes on Clayton Road or Marsh Creek Road shall not occur prior to 9:00 a.m. in the north/westbound direction or after 3:00 p.m. in the south/eastbound direction unless written authorization is obtained from the Engineer.

No work will be allowed within the public right-of-way on Saturday, Sunday or legal holidays without written permission from the Engineer.

SECTION 6

CONTROL OF MATERIALS

6-3.01 Testing By Contractor

Unless otherwise specified in the special provisions, the Contractor shall provide all required materials and construction testing. For development projects, the developer shall provide all required materials and construction testing.

All test results shall be provided to the City within twenty four (24) hours of test completion. Subsequent work may not proceed until City has reviewed and accepted preceding test results.

The cost of such testing shall be borne by the Contractor and/or developer.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(Subsections 7-1.01A(1), 7-1.01A(2), 7-1.01A(2)(a) and 7.101A(3) do not apply to land development projects)

7-1.01E Trench Safety

Additional Provision: Contractor shall provide his annual trench and/or excavation permit issued by the State Division of Occupational Safety and Health.

7-1.12B(3) Workers' Compensation and Employer's Liability Insurance

Additional Provision: The required Workers' Compensation and Employer's Liability Insurance Policy shall include a waiver of subrogation.

7-1.17 Acceptance Of Contract

Additional Provision: The work will not be accepted until a 15% maintenance bond has been provided by the contractor or developer, all fees have been paid, and cleanup has been completed.

SECTION 8

PROSECUTION AND PROGRESS

(Subsections 8-1.04, 8-1.06, 8-1.07, 8-1.08, 8-1.09 and 8-1.11 do not apply to land development projects)

8-1.03 Beginning Of Work

Additional Provision: For land development projects, no work will be permitted to proceed until:

- 1) Plans are submitted and approved by the City;
- 2) All fees are paid and permits/licenses are issued;
- 3) Bonds and insurance certificates are submitted and approved;
- 4) Easements and permits to enter upon private property are obtained;
- 5) A preconstruction meeting has been held.

8-1.05 Temporary Suspension Of Work

Additional Provision: For land development projects, the City may suspend work if any of the following occur:

- 1) The developer, contractor, job engineer, or other Owner's representative fails to comply with these specifications, the City of Clayton Municipal Code, or specific instructions of the Engineer;
- 2) Traffic is improperly controlled;
- 3) A hazardous condition exists;
- 4) Defective materials or work are not corrected;
- 5) Dust problems are not corrected;
- 6) Erosion control facilities are not provided or properly maintained.
- 7) Stormwater treatment facilities are not provided or properly maintained.

SECTION 9

MEASUREMENT AND PAYMENT

(Does not apply to land development projects)

9-1.11 Payments Withheld

The City may withhold or, on account of later discovered evidence, nullify all or part of any certification made to the Contractor by the City as to the amount determined to be due the Contractor, to such extent and period of time only as may be necessary protect the City from loss on account of:

- 1) Defective work not remedied;
- 2) Claims filed or reasonable evidence indicating probable filing;
- 3) Failure to properly pay Subcontractors for material or labor;
- 4) Reasonable doubt that the work can be completed for the balance then unpaid;
- 5) Damage to another Contractor, or third party.

9-1.12 Contractor's Financial Obligation

The Contractor shall promptly make payment to all persons supplying labor and materials, and before final acceptance of the work and final payment to the Contractor, including all sums retained by the City, the Contractor shall furnish to the City, satisfactory evidence that all claims for labor and material furnished and used in the construction of said work have been settled and that no legal claim can be filed against the City for such labor and material.

MISCELLANEOUS

**SECTION 10
(Blank)**

**SECTION 11
(Blank)**

SECTION 12

CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

12-1.01 Description

Additional Provision: It shall be the contractor's responsibility to notify all affected public service agencies including, but not limited to, police, fire district, emergency medical providers, school districts, public transit agencies, etc. as to construction schedules and the contractor shall maintain a current list or diagram of limited access areas.

12-2.02 Flagging Costs

Flagging costs will be borne solely by the contractor.

12-3.03A Flashing Arrow Signs Required

Flashing arrow signs are required on all arterial street lane closures.

12-3.13 Roadway Widening

Where widening occurs adjacent to a traffic lane in use, the area adjacent to the traffic lane shall be sloped at 4:1 to provide for public safety. The material used for this slope shall be completely removed as the new structural section is being constructed to allow proper compaction and to tie the existing base rock and the new base rock together. The 4:1 slope will be required until the new base rock is 0.5 feet below the existing pavement section.

If temporary K railings are used, the 4:1 slope may be omitted.

SECTION 13 (Blank)

SECTION 14

ENVIRONMENTAL STEWARDSHIP

(Shall Apply Without Modification)

SECTION 15

EXISTING HIGHWAY FACILITIES

15-1.03 Recycling

All existing facilities to be removed shall be removed from the worksite and, where appropriate, disposed of at recycling facilities. Prior to commencement of work, Contractor shall provide the City a list of recycling facilities he intends to use for the work. Prior to completion of the work and acceptance by the City, the contractor shall provide proof of delivery of such materials from the recycling facilities, including the actual quantities delivered and recycled.

15-2.04 Salvage

Additional Provision: All undamaged materials specified to be salvaged, shall be delivered to the City's corporation yard at 6000 Heritage Trail. The Engineer shall be given twenty four (24) hours notice prior to delivery of salvaged materials.

15-2.05A Frames, Covers, Grates, and Manholes

Additional Provisions: On manholes being adjusted to grade, only one additional manhole adapter ring will be allowed. It shall be attached by set screws or welding so that it does not move under heavy truck traffic. The top of the structure must be reconstructed as new construction if it does not fit the finished pavement grade within 0.05 feet.

Prior to beginning work, a false bottom shall be constructed in all manholes to prevent debris from falling into the pipes.

GRADING

SECTION 16

CLEARING AND GRUBBING

16-1.03 Construction

Additional Provisions: All trees are to be protected unless marked by the Engineer for removal. If the contractor or developer damages or removes an unmarked tree, he shall replace the tree with an equivalent tree of a species and size to be determined by the Engineer. Further, the cost to maintain the new tree until it is the size of the damaged or removed tree, in an amount to be determined solely by the Engineer, shall be paid to the City by the contractor or developer.

Tree stumps and roots over four (4) inches in diameter shall be completely removed and the ground recompacted to 90% relative compaction.

The contractor shall have a water truck on the site during the clearing and grubbing phase.

16-1.04 Removal And Disposal Of Materials

All materials removed shall be disposed of in accordance with Subsection 7-1.13, "Disposal of Materials Outside the Highway Right of Way." The contract work area shall be left with a neat and finished appearance.

SECTION 17

WATERING

(Shall Apply Without Modification)

SECTION 18

DUST PALLIATIVE

(Shall Apply Without Modification)

SECTION 19

EARTHWORK

19-2.03 Blasting

Blasting will not be allowed within the City Limits.

19-3.02 Excavation For Culverts

When the plans require embankment construction prior to culvert excavation, the embankment shall first be constructed to two (2) feet above the top of pipe or to subgrade. Trench excavation and backfill shall conform to City Standard Plan S-16.

19-3.025A Shaped Bedding

Shaped bedding in lieu of bedding material as shown on City Standard Plan S-16 shall not be allowed.

19-3.025B Sand Bedding

Sand bedding will only be allowed if required by the utility company that is responsible for the conduit.

19-3.06 Structure Backfill

Additional Provision: Trench backfill shall conform to City Standard Plan S-16.

19-5.03 Relative Compaction (95 Percent)

Additional Provision: The limits of the 95% relative compaction requirement shall be from back of curb to back of curb in the public right-of-way.

SECTION 20

EROSION CONTROL AND HIGHWAY PLANTING
(Shall Apply Without Modification)

SECTION 21
(Blank)

SECTION 22

FINISHING ROADWAY
(Shall Apply Without Modification)

SECTION 23
(Blank)

SUBBASES AND BASES

SECTION 24

LIME STABILIZED SOIL
(Shall Apply Without Modification)

SECTION 25

AGGREGATE SUBBASES

25-1.02a Aggregate Subbases

Aggregate subbase shall conform to the grading and quality requirements shown in the Table for Class 2 Aggregate Subbase.

25-1.05 Compacting

The surface of the aggregate subbase shall not be higher than the grades established by the Engineer or shown on the plans. Low areas shall be filled with aggregate base during the spreading operation for aggregate base.

SECTION 26

AGGREGATE BASES

26-1.02B Class 2 Aggregate Base

Aggregate base shall conform to the grading and quality requirements shown in the Table for Class 2, 3/4" maximum, aggregate base.

26-1.04 Spreading

The aggregate base under the gutter shall be spread and compacted at the same time as the roadway aggregate base.

26-1.05 Compacting

The surface of the aggregate base shall not be higher than the grades established by the Engineer or shown on the plans. Low areas shall be filled with asphalt concrete during the spreading operation for the base course of hot mix asphalt or finish course for single lift hot mix asphalt sections.

The work specified in this Section includes furnishing, spreading and compacting mineral aggregate on the subgrade in accordance with these Specifications.

SECTION 27

CEMENT TREATED BASES (Shall Apply Without Modification)

SECTION 28

LEAN CONCRETE BASE
(Shall Apply Without Modification)

SECTION 29

TREATED PERMEABLE BASES
(Shall Apply Without Modification)

SECTION 30 through 36
(Blank)

SURFACINGS AND PAVEMENTS

SECTION 37

BITUMINOUS SEALS
(Shall Apply Without Modification)

SECTION 38
(Blank)

SECTION 39

HOT MIX ASPHALT

39-1.02E Aggregate

The aggregate for the surface course shall conform to the grading and quality requirements of 1/2" maximum, medium grading, Type B HMA.

The aggregate for the base course shall conform to the grading and quality requirements of 3/4" maximum, medium grading, Type B HMA.

SECTION 40

CONCRETE PAVEMENT
(Shall Apply Without Modification)

SECTION 41

PAVEMENT SUBSEALING AND JACKING
(Shall Apply Without Modification)

SECTION 42

GROOVE AND GRIND PAVEMENT
(Shall Apply Without Modification)

SECTIONS 43 through 48
(Blank)

STRUCTURES

SECTION 49

PILING
(Shall Apply Without Modification)

SECTION 50

PRESTRESSING CONCRETE
(Shall Apply Without Modification)

SECTION 51

CONCRETE STRUCTURES

51-1.02 Minor Structures

Minor concrete structures shall be cast in place unless otherwise authorized by the Engineer.

SECTION 52

REINFORCEMENT
(Shall Apply Without Modification)

SECTION 53

SHOTCRETE

(Shall Apply Without Modification)

SECTION 54

WATERPROOFING

(Shall Apply Without Modification)

SECTION 55

STEEL STRUCTURES

(Shall Apply Without Modification)

SECTION 56

SIGNS

56-2.06 Measurement

Roadside signs shall be measured by the unit from actual count.

SECTION 57

TIMBER STRUCTURES

(Shall Apply Without Modification)

SECTION 58

PRESERVATIVE TREATMENT OF LUMBER, TIMBER AND PILING

(Shall Apply Without Modification)

SECTION 59

PAINTING

(Shall Apply Without Modification)

SECTION 60
(Blank)

DRAINAGE FACILITIES

SECTION 61

CULVERT AND DRAINAGE PIPE JOINTS
(Shall Apply Without Modification)

SECTION 62

ALTERNATIVE CULVERTS
(Shall Apply Without Modification)

SECTION 63

CAST-IN-PLACE CONCRETE PIPE
(Shall Apply Without Modification)

SECTION 64

PLASTIC PIPE
(Shall Apply Without Modification)

SECTION 65

REINFORCED CONCRETE PIPE

65-1.02A(1) Circular Reinforced Concrete Pipe (Designated or Selected by Class)

Concrete pipe shall meet the minimum strength requirements of Class III pipe in accordance with the requirements of AASHTO Designation M170, unless a stronger class of pipe is shown on the plans. Non-reinforced precast concrete pipe shall not be used in the public right-of-way.

SECTION 66

CORRUGATED METAL PIPE
(Shall Apply Without Modification)

SECTION 67

STRUCTURAL METAL PLATE PIPE
(Shall Apply Without Modification)

SECTION 68

SUBSURFACE DRAINS
(Shall Apply Without Modification)

SECTION 69

OVERSIDE DRAINS
(Shall Apply Without Modification)

SECTION 70

MISCELLANEOUS FACILITIES
(Shall Apply Without Modification)

SECTION 71
(Blank)

SECTION 72

SLOPE PROTECTION
(Shall Apply Without Modification)

SECTION 73

CONCRETE CURBS AND SIDEWALKS
(Shall Apply Without Modification)

73-1.05 Curb Construction

Weakened plane joints shall conform to City Standard Plans. Premolded expansion joint fillers are not allowed.

73-1.05B Extruded or Slip-Formed Curb Construction

Weakened plane joints shall conform to City Standard Plans. Premolded expansion joint fillers are not allowed.

73-1.06 Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp) and Driveway Construction

Weakened plane joints shall conform to City Standard Plans. Premolded expansion joint fillers are not allowed.

SECTION 74

PUMPING PLANT EQUIPMENT
(Shall Apply Without Modification)

SECTION 75

MISCELLANEOUS METAL

75-1.02 Miscellaneous Iron and Steel

Drainage inlet frames and grates shall be galvanized in accordance with the provisions of Section 75-1.05, "Galvanizing".

SECTIONS 76 through 79
(Blank)

RIGHT OF WAY AND TRAFFIC CONTROL FACILITIES

SECTION 80

FENCES
(Shall Apply Without Modification)

SECTION 81

MONUMENTS

81-1.02 Materials

Survey marker disks, frames and covers for survey monuments shall conform to the dimensions and details shown on the City's Standard Plans. All materials shall be supplied by the contractor.

81-1.03 Construction

Survey monuments shall be cast-in-place and shall conform to the dimensions and details shown on the City's Standard Plans. Surplus excavated materials remaining after the monuments have been constructed shall be disposed of outside of the highway right-of-way.

SECTION 82

MARKERS AND DELINEATORS
(Shall Apply Without Modification)

SECTION 83

RAILINGS AND BARRIERS
(Shall Apply Without Modification)

SECTION 84

TRAFFIC STRIPES AND PAVEMENT MARKINGS
(Shall Apply Without Modification)

SECTION 85

PAVEMENT MARKERS
(Shall Apply Without Modification)

SECTION 86

ELECTRICAL SYSTEMS
(Shall Apply Without Modification)

SECTION 87

(Blank)

MATERIALS

SECTION 88

GEOSYNTHETICS
(Shall Apply Without Modification)

SECTION 89
(Blank)

SECTION 90

PORTLAND CEMENT CONCRETE
(Shall Apply Without Modification)

SECTION 91

PAINT
(Shall Apply Without Modification)

SECTION 92

ASPHALTS
(Shall Apply Without Modification)

SECTION 93

LIQUID ASPHALTS
(Shall Apply Without Modification)

SECTION 94

ASPHALTIC EMULSIONS
(Shall Apply Without Modification)


SECTION 95

EPOXY
(Shall Apply Without Modification)



Agenda Date: 9-20-2016
Agenda Item: 3g

STAFF REPORT

Approved: 
Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: SEPTEMBER 20, 2016

SUBJECT: CONSIDER RESOLUTION DECLARING URETEK AS THE SOLE SOURCE AND AWARDING URETEK USA INC A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$258,444.50 FOR THE PAVEMENT STABILIZATION AND LIFTING PORTION OF THE 2016 ARTERIAL REHABILITATION PROJECT (CIP NO. 1043).

RECOMMENDATION

Following presentation and public comment, adopt the attached resolution declaring URETEK USA INC ("Uretek") to be a sole source and awarding Uretek a construction contract in the amount of \$258,444.50 for the pavement stabilization and lifting portion of the 2016 Arterial Street Rehabilitation Project (CIP No. 10437).

BACKGROUND

At the City Council's August 16th meeting, staff presented a report detailing the abilities and experience of Uretek as it relates to the stabilization and lifting of several areas on Clayton Road and Oakhurst Drive. Uretek holds patents for both the polymer formula used to stabilize soils and the deep injection method for stabilizing soils under the pavement and then injecting additional polymers to raise the surface improvements (pavement, curbs, etc.) back to their original elevations.

After public comment and consideration, the City Council agreed with staff's recommendation and found that Uretek was a sole source and that the Council wished to award a construction contract to Uretek for the pavement stabilization and lifting portion of the 2016 Arterial Street Rehabilitation Project (CIP No. 10437).

Staff then prepared a separate plan and specifications for the pavement stabilization and lifting along with the attached contract for the Council's approval.

FISCAL IMPACT

At the Council's July 16th meeting, staff quoted Uretek's price at \$232,000 based upon their preliminary proposal. The proposal did not include traffic control. In addition, the City Council expressed a desire to accept Uretek's offer of a 5 year guarantee (at additional cost) as opposed to their standard 2 year guarantee against a settlement in excess of ¼ inch. Uretek submitted a revised price quote, incorporating traffic control and the 5 year guarantee, for \$258,444.50 as the estimated cost for this portion of the project (final cost based upon actual quantity of polymers used). Uretek is confident that the final cost will not exceed the price quoted.

This total price is within the project's contingency amount and will not negatively impact any other items in the project.

Attachments

- Resolution
- Uretek Proposal
- Uretek Contract

RESOLUTION NO.

A RESOLUTION DECLARING URETEK USA AS THE SOLE SOURCE AND AUTHORIZING THE EXECUTION OF A CONTRACT IN THE AMOUNT OF \$258,444.50 WITH URETEK USA INC FOR THE PAVEMENT STABILIZATION AND LIFTING PORTION OF THE 2016 ARTERIAL REHABILITATION PROJECT (CIP PROJECT NO. 10437)

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

WHEREAS, at its December 1, 2015 meeting, the City Council added the 2016 Arterial Rehabilitation Project to the Capital Improvement Program as Project No. 10437 ("Project"); and

WHEREAS, pursuant to Public Contract Code section 3400(c), the City of Clayton ("City") may make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, a portion of the Project includes stabilizing and lifting the existing pavement and median curbs to eliminate dips caused by the consolidation of underlying soils; and

WHEREAS, the City Engineer prepared plans and specifications for the pavement lifting portion of the Project; and

WHEREAS, based on the City's review of resources within the region available to perform the above described portion of the Project, the City has determined that URETEK USA INC offers the only suitable solution; and

WHEREAS, URETEK USA INC has patented both a polymer formula and deep injection system that is guaranteed to consolidate the underlying soils and lift up the surface improvements to their original elevations; and

WHEREAS, ownership of the patents for the materials and process makes URETEK USA INC the sole source for a polymer formula and deep injection system that meets the Project needs; and

WHEREAS, URETEK USA has submitted a proposal for the work in the amount of \$258,444.50 which includes a 5 year guarantee against future settlement; and

WHEREAS, Public Contract Code section 3400(c) authorizes the City to specify a specific concern for the provision of services or items if the City Council finds that a necessary service or item is only available from one source; and

WHEREAS, based on the City's review and Public Contract Code section 3400(c)(3), the City has determined that it must require and specify URETEK USA's polymer formula and deep injection system for the portion of the Project noted above; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage. This exception applies when there is only one

contracting party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, because URETEK USA owns the patent for the materials and process necessary to satisfactorily complete the portion of the Project described above, seeking bids from other contractors is unlikely to produce any advantage for the City; and

WHEREAS, based on the City's above described review, the unavailing nature of competitive bidding in this case and Public Contract Code Section 3400(c)(3), the City Council concludes that the City must require and specify URETEK USA INC's patented polymer formula and deep injection system for the Project and that it is in the best interests of the City to sole-source the polymer formula and deep injection system from URETEK USA INC; and

WHEREAS, the City Engineer has reviewed URETEK USA INC's proposal, found it to be responsive in all respects, and has recommended awarding a sole source contract to URETEK USA INC.

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

- (1) The above recitals are true and correct.
- (2) The sole source procurement of URETEK USA INC's patented polymer formula and deep injection system will allow the City to ensure satisfactory performance of the portion of the Project that requires stabilizing and lifting the existing pavement and median curbs to eliminate dips caused by the consolidation of underlying soils, and will avoid the waste of City funds associated with addressing defects in an inadequate solution.
- (3) Pursuant to Public Contract Code Section 3400(c)(3), that URETEK USA INC's patented polymer formula and deep injection system is the only solution that will meet the needs of the City on the Project.
- (4) Based on the foregoing, that bidding would be futile and provide the City with no competitive advantage as no other firm that could bid on the work possesses the patent for the polymer formula and deep injection system that URETEK USA INC possesses.
- (5) that the City Manager is authorized to execute the contract with URETEK USA INC for the pavement stabilization and lifting portion of the 2016 Arterial Rehabilitation Project (CIP Project No. 10437) on behalf of the City.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 20th day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

ATTEST:

Howard Geller, Mayor

Janet Brown, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular meeting held on September 20, 2016.

Janet Brown, City Clerk



Sep 6, 2016

Rick Angrisani
City of Clayton
(925) 363-7433
ricka@permcoengineering.com

URETEK USA, Inc. is pleased to present this proposal to the City of Clayton for soil stabilization and lifting of Clayton Road and Oakhurst Drive.

PROBLEM

Clayton Road 2 locations (Slide A & B) are experiencing unstable soil and slight settlement.

Oakhurst Drive 2 locations (Site 1 & 2) are experiencing settlement in the asphalt roadway.

This problem can be addressed by utilizing the URETEK Deep Injection (UDI) process to stabilize the soils in each location with continued injection into the soils to accomplish any lifting required.

ESTIMATED SCOPE OF WORK:

Slide A (20x300) and Slide B (20x420) are located on **Clayton Road** between Peacock Creek Drive and Marsh Creek Road. There is an additional area approximately 4' x 315' that has settled an estimated 1/2".

Site (1) area is approximately 30' x 80' on **Oakhurst WB** 350' from the cross-walk of West Eagle Peak Ave.

Site (2) area is approximately 30' x 100' on **Oakhurst EB** 700' from the cross-walk of East Eagle Peak Ave

PROPOSED SOLUTION:

URETEK USA will use the patented URETEK Deep Injection (UDI) process and our URETEK 486 STAR polymer to stabilize the soils under the roadway. Injections will continue after stabilization if lift is required.

URETEK USA will perform the following operations:

1. Profile all lanes of the roadway.
2. Execute Dynamic Cone Penetrometer (DCP) tests for each work area to assess pre-injection soil conditions and design the injection plan. (Step 2 completed)
3. Drill injection holes on 4' centers, install injection tubes between -3' and -5'.
4. Inject the highly expansive, high strength, lightweight, water-resistant URETEK 486 STAR polymer through the tubes and into the soils beneath the base to fill the voids & stabilize the soils. Injection will continue until 1mm of movement is detected at the surface of the roadway confirming adequate soil stabilization. Injections will continue if lift is necessary. Since this polymer is water-resistant, it can be injected into wet soil conditions without compromising the integrity of the polymer.
5. Drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.
6. Perform final profile of all lanes of the roadway for warranty purposes.

PROPOSED COST:

URETEK USA is pleased to quote on repairs to the affected soils.

Clayton Road

Estimated 9,000 pounds of polymer @ \$8.25 per pound for stabilization of Slope A	\$	74,250.00
Estimated 12,500 pounds of polymer @ \$8.25 per pound for stabilization of Slope B	\$	103,125.00
Vacuum excavation- Subtronic \$990 ea. (estimated @ 10 potholes)	\$	9,900.00
Contractor (Subtronic) invoice for work already performed (5 potholes)	\$	4,104.50
Contractor (CMC) for Traffic Control \$865.00 per day (estimated @ 6 days)	\$	5,190.00
Total	\$	<u>196,569.50</u>

Oakhurst Drive

Estimated 3,500 pounds of polymer @ \$8.25 per lb. for stabilization & lifting. (Oakhurst WB)	\$	28,875.00
Estimated 4,000 pounds of polymer @ \$8.25 per lb. for stabilization & lifting. (Oakhurst EB)	\$	33,000.00
DCP Tests 8 @ \$600 ea. - 04/07/16	\$	4,800.00 /Waived
Total	\$	<u>61,875.00</u>
Total combining both Clayton Road and Oakhurst Drive	\$	<u>258,444.50</u>

*****Client will only be invoiced for actual material used. *****

SCHEDULE:

Schedule will be discussed between the URETEK USA operations manager and client after all paperwork is in order.
Traffic may be returned to the lane we work in 15 minutes after our last injection.

ITEMS NOT INCLUDED IN QUOTE:

joint/crack sealing - bonding - milling of existing asphalt wedges (if required)

WARRANTY:

URETEK USA will provide a five-year unconditional warranty against settlement of more than 1/4" of the injected areas (First two years bonded, 3 additional years un-bonded). In the unlikely event that movement of more than 1/4" in the injected areas occurs, URETEK USA will return to inject the affected area to lift to proper grade at no charge to the owner.

SAFETY:

Safety – Our people are our most important asset and safety is our top concern. URETEK USA has an impressive safety record. URETEK USA has an extensive safety manual directly pertaining to our polyurethane injection process. URETEK USA has employed an industrial hygienist company to produce a safety report on our production unit, process, and personnel. The report clearly shows on-site safety procedures in using and handling the process chemicals and equipment. The report is available upon request.

INSURANCE:

URETEK USA has insurance in excess of any requirements client may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'JD', with a long horizontal line extending to the right.

Joseph Diaz
Project Manager Northern California
URETEK USA, Inc.

cc: Edward Hibbard – Central & Western US Sales Manager, URETEK USA, Inc.

**CITY OF CLAYTON
CONSTRUCTION CONTRACT**

**PAVEMENT STABILIZATION & LIFTING PORTION OF THE
2016 ARTERIAL REHABILITATION PROJECT (CIP 10437)**

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Clayton, a municipal corporation organized under the laws of the State of California ("City") and URETEK USA INC., an Iowa Corporation, with its principal place of business at P.O. Box 1929, Tomball, TX 77377 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. The following license classification is required for this Project: Class A (General Engineering).

2.3 Project. City desires to engage Contractor to render such services to complete the pavement stabilization and lifting portion of the **2016 ARTERIAL REHABILITATION PROJECT (CIP 10437)** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, performance bond, payment bond, public works contractor registration certification and insurance documents as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- a) This Contract
- b) Contractor's Proposal
- c) Faithful Performance Bond
- d) Labor and Material (Payment) Bond
- e) General Conditions
- f) Special Provisions
- g) Standard Specifications
- h) Standard Plans
- i) Plans and Detailed Drawings

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required

substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within Thirty (30) Calendar days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred dollars (\$500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the

Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein and based upon the unit prices set forth in the Contractor's proposal, City agrees to pay Contractor a total contract price of Two Hundred Fifty Eight Thousand, Four Hundred Forty-four and 50/100 Dollars (\$258,444.50) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. Since the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which

Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of

up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor shall complete and submit the Public Works Contractor Registration Certification to the City prior to Contract execution.

3.7.14 Labor Compliance: This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.2 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.3 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.4 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City

and its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.5 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.6 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.7 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.8 City and State Recycling Mandates. Contractor shall comply with City and State Recycling Mandates. Prior to commencement of the work, Contractor shall provide the City with a list of recycling facilities he intends to use for the work. Prior to completion of the work and acceptance by the City, the Contractor shall provide proof of delivery of such materials from the recycling facilities, including actual quantities delivered and recycled. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.

In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.11 Indemnification.

3.11.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City and its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City and its officials, officers, employees, volunteers and agents.

3.12 Insurance.

3.12.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section and the City's Standard Specifications. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section and the City's Standard Specifications. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.12.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by

Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.12.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.12.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.12.3.1 General Liability. (1) Such policy shall give the City of Clayton, its officials, officers, employees, volunteers and agents additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.12.3.2 Automobile Liability. (1) Such policy shall give the City of Clayton, its officials, officers, employees, volunteers and agents additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the

Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects City, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.12.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by Contractor. Contractor shall complete and submit the Workers Compensation Certification attached hereto as Exhibit "A" prior to contract execution.

3.12.3.4 Contractor's Pollution Liability Coverage. The contractor's pollution liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) Consultant agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.12.3.5 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, volunteers and agents.

3.12.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.12.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, volunteers and agents.

3.12.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, volunteers and agents; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.12.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.9 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, officers, employees, volunteers and agents as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.12.10 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.13 Bond Requirements.

3.13.1 Payment Bond. Contractor shall execute and provide to City concurrently with this Contract, a Payment Bond in an amount equal to 100% of the Contract and in the form attached hereto as Exhibit "B". No payment will be made to Contractor until the bond has been received and approved by the City.

3.13.2 Performance Bond. Contractor shall execute and provide to City concurrently with this Contract, a Performance Bond in an amount equal to 100% of the Contract and in the form attached hereto as Exhibit "B". No payment will be made to Contractor until the bond has been received and approved by the City.

3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.14 Warranty.

3.14.1. General Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.14.2 Manufacturer Warranties. Any manufacturer or supplier guaranty provided for any equipment or materials used on the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers, which such warranties and guaranties shall be incorporated herein by this referenced and attached hereto following receipt by the City.

3.15 Employee/Labor Certifications.

3.15.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which

require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

3.16 General Provisions.

3.16.1 City's Representative. The City hereby designates the City Engineer, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.16.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.16.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.16.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.16.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.16.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

URETEK USA INC
P.O. Box 1929
Tomball, TX 77377
Attn: Joseph Diaz

CITY:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Rick Angrisani, City Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.16.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.16.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option,

terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.16.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.16.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.16.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.16.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.16.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.16.15 Certification of License.

3.16.15.1 General. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.16.15.2 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or

omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.16.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.16.17 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.16.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a written document signed by both Parties.

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

3.16.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

[SIGNATURES ON NEXT TWO PAGES]

CITY'S SIGNATURES

CITY OF CLAYTON

By: _____
Howard Geller
Mayor

Attest:

Janet Brown
City Clerk

Approved as to Form:

Mala Subratmanian
City Attorney

[CONTRACTOR'S SIGNATURES NEXT PAGE]

CONTRACTOR'S SIGNATURES

URETEK USA INC	
By: _____ Signature	By: _____ Signature
_____ Name (Print)	_____ Name (Print)
_____ Title (Print)	_____ Title (Print)

EXHIBIT "A"
WORKERS COMPENSATION CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

URETEK USA INC

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "B"

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Clayton (hereinafter referred to as "City") has awarded to URETEK USA, (hereinafter referred to as the "Contractor") an agreement for the pavement stabilization and lifting portion of the 2016 Arterial Rehabilitation Project (CIP No. 10437) (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated September, 2016, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, URETEK USA INC, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

Name and Address of Surety: _____

Name and Address of Agent or Representative for service of process in California, if different from above:

Telephone number of Surety and Agent or Representative for service of process in California:

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Clayton (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to URETEK USA INC, hereinafter designated as the "Principal," a contract for the work described as the pavement stabilization and lifting portion of the 2016 Arterial Rehabilitation Project (CIP No. 10437), (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated September, 2016, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of

any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "C"

LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care different from the standard of care imposed by law.

It is understood and agreed that neither the City of Clayton ("City") nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by URETEK USA (Contractor") under or in connection with any work, authority or jurisdiction delegated to the Contractor under this agreement. It is understood and agreed that pursuant to Government Code Section 895.4 Contractor shall defend, indemnify and save harmless the City, its officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the Contractor under or in connection with any work, authority or jurisdiction delegated to the Contractor under this agreement.

The Contractor waives any and all rights to any type of express and implied indemnity and defense against the City, its officers and employees arising from any work, authority or jurisdiction delegated to the Contractor under this agreement.

Executed on _____, 2016

URETEK USA INC

By _____

TITLE



Agenda Item: 3h

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk

DATE: September 20, 2016

SUBJECT: COUNCIL REAPPOINTMENT OF JOYCE ATKINSON AS REPRESENTATIVE AND JEANNE BOYD AS THE ALTERNATE TO THE CONTRA COSTA COUNTY LIBRARY COMMISSION FOR THE TERM JULY 1, 2016 THROUGH JUNE 30, 2018.

RECOMMENDATION

Appoint Joyce Atkinson to the serve as the City of Clayton's representative and Jeanne Boyd as the alternate to the Contra Costa County Library Commission for a three-year term ending 30 June 2018.

BACKGROUND

Staff received an email from the Library Community and Media Relations Coordinator indicating the terms of office for Clayton's representatives on the County Library Commission ended on June 30, 2016.

Staff contacted Joyce Atkinson and Jeanne Boyd (Alternate) and each is willing to be reappointed as the respective representative of the City of Clayton on the Library Commission.

FISCAL IMPACT

None.

Attachments:

Email from Contra Costa County Library Community and Media Relations Coordinator (1 pg)

Janet Brown

From: Brooke Converse <bconvers@ccclib.org>
Sent: Friday, August 19, 2016 10:10 AM
To: jbrown@ci.clayton.ca.us
Subject: County Library Commissioners

Hi Janet,

I am working to update the roster for our county Library Commission.
My records show that the terms for both Commissioner Joyce Atkinson and alternate Jeanne Boyd expired on June 30, 2016.

Have either of them asked to be reappointed?

Thank you,
Brooke

Brooke Converse

COMMUNITY AND MEDIA RELATIONS COORDINATOR • CONTRA COSTA COUNTY LIBRARY

.....
Library Administration | 75 Santa Barbara Rd. | Pleasant Hill, CA 94523
bconvers@ccclib.org | 925.927.3213 | Follow us on [facebook](#) | [twitter](#)

declaring
September 19 - 25, 2016
as
"Falls Prevention Awareness Week"

WHEREAS, nearly 164,505 people, or 14.6% percent of Contra Costa County's 1,126,745 population, are age 65 or older; and

WHEREAS, each year nationally, one in every three adults age 65 and older falls; and falls are the leading cause of injury death among seniors; and every 35 minutes, an older adult dies from a fall; and

WHEREAS, falls are the most common cause of nonfatal injuries and hospital admissions for trauma, causing injuries such as hip fractures and head traumas; and fall-related injury is one of the 20 most expensive medical conditions; and

WHEREAS, according to a 2010, report, almost half (49.3%) of Contra Costa County's unintentional injury hospitalizations occurred among residents 65 years and older; and over three-quarters (75.9%) of these hospitalizations were due to falls; and

WHEREAS, county residents 65 years and older had the highest unintentional injury hospitalizations in the county due to falls, followed by motor vehicle traffic accidents and poisonings; and

WHEREAS, falling and the fear of falling can lead to depression, isolation, diminished mobility, and loss of functional independence; and

WHEREAS, concentrated efforts are being made in Contra Costa County by the Fall Prevention Coalition to reduce falls and fall related injuries using multi-faceted interventions; and

WHEREAS, by Senate Concurrent Resolution SCR 77 of May 28, 2008 declares the first week of fall each year as Falls Prevention Awareness Week in California, and the Federal Safety of Seniors Act of 2007 calls for the expansion of public health programs, educational outreach, and research activities related to fall prevention.

NOW THEREFORE BE IT RESOLVED that I, Howard Geller, Mayor, on behalf of the Clayton City Council, do hereby proclaim the week of September 19-25, 2016 as "FALLS PREVENTION AWARENESS WEEK" in the City of Clayton, and call upon our citizens and interested groups to observe the week with appropriate activities that promote awareness of fall prevention.

Agenda Item: 4a

Agenda Date: 9-20-2014



Agenda Date: 9-20-2016

Agenda Item: 8a

Approved:

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk

DATE: September 20, 2016

SUBJECT: Consideration of a proposed Ordinance adjusting monthly compensation for elected members of the Clayton City Council to be effective beginning December 7, 2016.

RECOMMENDATION

It is recommended the City Council consider its proposed Ordinance No. 468 for Introduction and First Reading.

BACKGROUND

As a general law city, the City of Clayton is governed by the California Government Code [Sections 36516] pertaining to the maximum amount a general law elected city councilmember may earn for compensation. It also regulates when such adjustments in compensation may be authorized.

A. Section 36516 (a)(1)

In cities up to and including 35,000 in population, each member of the city council may receive up to and including \$300 per month in compensation. Said amount *is not* inclusive of any other benefits the city councilmembers may receive. That base amount may be increased by action of the governing body according to the formula outlined in Section C below.

The current compensation received by each member of the Clayton City Council is \$390.00.

B. Section 36516.5

A change in compensation can not apply to a councilmember during one's term of office when voted into place; however, the prohibition herein expressed shall not prevent the adjustment of the compensation of all members of the council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of beginning a new term of office.

C. Section 36516 (c)

Compensation of council members may be increased beyond the amount provided in Section A (above) by a local ordinance or by an amendment to a local ordinance but the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increase in salary.

DISCUSSION

Pursuant to the applicable laws of the California Government Code, the Clayton City Council, by adoption of a new local ordinance, may adjust the current \$390 per month city council compensation to be effective for each member of the City Council [5] newly-constituted and reorganized after the certified results of the municipal election to be held 08 November 2016. Such an ordinance should be adopted [Second Reading] by this City Council no later than 04 October 2016 or the Council's second regular meeting in October in order to be clearly effective for the "new" Clayton City Councilmembers.

The only available method of increasing compensation, Section 36516 (c) allows the monthly compensation amount to exceed the allowable \$390 per month with a 5% increase for each calendar year from the previous increase. The previous increase was adopted to increase the City Council compensation commencing December 2008 (by Ordinance No. 461).

Calculation

A. Calendar years since December 2008: 8
8 years x 5% per year = 40% (max)
\$390/mo X 40% \$546/month maximum allowed

B. After reviewing this matter at its August 16, 2016 City Council meeting, the Council requested staff move forward with preparing an Ordinance which could encompass a 20.5% increase over the current \$390 per month:

$$\$390 \times 20.5\% = \$469.95$$

The City Council directed staff to round up the proposed monthly compensation to \$470.00 per month for each member of the City Council.

C. For comparison during the intervening eight (8) years since its last compensation adjustment, the Consumer Price Index (CPI) for the Bay Area (All Urban Consumers) rose by 21.74% (December 2008 – June 2016; 47.513 pts.).

FISCAL IMPACT

Should the City Council decide to proceed with the enactment of a local ordinance increasing the monthly compensation of each City Councilmember seated after the November 2016 general municipal election (in December 2016), the net budgetary impact would be realized for the remaining 7 months of FY 2008-2009 [assumption: \$470/month set]:

Council Compensation and Associated Costs (per Councilmember)	FY 2016-2017 (7 months)	Annual Impact thereafter
Council compensation (5):	\$560	\$960
PERS (2):	\$86.11	\$147.62
Workers Comp (5):	\$27.25	\$46.71
FICA/Medicare (3):	\$42.84	\$73.44
Total per Councilmember:	\$750.92	\$1,287.29
Total X 5 Councilmembers:	\$3,754.60	\$6,436.46

It is noted that members of the City Council do not, in past practice, submit any expenses for costs incurred in the performance of one's elected duties, such as telephone or cell phone charges, gasoline/mileage expenses, or home paper costs.

Attachments: 1. Draft Ordinance No. 468- Only Council Compensation Changes (2 pages)

ORDINANCE NO. 468

AN ORDINANCE REVISING THE MONTHLY COMPENSATION FOR CITY COUNCIL MEMBERS BY AMENDING THE CLAYTON MUNICIPAL CODE SECTION 2.05.010

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

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

WHEREAS, California Government Code, Section 36516, permits a city council salary increase in an amount not to exceed five (5) percent for each calendar year from the operative date of the last salary adjustment; and

WHEREAS, the last adjustment to the City Council monthly salary occurred eight years ago in 2008, which currently provides Council members with \$390 per month starting in December 2008; and

WHEREAS, the Clayton City Council salary may legally be increased by up to 40 percent, for a total of \$546 per month; and

WHEREAS, the Clayton City Council has determined to increase its monthly salary by only 20.5 percent for a new monthly salary of \$470 commencing December 6, 2016.

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

Section 1. Section 2.05.010 of the Clayton Municipal Code (Monthly Compensation) is hereby amended to read in its entirety as follows:

“2.05.010 Monthly Compensation. Each member of the City Council shall receive compensation in the amount of Four Hundred Seventy Dollars (\$470.00) per month for each full month of a Council Member's term of office, provided however, no compensation shall be paid for any month in which the City Council fails to hold at least one regular public meeting.”

Section 2. Monthly compensation for City Council members as set forth in Section 1 above shall not become effective until December 6, 2016, which date follows the next City Council election in November 2016, when one or more members of the Council shall begin a new term of office.

Section 3. 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 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 4. 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 5. 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 Section 1 of this Ordinance to be entered 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 held on September 20, 2016.

Passed, adopted, and ordered posted by the City Council of the City of Clayton at a regular public meeting thereof held on October 4, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Howard Geller, Mayor

ATTEST

Janet Brown, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Malathy Subramanian, City Attorney

Gary A. Napper, City Manager

I hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Clayton held on September 20, 2016 and was duly adopted, passed, and ordered posted at a regular meeting of the City Council held on October 4, 2016.

Janet Brown, City Clerk



Agenda Date: 9-20-2016

Agenda Item: 8b

Approved:

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk

DATE: September 20, 2016

SUBJECT: Designation of Voting Delegate and Alternate Delegate for League of California Cities 2016 Annual Conference being held October 5 through 7, in Long Beach and the Cities position on the one (1) League Conference General Resolution.

RECOMMENDATION

If budgetary action allows, it is recommended the City Council consider designating one of its members as the Voting Delegate and one member as the Alternate to represent the City of Clayton during the 2016 League of California Cities Annual Business Meeting.

BACKGROUND

The League of California Cities' "Annual Conference" is scheduled for Wednesday, October 5 through Friday, October 7 in Long Beach. A Business Meeting will take place on Friday, October 7, 2016 at noon. Councilmember Pierce serves on the League's Transportation, Communications and Public Works Policy Committee (11 years), Vice Mayor Diaz serves on the League's Public Safety Policy Committee and is the City's representative to the East Bay Division of the League of California Cities.

League Bylaws provide that each City is entitled to one vote in matters affecting municipal or League policy. Per the attached Annual Conference Voting Procedures, a City official must have in possession the City's Voting Card and be registered with the Credentials Committee to cast that City's vote. A voting card will be issued to the City officials designated by the City Council on the attached Voting Delegate Form.

Conference registration is required for voting delegates. There is only one (1) General Resolution submitted in advance (Attachment B) and its subject matter does not seem to warrant City Council representation for that purpose alone.

FISCAL IMPACT

During the last 7 fiscal years the vast majority of conference and training budget for all personnel of the City, including the City Council, was eliminated or significantly curtailed, except for League Division and Mayors' Conference attendance. If the Council wishes to send a delegate, funds will need to be allocated.

The cost of conference registration is \$575 for the full event plus lodging and transportation expenses. The Fiscal Year 2016-2017 Budget, adopted on June 21, 2016, included in Legislative Department 01 account number 7372 Conferences/Meetings of \$1,000.00. In the past the City has not paid for lodging expenses at an Annual Conference when it is held in the northern California or Bay Area vicinity.

- Attachment – A. League of California Cities Annual Conference Voting Procedures (4 pages)
B. League of California Cities Annual Conference Resolutions (25 pages)
C. Conference Program (1 pg.)



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
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www.cacities.org

August 16, 2016

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2016 Annual Conference Resolutions Packet.

Annual Conference in Long Beach. This year's League Annual Conference will be held October 5 – 7 in Long Beach. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Closing Luncheon/General Assembly - Friday, October 7, 12:00 p.m. The League's General Assembly Meeting will be held at the Long Beach Convention Center.

Resolutions Packet. At the Annual Conference, the League will consider one resolution introduced by the deadline, Saturday, August 6, 2016, midnight. The resolution is included in this packet. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider this resolution and to determine a city position so that your voting delegate can represent your city's position on the resolution. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolution at the Annual Conference. This includes the date, time and location of the meetings at which the resolution will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the General Assembly Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. If your city has not yet appointed a voting delegate, please contact Meg Desmond at (916) 658-8224 or email: mdesmond@cacities.org.

**Please Bring This Packet to the Annual Conference
October 5 – 7, Long Beach**



*Annual Conference
Resolutions Packet*

2016 Annual Conference Resolutions



Long Beach, California

October 5 – 7, 2016

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 – 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 5

Hyatt Regency Long Beach

200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

General Resolutions Committee

Thursday, October 6, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Street, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
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		1	2	3
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1 - Policy Committee Recommendation
to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

TRANSPORTATION, COMMUNICATION, AND PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Vision Zero			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

////////

Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has *the* highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronet.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California (http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTS.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo
Committee: Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change."¹ Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco’s Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² <http://visionzeronetwork.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

³ <http://www.loomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

⁴ <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

⁵ <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

⁶ <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

⁷ <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

Toward Zero Deaths – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”⁸ It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”⁹ They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ <http://safety.fhwa.dot.gov/tzd/>

⁹ http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.¹⁰ The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

Existing League Policy: "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- **Commitment to Efficiency.** Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source. Collectively, we must have the political will to push for sustainable transportation revenues.

- Unified Statewide Solution. For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- Equity. New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- Flexibility. Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- Accountability. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”¹¹

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”¹²

¹¹ <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

¹² <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>

LETTERS OF CONCURRENCE

Resolution No. 1

VISION ZERO

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,



Bill Harrison
Mayor





CITY HALL
LOS ANGELES, CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael
President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

ERIC GARCETTI
Mayor

JOE BUSCAINO
Councilmember, 15th District
League of California Cities Representative



OFFICE OF THE
CITY COUNCIL

CITY OF SACRAMENTO
CALIFORNIA

JAY SCHENIRER

COUNCILMEMBER
DISTRICT FIVE

July 27, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION
AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY
THROUGHOUT CALIFORNIA

Dear President Michael,


The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in many cities and Sacramento is currently developing its own **Vision Zero Action Plan**.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely,


Jay Schenirer, Council Member
Chair, Law & Legislation Committee



THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden
Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

cc: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor
Kristin Tillquist, Director of State Government Affairs, Office of the Mayor
Vic Bienes, Assistant Director, Transportation & Storm Water Department
Linda Marabian, Deputy Director, Traffic Engineering Operations



Transportation & Storm Water Department

202 C Street, 9th Floor, MS 9A • San Diego, CA 92101

Tel (619) 236-6594 Fax (619) 236-6570

RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 03 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

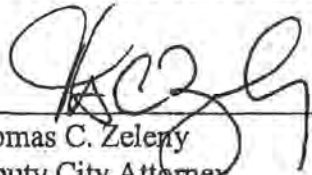
WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

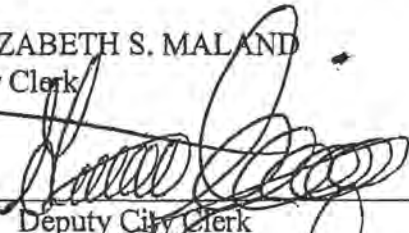
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Thomas C. Zeleny
Deputy City Attorney

TCZ:cfq
September 24, 2015
Or.Dept:Envir. Comm.
Doc. No.: 1116742

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 27 2015

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 11/2/15
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on OCT 27 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 03 2015

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 310042



August 1, 2016

The Honorable Dennis Michael
President, League of California Cities
1400 K Street
Sacramento, CA 95814

Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California

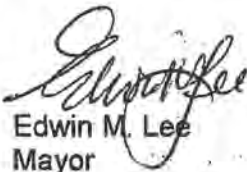
Dear President Michael,

On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,


Edwin M. Lee
Mayor



City of
Santa Monica®

Mayor Tony Vazquez
Mayor Pro Tempore Ted Winterer

Councilmembers

Gleam Davis
Sue Himmelrich
Kevin McKeown
Pam O'Connor
Terry O'Day

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for *Safer People, Safer Streets* in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a New Model for Mobility is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

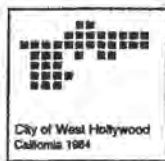
Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced **Vision Zero/Towards Zero Deaths** and I am in strong support of expanded transportation safety in California cities.

Sincerely,


Tony Vazquez
Mayor

1685 Main Street • PO Box 2200 • Santa Monica • CA 90407-2200
tel: 310 458-8201 • fax: 310 458-1621 • e-mail: council@smgov.net



CITY OF WEST HOLLYWOOD

CITY HALL
3300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

OFFICE OF THE CITY MANAGER

PAUL AREVALO
CITY MANAGER

July 21, 2016

The Honorable L. Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA - SUPPORT

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. *Vision Zero* and *Towards Zero Deaths* strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo,
CITY MANAGER

c: Honorable Members of the West Hollywood City Council





(subject to change)

WEDNESDAY, OCTOBER 5

- 8:00 a.m. – 6:00 p.m.....Registration Open (*Long Beach Convention Center*)
- 9:00 - 10:30 a.m.....Policy Committees (*at hotel*)
- 10:30 a.m. - NoonPolicy Committees (*at hotel*)
- 9:00 – 11:00 a.m.....AB 1234 Ethics Training
- 10:00 a.m. – 2:30 p.m.....City Clerks Workshop
- 10:30 – 11:45 a.m.Education
- 11:45 – 1:15 p.m.....Regional Division Lunches
- 1:00 - 1:30 p.m.First Time Attendee Orientation
- 1:30 – 2:45 p.m.....Department Business Meetings
- 3:00 - 5:00 p.m.**Opening General Session - Keynote Address**
- 5:00 – 7:00 p.m.....Grand Opening Expo Hall & Host City Reception
- 7:00 – 10:00 p.m.....CitiPAC – 11th Annual Leadership Reception

THURSDAY, OCTOBER 6

- 7:00 a.m. – 4:00 p.m.....Registration Open
- 8:00 – 9:30 a.m.Education
- 9:00 a.m. – 4:00 p.m.....Expo Open
- 9:45 – 11:45 a.m.....**General Session - Keynote Address**
- 11:30 a.m. - 1:00 p.m.Attendee Lunch In Expo Hall (*exhibitor exclusive; no competing events*)
- 1:00 – 2:15 p.m.....General Resolutions Committee
- 1:00 – 2:15 p.m.....Education
- 2:15 – 2:45 p.m.....Caucus Board Meetings
- 2:45 – 4:00 p.m.....Education
- 4:15 – 5:30 p.m.....Education
- 4:00 – 5:30 p.m.....Board of Directors Meeting
- EveningNetworking Receptions – Caucus, League Partners, Divisions

FRIDAY, OCTOBER 7

- 7:30 – 10:00 a.m.Registration Open
- 7:30 - 8:45 a.m.....Regional Division Breakfasts
- 9:00 - 10:15 a.m.....Education
- 10:30 – 11:45 a.m.....Education
- Noon – 2:00 p.m.....**Closing Luncheon with Voting Delegates & General Assembly**
- 2:00 p.m.Adjourn

NOTE: Conference Registration is required to attend Department meetings, Division Meetings, and General Assembly/Annual Business Meeting as an attendee and/or Voting Delegate.

Brown Act and League Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

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MINUTES
OF THE
REGULAR MEETING

Agenda Date: 9-20-2016

Agenda Item: 2a SA

CLAYTON SUCCESSOR and SUCCESSOR HOUSING AGENCIES

February 2, 2016

1. **CALL TO ORDER & ROLL CALL** - the meeting was called to order at 9:06 p.m. by Chairman Geller in Hoyer Hall of the Clayton Community Library, 6125 Clayton Road, Clayton, CA. Board Members present: Chairman Geller, Vice Chair Diaz, Board Members Haydon, Pierce and Shuey. Board Members absent: None. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, and City Clerk/Secretary Janet Brown.

2. **CONSENT CALENDAR-** It was moved by Board Member Pierce, seconded by Board Member Haydon, to approve the Consent Calendar as submitted (Passed; 5-0 vote).
 - (a) Information Only – No Action.
 1. Receipt of Long Range Property Management Plan for Disposition of former Clayton Redevelopment Agency Assets.
 - (b) Approved the minutes of the regular public meeting of January 19, 2016.

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

4. **PUBLIC HEARINGS** – None.

5. **ACTION ITEMS** – None.

6. **BOARD ITEMS** – None.

7. **ADJOURNMENT** – on call by Chairman Geller the meeting adjourned at 9:07 p.m.

###

Respectfully submitted,

Janet Brown, Secretary

Approved by the
Clayton Successor and Successor Housing
Agencies Board

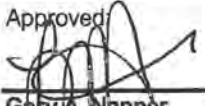
Howard Geller, Mayor



Agenda Date: 9-20-2016

Agenda Item: 2b SA

STAFF REPORT

Approved: 

Gary A. Napper
City Manager

**TO: HONORABLE CHAIR AND MEMBERS OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON**

FROM: KEVIN MIZUNO, FINANCE MANAGER, CPA

DATE: SEPTEMBER 20, 2016

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT AND
REPAYMENT SCHEDULE FOR THE SUPPLEMENTAL EDUCATIONAL
REVENUE AUGMENTATION FUND LOAN**

RECOMMENDATION

It is recommended that the Board of Directors of the Successor Agency to the Redevelopment Agency (RDA) of the City of Clayton adopt the attached Resolution approving an Agreement and a repayment schedule for the Supplemental Educational Revenue Augmentation Fund (SERAF) loan.

BACKGROUND

Pursuant to Health and Safety Code Section 33690, the RDA was required to make a SERAF payment for fiscal year 2009-10. Because the RDA did not have sufficient funds to make the legally required payment, it borrowed funds, in the principal amount of \$592,412, from its Low and Moderate-Income Housing Fund ("LMIHF"), as authorized by said Section 33690 (the "SERAF Loan"). This need for this loan was caused by insufficient tax increment revenues of the RDA in FY 2009-10 to pay the State of California mandated diversion of local redevelopment agency monies in FY 2009-10 to help patch its State budget deficit. Pursuant to the state legislation that permitted the RDA to borrow monies from its LMIHF to pay its state-mandated SERAF, the borrowed monies must ultimately be repaid to the LMIHF.

Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012, and other subsequent legislation (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies throughout the State and established certain procedures and requirements for the wind-down of their activities.

The Successor Agency is the successor entity to the former RDA and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former RDA, including without limitation the performance and repayment of all enforceable obligations of the former RDA.

Pursuant to Health and Safety Code Section 34176, the City elected to retain the housing assets and functions previously performed by the RDA.

Health and Safety Code Section 34171(d)(1)(G) defines "enforceable obligations" to include amounts borrowed from, or payments owing to, the LMIHF, provided the repayment schedule is approved by the Oversight Board. Health and Safety Code Section 34176(e)(6)(B) provides that loans of monies borrowed from the LMIHF may be repaid after fiscal year 2013-14, with certain restrictions and limitations. All such repayments must be transferred to a Low and Moderate Income Housing Asset Fund established pursuant to Section 34176(d) as a housing asset, and must be used in a manner consistent with the affordable housing requirements of the Community Redevelopment Law.

Health and Safety Code Section 34191.4(b) provides that, following issuance of a finding of completion by the California Department of Finance ("DOF"), and approval by the Oversight Board with a finding that the SERAF Loan was for legitimate redevelopment purposes, the SERAF Loan shall be deemed to be an enforceable obligation, and may be repaid subject to the restrictions set forth in Health and Safety Code Sections 34191.4(b)(3) and 34176(e)(6)(B).

The SERAF payment was required by law, pursuant to Health and Safety Code Section 33690. Further, borrowing from the LMIHF to make the legally required SERAF payment was specifically authorized by said Section 33690. In addition, Health and Safety Code Section 33020.5 provides, in part, that "redevelopment" also includes payments to school districts in the fiscal year specified in Section 33690.

SERAF loans are enforceable obligations pursuant to Health and Safety Code Section 34171(d)(1)(G), whereby such loan payments are to be repaid to the LMIHF, with Oversight Board approval of the repayment schedule.

The principal amount of \$592,412 was scheduled for repayment in the Successor Agency's Recognized Obligation Payment Schedule (ROPS) in four (4) equal payments of \$148,103, commencing FY 2011-12 and ending in FY 2014-15. AB 1484, which was adopted in late June 2012 as clean-up legislation to AB X1 26, modified language relative to repayment of internal and City-Successor Agency loans, resulting in a delay in paying off the SERAF Loan. In short, the legislation continues to require that the Oversight Board adopt a repayment schedule for these loans, but also limits the amount of the repayment based on a formula specified in Section 34176(e)(6)(B) of the Health and Safety Code (HSC) to "*...one-half of the increase between the amount distributed to taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012-13 base year.*" In layman's terms, this means that the maximum payment for these type of loans cannot be more than one-half of the increase in the residual amount of Redevelopment Property

Tax Trust Fund (RPTTF) resources available for distribution to taxing entities after enforceable obligations are repaid for the fiscal year in which the payment is proposed versus the residual amounts distributed to affected taxing entities in FY2012/13.

As a result of the State's "clean-up" legislation passed after the adoption of the Successor Agency's first two ROPS, the DOF disallowed repayment on the SERAF loan line item, and has continued to disallow repayment through the most recent 2016-2017 ROPS. In the Determination Letter approving the 2016-2017 ROPS dated April 11, 2016 the DOF stated "Once the OB approves the loan and the loan repayment schedule, and the corresponding OB action is approved by the DOF, the Agency may request funding for this item on future ROPS." Following approval of the SERAF Loan and the repayment schedule by the Oversight Board, the SERAF Loan will be placed on the next ROPS to be submitted to the Oversight Board and DOF.

DISCUSSION

Pursuant to the DOF's April 11, 2016 Determination Letter, Staff has calculated the SERAF loan repayment schedule applying the restrictions established by HSC section 34176(e)(6)(B). The "residual amounts" available for distribution to taxing entities, which is a key component in calculating the maximum annual repayments, were obtained from the Contra Costa County Auditor-Controller's Office (ACO) through the ROPS process pursuant to HSC section 34183(a)(4). The residual amounts are determined by the ACO by deducting pass-through payments, approved ROPS obligations, and ACO administrative costs from the incremental property taxes collected in the former redevelopment areas. The following is a calculation of the maximum SERAF loan repayment amount for FY 2017-18.

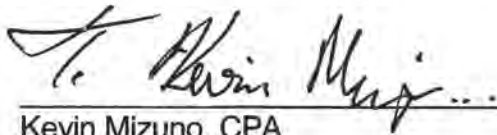
Base Year:	ROPS II July - Dec 2012	ROPS III Jan - June 2013	Total For Base Year
Total Residual Balance	304,032	1,310,545	1,614,577
Comparison Year:	ROPS 15-16A July - Dec 2015	ROPS 15-16B January - June 2016	Total For Comparison Year
Total Residual Balance	1,489,456	2,094,377	3,583,833
	A Total Residual Balance for Comparison Year		3,583,833
	B Total Residual Balance for Base Year		1,614,577
	A-B Difference of Residual Balance		1,969,256
	Divide Difference by two		+2
	Maximum Repayment Amount Authorized Per Fiscal Year		984,628

As the chart illustrates, the maximum repayment amount authorized per fiscal year far exceeds the outstanding principal balance of the SERAF loan. Consistent with the Oversight Board's original approval of the SERAF loan repayment terms on April 26, 2012, the balance of the SERAF loan will be payable to the Successor Housing Agency in four equal principal installments of \$148,103 beginning in the fiscal year 2017-18 and ending in the fiscal year 2020-21 ROPS period.

FISCAL IMPACT

The SERAF Loan payments will be made by the RDA Successor Agency (Fund No. 615) to the Successor Housing Agency (Fund No. 616) of the City of Clayton. The loan repayment may only be used for affordable housing purposes as defined by redevelopment law. A loan repayment of \$148,103 is being requested for fiscal year 2017-18 in the upcoming ROPS due to the DOF by February 1, 2017.

Respectively submitted,



Kevin Mizuno, CPA
Finance Manager

- Attachment 1 – Successor Agency Resolution Approving an Agreement and Repayment Schedule of a Loan Owed to the Former Redevelopment Agency's Low and Moderate Income Housing Fund in Accordance with Health & Safety Code Sections 34171(d)(1)(G) and 34176(e)(6)(A-B)
 - Exhibit A – SERAF Loan Agreement and Repayment Schedule

RESOLUTION NO. __- 2016

**RESOLUTION APPROVING AN AGREEMENT FOR THE
REPAYMENT OF A LOAN OWED TO THE FORMER
REDEVELOPMENT AGENCY'S LOW AND MODERATE INCOME
HOUSING FUND IN ACCORDANCE WITH HEALTH & SAFETY
CODE SECTION 34171(d)(1)(G) and 34176(e)(6)(A-B)**

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON
City of Clayton, California**

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council (the "City Council") of the City of Clayton (the "City") activated the Redevelopment Agency of the City of Clayton (the "Redevelopment Agency") and adopted City Ordinance No. 243 on July 20, 1987 adopting the Redevelopment Plan for the Clayton Redevelopment Project Area (the "Redevelopment Plan"), as amended from time to time; and

WHEREAS, Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, AB 1484 ("AB 1484"), enacted in June 2012, and other subsequent legislation (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, on January 17, 2012, by Resolution No. 03-2012, the Clayton City Council did exercise its priority right and took action to become the Successor Agency to the former Redevelopment Agency ("Successor Agency"), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34176, the City Council also elected to become the successor housing entity ("Housing Successor") and retain the housing assets and functions of the former Redevelopment Agency; and

WHEREAS, prior to its dissolution, the Redevelopment Agency became obligated under Health and Safety Code Section 33690 to make specified payments into the local "Supplemental Education Revenue Augmentation Fund" (SERAF) for fiscal year 2009-10; and

WHEREAS, because the Redevelopment Agency did not have sufficient funds to make the payments, it borrowed funds from its Low and Moderate-Income Housing Fund ("LMIHF"), as authorized by said Section 33690 (the "SERAF Loan"); and

WHEREAS, on May 19, 2010, the Redevelopment Agency borrowed the original principal sum of Five Hundred Thousand and Four Hundred Twelve (\$592,412) from the LMIHF in order to satisfy its FY 2009-10 SERAF payment obligation; and

WHEREAS, Health and Safety Code obligated the Redevelopment Agency to repay the SERAF Loan, but this obligation was not satisfied at the time of the Redevelopment Agency's dissolution and, accordingly, the Successor Agency must arrange for the repayment of the SERAF Loan; and

WHEREAS, Health and Safety Code Section 34176(e)(6)(B) provides that, commencing in fiscal year 2014-15, the Successor Agency may start repaying the SERAF Loan with funds from the Redevelopment Property Tax Trust Fund (RPTTF) administered by the Contra Costa County Auditor-Controller's Office (ACO), subject to prior approval and certain findings by the Oversight Board in accordance with Health and Safety Code Section 34191.4(b); and

WHEREAS, under Health and Safety Code Section 34171(d)(1)(G), the Redevelopment Agency's SERAF Loan repayment obligation is an enforceable obligation and, as such, it may be included on the Recognized Obligation Payment Schedules (ROPS) prepared by the Successor Agency under Health and Safety Code Section 34177; and

WHEREAS, the amount of each SERAF Loan payment which may be included on a ROPS is limited by Health and Safety Code Section 34176(e)(6)(B) to an amount equal to: one-half of the increase between the amount distributed by the ACO to taxing entities pursuant to paragraph (4) of Health and Safety Code Section 34183(a) in the then current fiscal year and the amount distributed to taxing entities pursuant to that same paragraph in the 2012-13 base fiscal year; and

WHEREAS, the principal balance of the SERAF Loan will be requested for payment on the ROPS by the Successor Agency and be repaid to the Housing Successor in four equal instalments of One Hundred Forty-Eight Thousand One Hundred and Three dollars (\$148,103) commencing in fiscal year 2017-18 and ending fiscal year 2020-21; and

WHEREAS, Health and Safety Code Section 34176(e)(6)(A) requires that all SERAF Loan repayment installments be paid into the LMIHF and used for purposes consistent with the Health and Safety Code's affordable housing requirements; and

WHEREAS, the Housing Successor and Successor Agency staff have prepared an Agreement to Repay Loan From the Low- and Moderate-Income Housing Fund of the Former Redevelopment Agency of the City of Clayton for Legally Required Payments to the Supplemental Educational Revenue Augmentation Fund (SERAF) ("SERAF Loan Repayment Agreement") to acknowledge the amount of the SERAF Loan currently outstanding, to provide for the repayment of the outstanding amount

borrowed from the LMIHF, and to have the payments deposited into the newly-created Low- and Moderate-Income Housing Asset Fund to be used by the City of Clayton, as the Housing Successor, for affordable housing purposes, as provided in Health and Safety Code Section 34176(e)(6)(A).

NOW, THEREFORE, BE IT RESOLVED the Successor Agency Board finds that the SERAF Loan was made in accordance with the Health and Safety Code for legitimate redevelopment purposes. This finding is based on the following facts:

a. The funds were borrowed from the LMIHF solely and explicitly to make the required payment into SERAF pursuant to Health and Safety Code Section 33690, which section specifically states in subsection (f) that it was the intent of the Legislature that said payment would directly or indirectly assist in the financing or refinancing, in whole or in part, of the community's redevelopment projects pursuant to Section 16 of Article XVI of the California Constitution.

b. Health and Safety Code Section 33020.5 provides, in part, that "redevelopment" includes payments to school districts in the fiscal year specified in Section 33690.

BE IT FURTHER RESOLVED in accordance with Health and Safety Code Section 3417(d)(1)(G) and Section 34176(e)(6)(B), the Successor Agency approves a SERAF Loan Repayment Agreement, including the Loan Repayment Schedule attached thereto. The Successor Agency further authorizes execution of the SERAF Loan Repayment Agreement on behalf of the Successor Agency, subject to any minor, technical or clarifying changes as may be approved by the Successor Agency Counsel. The approval and authorization set forth above are subject to approval of the SERAF Loan Repayment Agreement by the City Council, the Oversight Board (with the required finding) and DOF.

BE IT FURTHER RESOLVED the Successor Agency is authorized to include the amount of each SERAF Loan repayment installment on each ROPS prepared by the Successor Agency commencing on or after the ROPS period beginning July 1, 2017. Notwithstanding any terms and conditions set forth in the SERAF Loan Repayment Agreement, the repayment of amounts owing to the Housing Successor under the SERAF Loan Repayment Agreement shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

BE IT FURTHER RESOLVED once received from the ACO, every SERAF Loan repayment installment will be paid by the Successor Agency to the City of Clayton (as the Housing Successor) and deposited into the Low and Moderate Income Housing Asset Fund created by the City (as the Housing Successor), the outstanding balance of the SERAF Loan will be reduced by a corresponding amount, and the City (as the Housing Successor) will use the funds only for the purposes consistent with the Health and Safety Code's affordable housing requirements.

PASSED, APPROVED AND ADOPTED by the Successor Agency to the Redevelopment Agency of the City of Clayton, California at a regular public meeting thereof held on the 20th day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Successor Agency to the
Redevelopment Agency of the City of Clayton

Howard Geller, Chair

ATTEST:

Janet Brown, Secretary to the Successor Agency

AGREEMENT TO REPAY LOAN FROM THE LOW- AND MODERATE INCOME HOUSING FUND OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON FOR LEGALLY REQUIRED PAYMENTS TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND (SERAF)

THIS AGREEMENT (this "Agreement") is entered into this 20th day of September, 2016, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON, a public body (the "Successor Agency") and the CITY OF CLAYTON, in its capacity as the Housing Successor to the former Redevelopment Agency of the City of Clayton ("Housing Successor").

RECITALS

The Housing Successor and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of Clayton (the "Redevelopment Agency").

B. Pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a payment to the Supplemental Educational Revenue Augmentation Fund ("SERAF") for fiscal year 2009-10. Because the Redevelopment Agency did not have sufficient funds to make the payment, it borrowed funds from its Low and Moderate-Income Housing Fund ("LMIHF"), as authorized by said Section 33690 (the "SERAF Loan").

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, AB 1484 ("AB 1484"), enacted in June 2012, and other subsequent legislation (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to Health and Safety Code Section 34176, the City of Clayton elected to retain the housing assets and functions previously performed by the Redevelopment Agency.

F. Health and Safety Code Section 34176(e)(6)(B) provides that after fiscal year 2013-14, loans of monies borrowed from the Low and Moderate Income Housing Fund may be repaid, with certain restrictions and limitations.

G. Health and Safety Code Section 34191.4(b) provides that, following issuance of a finding of completion by the California Department of Finance ("DOF"), and approval by the Oversight Board with a finding that the SERAF Loan was for legitimate redevelopment

purposes, the SERAF Loan shall be deemed to be an enforceable obligation, and may be repaid subject to the restrictions set forth in Health and Safety Code Sections 34191.4(b)(3) and 34176(e)(6)(B).

H. The Successor Agency received a Finding of Completion from DOF on December 30, 2015.

I. The parties desire to enter into this Agreement to acknowledge the amount of the SERAF Loan currently outstanding, to provide for the repayment of the outstanding amount borrowed from the LMIHF, and to have the payments deposited into the newly-created Low- and Moderate-Income Housing Asset Fund to be used by the Housing Successor for affordable housing purposes, as provided in Health and Safety Code Section 34176(e)(6)(A).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Recitals. All of the above recitals are true and correct and are incorporated herein and made a part hereof.

2. Purpose. The purpose of this Agreement is to document the obligation to repay the SERAF Loan as an enforceable obligation to be listed by the Successor Agency on each successive Recognized Obligation Payment Schedule ("ROPS"), as required to be prepared under Health and Safety Code Section 34177, until such time as the SERAF Loan has been fully repaid.

3. Loan Amount. The Parties acknowledge that the current outstanding amount owed under the SERAF Loan is \$592,412.

4. Schedule of Repayment. Pursuant to Health and Safety Code Section 34176(e)(6)(B), repayments of SERAF Loans are restricted to the formula set forth therein. The repayment of the SERAF Loan each fiscal year shall be equal to the lesser of (i) the amount of \$148,103, or (ii) the maximum amount allowed under Health and Safety Code Section 34176(e)(6)(B).

5. Deposit in Low- and Moderate-Income Housing Asset Fund. Repayments of the SERAF Loan shall be made to the City of Clayton, in its capacity as the Housing Successor. The City, as the Housing Successor, shall deposit such repayments in a Low- and Moderate-Income Housing Asset Fund, established pursuant to Health and Safety Code Section 34176(d), and shall use such repayment amounts in accordance with the requirements for such Fund.

[Signatures on following page]

IN WITNESS WHEREOF, the Housing Successor and Successor Agency have executed this Agreement as of the date first set forth above.

**CITY OF CLAYTON, in its capacity
as the Housing Successor to the former
Redevelopment Agency of the City of Clayton**

By: _____
Gary A. Napper, City Manager

ATTEST:

By: _____
Janet Brown, City Clerk

APPROVED AS TO FORM:

By: _____
Malathy Subramanian,
Best Best & Krieger LLP
City Attorney

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY OF CLAYTON**

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
Successor Agency Counsel

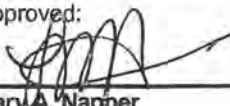


Agenda Date: 9-20-2016

Agenda Item: 2c SA

STAFF REPORT

Approved:



Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS, ACTING IN ITS CAPACITY AS THE BOARD OF THE HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON

FROM: KEVIN MIZUNO, FINANCE MANAGER, CPA

DATE: SEPTEMBER 20, 2016

SUBJECT: ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT AND REPAYMENT SCHEDULE FOR THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND LOAN

RECOMMENDATION

It is recommended that the City Council, in its capacity as the Housing Successor to the RDA, adopt the attached Resolution approving an Agreement and a repayment schedule for the Supplemental Educational Revenue Augmentation Fund (SERAF) loan.

BACKGROUND

Pursuant to Health and Safety Code Section 33690, the RDA was required to make a SERAF payment for fiscal year 2009-10. Because the RDA did not have sufficient funds to make the legally required payment, it borrowed funds, in the principal amount of \$592,412, from its Low and Moderate-Income Housing Fund ("LMIHF"), as authorized by said Section 33690 (the "SERAF Loan"). This need for this loan was caused by insufficient tax increment revenues of the RDA in FY 2009-10 to pay the State of California mandated diversion of local redevelopment agency monies in FY 2009-10 to help patch its State budget deficit. Pursuant to the state legislation that permitted the RDA to borrow monies from its LMIHF to pay its state-mandated SERAF, the borrowed monies must ultimately be repaid to the LMIHF.

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Pursuant to Health and Safety Code Section 34176, the City elected to retain the housing assets and functions previously performed by the RDA.

Health and Safety Code Section 34171(d)(1)(G) defines "enforceable obligations" to include amounts borrowed from, or payments owing to, the LMIHF, provided the repayment schedule is approved by the Oversight Board. Health and Safety Code Section 34176(e)(6)(B) provides that loans of monies borrowed from the LMIHF may be repaid after fiscal year 2013-14, with certain restrictions and limitations. All such repayments must be transferred to a Low and Moderate Income Housing Asset Fund established pursuant to Section 34176(d) as a housing asset, and must be used in a manner consistent with the affordable housing requirements of the Community Redevelopment Law.

Health and Safety Code Section 34191.4(b) provides that, following issuance of a finding of completion by the California Department of Finance ("DOF"), and approval by the Oversight Board with a finding that the SERAF Loan was for legitimate redevelopment purposes, the SERAF Loan shall be deemed to be an enforceable obligation, and may be repaid subject to the restrictions set forth in Health and Safety Code Sections 34191.4(b)(3) and 34176(e)(6)(B).

The SERAF payment was required by law, pursuant to Health and Safety Code Section 33690. Further, borrowing from the LMIHF to make the legally required SERAF payment was specifically authorized by said Section 33690. In addition, Health and Safety Code Section 33020.5 provides, in part, that "redevelopment" also includes payments to school districts in the fiscal year specified in Section 33690.

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The principal amount of \$592,412 was scheduled for repayment in the Successor Agency's Recognized Obligation Payment Schedule (ROPS) in four (4) equal payments of \$148,103, commencing FY 2011-12 and ending in FY 2014-15. AB 1484, which was adopted in late June 2012 as clean-up legislation to AB X1 26, modified language relative to repayment of internal and City-Successor Agency loans, resulting in a delay in paying off the SERAF Loan. In short, the legislation continues to require that the Oversight Board adopt a repayment schedule for these loans, but also limits the amount of the repayment based on a formula specified in Section 34176(e)(6)(B) of the Health and Safety Code (HSC) to "*...one-half of the increase between the amount distributed to taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012-13 base year.*" In layman's terms, this means that the maximum payment for these type of loans cannot be more than one-half of the increase in the residual amount of Redevelopment Property

Tax Trust Fund (RPTTF) resources available for distribution to taxing entities after enforceable obligations are repaid for the fiscal year in which the payment is proposed versus the residual amounts distributed to affected taxing entities in FY2012/13.

As a result of the State’s “clean-up” legislation passed after the adoption of the Successor Agency’s first two ROPS, the DOF disallowed repayment on the SERAF loan line item, and has continued to disallow repayment through the most recent 2016-2017 ROPS. In the Determination Letter approving the 2016-2017 ROPS dated April 11, 2016 the DOF stated “Once the OB approves the loan and the loan repayment schedule, and the corresponding OB action is approved by the DOF, the Agency may request funding for this item on future ROPS.” Following approval of the SERAF Loan and the repayment schedule by the Oversight Board, the SERAF Loan will be placed on the next ROPS to be submitted to the Oversight Board and DOF.

DISCUSSION

Pursuant to the DOF’s April 11, 2016 Determination Letter, Staff has calculated the SERAF loan repayment schedule applying the restrictions established by HSC section 34176(e)(6)(B). The “residual amounts” available for distribution to taxing entities, which is a key component in calculating the maximum annual repayments, were obtained from the Contra Costa County Auditor-Controller’s Office (ACO) through the ROPS process pursuant to HSC section 34183(a)(4). The residual amounts are determined by the ACO by deducting pass-through payments, approved ROPS obligations, and ACO administrative costs from the incremental property taxes collected in the former redevelopment areas. The following is a calculation of the maximum SERAF loan repayment amount for FY 2017-18.

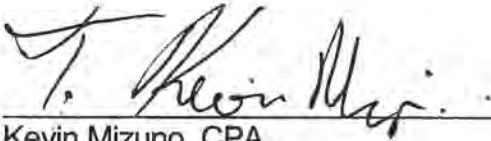
Base Year:	ROPS II July - Dec 2012	ROPS III Jan - June 2013	Total For Base Year
Total Residual Balance	304,032	1,310,545	1,614,577
Comparison Year:	ROPS 15-16A July - Dec 2015	ROPS 15-16B January - June 2016	Total For Comparison Year
Total Residual Balance	1,489,456	2,094,377	3,583,833
	A Total Residual Balance for Comparison Year		3,583,833
	B Total Residual Balance for Base Year		1,614,577
	A-B Difference of Residual Balance		1,969,256
	Divide Difference by two		+2
	Maximum Repayment Amount Authorized Per Fiscal Year		984,628

As the chart illustrates, the maximum repayment amount authorized per fiscal year far exceeds the outstanding principal balance of the SERAF loan. Consistent with the Oversight Board’s original approval of the SERAF loan repayment terms on April 26, 2012, the balance of the SERAF loan will be payable to the Successor Housing Agency in four equal principal installments of \$148,103 beginning in the fiscal year 2017-18 and ending in the fiscal year 2020-21 ROPS period.

FISCAL IMPACT

The SERAF Loan payments will be made by the RDA Successor Agency (Fund No. 615) to the Successor Housing Agency (Fund No. 616) of the City of Clayton. The loan repayment may only be used for affordable housing purposes as defined by redevelopment law. A loan repayment of \$148,103 is being requested for fiscal year 2017-18 in the upcoming ROPS due to the DOF by February 1, 2017.

Respectively submitted,



Kevin Mizuno, CPA
Finance Manager

- Attachment 1 – City Council Resolution Approving an Agreement and Repayment Schedule of a Loan Owed to the Former Redevelopment Agency's Low and Moderate Income Housing Fund in Accordance with Health & Safety Code Sections 34171(d)(1)(G) and 34176(e)(6)(A-B)
 - Exhibit A – SERAF Loan Agreement and Repayment Schedule

RESOLUTION NO. __ - 2016

**RESOLUTION APPROVING AN AGREEMENT FOR THE
REPAYMENT OF A LOAN OWED TO THE FORMER
REDEVELOPMENT AGENCY'S LOW AND MODERATE INCOME
HOUSING FUND IN ACCORDANCE WITH HEALTH & SAFETY
CODE SECTION 34171(d)(1)(G) and 34176(e)(6)(A-B)**

CITY COUNCIL

**Acting in its Capacity as the Board of the Housing Successor
to the Redevelopment Agency of the City of Clayton
City of Clayton, California**

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; the "Redevelopment Law"), the City Council (the "City Council") of the City of Clayton (the "City") activated the Redevelopment Agency of the City of Clayton (the "Redevelopment Agency") and adopted City Ordinance No. 243 on July 20, 1987 adopting the Redevelopment Plan for the Clayton Redevelopment Project Area (the "Redevelopment Plan"), as amended from time to time; and

WHEREAS, Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, AB 1484 ("AB 1484"), enacted in June 2012, and other subsequent legislation (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, on January 17, 2012, by Resolution No. 03-2012, the Clayton City Council did exercise its priority right and took action to become the Successor Agency to the former Redevelopment Agency ("Successor Agency"), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34176, the City Council also elected to become the successor housing entity ("Housing Successor") and retain the housing assets and functions of the former Redevelopment Agency; and

WHEREAS, prior to its dissolution, the Redevelopment Agency became obligated under Health and Safety Code Section 33690 to make specified payments into the local "Supplemental Education Revenue Augmentation Fund" (SERAF) for fiscal year 2009-10; and

WHEREAS, because the Redevelopment Agency did not have sufficient funds to make the payments, it borrowed funds from its Low and Moderate-Income Housing Fund ("LMIHF"), as authorized by said Section 33690 (the "SERAF Loan"); and

WHEREAS, on May 19, 2010, the Redevelopment Agency borrowed the original principal sum of Five Hundred Thousand and Four Hundred Twelve (\$592,412) from the LMIHF in order to satisfy its FY 2009-10 SERAF payment obligation; and

WHEREAS, Health and Safety Code obligated the Redevelopment Agency to repay the SERAF Loan, but this obligation was not satisfied at the time of the Redevelopment Agency's dissolution and, accordingly, the Successor Agency must arrange for the repayment of the SERAF Loan; and

WHEREAS, Health and Safety Code Section 34176(e)(6)(B) provides that, commencing in fiscal year 2014-15, the Successor Agency may start repaying the SERAF Loan with funds from the Redevelopment Property Tax Trust Fund (RPTTF) administered by the Contra Costa County Auditor-Controller's Office (ACO), subject to prior approval and certain findings by the Oversight Board in accordance with Health and Safety Code Section 34191.4(b); and

WHEREAS, under Health and Safety Code Section 34171(d)(1)(G), the Redevelopment Agency's SERAF Loan repayment obligation is an enforceable obligation and, as such, it may be included on the Recognized Obligation Payment Schedules (ROPS) prepared by the Successor Agency under Health and Safety Code Section 34177; and

WHEREAS, the amount of each SERAF Loan payment which may be included on a ROPS is limited by Health and Safety Code Section 34176(e)(6)(B) to an amount equal to: one-half of the increase between the amount distributed by the ACO to taxing entities pursuant to paragraph (4) of Health and Safety Code Section 34183(a) in the then current fiscal year and the amount distributed to taxing entities pursuant to that same paragraph in the 2012-13 base fiscal year; and

WHEREAS, the principal balance of the SERAF Loan will be requested for payment on the ROPS by the Successor Agency and be repaid to the Housing Successor in four equal instalments of One Hundred Forty-Eight Thousand One Hundred and Three dollars (\$148,103) commencing in fiscal year 2017-18 and ending fiscal year 2020-21; and

WHEREAS, Health and Safety Code Section 34176(e)(6)(A) requires that all SERAF Loan repayment installments be paid into the Low and Moderate Housing Asset Fund and used for purposes consistent with the Health and Safety Code's affordable housing requirements; and

WHEREAS, the Housing Successor and Successor Agency staff have prepared an Agreement to Repay Loan From the Low- and Moderate-Income Housing Fund of the Former Redevelopment Agency of the City of Clayton for Legally Required Payments to the Supplemental Educational Revenue Augmentation Fund (SERAF) ("SERAF Loan Repayment Agreement") to acknowledge the amount of the SERAF

Loan currently outstanding, to provide for the repayment of the outstanding amount borrowed from the LMIHF, and to have the payments deposited into the newly-created Low- and Moderate-Income Housing Asset Fund to be used by the City of Clayton, as the Housing Successor, for affordable housing purposes, as provided in Health and Safety Code Section 34176(e)(6)(A).

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Clayton, acting in its capacity as of the Housing Successor to the former Redevelopment Agency, finds that the SERAF Loan was made in accordance with the Health and Safety Code for legitimate redevelopment purposes. This finding is based on the following facts:

a. The funds were borrowed from the LMIHF solely and explicitly to make the required payment into SERAF pursuant to Health and Safety Code Section 33690, which section specifically states in subsection (f) that it was the intent of the Legislature that said payment would directly or indirectly assist in the financing or refinancing, in whole or in part, of the community's redevelopment projects pursuant to Section 16 of Article XVI of the California Constitution.

b. Health and Safety Code Section 33020.5 provides, in part, that "redevelopment" includes payments to school districts in the fiscal year specified in Section 33690.

BE IT FURTHER RESOLVED in accordance with Health and Safety Code Section 3417(d)(1)(G) and Section 34176(e)(6)(B), the City Council, acting as the Housing Successor, approves a SERAF Loan Repayment Agreement, including the Loan Repayment Schedule attached thereto. The City Council, acting as the Housing Successor, further authorizes execution of the SERAF Loan Repayment Agreement on behalf of the City (as the Housing Successor), subject to any minor, technical or clarifying changes as may be approved by the City Attorney. The approval and authorization set forth above are subject to approval of the SERAF Loan Repayment Agreement by the Successor Agency Board, the Oversight Board (with the required finding) and DOF.

BE IT FURTHER RESOLVED the Successor Agency is authorized to include the amount of each SERAF Loan repayment installment on each ROPS prepared by the Successor Agency commencing on or after the ROPS period beginning July 1, 2017. Notwithstanding any terms and conditions set forth in the SERAF Loan Repayment Agreement and the SERAF Repayment Schedule attached thereto, the repayment of amounts owing to the City, as the Housing Successor, under the SERAF Loan Repayment Agreement shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

BE IT FURTHER RESOLVED once received from the ACO, every SERAF Loan repayment installment will be paid by the Successor Agency to the City of Clayton (as the Housing Successor) and deposited into the Low and Moderate Income Housing

Asset Fund created by the City (as the Housing Successor), the outstanding balance of the SERAF Loan will be reduced by a corresponding amount, and the City (as the Housing Successor) will use the funds only for the purposes consistent with the Health and Safety Code's affordable housing requirements.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clayton, California, in its capacity as the Board of the Housing Successor to the Redevelopment Agency of the City of Clayton, California at a regular public meeting thereof held on the 20th day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Council of the City of Clayton, California
Acting in its Capacity as the Housing Successor to the
Redevelopment Agency of the City of Clayton

Howard Geller, Mayor

ATTEST:

Janet Brown, City Clerk

AGREEMENT TO REPAY LOAN FROM THE LOW- AND MODERATE INCOME HOUSING FUND OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON FOR LEGALLY REQUIRED PAYMENTS TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND (SERAF)

THIS AGREEMENT (this "Agreement") is entered into this 20th day of September, 2016, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON, a public body (the "Successor Agency") and the CITY OF CLAYTON, in its capacity as the Housing Successor to the former Redevelopment Agency of the City of Clayton ("Housing Successor").

RECITALS

The Housing Successor and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of Clayton (the "Redevelopment Agency").

B. Pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a payment to the Supplemental Educational Revenue Augmentation Fund ("SERAF") for fiscal year 2009-10. Because the Redevelopment Agency did not have sufficient funds to make the payment, it borrowed funds from its Low and Moderate-Income Housing Fund ("LMIHF"), as authorized by said Section 33690 (the "SERAF Loan").

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, AB 1484 ("AB 1484"), enacted in June 2012, and other subsequent legislation (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to Health and Safety Code Section 34176, the City of Clayton elected to retain the housing assets and functions previously performed by the Redevelopment Agency.

F. Health and Safety Code Section 34176(e)(6)(B) provides that after fiscal year 2013-14, loans of monies borrowed from the Low and Moderate Income Housing Fund may be repaid, with certain restrictions and limitations.

G. Health and Safety Code Section 34191.4(b) provides that, following issuance of a finding of completion by the California Department of Finance ("DOF"), and approval by the Oversight Board with a finding that the SERAF Loan was for legitimate redevelopment

purposes, the SERAF Loan shall be deemed to be an enforceable obligation, and may be repaid subject to the restrictions set forth in Health and Safety Code Sections 34191.4(b)(3) and 34176(e)(6)(B).

H. The Successor Agency received a Finding of Completion from DOF on December 30, 2015.

I. The parties desire to enter into this Agreement to acknowledge the amount of the SERAF Loan currently outstanding, to provide for the repayment of the outstanding amount borrowed from the LMIHF, and to have the payments deposited into the newly-created Low- and Moderate-Income Housing Asset Fund to be used by the Housing Successor for affordable housing purposes, as provided in Health and Safety Code Section 34176(e)(6)(A).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Recitals. All of the above recitals are true and correct and are incorporated herein and made a part hereof.

2. Purpose. The purpose of this Agreement is to document the obligation to repay the SERAF Loan as an enforceable obligation to be listed by the Successor Agency on each successive Recognized Obligation Payment Schedule ("ROPS"), as required to be prepared under Health and Safety Code Section 34177, until such time as the SERAF Loan has been fully repaid.

3. Loan Amount. The Parties acknowledge that the current outstanding amount owed under the SERAF Loan is \$592,412.

4. Schedule of Repayment. Pursuant to Health and Safety Code Section 34176(e)(6)(B), repayments of SERAF Loans are restricted to the formula set forth therein. The repayment of the SERAF Loan each fiscal year shall be equal to the lesser of (i) the amount of \$148,103, or (ii) the maximum amount allowed under Health and Safety Code Section 34176(e)(6)(B).

5. Deposit in Low- and Moderate-Income Housing Asset Fund. Repayments of the SERAF Loan shall be made to the City of Clayton, in its capacity as the Housing Successor. The City, as the Housing Successor, shall deposit such repayments in a Low- and Moderate-Income Housing Asset Fund, established pursuant to Health and Safety Code Section 34176(d), and shall use such repayment amounts in accordance with the requirements for such Fund.

[Signatures on following page]

IN WITNESS WHEREOF, the Housing Successor and Successor Agency have executed this Agreement as of the date first set forth above.

**CITY OF CLAYTON, in its capacity
as the Housing Successor to the former
Redevelopment Agency of the City of Clayton**

By: _____
Gary A. Napper, City Manager

ATTEST:

By: _____
Janet Brown, City Clerk

APPROVED AS TO FORM:

By: _____
Malathy Subramanian,
Best Best & Krieger LLP
City Attorney

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY OF CLAYTON**

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
Successor Agency Counsel



Agenda Date: 9-20-2016
Agenda Item: 3a (4) GHAD

GHAD STAFF REPORT

INFORMATION ONLY

TO: HONORABLE CHAIRPERSON AND BOARDMEMBERS

FROM: RICK ANGRISANI, DISTRICT MANAGER

DATE: SEPTEMBER 20, 2016

SUBJECT: SUBMITTAL OF REPORT BY STEVENS FERRONE & BAILEY ("SFB"), DATED JULY 6, 2016, REGARDING THE MONITORING AND INSPECTION OF THE KELOK WAY INCLINOMETERS, PIEZOMETERS AND DEWATERING WELLS AND CUL-DE-SAC.

RECOMMENDATION

None.

BACKGROUND

The attached report from SFB, dated July 6, 2016, is the fourth in a series of monitoring and inspections of the dewatering wells installed in 2013 and the status of the cul-de-sac which is partially located on an untreated landslide. The last report was dated August 11, 2015.

SUMMARY

Kelok Way and North Facing Slope

Inclinometer Casings CSA S1-3 and well SI-1 continue to indicate no obvious horizontal movement. Several casing indicated very slight horizontal movement (0.1 to 0.2 inch) at depths of 88, 111, and 96 feet since the initial readings were taken (2013). These movements are probably related to the very slow creep along the existing buried deep-seated old slide plane in the area.

Kelok Way Cul-de-sac

The monitoring of the casing installed in the pavement area of the cul-de-sac could not be completed due to deformation at a depth of 32 feet below ground surface. Regardless the previously monitoring

and the observed cracks within the cul-de-sac generally indicate that the slope below the cul-de-sac is unstable and continues to move under static conditions. SFB anticipates greater rates of movement when the slope is subjected to earthquake shaking, increases in water pressures, and/or decreases in shear strength.

SFB recommends the installation of a new inclinometer for further monitoring. Further, they recommend giving serious consideration for stabilizing the movement and repairing the existing damage. Obviously, the GHAD does not have any funds available to undertake either the installation of a new inclinometer or any stabilization repairs.

CONCLUSION

Due to the lack of available funding, it is recommended that no action be taken at the current time. Further, without evidence of additional movement on the slopes below Kelok Way and the cul-de-sac, staff recommends ceasing the monitoring program at the present time.

Attachments: SFB Report

July 6, 2016

Mr. Rick Angrisani
Oakhurst Geologic Hazard Abatement District
6000 Heritage Trail
Clayton, CA 94517

Re: Summary of Geotechnical Monitoring and Inspection Services on June 30, 2016
Inclinometers/Piezometers/Wells at Kelok Way, Clayton, California
SFB Project No: 555-2

Mr. Angrisani:

In accordance with the Oakhurst Geologic Hazards Abatement District's authorization on June 22, 2016, Stevens, Ferrone & Bailey Engineering Company, Inc. (SFB) performed the monitoring of the selected inclinometer casings, vibrating wire and open pipe piezometers, and dewatering wells and outlet pipes located within Kelok Way and within the north facing slope located immediately to the north and below Kelok Way. This service was performed in accordance with the scope of work outlined in our proposal dated January 22, 2013. The approximate locations of these monitoring points are shown on the attached location map, Figure 1. This report summarizes the results of the monitoring, measurements, and inspections performed by SFB at the site on June 30, 2016. The results of our previous monitoring were presented in our previous reports dated 7/9/14, 1/13/15, and 8/11/15.

1.0 MONITORING, MEASUREMENT & OBSERVATION

1.1 Inclinometer Casings

SFB performed monitoring of the inclinometer casings located at BGC SI-1, CEG SI-1, CSA SI-1, CSA SI-2, CSA SI-3, W SI-1, and W SI-5 (7 locations) using a Slope Indicator Digitilt probe. The monitoring of casing at CSA SI-4 was not completed due to passage obstruction caused by excessive casing deformation at a depth of about 52 feet below the ground surface as first reported on June 19, 2014 by SFB. The profile views of the inclinometer casing measurement results (comparing to initial readings on 6/19/14 and 6/20/14) in both the 'A' (downhill) and 'B' (perpendicular to 'A') direction are presented in Appendix A. Both cumulative (profile change)

and incremental (tilt change) horizontal displacements are shown for each monitored inclinometer.

1.2 Vibrating Wire and Open Pipe Piezometers

The measurement of water pressures at vibrating wire piezometer locations was performed using a Slope Indicator VW DataRecorder. Vibrating wire piezometers allow for the measurement of water pressure at a specific location. Free groundwater levels at open pipe piezometers were measured with a Solinst water level meter. Open pipe piezometers measure the cumulative water pressure along the entire depth of the pipe.

The results of these measurements are tabulated and presented in Appendix B. It should be noted that the piezometers at CEG SI-1, CEG SI-3, BGC SI-1, CSA SI-1, and CSA SI-2 consist of inclinometer casings with an opening at the bottom (previously created by piercing the casing bottoms) and may or may not reflect actual open pipe piezometer water levels. Historical measurement records of the piezometers provided to SFB are included in Appendix C for reference.

1.2 Dewatering Well Outlet Pipes

Discharge from the dewatering well outlet pipes in the collector box was observed on June 30, 2016, with Drains H#1, W#2, W#5, and W#6 exhibiting a stream of water, Drains W#1, W#3, and W#4 showing dripping water. Drain H#1 is an outlet pipe that was encountered at the approximate collector box location during the construction of the collector box in the fall of 2012; it is unclear what H#1 drains. Field photographs of these outlet pipes taken on 6/20/14, 12/22/14, 8/5/15, and 6/30/16 are attached as Figure 2 for reference.

1.3 Kelok Way Observations

At the time of our 6/30/16 field reconnaissance, most of the observed cracks on pavement of the Kelok Way and cul-de-sac appeared to have been recently sealed (on a date unknown to us). We generally did not observe new cracks on the Kelok Way pavement in the area of the dewatering wells compared to cracks observed at the time of well installation in September, 2012. Near the cul-de-sac of Kelok way, the cracks and joints on the concrete driveway apron leading to 8053 Kelok Way appear to be similar to those observed on 8/5/15. Photographs taken on 5/19/10, 6/19/14, 12/22/14, 8/5/15, and 6/30/16 of the driveway are presented on Figure 3 for reference. By comparing photographs taken on 8/5/15 and 6/30/16 of the same concrete joint at 8053 Kelok Way (as shown on Figure 4), it appears that the width of the joint remained about the same. No apparent crack widening was observed on the Kelok Way pavement in the cul-de-sac area.

2.0 CONCLUSIONS AND OPINIONS

SFB completed monitoring of selected inclinometer casings, vibrating wire and open pipe piezometers, and dewatering wells and outlet pipes on June 30, 2016.

2.1 Kelok Way and North Facing Slope

By comparing to the initial readings on 6/19/14 and 6/20/14, Inclinometer Casings CSA SI-3 and W SI-1 generally do not indicate obvious horizontal movements. Inclinometer Casing CSA SI-1, appear to indicate on-going fill expansion with cumulative displacement (profile change) of about 1.6 inches at ground surface since 6/20/14. The movement at Inclinometer Casing BGC SI-1 indicates both on-going fill expansion and slope creep with cumulative displacement of about 0.8 inch since 6/20/14. Inclinometer Casings CEG SI-1, CSA SI-2, and W SI-5, indicate very slight horizontal movement (0.1 to 0.2 inch) at depths of 88, 111, and 96 feet, respectively, since the initial readings were taken. These movements are probably related to the very slow creep along the existing buried deep-seated old slide plane in the area.

2.2 Kelok Way Cul-de-sac

The monitoring of casing at CSA SI-4 was not completed due to passage obstruction caused by excessive casing deformation at a depth of about 52 feet below the ground surface. The combined results of the CSA SI-4 monitoring and the observed cracks within the Kelok Way cul-de-sac generally indicate that the slope below the cul-de-sac is unstable and continues to move downhill under static conditions. Greater rates of movement (including large magnitudes of movement) will likely occur when the slope is subjected to earthquake shaking, increases in water pressures, and/or decreases in shear strength.

The past slope movement in the area of CSA SI-4 has caused movement of the Kelok Way cul-de-sac, associated infrastructure, and the home and improvements at 8053 Kelok Way. The home at 8053 Kelok Way has clearly undergone detrimental movement that affects the structural integrity of the house. At the time of our 6/30/16 field reconnaissance, the house appeared to be unoccupied. Future slope movement will result in significant and detrimental damage to the public and private property and associated improvements located upslope and downslope of CSA SI-4 shown on Figure 1. The magnitude of damage and when the damage will occur cannot be accurately predicted due to numerous variables. We recommend a replacement inclinometer casing be installed in the area for further monitoring. Serious consideration should be given to stabilizing the movement and repairing the damage. We also recommend the existing infrastructure (including underground utilities) be inspected to determine if detrimental damage has occurred. Any damage to water bearing utilities should be repaired immediately to reduce

the potential for subsurface water breaks that could decrease the stability of the slope and potentially cause slope failure.

2.3 Piezometers

The results of our vibrating wire and open pipe piezometer monitoring generally showed similar results as those indicated by historical monitoring records. The measured groundwater levels in the piezometers generally indicated about the same groundwater level conditions on 6/30/16 compared to the previous monitoring results on 8/5/15. The discharge conditions of dewatering well outlet pipes are similar to what was observed at the completion of the wells.

We recommend outlet pipes in the collector box shown on Figure 1 be hand cleared of any built up debris or deposits. We recommend this removal occur on a yearly basis. To increase the water discharge from Wells W#1, W#3, and W#4, consideration should be given to installing sump pumps directly into the wells located within Kelok Way and discharging the pumped water to the existing storm drain system. Dewatering the wells may increase the stability of the hillside.

2.4 Closing

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Stevens, Ferrone & Bailey Engineering Company, Inc.



Ken Ferrone, PE, GE, CEG
Civil/Geotechnical Engineer
Certified Engineering Geologist




TC/KCF

Copies: Addressee (1 by e-mail)



FIGURES

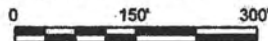
KEY

-  Approximate Locations of Inclinator Casings, Vibrating Wire Piezometers, Open Pipe Piezometers & Dewatering Wells Monitored by SFB
-  Approximate Location of Dewatering Well Outlet Pipe Collector Box Monitored by SFB
-  Approximate Locations of Inclinator Casings, Vibrating Wire Piezometers & Open Pipe Piezometers Not Monitored by SFB



NOTE: Base Map Taken From As-Built Rough Grading Plan of Northeast Valley - Tracts 7260, 7261 & 7264 Prepared by UDI-Tetrad Consulting Engineers, Inc. and Dated Oct 1996, and Google Earth Image.

APPROXIMATE SCALE: 1" = 150'



DATE
July 2014
PROJECT NO.
555-2



1600 Willow Pass Court
Concord, CA 94520
Tel 925.698.1001
Fax 925.698.1005
www.SFandB.com

SITE PLAN

KELOK WAY MONITORING LOCATION MAP
Clayton, California

FIGURE

1

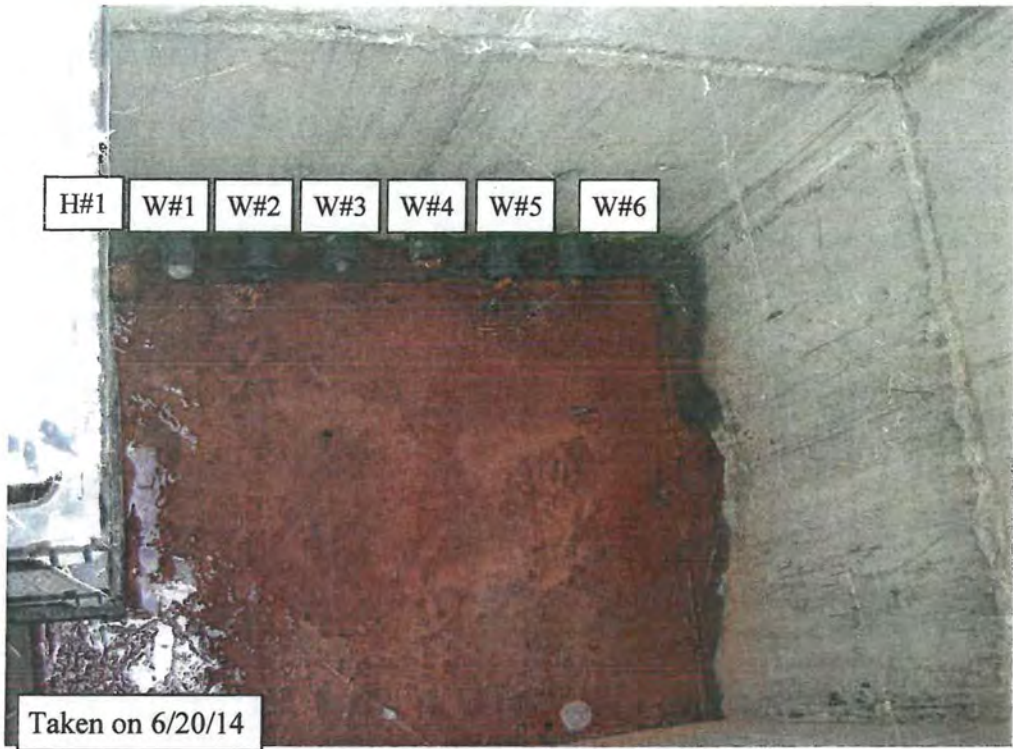


Figure 2, Photograph of Outlet Pipes

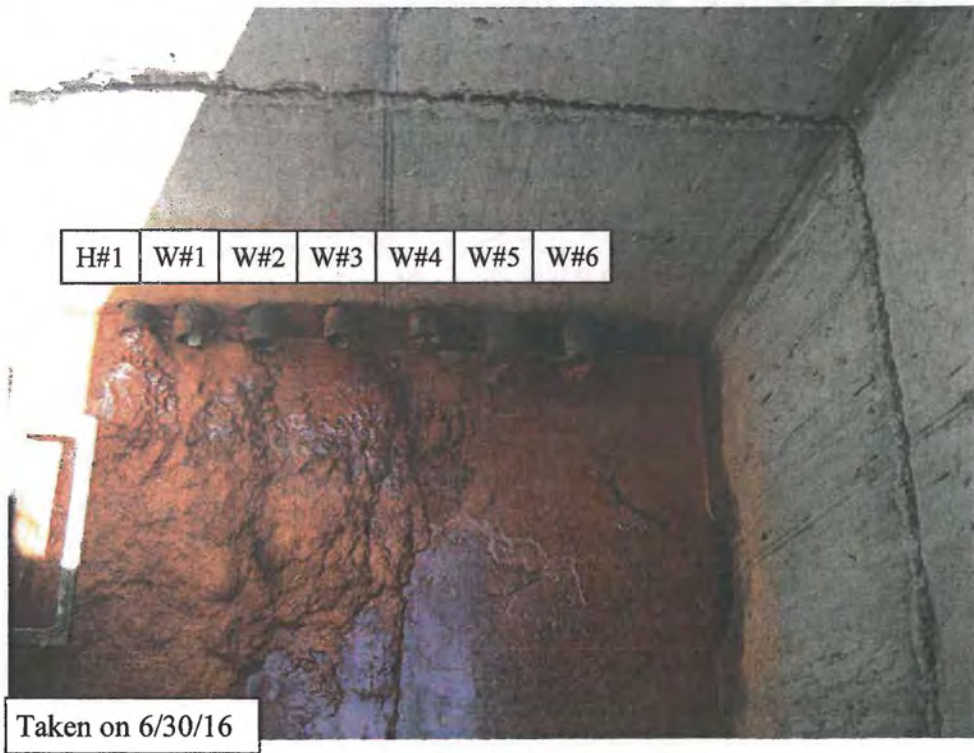
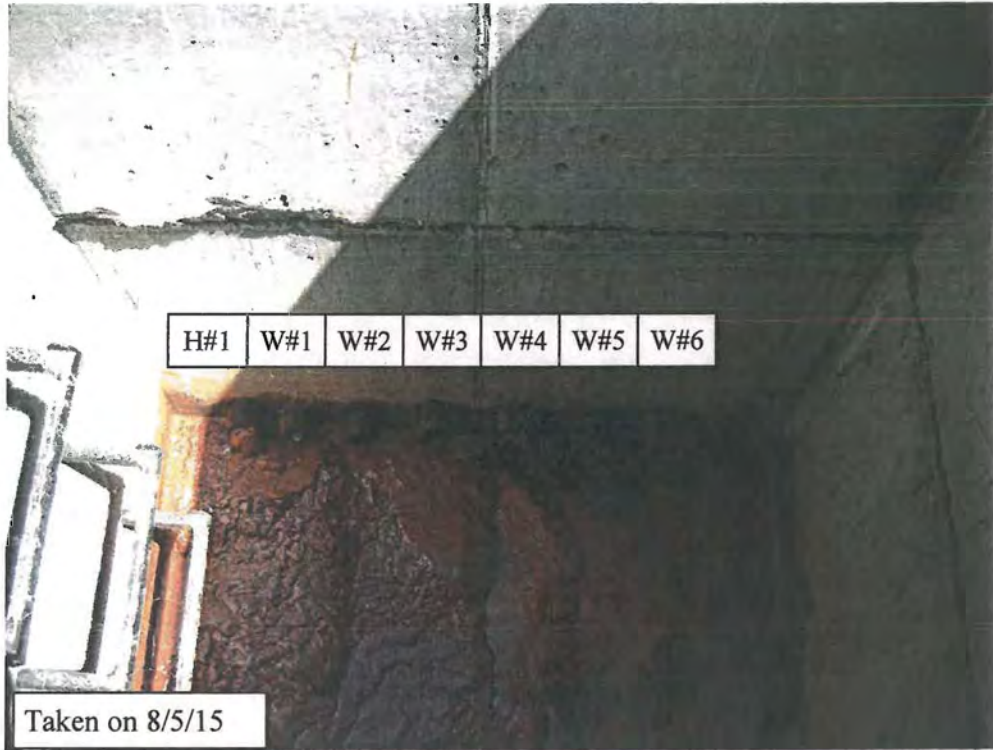


Figure 2 (Continued), Photograph of Outlet Pipes



Figure 3, 8053 Kelok Way



Taken on 12/22/14



Taken on 8/5/15

Figure 3 (Continued), 8053 Kelok Way



Taken on 6/30/16

Figure 3 (Continued), 8053 Kelok Way



Figure 4, 8053 Kelok Way



Figure 4 (Continued), 8053 Kelok Way

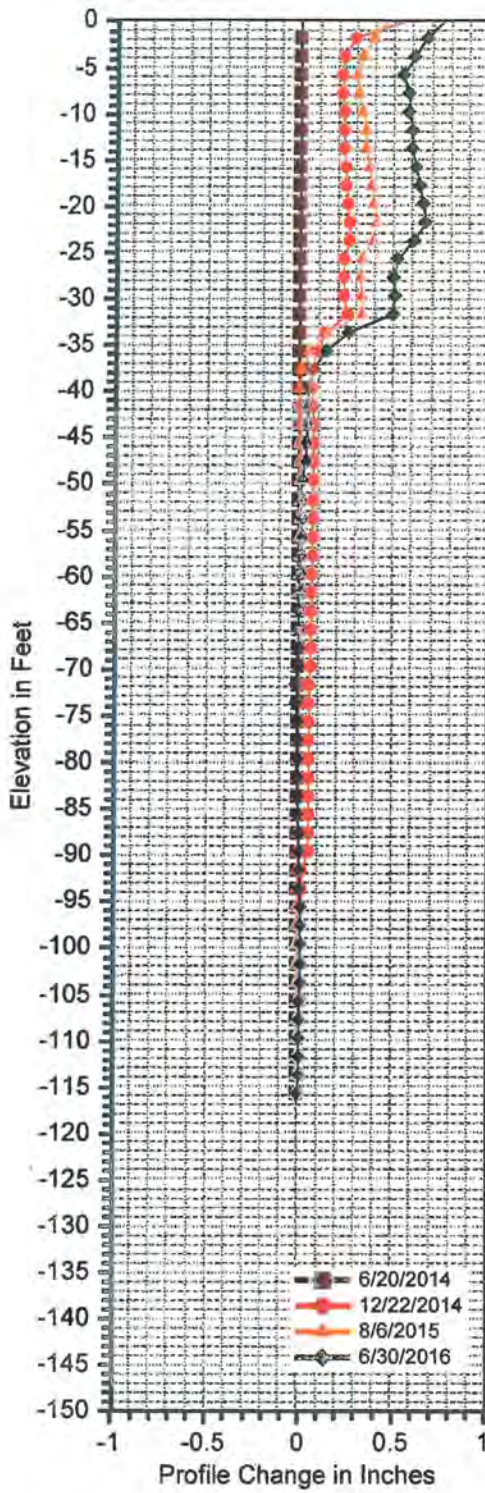


Taken on 6/30/16

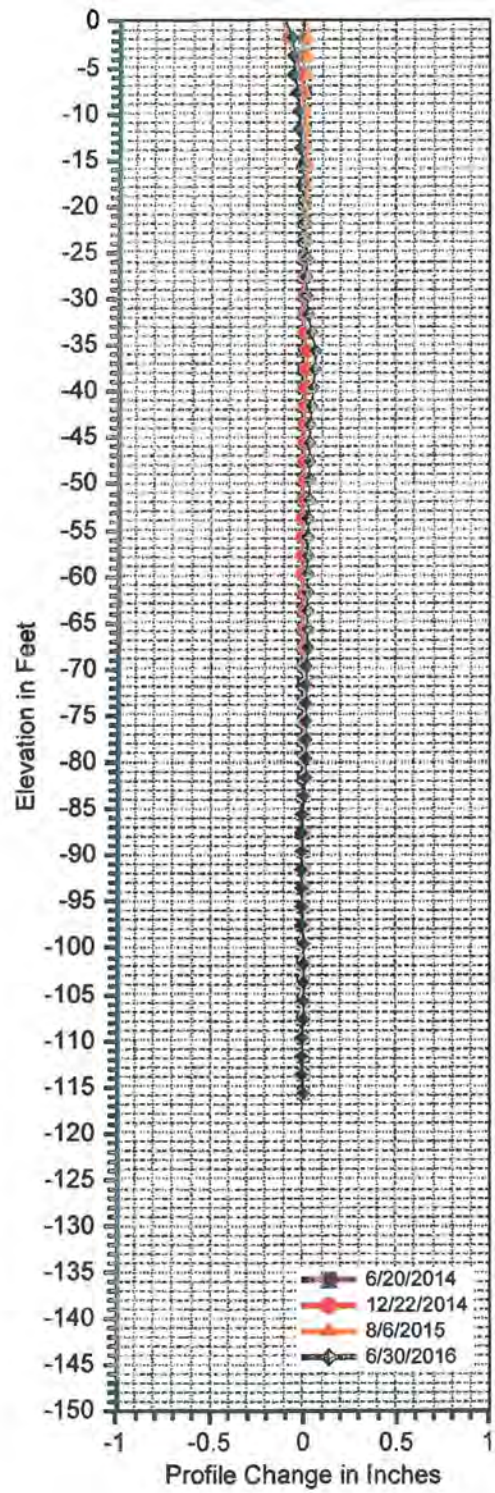
Figure 4 (Continued), 8053 Kelok Way

APPENDIX A
Inclinometer Casing Readings

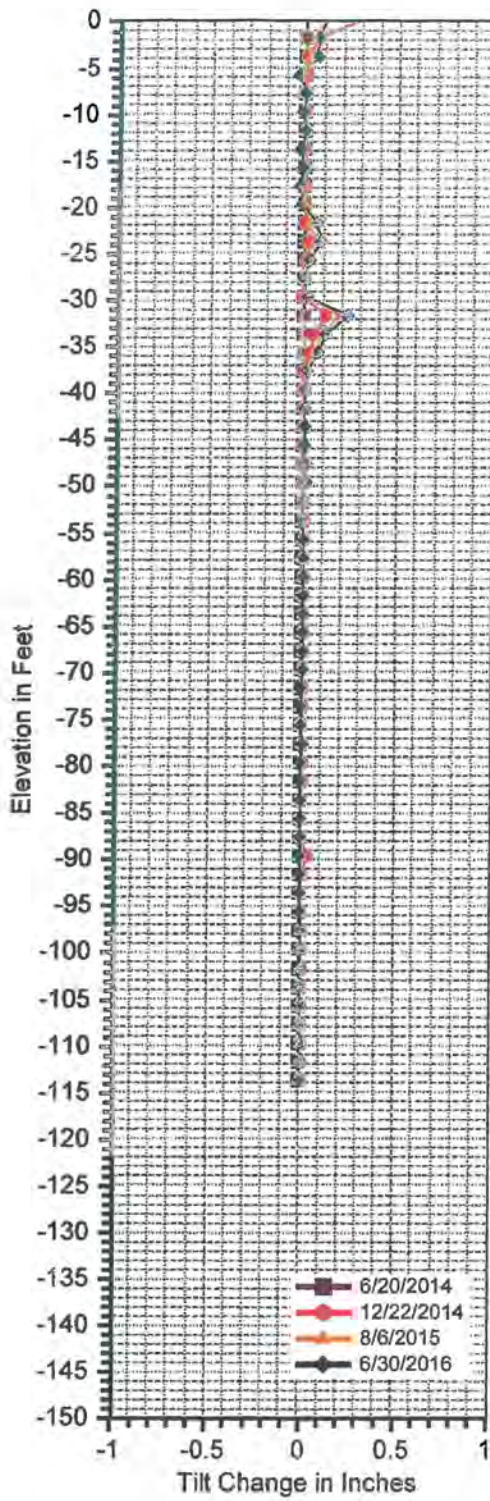
555-2 BGC SI-1, A-Axis



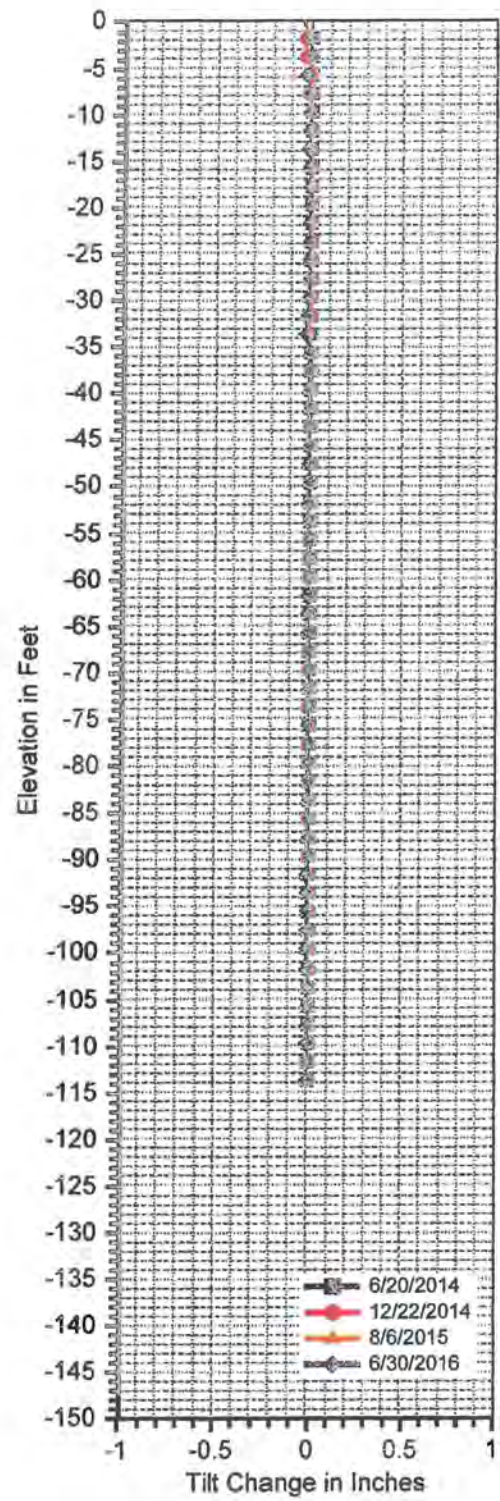
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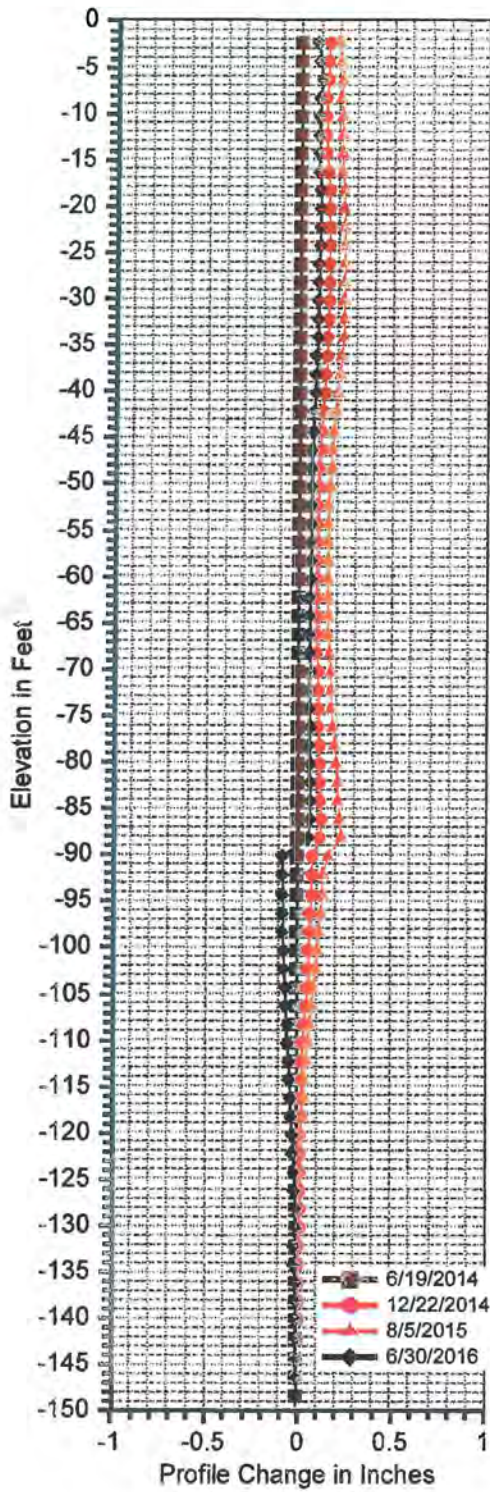
555-2 BGC SI-1, A-Axis



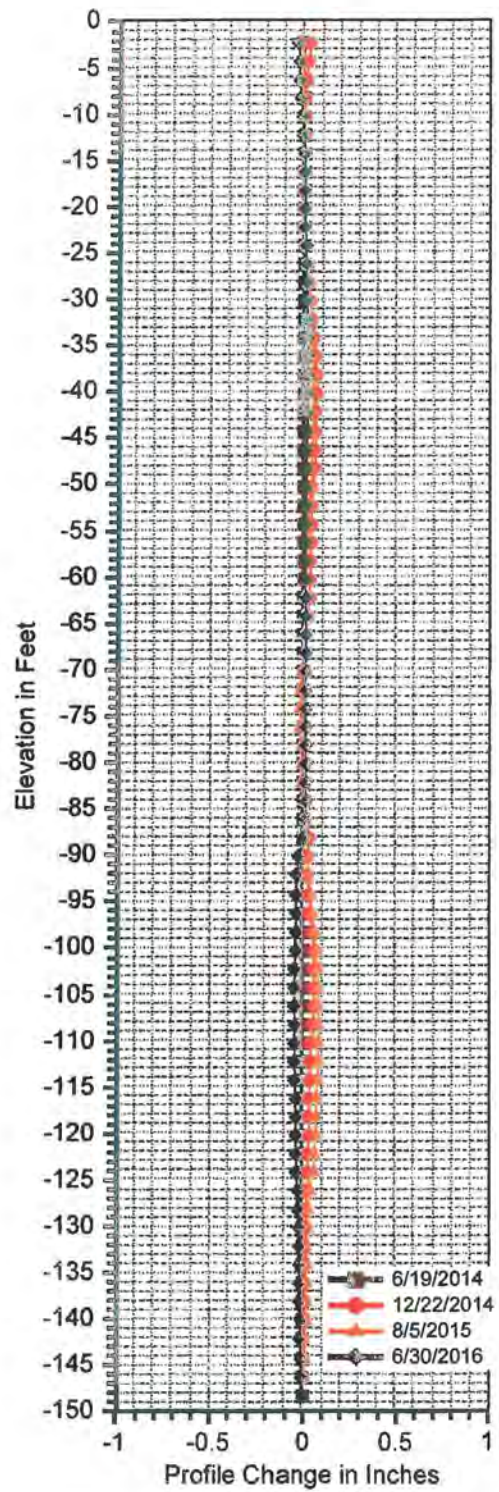
555-2 BGC SI-1, B-Axis



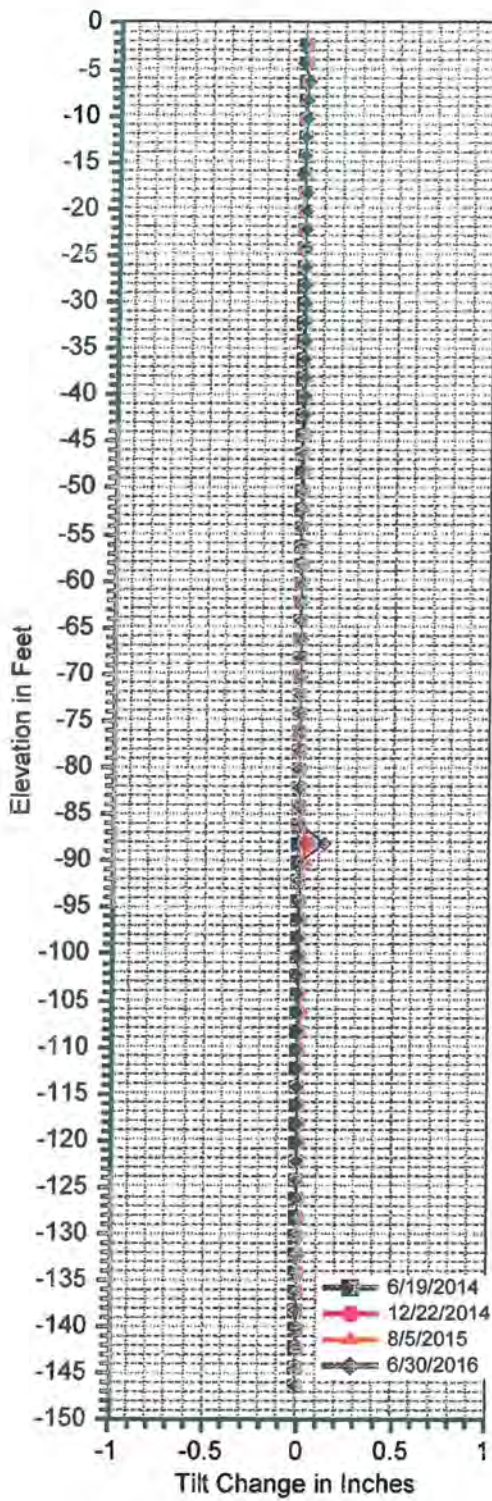
555-2 CEG SI-1, A-Axis



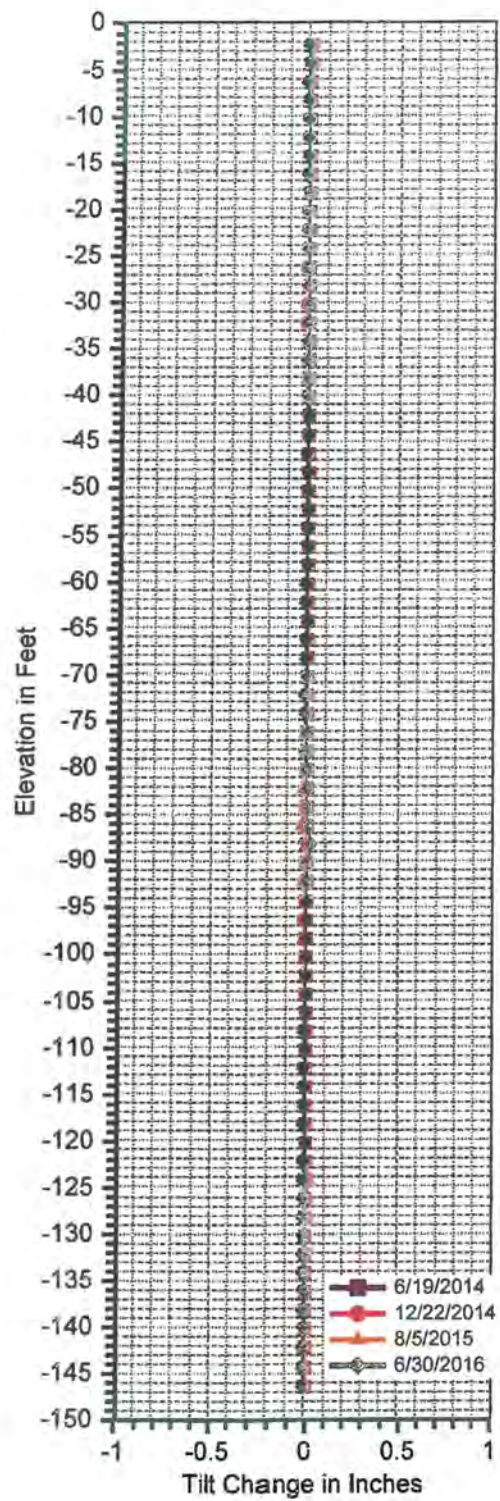
555-2 CEG SI-1, B-Axis



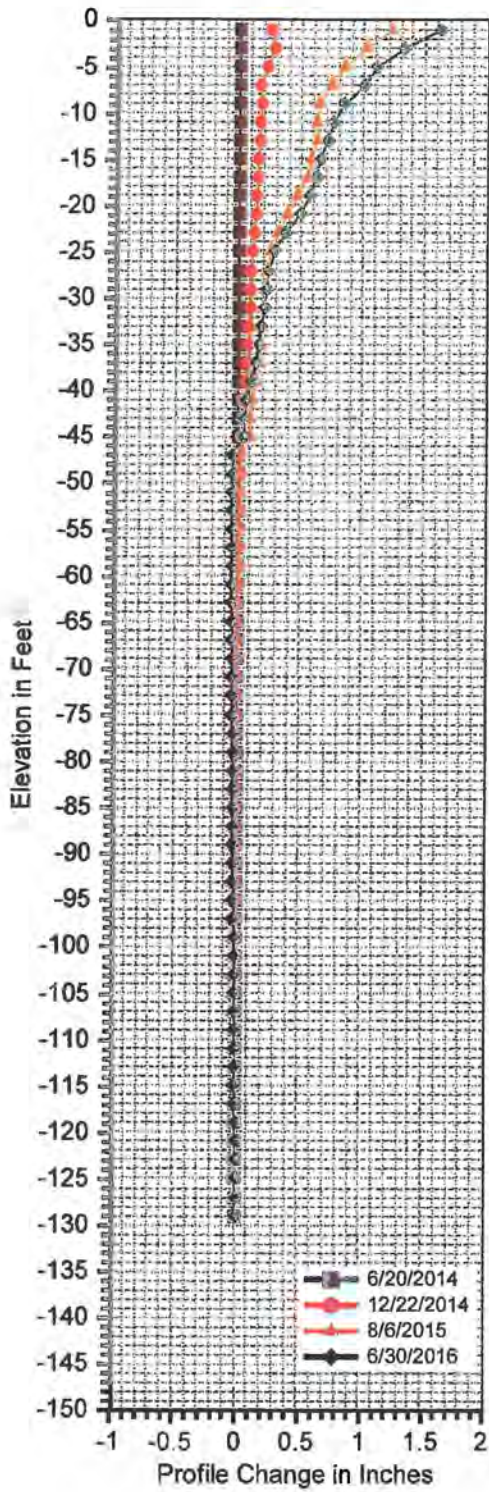
555-2 CEG SI-1, A-Axis



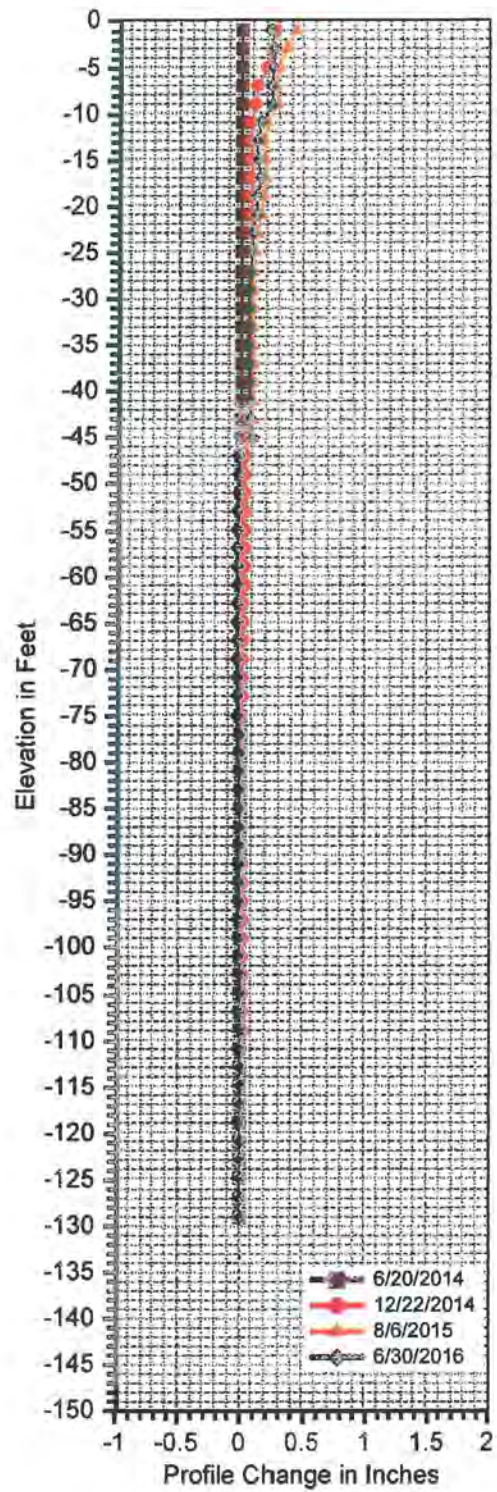
555-2 CEG SI-1, B-Axis



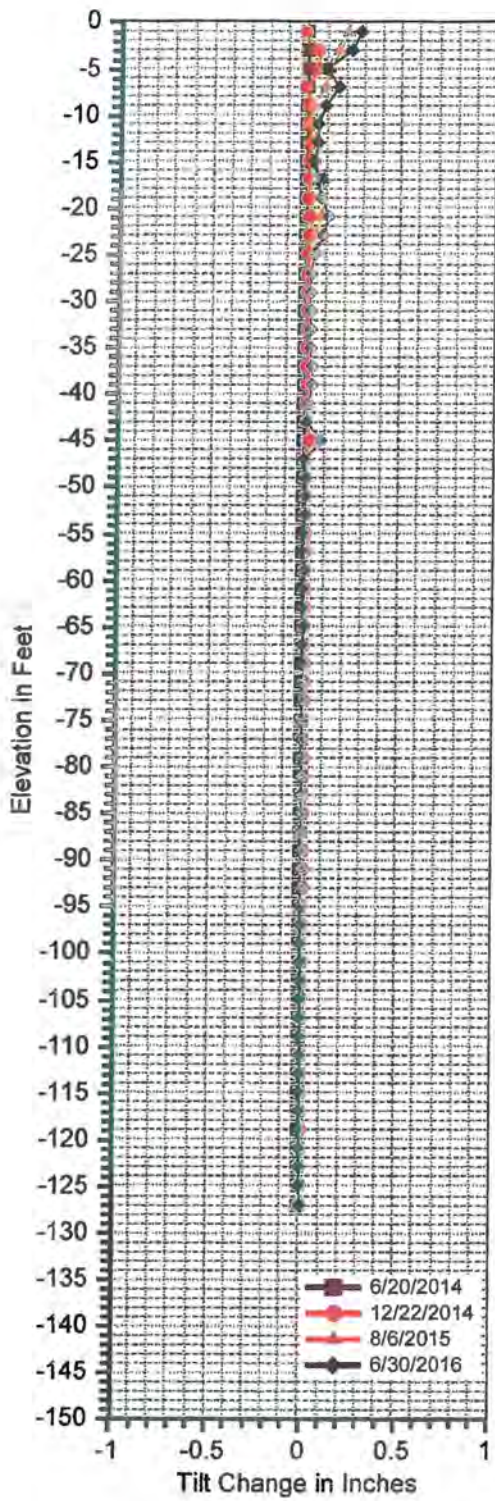
555-2 CSA SI-1, A-Axis



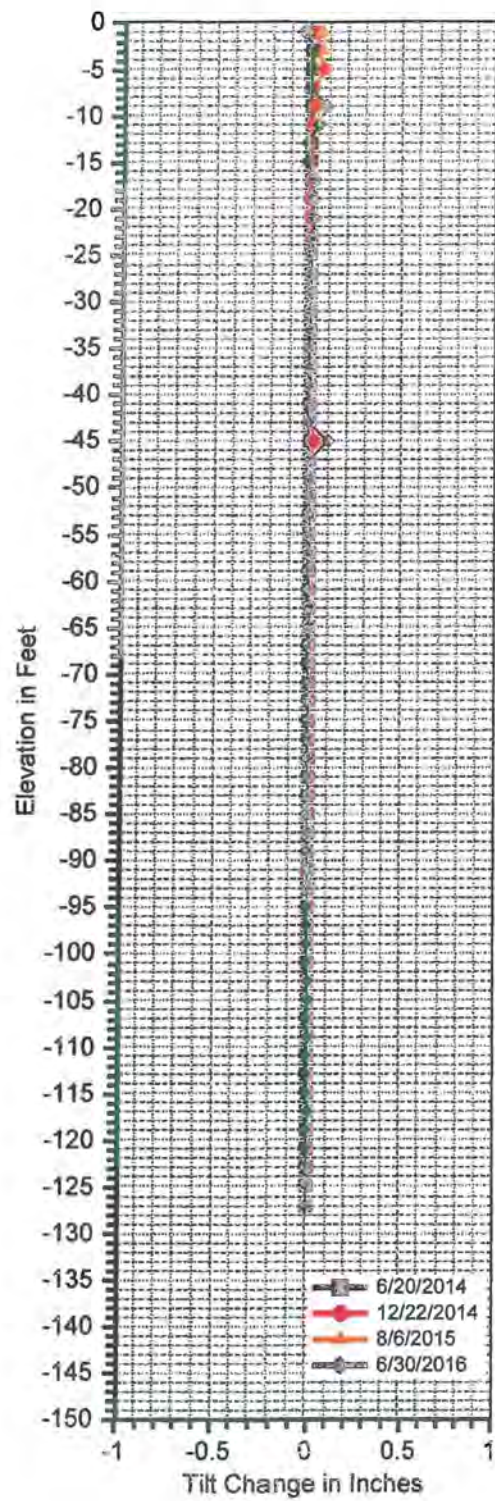
555-2 CSA SI-1, B-Axis



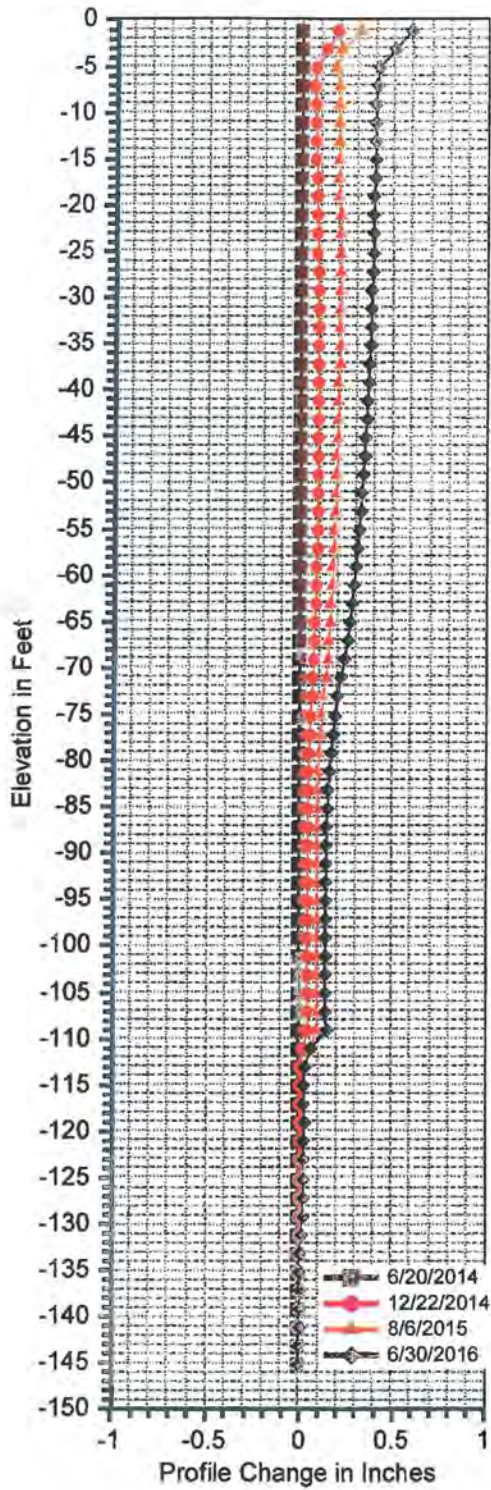
555-1 CSA SI-1, A-Axis



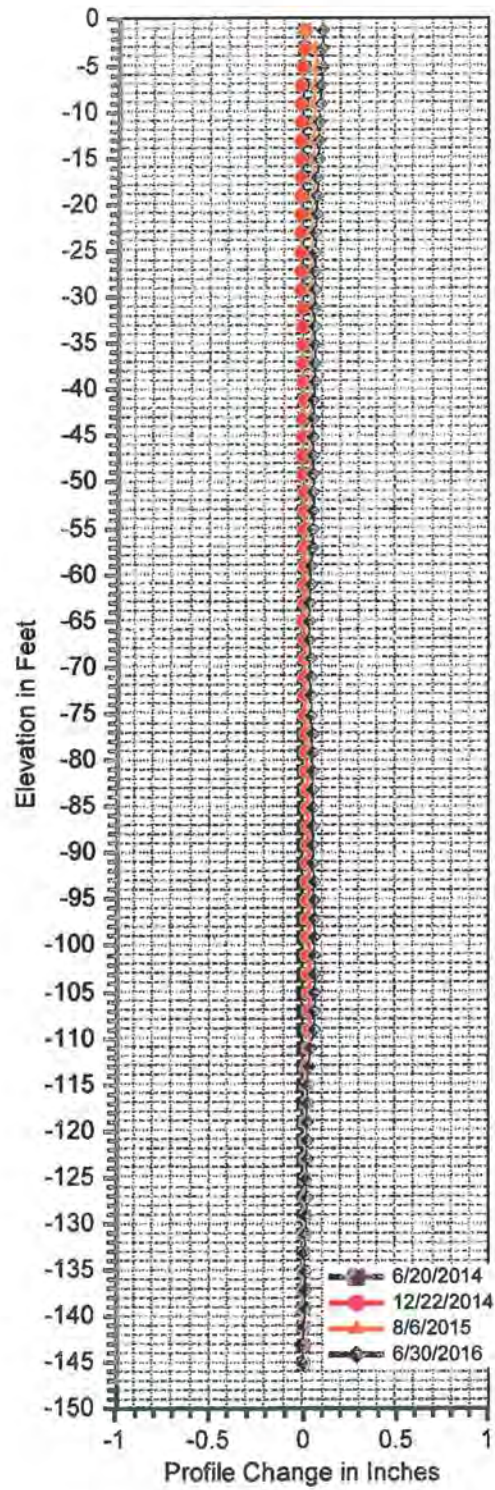
555-2 CSA SI-1, B-Axis



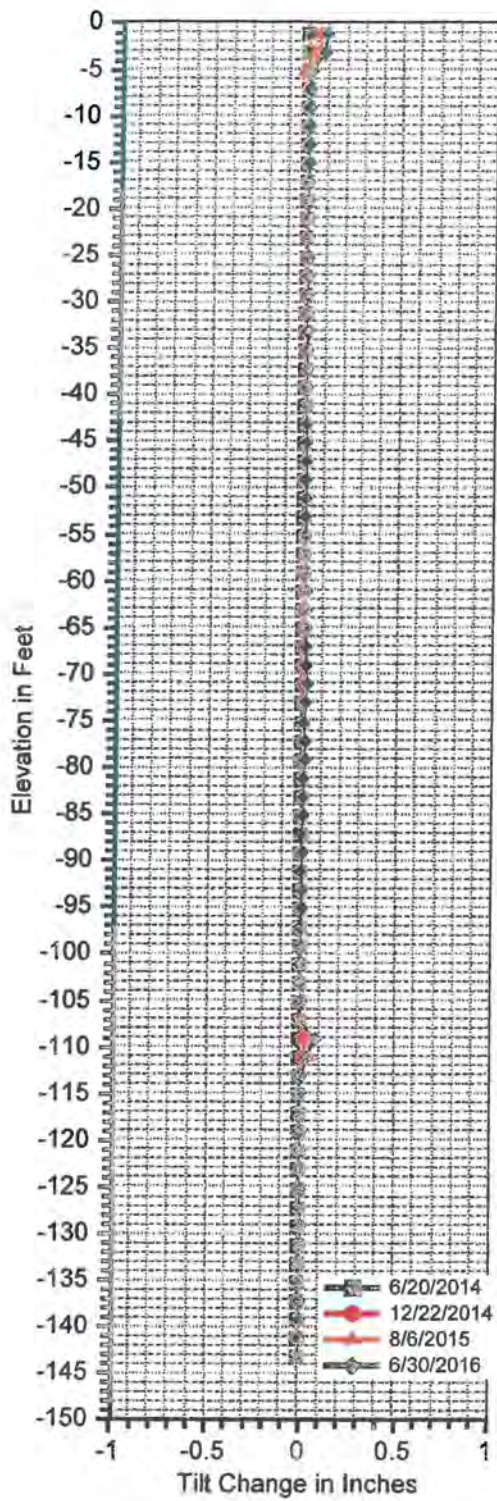
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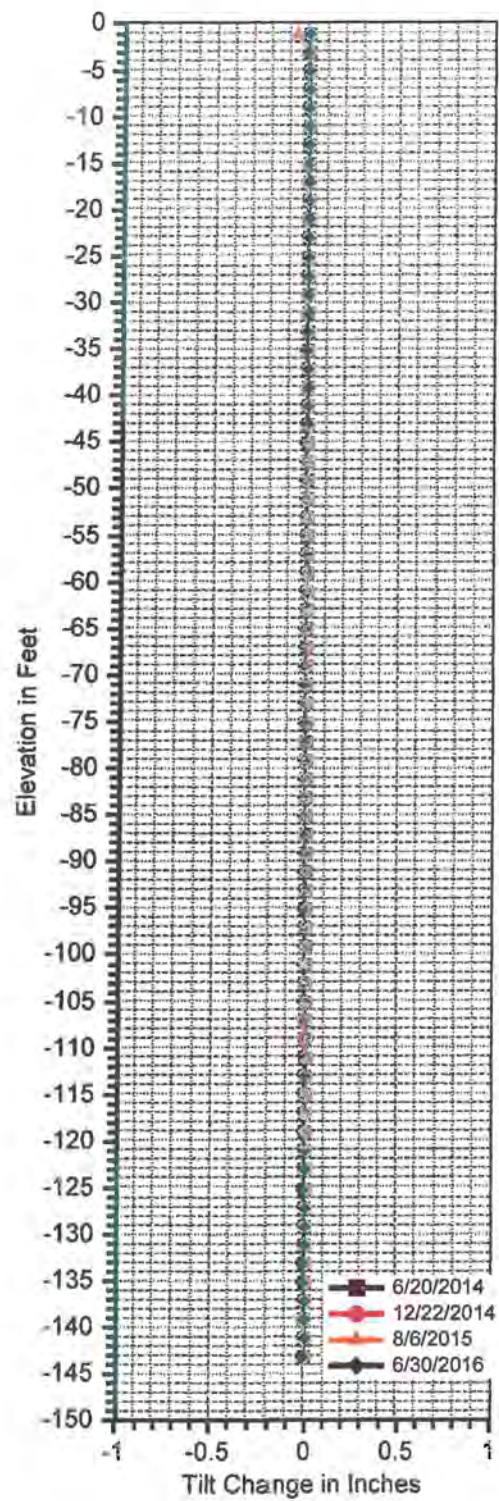
555-2 CSA SI-2, B-Axis



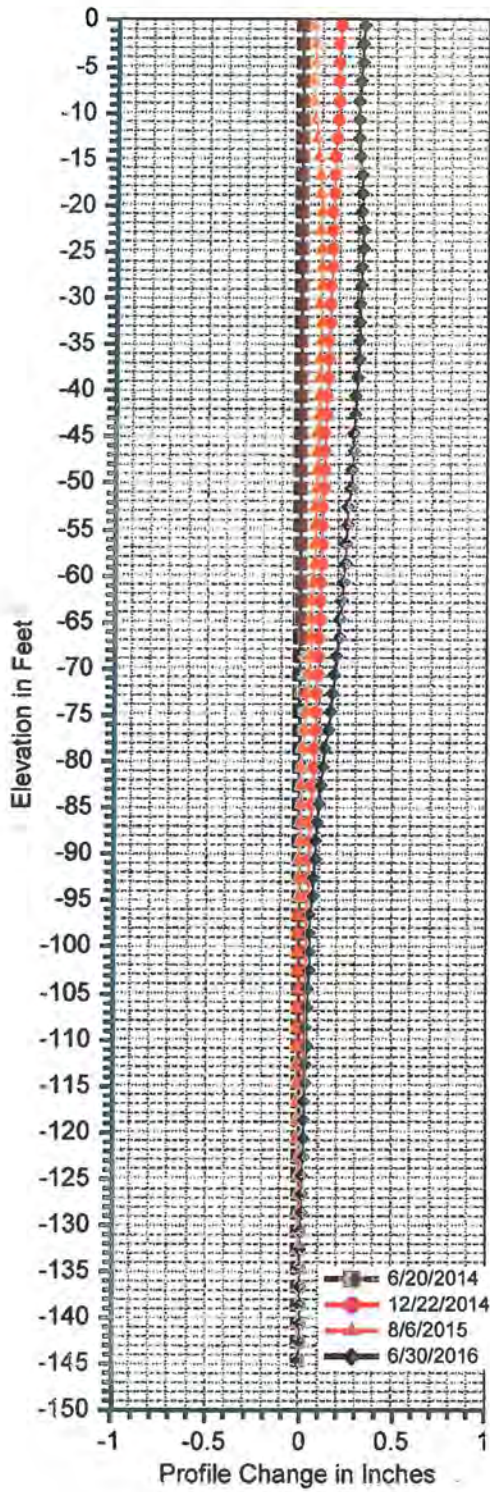
555-2 CSA SI-2, A-Axis



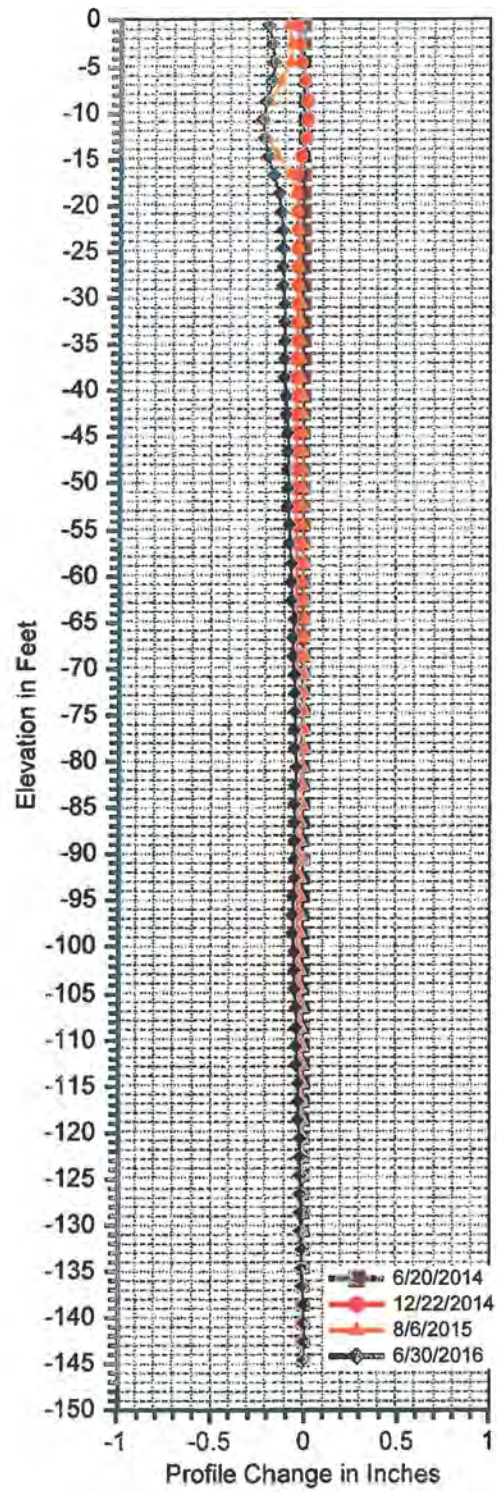
555-2 CSA SI-2, B-Axis



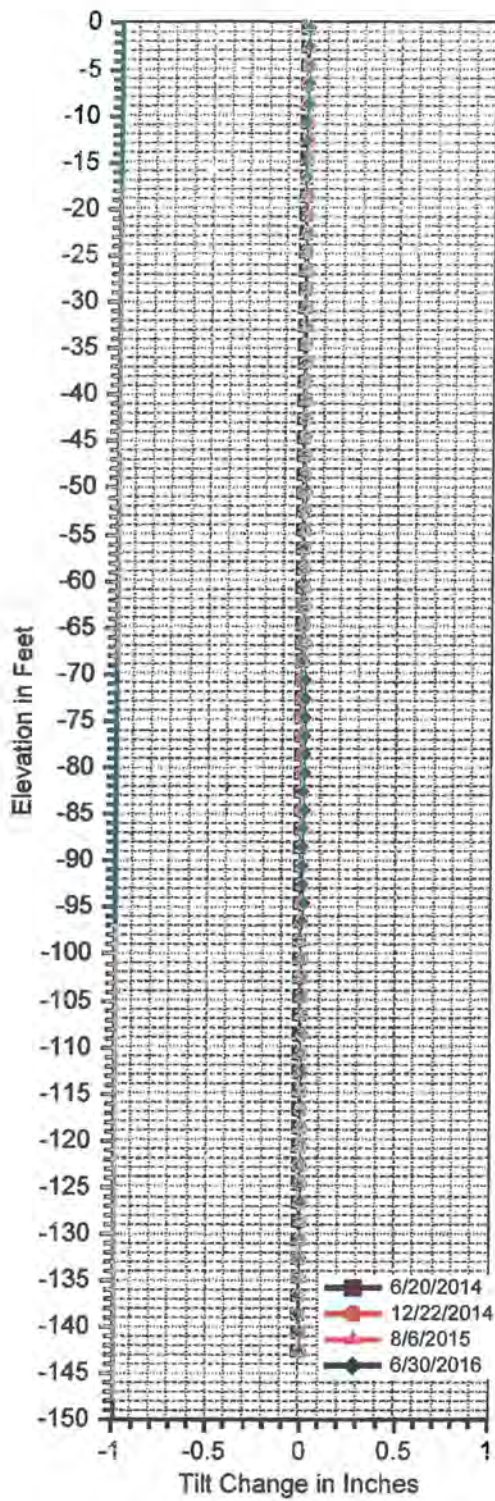
555-2 CSA SI-3, A-Axis



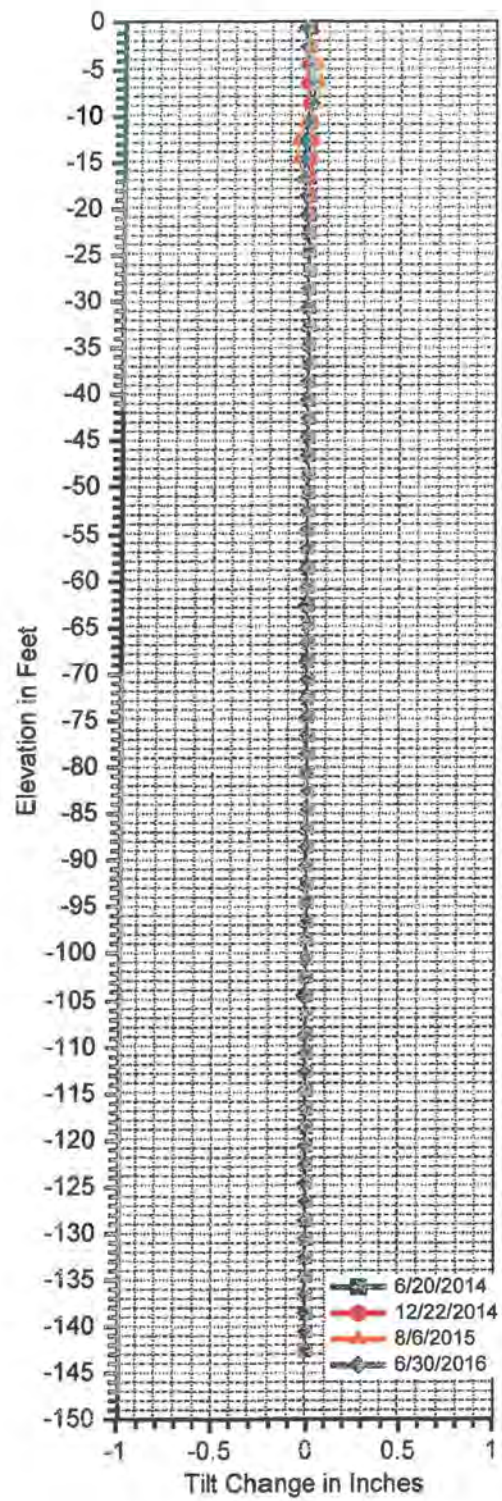
555-2 CSA SI-3, B-Axis



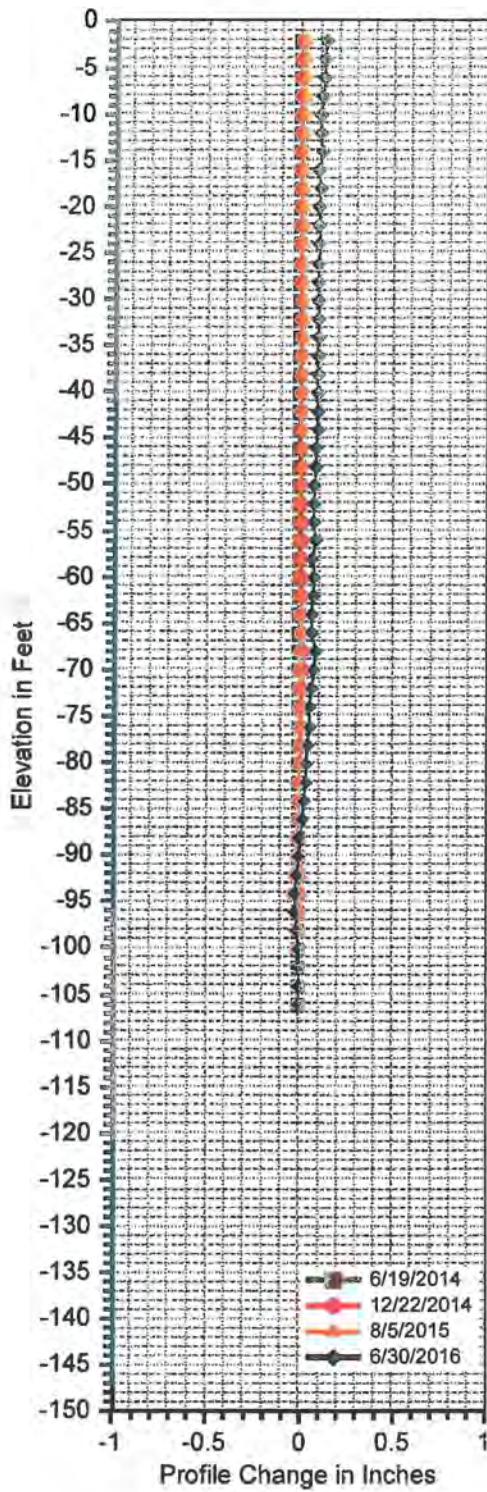
555-2 CSA SI-3, A-Axis



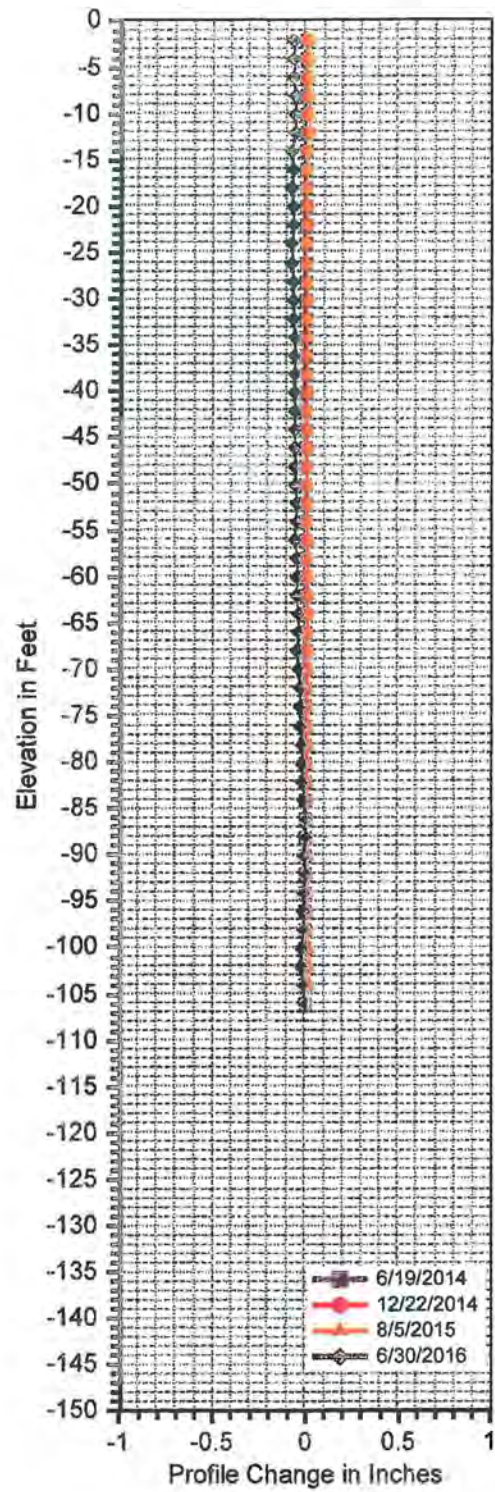
555-2 CSA SI-3, B-Axis



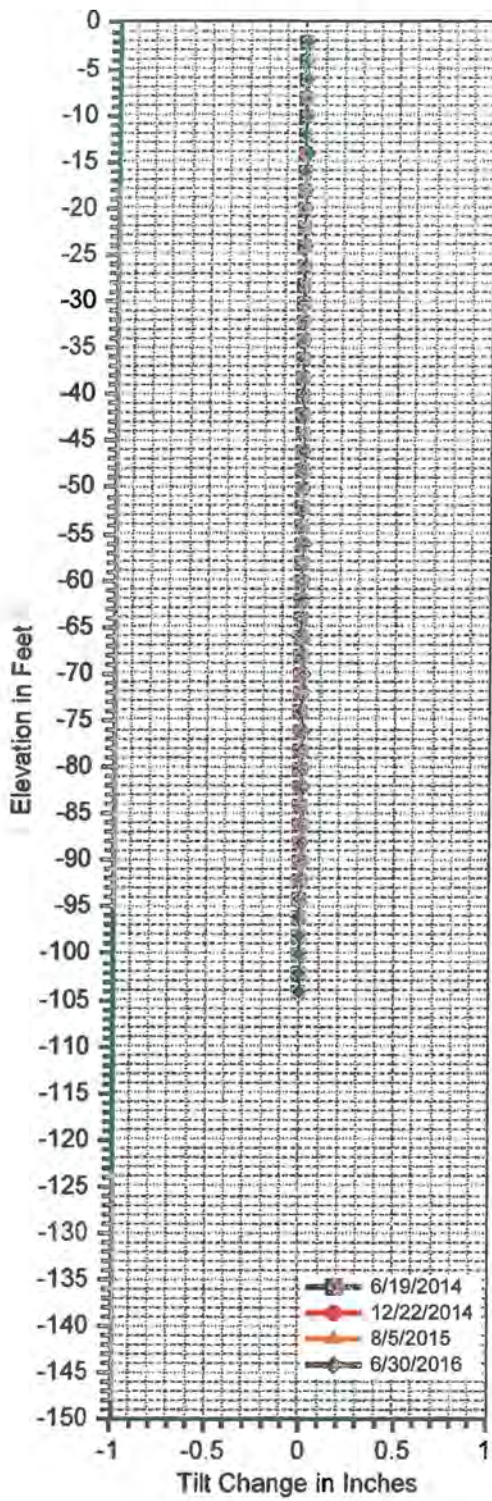
555-2 W-1, A-Axis



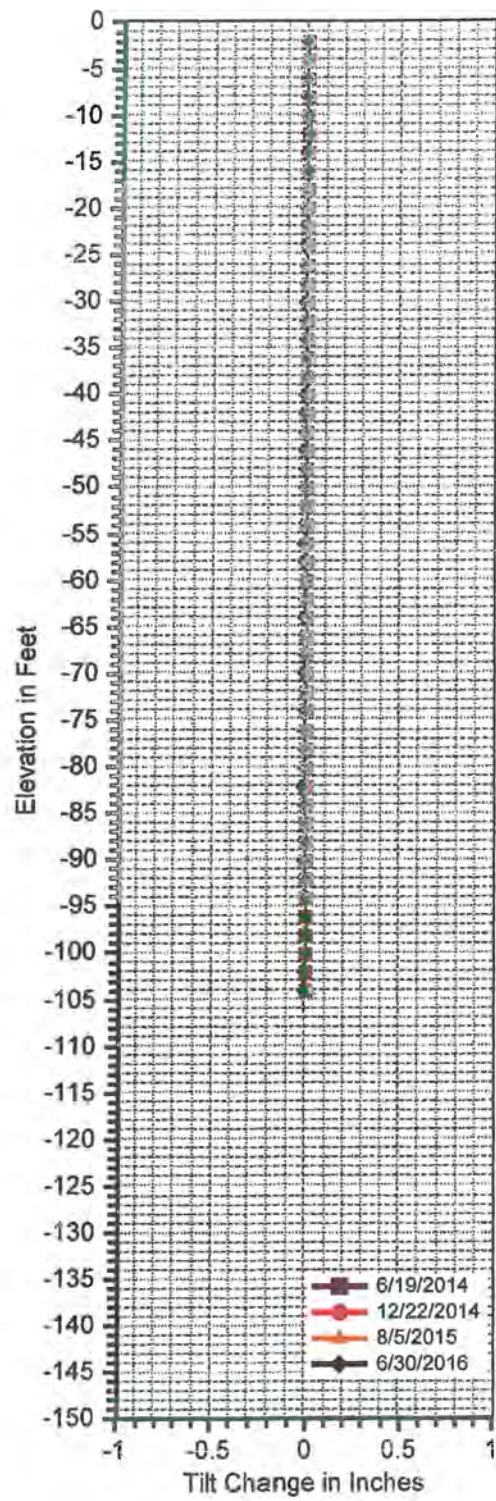
555-2 W-1, B-Axis



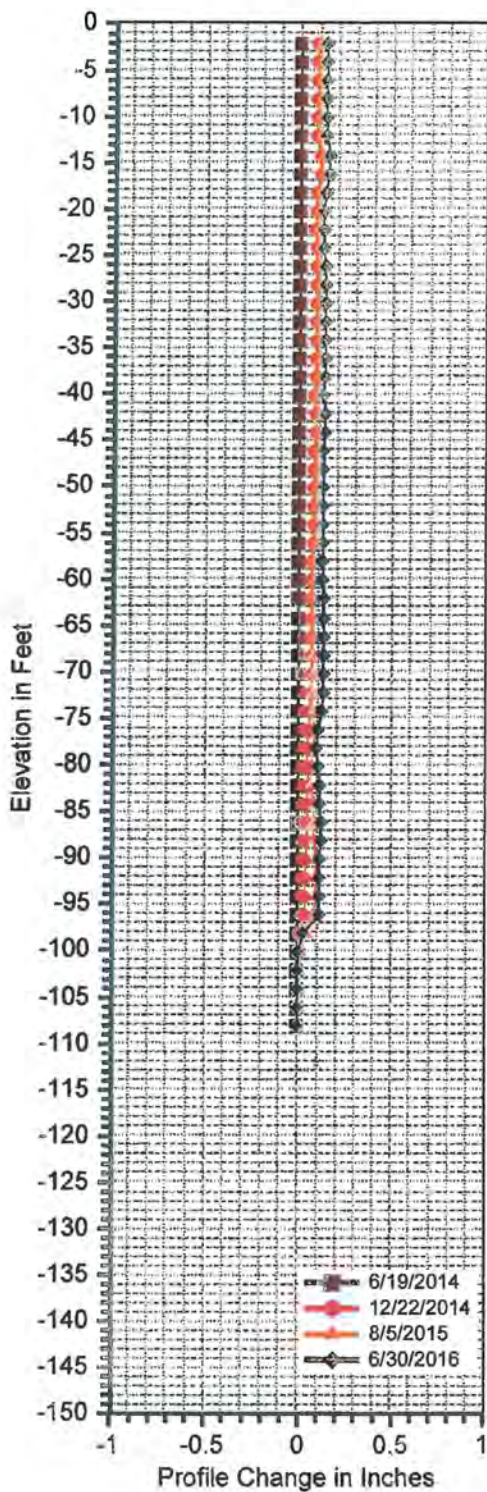
555-2 W-1, A-Axis



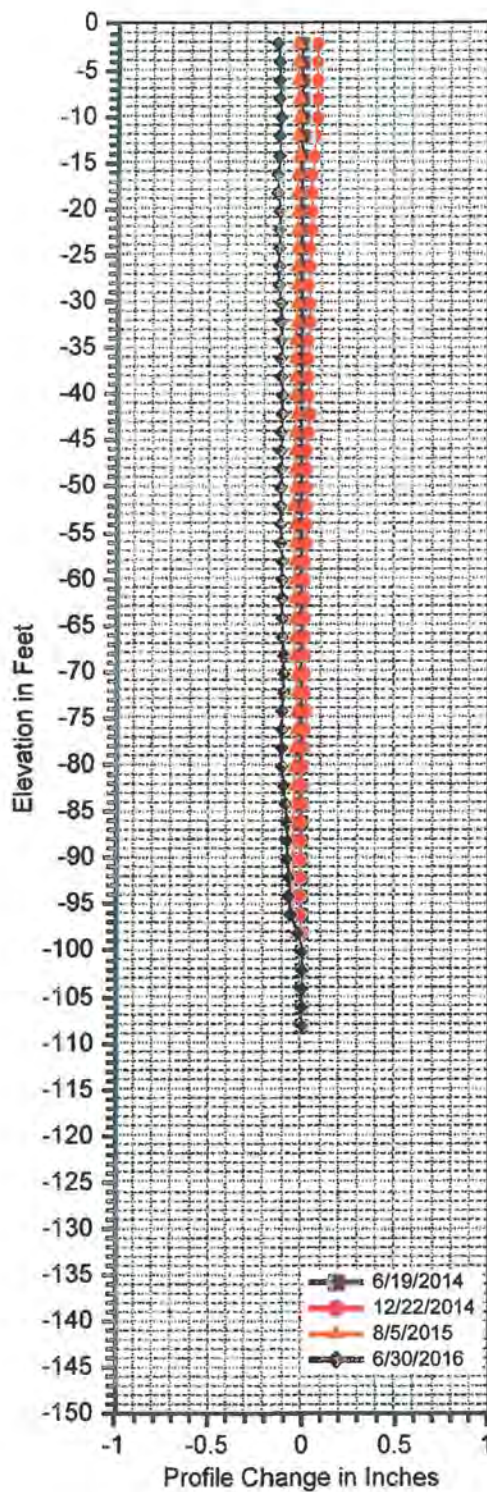
555-2 W-1, B-Axis



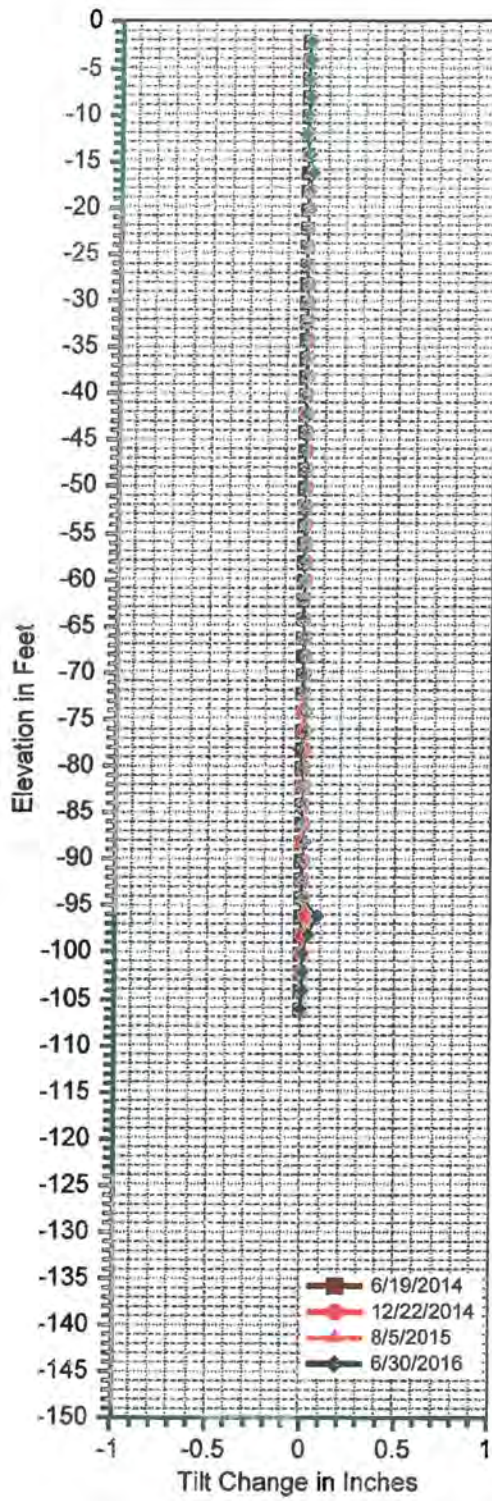
555-2 W-5, A-Axis



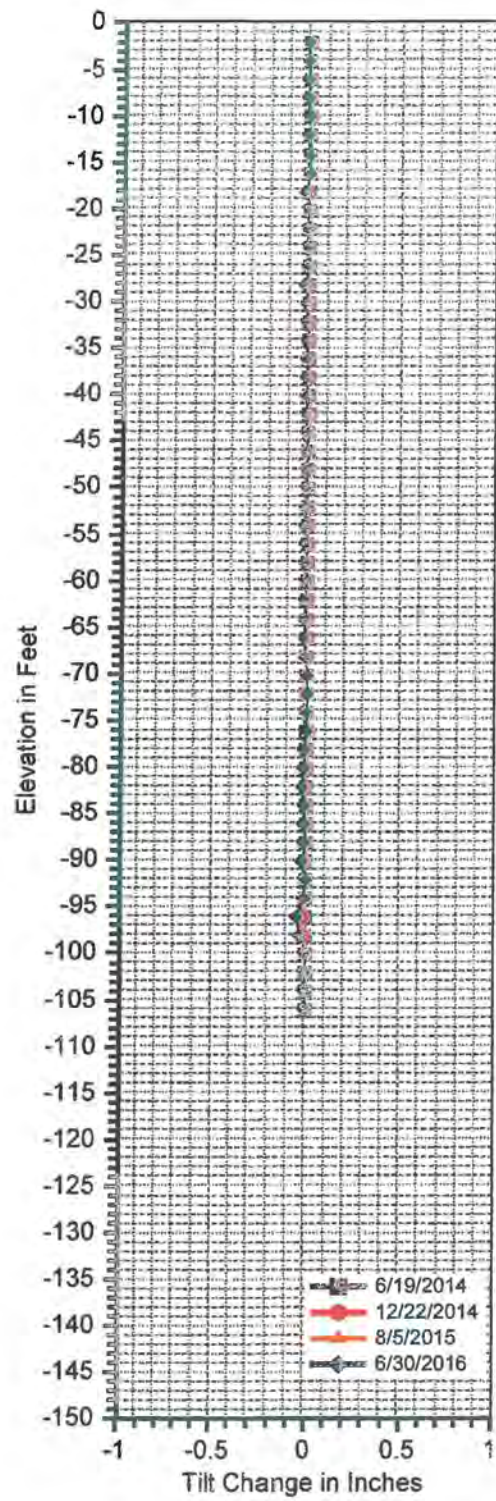
555-2 W-5, B-Axis



555-2 W-5, A-Axis



555-2 W-5, B-Axis



APPENDIX B

Vibrating Wire and Open Pipe Piezometer Measurements

SFB 555-2

Kelok Way Monitoring, Clayton, CA

Date of Monitoring: 6/30/2016

Open Standpipe Piezometer	Depth to GW (ft)
W SI-1	25.4
W-2	38.3
W-3	25.4
W-4	26.2
W SI-5	83.1
W-6	85.6
CEGPZ-1	24.0
CEGPZ-2	47.3
MW-1	23.4
CEGSI-1*	11.9
CEGSI-3*	24.6
BGCSI-1*	60.7
CSASI-1*	64.3
CSASI-2*	49.2

*Note: inclinometer casing with open bottom.

VW Piezometer	Depth (ft)	S/N	R0	T0 (°C)	G	K	Hz	T1(°C)	R1	P (psi)	P (psf)	Water (ft) Above VW Piezo	Depth to GW (ft)
CSA-1	36	07-17286	9110	22.8	0.01497	-0.01814	3027.7	16.8	9167.0	-0.7440	-107.1	-1.7	Dry**
	70	07-13836	8876	21.8	0.02439	-0.01615	2941.7	16.6	8653.6	5.5083	793.2	12.7	57.3
	125	07-14513	9095	21.0	0.02356	-0.03009	2838.8	16.8	8058.8	24.5396	3533.7	56.5	68.4
CSA-2	77	07-17287	9002	22.4	0.01562	-0.01583	3012.7	17.3	9076.4	-1.0808	-155.6	-2.5	Dry**
	97	07-13835	8874	21.9	0.02318	-0.02480	2930.6	17.1	8588.4	6.7389	970.4	15.6	81.4
	127	07-14512	8278	22.2	0.02452	-0.02357	2699.0	17.3	7284.6	24.4736	3524.2	56.5	70.5
CSA-3	77	07-17309	8954	22.1	0.01842	-0.02201	2990.5	17.1	8943.1	0.3110	44.8	0.7	76.3
	97	07-15712	8901	21.5	0.02413	-0.02937	2896.1	17.5	8387.4	12.5108	1801.5	28.9	68.1
	127	07-15716	8914	21.4	0.02465	-0.02996	2792.0	17.6	7795.3	27.6907	3987.5	63.9	63.1
CSA-4	44	07-17310	8894	22.2	0.01538	-0.00761	3004.0	16.5	9024.0	-1.9570	-281.8	-4.5	Dry**
	60	07-15711	7692	21.1	0.02356	-0.00656	2789.0	16.1	7778.5	-2.0056	-288.8	-4.6	Dry**
	125	07-15715	8929	21.3	0.02343	-0.02363	2817.8	16.7	7940.0	23.2810	3352.5	53.7	71.3

**Note: No positive water pressure measured by VW piezometer.

APPENDIX C
Historical Piezometer Measurement Records

SFB 555-2
 Kelok Way Monitoring, Clayton, CA
 Measured Groundwater Level in Feet Below Ground Surface

Monitored by	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	SFB	SFB	SFB	SFB	SFB
Open Standpipe Piezometer	9/24/07	10/15/07	4/3/08	6/26/08	1/15/09	1/27/10	3/24/10	9/31/10	1/28/11	5/10/11	5/18/11	6/9/11	6/20/11	7/22/11	11/29/12	5/19/14 to 6/20/14	12/22/14	8/5/2015	8/30/2016	
W SI-1															22.4	23.8	22.5	25.1	25.4	
W-2															37.3	33.1	27.4	39.5	38.3	
W-3															26.1	20.4	18.4	25.4	25.4	
W-4															25.6	23.4	23.8	25.6	26.2	
W SI-5															83.2	83.2	83.2	83.2	83.1	
W-6															85.7	85.6	85.6	85.7	85.8	
CEGPZ-1	23	22.3	23.7	22.2	24.4	23.4	24.1	23.1	23.1	21.8				21		22.2	22.3	23.6	24.0	
CEGPZ-2	46.5	45.9	46.2	45.8	46.2	45.7	46.9	46.4	46.9	46.4				48		47.0	47.3	46.7	47.3	
MW-1											15.2	17.3	17.2	17.5		21.0	22.0	22.4	23.4	
CEGSI-1*												49.0	35.0	22.5		10.6	10.7	10.9	11.9	
CEGSI-3*																21.4	22.0	26.0	24.8	
BGCSI-1*														66.2		61.6	61.4	61.0	60.7	
CSASI-1*														71.9		66.3	65.8	65.3	64.3	
CSASI-2*														86.1		57.6	55.3	52.7	49.2	

*Note: inclinometer casing with open bottom.

Monitored by	CEG	CEG	CEG	CEG	CEG	CEG	CEG	CEG	SFB	SFB	SFB	SFB
VW Piezometer	Depth (ft)	1/13/09	12/2/09	3/4/10	8/30/10 to 10/1/10	1/28/11 to 1/31/11	5/10/11 to 5/18/11	7/22/11	8/19/14 to 8/20/14	12/22/14	8/5/15	8/30/16
CSA-1	38	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**
	70	54.9	58.0	55.9	55.8	55.6	53.0	53.6	51.0	49.3	49.1	57.3
	125	50.9	54.8	53.7	54.3	55.2	53.7	69.4	69.0	67.3	66.9	68.4
CSA-2	77	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**
	87	79.7	80.8	80.8	81.3	81.2	81.1	80.8	80.8	80.5	81.2	81.4
	127	59.0	61.8	61.9	63.7	63.5	63.6	68.0	68.2	68.7	70.1	70.5
CSA-3	77	70.0	68.8	68.9	69.1	68.8	68.9	68.9	76.8	75.9	75.9	76.3
	87	71.7	73.4	73.8	74.8	74.5	74.0	74.4	67.7	66.9	67.9	66.1
	127	68.4	69.4	69.2	69.7	69.2	68.8	69.0	61.4	60.8	62.4	63.1
CSA-4	44	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**
	60	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**	Dry**
	125	70.6	71.4	66.4	66.3	68.6	61.3	63.1	72.2	72.6	72.6	71.3

**Note: No positive water pressure measured by VW piezometer.



Agenda Date: 9-20-2016
Agenda Item: 3a (2) GHAD

GHAD STAFF REPORT

INFORMATION ONLY

TO: HONORABLE CHAIRPERSON AND BOARDMEMBERS

FROM: RICK ANGRISANI, DISTRICT MANAGER

DATE: SEPTEMBER 20, 2016

SUBJECT: SUBMITTAL OF A REPORT BY BERLOGAR STEVENS & ASSOCIATES REGARDING THE MONITORING AND INSPECTION OF INCLINOMETERS AND SURFACE IMPROVEMENTS ALONG PEBBLE BEACH DRIVE IN THE PEACOCK CREEK SUBDIVISION

RECOMMENDATION

None at this time.

BACKGROUND

We reviewed the attached results letter, dated July 22, 2016, from Berlogar Stevens & Associates.

The inclinometer readings indicate that no significant movement has occurred since the last inspection in August of 2014. Inspection of the v-ditches reveals that there has been no additional movement or damage. Some new minor cracking was observed in the pavement on Pebble Beach Drive.

Until there is some surface indication of movement or stress, staff sees no reason to repeat the readings and inspection for the foreseeable future.

Attachment: Berlogar letter dated 7/22/2016 (12 pp.)

Via E-mail Only

July 22, 2016
Job No. 2947.102

BERLOGAR
STEVENS &
ASSOCIATES

Oakhurst Geologic Hazard Abatement District
c/o Permco Engineering
1470 Civic Court Suite 320
Concord, California 94520

Attention: Mr. Rick Angrisani

Subject: Slope Inclinometer Monitoring Program
Open Space Slope Below Lots 59 through 61
Pebble Beach Drive
Clayton, California

Gentlemen:

At your request, we have completed the following tasks at the subject site:

1. Take readings on Slope Inclinometers SI-1 and SI-2.
2. Walk the V-ditches and map apparent displacements.

Our findings are as follows:

Slope Inclinometers:

- | | |
|------|---|
| SI-1 | The plotting suggests that no significant movement has occurred since our last readings were taken in August of 2014. |
| SI-2 | The inclinometer casing has pinched at a depth of 71 feet. Therefore, we were unable to take readings between 71 feet and 125 feet in depth. To process the data collected in the upper 70 feet, we used the prior readings taken February 25, 2010 for depths of 71 to 125 feet to provide a data set for plotting purposes. While the plotting suggests that the upper 70 feet has not internally moved significantly since our last readings were taken in August of 2014, it is not possible to determine if the upper 70 feet has moved differentially relative to the materials below a depth of 70 feet. |

V-Ditch

The V-ditches below Pebble Beach Drive were walked in the field. Observations by our engineer indicate that no significant movement has occurred in the v-ditches since our last field exploration in 2014. Cracks A, B, C and E have been patched since our last observation. Crack D has not been patched. For a more in depth description, please see the attached Site Plan and photographs.

Note: Cracking of the AC Pavement was apparent in several locations on Pebble Beach Drive; one of these sections is presented on Plate 1, Site Plan and Appendix A, Photographs.

Please call if you have any questions.

Respectfully Submitted,

BERLOGAR STEVENS & ASSOCIATES



Matthew R. Gessner
Staff Engineer

MRG/FB:jmo

Attachments:

- Plate 1 – Site Plan
- Plate 2 – Slope Inclinator Plot SI-1
- Plate 3 – Slope Inclinator Plot SI-2
- Appendix A – Photographs



JOB NUMBER: 2947.102
DATE: 7-5-16
DRAWN BY: CC



EXPLANATION

- SI-2
● SLOPE INCLINOMETER LOCATION
- ⓔ CRACK DESIGNATION LETTER
(SEE PHOTOGRAPHS)

SITE PLAN V-DITCH OBSERVATIONS

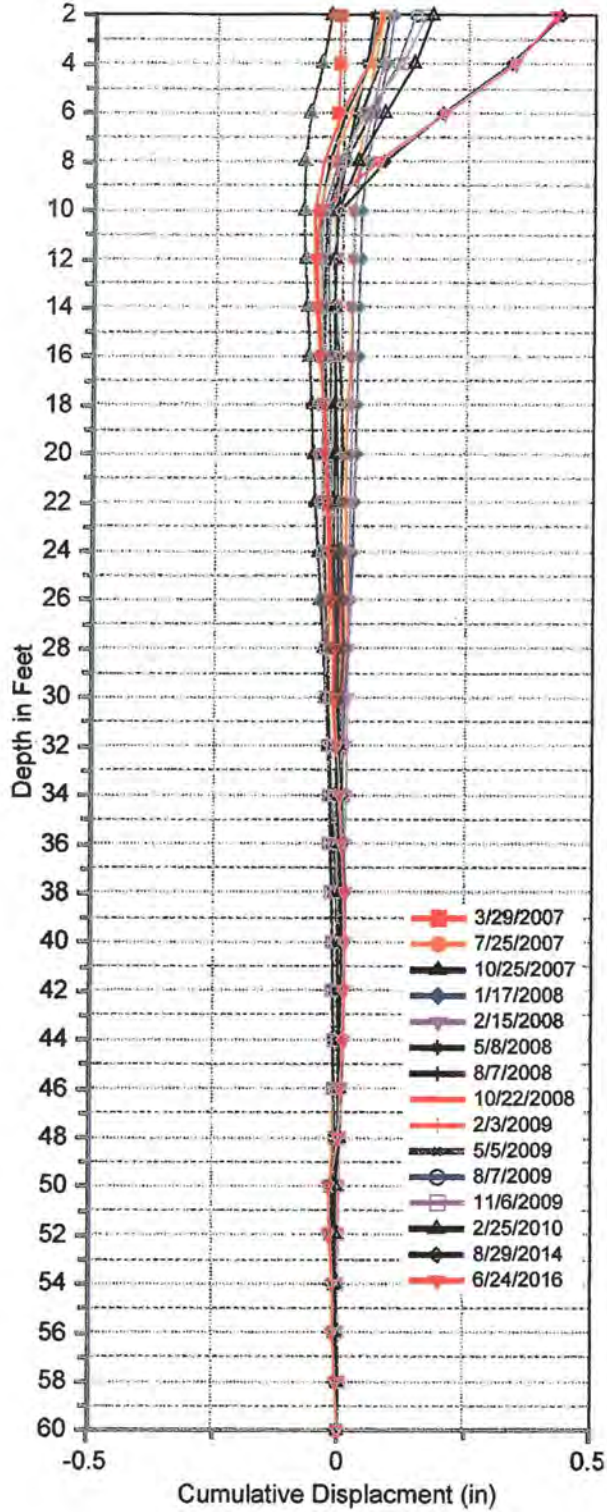
PEBBLE BEACH DRIVE
CLAYTON, CALIFORNIA
FOR
CITY OF CLAYTON

Berlogar Stevens & Associates

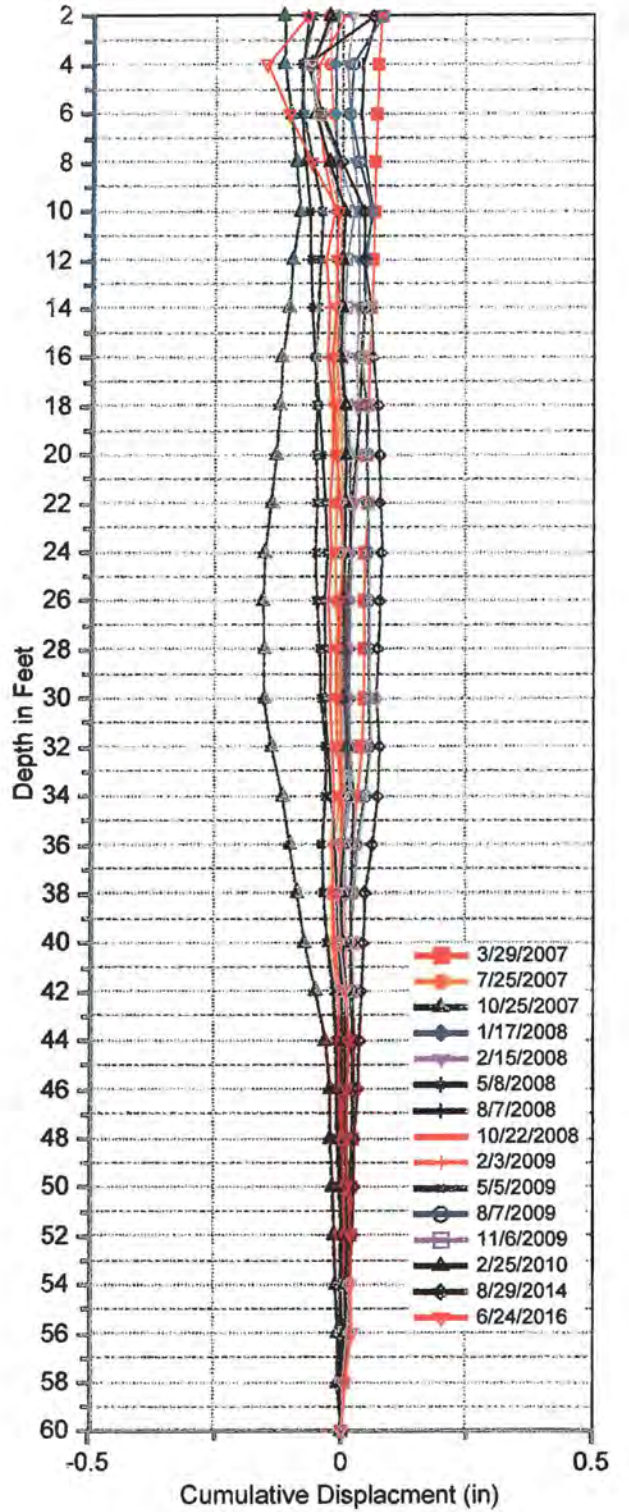
SOIL ENGINEERS * ENGINEERING GEOLOGISTS

BASE: COMPILATION OF RECORD PLANS UDI-TETRAD DATED 10-7-96, AND FIGURE IIIA-2 HALLENBECK 1988

SI-1, A-Axis



SI-1, B-Axis

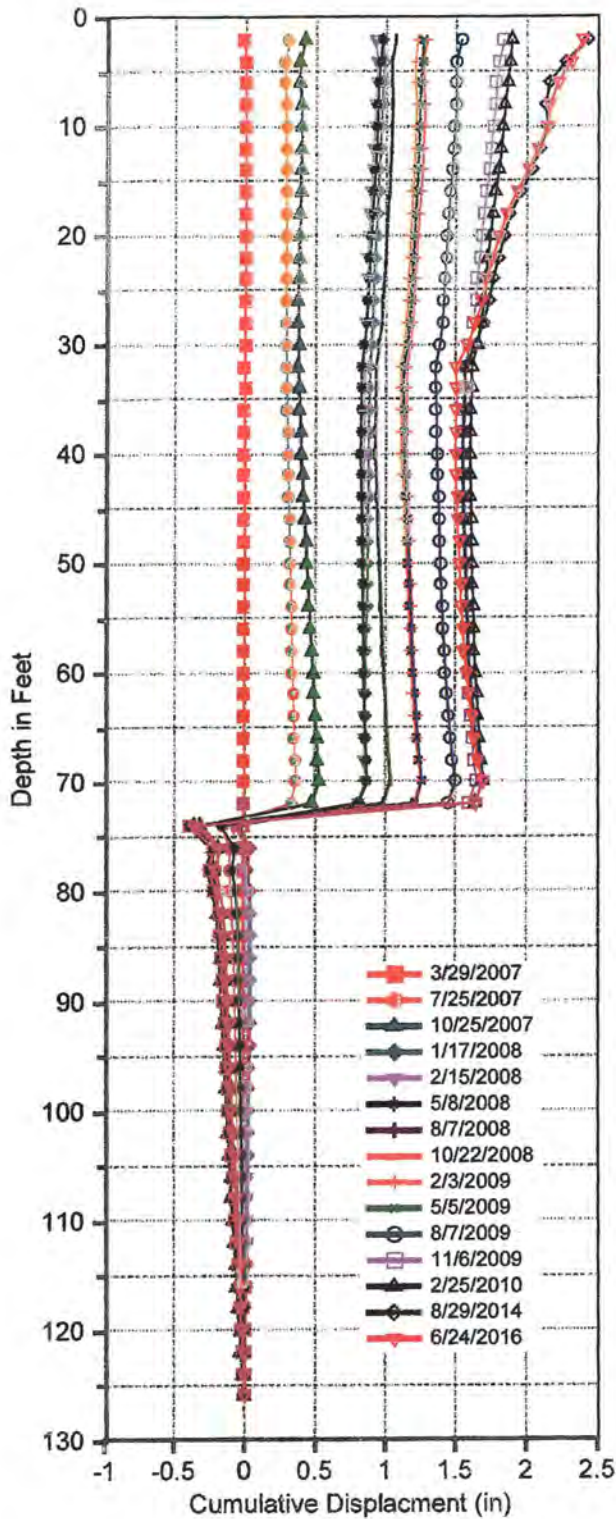


**BERLOGAR
STEVENS &
ASSOCIATES**

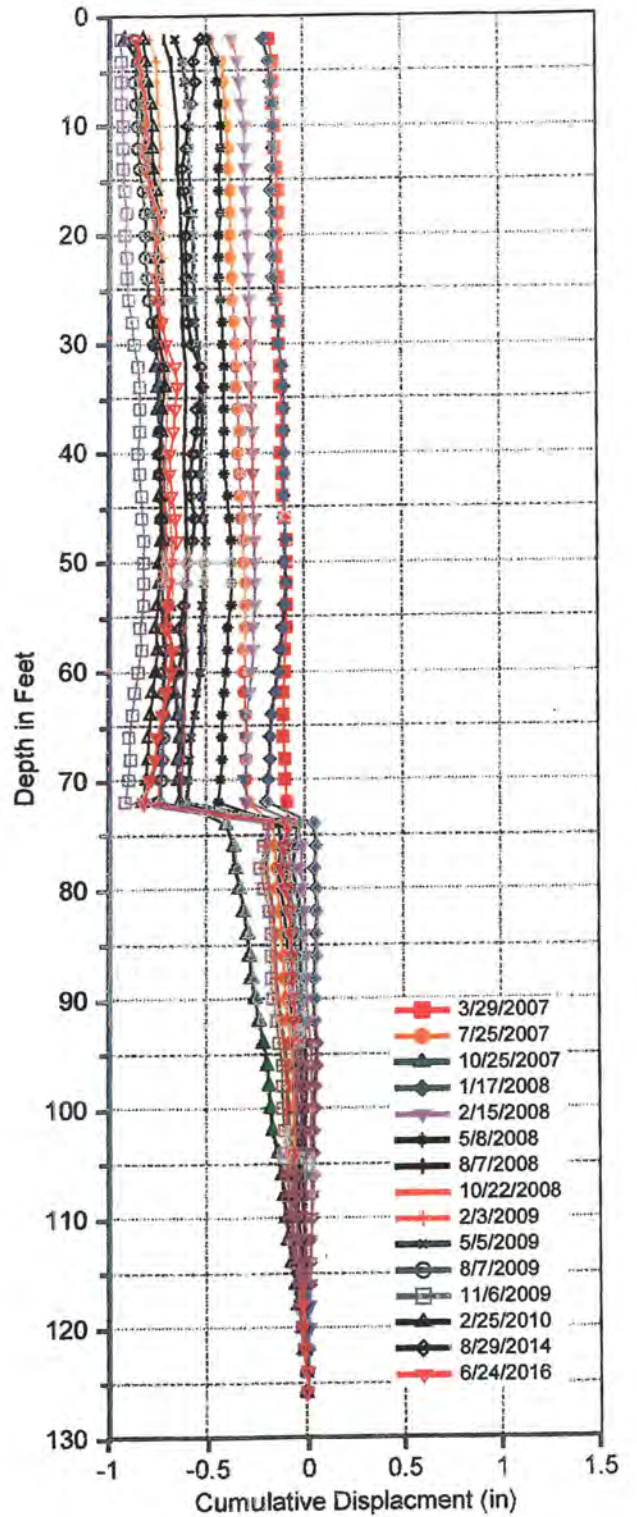
2947.100 - Open Space Slope Below Lots 59-61
Baseline Reading Date: 2-20-07
A+=N49E B+=S41E

SOIL ENGINEERS ENGINEERING GEOLOGISTS

SI-2, A-Axis



SI-2, B-Axis



**BERLOGAR
STEVENS &
ASSOCIATES**

2947.100 - Open Space Slope Below Lots 59-61
 Baseline Reading Date: 2-20-07
 A+=N41E B+=S49E
 Reading 8-29-14 refusal at 70 feet
 All subsequent readings start at 70 feet

APPENDIX A

Photographs

PHOTOGRAPHS OF CRACKS IN PAVEMENT AND V-DITCHES

PEBBLE BEACH DRIVE CLAYTON, CA

JUNE 30, 2016



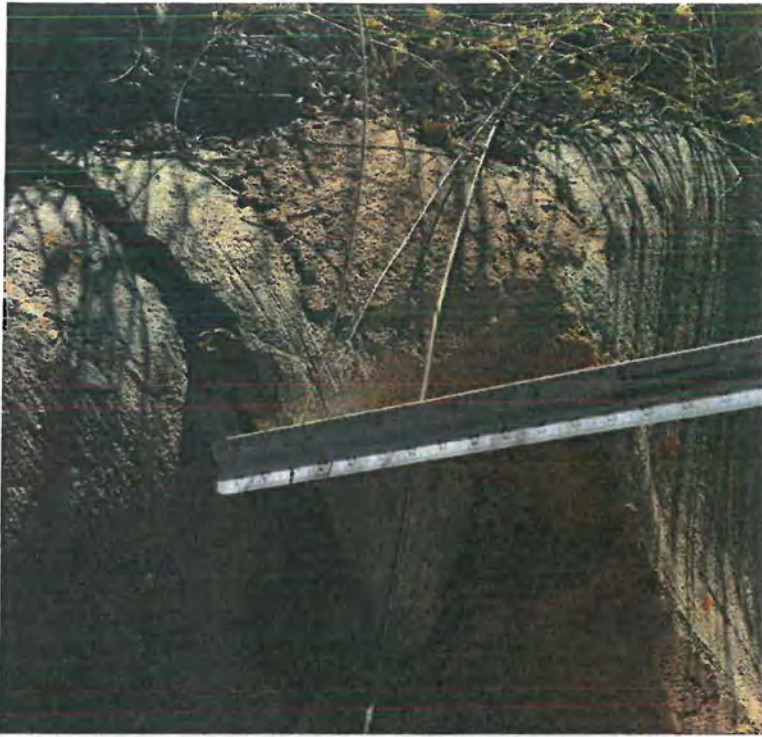
Cracks in AC pavement along Pebble Beach drive in the same location as previous observations. Viewed looking Northwest from the southeast edge of Interpreted deformation zone



CRACK A

Crack A has been patched since our last observation in 2014. This is the most northern crack of 4 located on the mid-slope v-ditch approximately 100 feet southwest of Slope Incliner SI_2.





CRACK B

Crack B has been patched since our last observation in 2014. This is the second crack from the north along the mid-slope v-ditch.





CRACK C

Crack C has been patched since our last observation in 2014. This is the opposite end of the concrete section shown in CRACK B.





CRACK D

Crack D has not been patched since our last observation in 2014. This crack is the southernmost crack of the series of 4 located in the concrete V-ditch along the mid-slope bench.





CRACK E

Crack E has been patched since our last observation in 2014. This crack is located in the lower V-ditch.



MINUTES
REGULAR PUBLIC MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT Agenda Item: 3b GHAD

July 19, 2016

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 10:09 p.m. by Chairman Haydon. Board Members present: Chairman Haydon, Vice Chair Diaz and Board Members Geller, Pierce, and Shuey. Board Members absent: None. Staff present: City Manager Gary Napper, General Legal Counsel Mala Subramanian, GHAD District Manager Rick Angrisani, and Secretary Janet Brown.

2. **CONSENT CALENDAR** – It was moved by Board Member Shuey, seconded by Board Member Pierce, to approve the Consent Calendar as submitted. (Passed; 5-0 vote).
 - (a) Approved the Board of Directors' minutes for its regular meeting of June 21, 2016.

3. **PUBLIC COMMENTS** – None.

4. **PUBLIC HEARINGS**
 - (a) Public Hearing to consider the Geological Hazard Abatement District (GHAD) proposed real property tax assessments for Fiscal Year 2016-2017.

District Manager Rick Angrisani presented the staff report noting at the Board's June 21st meeting a recommendation was approved to increase the annual real property assessments by the allowable 2.70% increase in annual San Francisco- Bay Area Consumer Price Index (CPI). If this action is not approved, the Oakhurst Geological Hazard Abatement District will not be able to continue funding the maintenance and monitoring tasks in the affected areas during the coming fiscal year.

Chair Haydon opened the floor to receive public comments.

Joseph Beaty, 110 Crow Place, thanked staff for answering his previous questions and providing him with District information he needed prior to this evening's meeting. Mr. Beaty then informed the Board and District Manager of potential land movement occurring on Crow Place; he inquired if there is a way to include the costs of installing additional monitoring units on Crow Place and spread that cost across all parcels in the District, or if there are other options available. Mr. Beatty advised one of homes located on Crow Place has experienced their driveway buckle and had to replace it a few times, and Mr. Beaty thought land movement in that area could be the

cause for this problem. Mr. Beaty claimed he never received any information about land movement in this residential area prior to moving into his home.

Mr. Angrisani advised the formula used to calculate the assessment has a limit on the percentage charged per parcel consisting of approximately 1,485 Geological Hazard Abatement District properties. He also added the District must first determine if there is a problem on Crow Place and if it is of major concern; the added costs can be between \$4,000 and \$5,000.

Board Member Geller commented based on his realtor expertise, any homes sold in the Oakhurst area came with an additional realtor's packet of information regarding the Geological Hazard Abatement District explaining the potential for movement or slides. That packet is the notification to the purchasers and required a signature acknowledging receipt and knowledge of the potential hazards when purchasing a home in the Oakhurst area.

Chairman Haydon asked if the District Manager would be able to perform a visual inspection of Crow Place to see if this is an area that could be experiencing land movement. Mr. Angrisani indicated he would do that.

It was moved by Board Member Pierce, seconded by Board Member Geller, to adopt GHAD Resolution No. 03-2016 Ordering Improvements and Confirming Real Property Assessments for Fiscal year 2016-17. (Passed; 5-0 vote).

5. **ACTION ITEMS** – None.

6. **BOARD ITEMS** – None.

7. **ADJOURNMENT** - on call by Chairman Haydon, the meeting adjourned at 10:28 p.m.

Respectfully submitted,

Janet Brown, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Keith Haydon, Chairman