



**CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA**

TUESDAY, JULY 15, 2025

7:00 PM

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

Kim Trupiano, Mayor

Jeff Wan, Vice Mayor

Jim Diaz, Councilmember

Holly Tillman, Councilmember

Richard G Enea, Councilmember

1. CALL TO ORDER

2. PLEDGE OF ALLEGIENCE

3. ROLL CALL

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. 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 other agenda items will be allowed when each item is considered by the Council.

5. CONSENT CALENDAR

(a) Approve June 17, 2025 Meeting Minutes
[\(View\)](#)

(b) Approve June 24, 2025 Meeting Minutes
[\(View\)](#)

- (c) Report on the Annual Update of the Master Fee Schedule
[\(View\)](#)
- (d) Approval of a Maintenance Service Agreement with Bel Air Mechanical, Inc., to Provide Quarterly Heating Ventilation and Air Conditioning Services for City Owned Properties
[\(View\)](#)

6. RECOGNITIONS AND PRESENTATIONS

- (a) Unsung Hero - Debby Bruno
[\(View\)](#)
- (b) Presentation - Contra Costa County Animal Services Department
[\(View\)](#)

7. REPORTS

- (a) City Manager/Staff
[\(View\)](#)
- (b) City Council/Committees
[\(View\)](#)

8. PUBLIC HEARINGS

- (a) Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in Fiscal Year 2025/26
[\(View\)](#)

9. ACTION ITEMS

- (a) Adopt two Resolutions Approving the Memorandum of Understanding for the Management Employees Bargaining Unit and Adopting the City of Clayton's Salary Schedule Effective July 1, 2025, in Conformance with CalPers Requirements to Provide a Publicly Available Salary Schedule

[\(View\)](#)
- (b) Adopt a Resolution Authorizing the Revised Job Descriptions for the Police Officer and Senior Maintenance Worker and Create a New Job Description and add to the Salary Schedule a Seasonal Maintenance Worker – Temporary Position
[\(View\)](#)
- (c) Adopt a Resolution to Establish an Appropriation Limit for Fiscal Year 2025-26
[\(View\)](#)

10. COUNCIL ITEMS

11. COUNCIL REPORTS

12. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be August 19, 2025. For meeting information and materials, please visit the City's website at www.claytonca.gov

Meeting Information and Access

- 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 www.claytonca.gov
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.claytonca.gov
- Any writings or documents provided to a majority of the City Council after distribution of the agenda packet and regarding any public item on this agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours and is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment requiring special accommodation to participate, please call the City Clerk's office at least 72 hours (about 3 days) before the meeting at (925) 673-7300.
- E-mail Public Comments: Public comment may also be sent to the City Clerk at cityclerk@claytonca.gov by 5:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire committee and made part of the official meeting file.

Each person attending the meeting who wishes to speak on an agendized or non-agendized matter (within the council's jurisdiction), shall have a set amount of time to speak as determined by the Mayor.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken

DATE: July 15, 2025

SUBJECT: Approve June 17, 2025 Meeting Minutes

BACKGROUND

Minutes for the City Council meeting on June 17, 2025

FISCAL IMPACTS

N/A

ATTACHMENTS

[Minutes 061725 - Final.pdf](#)



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

TUESDAY, JUNE 17, 2025

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 6:02 p.m. by Mayor Trupiano held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Diaz, Enea, and Tillman; Vice Mayor Wan and Mayor Trupiano. Staff present: City Manager, Kris Lofthus; Assistant City Manager, Regina Rubier; Management Analyst, Dennis Bozanich; City Attorney, Malathy Subramanian; City Clerk, Stephanie Cabrera-Brown;

2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Trupiano

3. **PLANNING COMMISSION INTERVIEWS**

- (a) Conduct Interviews to Fill Two Vacancies on the Planning Commission and Select Two Candidates to Appoint to the Planning Commission for a Two-year Term, Ending June 30, 2027, Scheduled as Item 10.a under **Action Items**

The 3 candidates were interviewed one at a time by the city council. Each candidate was allowed an opening statement, followed by questions from the council, and then allowed a closing statement.

The meeting was recessed for at 6:35 to convene the GHAD meeting.

The meeting was resumed at 7:00

4. **SWEARING IN CEREMONY FOR INCOMING POLICE CHIEF JEREMY CRONE**

The City Manager, Kris Lofthus, provided the community a background of Chief Jeremy Crone

Chief Crone shared his remarks, expressing gratitude to everyone involved in the process and to the community for their support.

City Clerk, Stephanie Cabrera-Brown, administered the oath of Office to Chief Crone.

The meeting was briefly recessed for refreshments and for the chance for the community to congratulate Chief Crone.

5. PUBLIC COMMENT ON NON-AGENDA ITEMS

Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. 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 other agenda items will be allowed when each item is considered by the Council.

Geneva Moss, Librarian, announced the various events going on at the library this summer and invited the community to join.

Howard Kaplan brought up a concern around the topic of deferred maintenance, which was brought up during the previous city council meeting.

Keith Hayden spoke around the approval of the 2-year budget, and the role of the members of the financial sustainability committee regarding the budget.

Christine Muller brought up the Grand Jury Report and her expectation for how the council should handle it.

Meredith Yalenty addressed the Grand Jury Report and advocated for reinstating call-in options for citizens unable to attend council meetings in person.

6. CONSENT CALENDAR

Mayor Trupiano moved item 6.b to item section 10.b

It was moved by Councilmember Diaz and seconded by Vice Mayor Wan, to approve Consent Calendar Items 6(a), 6(c), 6(d). (Passed 5/0)

(a) Approval of the June 3, 2025, Meeting Minutes

(b) Approval of Contract Amendment No. 3 with Theis Engineering and Associates

- (c) Adopt a Resolution Setting the Special Tax Rate, Ordering the Levy and the Collection of Special Taxes for Fiscal Year 2025/26 for Community Facilities District 2006-1 (Downtown Park Operation and Maintenance
- (d) Adopt a Resolution Setting the Special Tax Rate, Ordering the Levy and the Collection of Special Taxes for Fiscal Year 2025/26 for Community Facilities District 2007-1 Citywide Landscape Maintenance Tax

7. **RECOGNITIONS AND PRESENTATIONS**

- (a) Six-Month Assessment of the Clayton Police Department

Chief Mort delivered a presentation to the City Council regarding the Clayton Police Department.

Sgt. Enea made a clarification on the way a specialized position was paid.

Jim Killoran made a comment about the pay for the police.

- (b) Certificates of Appreciation Presented to Dan Johnston and Jeff Miller

City Manager, Kris Lofthus provided background on the contributions of Dan and Jeff as members of the maintenance team.

- (c) Certificate of Appreciation Presented to Interim Chief Don Mort

Kris Lofthus shared background on his relationship with Chief Mort and highlighted the positive impact the Chief has had on Clayton.

- (d) Unsung Heroes for the Month of May (awarded in June) - JoAnn Caspar

Mayor Trupiano spoke about JoAnn's background and recognized the valuable work she does throughout the community.

- (e) Presentation of a Proclamation to Honor Rory Richmond for his Dedication to Community Service and the Clayton Community

Mayor Trupiano read the declaration honoring Rory Richmond

- (f) Quarterly Contra Costa County Fire Protection District Update

Fire Chief Broschard presented an update on ConFire's efforts over the past six months, followed by Assistant Chief and Fire Marshal Bachman, who reviewed the evacuation plan and the fire hazard map.

Ed Miller shared his recommendations on how the council could help make fire safety compliance accessible and effective.

8. **REPORT**

(a) **City Manager / Staff**

- Link to ClearGov Transparency Portal:
<https://cleargov.com/california/contra-costa/city/clayton/checkbook>

City Manager Kris Lofthus provided updates on scheduling changes due to the Fourth of July holiday, as well as information about an upcoming good governance training

(b) **City Council / Committees**

Reports provided as an attachment to the agenda.

9. **PUBLIC HEARINGS**

(There were no Public Hearings Scheduled for this Meeting.)

10. **ACTION ITEMS**

- (a) Adopt a Resolution Appointing Two (2) Individuals to the Planning Commission for a Two-year Term, Ending June 30, 2027.

It was moved by Vice Mayor Wan and seconded by Councilmember Diaz to reappoint Commissioners Banchemero and Casagrande to the Planning Commission. (Passed 4/1 Ayes: Councilmembers Diaz and Enea; Vice-Mayor Wan, Mayor Trupiano. Dissent: Councilmember Tillman)

- (b) Approval of Contract Amendment No. 3 with Theis Engineering and Associates

It was moved by Vice Mayor Wan and seconded by Councilmember Tillman to approve the contract. (Passed 5/0)

- (c) Adopt two Resolutions Approving the Memorandum of Understanding for the Miscellaneous Employees Bargaining Unit and Adopting the City of Clayton's Salary Schedule Effective July 1, 2025, in Conformance with CalPers Requirements to Provide a Publicly Available Salary Schedule

It was moved by Vice Mayor Wan and seconded by Councilmember Diaz to approve both the Memorandum of Understanding and Adopting the city of Clayton's Salary Schedule. (Passed 5/0)

- (d) Formation of an Ad Hoc Committee to Review the Grand Jury Report

Ed Miller spoke regarding his concern about the Grand Jury Report and the Ad Hoc Committee.

Christine Muller brought up her concern for the potential for bias in the Ad Hoc Committee's findings

**It was moved by Vice Mayor Wan and seconded by Councilmember Diaz to create the Ad Hoc Committee consisting of Mayor Trupiano and Vice-Mayor Wan.
(Passed 5/0)**

11. ADJOURNMENT – Mayor Trupiano adjourned the meeting at 10:18 p.m.

Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Skyler Aitken

DATE: July 15, 2025

SUBJECT: Approve June 24, 2025 Meeting Minutes

BACKGROUND

Minutes for the Special City Council meeting on June 24, 2025

FISCAL IMPACTS

N/A

ATTACHMENTS

[Minutes 062425 - Final.pdf](#)



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

TUESDAY, JUNE 24, 2025

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 5:02 p.m. by Mayor Trupiano held in-person, and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Diaz, Enea, and Tillman; Vice Mayor Wan and Mayor Trupiano. Staff present: City Manager, Kris Lofthus; Management Analyst, Dennis Bozanich; City Attorney, Malathy Subramanian; City Clerk, Stephanie Cabrera-Brown; and Administrative Clerk, Skyler Aitken.

2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Trupiano

3. **DISCUSSION**

- (a) Response to Contra Costa County Civil Grand Jury Report 2505 Titled "Clayton: Small City, Big Concerns Clayton City Council"

The council discussed the response and asked various questions of each other.

The Mayor opened up the floor to public comment.

Jeanne Costello spoke about her disappointment to the response.

Ed Miller spoke about his feelings to the response.

Keith Haydon spoke about his concerns of the grand jury investigation.

Janet Evans spoke about her concerns to the response.

Brian Mayhew spoke about his experience in local government and his feelings about the grand jury report.

Lauren Kindorf spoke about her concerns to the grand jury report and the response.

Frank Gavidia spoke about his thoughts to a prior civil grand jury response and the response to the current civil grand jury investigation.

Mr. O'Neil spoke about wanting to build a bridge and come together as a community to overcome the problems in the civil grand jury report.

Mayor Trupiano closed public comment, and the city council discussed the response further.

It was moved by Vice Mayor Wan and seconded by Councilmember Diaz to adopt the response and authorize the mayor to sign the adopted response letter, after making grammatical changes. (Passed 4/1 Ayes: Councilmembers Diaz and Enea; Vice-Mayor Wan, Mayor Trupiano. Dissent: Councilmember Tillman)

4. ADJOURNMENT – Mayor Trupiano adjourned the meeting at 6:35 p.m.

Please note the Minutes of this meeting set forth all actions taken by the City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Report on the Annual Update of the Master Fee Schedule

RECOMMENDATION

See attached Staff Report

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

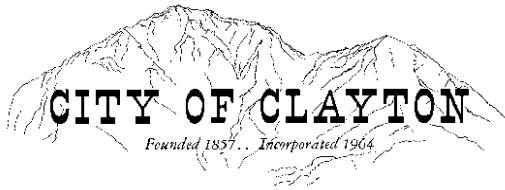
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CEQA

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ATTACHMENTS

[Staff Report - Notification of Master Fee CPI Increase 07 15 2025.pdf](#)
[DRAFT Book of Fees with Proposed CPI increase.pdf](#)



STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: June 17, 2025

SUBJECT: Report on the Annual Update of the Master Fee Schedule

RECOMMENDATION

Staff recommends that the City Council receive this report regarding the annual update to the City's Master Fee Schedule and adopt the updated schedule with an effective date of July 1, 2025, for all new permits, use fees, and facility reservations. No formal action by the City Council is required.

BACKGROUND

The City of Clayton's Master Fee Schedule was adopted on August 15, 2023 (Resolution 49-2023.) The Master Fee Schedule includes various fees for Administrative, Police Service, Zoning and Building Permits, Special Event and Facility Use Fees. The adopted Master Fee Schedule includes a provision to update the fees annually based on the Consumer Price Index changes each April.

DISCUSSION

The adopted Master Fee Schedule includes a provision to update all the included fees on an annual basis. The updates are to be made, "based on the annual Consumer Price Index (CPI) Change for 'All Items' April to April year, San Francisco Bay Area Average CPI.

Staff referred to the Bureau of Labor Statistics report dated May 13, 2025, and identified that the Index had increased by 3.8% between April 2023 and April 2024. Subsequently, the Index increase was 1.3% from April 2024 to April 2025. The resulting cumulative increase from April 2023 to 2025 is 5.1494%.

Staff have attached a draft spreadsheet of the fees with the cumulative CPI increase. Some staff assumptions for your information:

- Staff have also rounded the draft fees to the nearest whole dollar
- Staff have utilized a cumulative CPI rate (2024 CPI is added to the 2023 rate and then the 2025 CPI is added to the 2024 CPI based fees. This results in the 5.1494% increase. Alternatively, the City could use an “additive” CPI calculation which results in a 5.1% fee increase.
- Staff have not changed deposit amounts or the salaries of staff.
- Staff are working on a solution to include the merchant fees for customers making credit card payments to eliminate the city’s subsidy of those fees as discussed at the Budget Hearing on June 3, 2025.

FISCAL IMPACT

		Final Budget	YTD (4/30/2025)	FY 2025-26 Proposed Budget without Master Fee Schedule change	FY 2025-26 Proposed Budget with Master Fee Schedule change
101-5101	Business Licenses	\$ 164,473	\$ 143,554	\$ 180,000	\$ 189,269
101-5602	Park Use Fee	\$ 36,400	\$ 58,614	\$ 60,000	\$ 63,090
101-5603	Meeting Room Fee	\$ 3,120	\$ 7,331	\$ 7,500	\$ 7,886
101-5613	Clayton Community Gymnasium	\$ 27,456	\$ 24,425	\$ 30,870	\$ 32,460
101-5103	Building Permit Remit Fees (St	\$ 78,000	\$ 75,514	\$ 80,340	\$ 84,477
101-5106	Engineering Service Fees	\$ 6,240	\$ 2,395	\$ 6,427	\$ 6,758
101-5301	Planning Permits/Fees	\$ 10,400	\$ 18,245	\$ 17,000	\$ 17,875
101-5302	Police Permits/Fees	\$ 10,400	\$ 10,752	\$ 10,930	\$ 11,493
101-5304	Planning Service Charges	\$ 10,400	\$ -	\$ 10,712	\$ 11,264
	Sub-Total	\$ 346,889	\$ 340,829	\$ 403,780	\$ 424,572
	Variance with Master Fee Increase			\$20,792	

CEQA IMPACT

Updating the Master Fee Schedule is an administrative action that is exempt from CEQA.

ATTACHMENTS

DRAFT Updated Master Fee Schedule

City of Clayton

Book of Fees

DRAFT for Consideration of Annual CPI Amendments

Fee Section	Page No.
Planning & Development Fees	1
City Engineer Fees	3
Police Services Fees	4
Facilities & Park Fees	5
Administrative Fees	8
Special Event Fees	9

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
ANNEXATION		
Annexation - This fee may include the items as illustrated below.	Actual Cost - \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
Local Agency Formation Commission	Actual Costs	Actual Costs
Legal Costs for City plus 15% administrative overhead	Actual Costs	Actual Costs
City Engineering Costs plus 15% administrative overhead	Actual Costs	Actual Costs
Pre-annexation fees (legal costs, engineering cost and other City costs)	Actual Costs	Actual Costs
GENERAL PLAN /ZONING ORDINANCE FEES		
General Plan Map or Text Amendment	Actual Cost- \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
Pre Zoning / Re Zoning	Actual Cost - \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
Zoning Ordinance Text Amendment	Actual Cost- \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
Site Plans / Development Plans		
Site Plan Review Permit - Residential	Actual Cost- \$1,000 minimum deposit	Actual Cost- \$1,000 minimum deposit
Site Plan Review Permit - Residential Amendment	Actual Cost- \$1,000 minimum deposit	Actual Cost- \$1,000 minimum deposit
Site Plan Review Permit - Non Residential	Actual Cost - \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
Site Plan Review Permit - Non Residential Amendment	Actual Cost- \$2,000 minimum deposit	Actual Cost- \$2,000 minimum deposit
Development Plan	Actual Cost- \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
Development Services Agreement - Negotiating, processing, reviewing, drafting, and finalizing development agreements including, but not limited to development, disposition, and owner participation agreement and related documents.	Actual Cost- \$5,000 minimum deposit	Actual Cost- \$5,000 minimum deposit
SUBDIVISIONS		
Tentative Subdivision Map Application	Actual Cost - \$5,000 minimum deposit	Actual Cost - \$5,000 minimum deposit
Lot Line Adjustment	Actual Cost- \$2,500 minimum deposit	Actual Cost- \$2,500 minimum deposit
Lot Merger	Actual Cost - \$2,500 minimum deposit	Actual Cost - \$2,500 minimum deposit
SUBDIVISIONS		
Tentative Parcel Map Application	Actual Cost - \$2,000 minimum deposit	Actual Cost - \$2,000 minimum deposit
ENVIRONMENTAL REVIEW		
Environmental Impact Report	Actual Cost - \$5,000 minimum deposit	Actual Cost - \$5,000 minimum deposit
Negative Declaration with Mitigations (Mitigated Neg. Dec.)	Actual Cost- \$2,500 minimum deposit	Actual Cost- \$2,500 minimum deposit
Negative Declaration without Mitigations	Actual Cost - \$2,000 minimum deposit	Actual Cost - \$2,000 minimum deposit
Mitigation Monitoring and Reporting Plan	Included with Mitigated Neg Dec/ EIR	Included with Mitigated Neg Dec/ EIR
Categorical Exemption		
County Recorder Fees https://www.contracostavote.gov/recorder/recording-fees/recorder-fee-schedule/	Actual cost	Actual cost
Staff Time based on the Citywide Fee Reimbursement Schedule	Actual cost	Actual cost
Mileage Costs (To and From) per IRS rate established (https://www.irs.gov/newsroom/irs-increases-the-standard-mileage-rate-for-business-use-in-2025-key-rate-increases-3-cents-to-70-cents-per-mile)	2025 IRS Rate: 65.5 cents per mile	2025 IRS Rate: 70 cents per mile
PERMITS		
Home Occupation Permit - Administrative Review	\$237	\$250
Home Occupation Permit - Planning Commission Review	Actual Cost - \$750 minimum deposit	Actual Cost - \$750 minimum deposit
Use Permit - Fences Administrative Review	\$293	\$309
Use Permit - Residential - Planning Commission Review	Actual Cost - \$1,000 minimum deposit	Actual Cost - \$1,000 minimum deposit

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Use Permit - Non- Residential - Planning Commission Review	Actual Costs - \$2,000 minimum deposit	Actual Costs - \$2,000 minimum deposit
Temporary Use Permit - Administrative Review	\$660	\$694
Temporary Use Permit - Planning Commission Review	Actual Cost- \$1,000 minimum deposit	Actual Cost- \$1,000 minimum deposit
Sign Permit - Administrative Review	\$90	\$95
Sign Permit - Planning Commission Review	Actual Cost- \$1,000 minimum deposit	Actual Cost- \$1,000 minimum deposit
Temporary Storage Permit	\$90	\$95
Accessory Dwelling Unit (ADU) Permit - Administrative Review	\$372	\$392
Tree Removal Permit - Administrative Review Without Notice (Minimum)	\$45	\$48
Tree Removal Non-Compliance Penalty (Admin Review Without Notice)	\$135	\$142
Tree Removal Permit - Administrative Review with Notice (per tree - minimum applies see below)	\$135	\$142
Tree Removal Non-Compliance Penalty (Notice Required)	\$259	\$273
Tree Removal Permit - Planning Commission Review	Actual Cost - \$500 minimum deposit	Actual Cost - \$500 minimum deposit
Tree Replacement In-Lieu Fee (CMC §15.70.040 F & 15.70.55) (per 24" box tree)	\$840	\$884
Building Moving Permit	Actual Cost - \$1,000 minimum deposit	Actual Cost - \$1,000 minimum deposit
Noise Permit - Administrative Review	\$383	\$403
Reasonable Accommodations Permit - Administrative Review	\$338	\$356
Reasonable Accommodations Permit - Planning Commission Review	Actual Cost- \$600 minimum deposit	Actual Cost- \$600 minimum deposit
Outdoor Seating Permit (CMC §17.24.020 -H/Standard Policy No 3)	\$112	\$118
MISCELLANEOUS		
Variance - Residential	Actual Cost - \$1,000 minimum deposit	Actual Cost - \$1,000 minimum deposit
Variance - Non Residential	Actual Cost - \$2,000 minimum deposit	Actual Cost - \$2,000 minimum deposit
Pre-application review of development of 2 hours (additional hours will be based on actual costs). Two hour Minimum : \$272 (additional hours at \$136/hour).	Actual Cost- \$2,500 minimum deposit	Actual Cost- \$2,500 minimum deposit
Community Facility District or Other Assessment District formation fees	Actual Cost- \$8,000 minimum deposit	Actual Cost- \$8,000 minimum deposit
Appeal - Administrative Decisions	\$90	\$95
Appeal-Administrative Code Enforcement Citation	Actual Cost- \$1,800 minimum deposit	Actual Cost- \$1,800 minimum deposit
Appeal - Planning Commission Decisions - Residential	\$375	\$395
Appeal - Planning Commission Decisions - Non Residential	\$753	\$792
Initial Fees- Appeals to Planning Commission Decisions - Non Residential	Actual Costs- \$1,500 minimum deposit	Actual Costs- \$1,500 minimum deposit
Time Extension Request	Actual Cost - \$500 minimum deposit	Actual Cost - \$500 minimum deposit
Contract Administration	Actual Cost - \$1,000 minimum deposit	Actual Cost - \$1,000 minimum deposit
Large Family Day Care Home Permit	Actual Cost - \$500 minimum deposit	Actual Cost - \$500 minimum deposit
Pre Application Consultation Deposit	Time - \$1,000 minimum deposit	Time - \$1,000 minimum deposit
Technology Fee: A technology fee shall be charged as an additional permit fee for structures requiring full plan review. The amount of this fee shall be 8% of the fee charged per the total valuation of the project. The fee shall be used for permit document scanning costs, expansion of the city's EGovernment and Geographical Information System (GIS) programs, along with their operating and maintenance costs	8% of total permit fees	8% of total permit fees
CONSTRUCTION AND DEMOLITION (C&D) RECYCLING PLANS		
Permit processing Fee - Single Family	\$203	\$214
Permit processing Fee - Commercial & Multifamily	\$417	\$439
Mgmt. Plan Deposit - Single Family (Minor Projects Including: re-roof, additions, remodeling, tenant improvements, etc.)	\$1,000 plus \$1/sq. ft. overs 2,000 sq. ft.	\$1,000 plus \$1.06/sq. ft. overs 2,000 sq. ft.

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Mgmt. Plan Deposit - Single Family (New Construction) per unit	\$2,000 plus \$1/sq. ft. over 2,000 sq. ft.	\$2,000 plus \$1.06/sq. ft. overs 2,000 sq. ft.
Mgmt. Plan Deposit - Commercial & Multifamily (New Construction)	\$2,000 plus \$1/sq. ft. over 2,000 sq.ft.	\$2,000 plus \$1.06/sq. ft. overs 2,000 sq. ft.
HABITAT CONSERVATION AREA COMPLIANCE		
Habitat Conservation Plan/Natural CC Plan	Time - \$1,000 minimum deposit	Time - \$1,000 minimum deposit
CITY ENGINEERING DEPARTMENT		
Bid or Plan Sets	Actual Cost	Actual Cost
Deed Restriction / Covenant Agreement Preparation (Does not include recordation extra cost. See Administrative Fees.)	\$562	\$591
SUBDIVISION		
Final Map Filing Fee (per map)	\$915	\$963
Final Map Checking Fee	Time - \$5,000 minimum deposit	Time - \$5,00 minimum deposit
Construction Plans Checking Fee	Time - \$5,000 minimum deposit	Time - \$5,000 minimum deposit
Construction Inspection Fee - Public Improvements	9% of Bond Estimates	9% of Bond Estimates
Construction Inspection Fee - Private Improvements	9% of Bond Estimates	9% of Bond Estimates
Construction Inspection Fee - Sanitary Sewer	3% of Bond Estimates	3% of Bond Estimates
PARCEL MAPS		
Final Parcel Map Filing Fee (per map)	\$182	\$192
Final Parcel Map Plan Checking Fee	Time - \$2,500 minimum deposit	Time- \$2,500 minimum deposit
Construction Plan Checking Fee	Time - \$2,500 minimum deposit	Time- \$2,500 minimum deposit
Construction Inspection Fee - Public Improvements	9% of Bond Estimates	9% of Bond Estimates
Construction Inspection Fee - Private Improvements	9% of Bond Estimates	9% of Bond Estimates
Construction Inspection Fee - Sanitary Sewer	3% of Bond Estimates	3% of Bond Estimates
MAJOR GRADING		
Grading Permit Filing Fee (per permit)	\$275	\$290
Grading Permit Plan Check	Time - \$2,500 minimum deposit	Time- \$2,500 minimum deposit
Grading Inspection	Time - \$2,500 minimum deposit	Time- \$2,500 minimum deposit
MINOR CONSTRUCTION ACTIVITY PERMITS (INCLUDING ENCROACHMENT)		
Projects that do not disturb the ground (i.e. interior remodels, roof replacement, etc.) (per permit + time - \$500 minimum deposit)	\$166	\$175
Room additions (including other projects that disturb the ground) (per permit + time - \$2,400 minimum deposit)	\$166	\$175
Minor concrete repairs or replacement (i.e. sidewalks, curb & gutter) (per permit + time - \$1,000 minimum deposit)	\$307	\$323
New driveway construction or replacement (Work may require the granting of additional street right of way requiring the preparation of grant deed and recordation. See Deed Restriction/Covenant Agreement Preparation fee above and Document Recording fee in Administrative Fees section.) (per permit + time - \$2,400 minimum deposit). The fees is based on 2.25 hours of services being provided. The City will charge actual costs for any time outside the base time allocated in this fee item.	\$302	\$318
Pool installation or total removal of existing pool (requires inspection and testing by applicant's third party soils engineer) (per permit + time - \$2,400 minimum deposit) The fees is based on 2.25 hours of services being provided. The City will charge actual costs for any time outside the base time allocated in this fee item.	\$307	\$323
Partial removal of existing pool (Work requires a grading permit and the preparation and recording of a restricted use covenant. See Deed Restriction/Covenant Agreement Preparation fee above and Document Recording fee in Administrative Fees section.) (per permit + time - \$2,400 minimum deposit) The fees is based on 2.25 hours of services being provided. The City will charge actual costs for any time outside the base time allocated in this fee item.	\$307	\$323
Wireless Installation Encroachment Permit	Time - \$2,500 minimum deposit	Time- \$2,500 minimum deposit
Transportation Permit Fee (single trip)- State of California Fixed Fee	\$16	\$17
Transportation Permit Fee (annual) State of California Fixed Fee	\$90	\$95
MAJOR CONSTRUCTION ACTIVITY PERMITS		
Major Construction Activity Permit (per permit)	\$104	\$110
Major Plan Check	Time- \$2,500 minimum deposit	Time- \$2,500 minimum deposit

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Major Inspection	Time- \$2,500 minimum deposit	Time- \$2,500 minimum deposit
Cash Bond Major Encroachments (may be surety if more than \$10,000)		
Cash Bond Major Encroachments (may be surety if more than \$10,000)- Administrative Fee	\$124.00 plus Actual Costs	\$131.00 plus Actual Costs
POST CONSTRUCTION STORMWATER COMPLIANCE		
Post construction Annual Verification Inspection - Individual Single Family Lot Non-HOA (per lot)	\$304	\$320
Post construction Annual Verification Inspection - Single Family HOA (per HOA - first 10 lots)	\$394	\$415
Post construction Annual Verification Inspection - Single Family HOA (per HOA - additional lots >10)	\$90	\$95
Post construction Annual Verification Inspection - Commercial (per acre - min. 1 acre)	\$394	\$415
Documentation Compliance Review Fee - Individual Single Family (per lot)	\$394	\$415
DOCUMENTATION COMPLIANCE REVIEW FEES- HOA (PER HOA)		
- First 10 lots	\$394	\$415
- Each additional lot after 10th	\$90	\$95
Documentation Compliance Review Fee - Commercial (per acre - min. 1 acre)	\$394	\$415
Annual State Reporting preparation/filing Fee - Individual Single Family Lot (per lot)	\$124	\$131
Annual State Reporting preparation/filing Fee - Single Family HOA (per HOA)	\$205	\$216
Annual State Reporting preparation/filing Fee - Commercial (per acre - min. 1 acre)	\$205	\$216
SPECIAL SERVICE FEES		
Inspection Outside Normal Business Hours: 1.5 times rate of Inspector	Actual Costs	Actual Costs
Permit Research Letter: Building Official 1/2 hour time	Actual Costs	Actual Costs
Issuance of Temporary Certificate of Occupancy, first extension of 30 days	\$350	\$369
Issuance of Duplicate Certificate of Occupancy	\$50	\$53
Reinspection when work for which inspection has been called and is not ready: Building Official approved hourly rate. Minimum 1 hour	\$136	\$144
Contract services: The City hires a number of consultant to support the City's Community Development functions. Some of the contract services are the City Engineer and Legal support. The City will pass-through the costs of any consultant that is hired to support any of the Community Development functions with the actual costs plus the administrative overhead of 15% to support the management and oversight of the contractors.	Actual Costs + Administrative Service Fee of 15%	Actual Costs + Administrative Service Fee of 15%
PUBLIC WORKS SERVICE FEES		
Labor Rates - Actual Reimbursement Rate as published in the Citywide Reimbursement Schedule	Actual Costs	Actual Costs
Equipment Rates: 2 hour minimum, unless noted otherwise. Rates established per the California Department of Transportation. https://dot.ca.gov/programs/construction	Actual Costs	Actual Costs
POLICE SERVICE FEES		
Residential Alarm System Registration Fee (per residential unit)	\$38.00	\$40.00
Commercial Alarm System Registration Fee (per commercial occupancy)	\$78.00	\$83.00
Vehicle Release (per vehicle - cash, credit, debit only)	\$194.00	\$204.00
Police Reports (per report)	\$37.00	\$39.00
VIN Verification (per vehicle)	\$52.00	\$55.00
Clearance Letters (Notary fee extra. See Administrative Fees section) (per letter)	\$38.00	\$40.00
Police Enforcement on Party Ordinance (CMC §6.19.040)	Time - Maximum \$500	Time - Maximum \$500
Police Enforcement of DUI Involving Accident (CA Vehicle Code §53150-53158)	Time - Maximum \$12,000	Time - Maximum \$12,000
City Alcohol Beverage Permit	\$73.00	\$77.00
Booking Fees - Fees set by County or pursuant to Agreement with the City of Concord	Eliminate (Not allowed per law)	Eliminate (Not allowed per law)
False Alarm Fee (Fixed per City Ordinance 9.18.060(a)(b))	\$50.00	\$53.00

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Tobacco Sales Permit (City Ordinance 8.16.130)	\$107.00	\$113.00
Tobacco Sales Permit Fee Renewal (City Ordinance 8.16.130)	\$52.00	\$55.00
Taxicab Permit Fee (City Ordinance 5.36.050) (per taxicab)	\$364.00	\$383.00
Taxicab Permit Fee - Renewal (City Ordinance 5.36.190) (per taxicab)	\$135.00	\$142.00
Subpoena Duces Tecum (Per CA Evidence Code 1563)	\$24/hr, \$6/qtr hr.	\$25.24/hr, \$6.31/qtr hr.
Repossession Filing Fee (Fixed per CA Gov Code Sec 41612)	\$15.00	\$16.00
Witness Fees per California Gov. Code §68096.1 if City Employee subpoenaed (per employee subpoena per day + IRS reimbursement min. rate per CA Gov. Code)	\$275.00	\$290.00
Administrative Fee for Failure to Display Disabled Placards per vehicle code §40226 (per violation)	\$33.00	\$35.00
Firearms Seizure and Processing Fee (per violation)	\$151.00	\$159.00
RV Public parking Permit Fee - Bona fide guest of Clayton Resident (per permit)	\$38.00	\$40.00
RV Public Parking Permit Fee - Clayton Resident	No charge	No charge
Solicitation Permit (Not including live scan. Applicant pays for Live scan directly to Live scan entity) (per permit)	\$99.00	\$105.00
Citation Sign off for correctable offenses - Non Resident (per citation)	\$32	\$34
Citation Sign off for correctable offenses - Resident	No charge	No charge
Late Fee- Parking Violations (per citation)	\$52	\$55
California Vehicle Code: (Actual Fine + \$15 Add-	California Vehicle Code: (Actual Fine + \$15 Add-	California Vehicle Code: (Actual Fine + \$16 Add-
V.C. Section 4000A Expired Registration	\$54.00	\$57.00
V.C. Section 5204a Wrong Registration Displayed	\$54.00	\$57.00
FACILITIES AND PARKS RENTAL		
Library Meeting Room - Hoyer Hall		
Non-profit (Non-Clayton Based) (per hour)	\$73.00	\$77.00
Non-profit (Clayton Based) (per hour)	\$39.00	\$42.00
Resident (per hour)	\$89.00	\$94.00
Non resident or Commercial (per hour)	\$112.00	\$118.00
Deposit (for all) - clean up/damage - refundable (per rental)	\$300.00	\$316.00
Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$61.00	\$65.00
Reservation rental date change (less than 7 calendar days prior to use date)	\$80.00	\$85.00
Rental Cancellation Fee (30 or more days prior to event)	\$39.00	\$42.00
Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$42 processing fee	50% refund and \$45 processing fee
Rental Cancellation Fee (14 days or less)	No refund	No refund
Endeavor Hall Meeting Room		
Non-profits (Non-Clayton-based Weekdays) (per hour Sun 5pm - Fri 5pm)	\$76.00	\$80.00
Non-profits (Clayton-based Weekdays) (per hour Sun 5pm - Fri 5pm)		
Gross annual revenue ≤ \$10,000 (up to 3 days/year)	\$0.00	
Gross annual revenue > \$10,000 or Gross annual revenue ≤ \$10,000 (more than 3 days per year)	\$16.00	\$17.00
Clayton-based non-profit only (maximum daily weekday rental)	\$190.00	\$200.00
Non-profits (Non-Clayton-based Weekends) (per hour Fri 5pm - Sun 5pm)	\$285.00	\$300.00
Non-profits (Clayton-based Weekends) (per hour Fri 5pm - Sun 5pm)		
Gross annual revenue ≤ \$10,000 (up to 3 days/year)	\$0.00	
Gross annual revenue > \$10,000 or Gross annual revenue ≤ \$10,000 (more than 3 days per year)	\$57.00	\$60.00
Resident - Weekdays (per hour Sun 5pm - Fri 5pm)	\$190.00	\$200.00
Non-resident or Commercial - Weekdays (per hour Sun 5pm - Fri 5pm)	\$229.00	\$241.00
Resident - Weekends (per hour Fri 5pm - Sun 5pm)	\$285.00	\$300.00
Non-resident or Commercial - Weekends (per hour Fri 5pm - Sun 5pm)	\$344.00	\$362.00
Deposit (all) - no alcohol (clean up/damage per reservation)	\$500.00	\$526.00
Deposit (all) - with alcohol (clean up/damage per reservation)	\$1,000.00	\$1,052.00

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Reservation rental time change (same date) (less than 30 days prior to the event)	\$65.00	\$69.00
Reservation rental date change (less than 90 days prior to event)	\$85.00	\$90.00
Rental Cancellation Fee (181 or more days prior to event)	95% reservation fees refund and \$42 processing fee	95% reservation fees refund and \$45 processing fee
Rental Cancellation Fee (91 - 180 days prior to event)	75% reservation fees refund and \$42 processing fee	75% reservation fees refund and \$45 processing fee
Rental Cancellation Fee (61 - 90 days prior to event)	50% reservation fees refund and \$42 processing fee	50% reservation fees refund and \$45 processing fee
Rental Cancellation Fee (31 - 60 days prior to event)	25% reservation fees refund and \$42 processing fee	25% reservation fees refund and \$45 processing fee
Rental Cancellation Fee (30 days or less prior to event)	No refund	No refund
City Hall Courtyard		
Non-profit (Clayton-based or non-Clayton-based non profits) (per hour)	\$110.00	\$116.00
Resident (per hour)	\$134.00	\$141.00
Non-resident or Commercial (per hour)	\$168.00	\$177.00
Deposit (clean up/damage per reservation)	\$150.00	\$158.00
Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$92.00	\$97.00
Reservation rental date change (less than 7 calendar days prior to use date)	\$120.00	\$127.00
Rental Cancellation Fee (30 or more days prior to event)	\$58.00	\$61.00
Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$42 processing fee	50% refund and \$45 processing fee
Rental Cancellation Fee (14 days or less)	No refund	No refund
FACILITIES AND PARKS RENTAL		
PICNIC AREA		
Deposit (all) - no alcohol (clean up/damage per reservation)	\$500	\$526
Deposit (all) - with alcohol (clean up/damage per reservation)	\$1,000	\$1,052
Extra Trash Pick Up and Maintenance Fee	Actual Costs	Actual Costs
Picnic Area #2 - Resident (flat fee for 4 hours block)	\$134	\$141
Picnic Area #2 - Non Resident or Commercial (flat fee for 4 hour block)	\$189	\$199
Picnic Area #3 - Resident (flat fee for 4 hours block)	\$134	\$141
Picnic Area #3 - Non Resident or Commercial (flat fee for 4 hour block)	\$189	\$199
Picnic Area #4 - Resident (flat fee for 4 hour block)	\$134	\$141
Picnic Area #4 - Non Resident or Commercial (flat fee for 4 hour block)	\$189	\$199
- 1st 2 tables - flat fee for 4 hours block (per table)	\$67	\$71
- Each additional table - flat fee for 4 hour block (per table)	\$34	\$36
Picnic Area #6 Resident (Large Group Area) (per day)	\$569	\$599
Picnic Area #6 Resident (Large Group Area) (flat fee for 4 hours block)	\$201	\$212
Picnic Area #6 Non Resident or Commercial (Large Group Area) (per day)	\$683	\$719
Picnic Area #6 Non Resident or Commercial (Large Group Area) (flat fee for 4 hours block)	\$242	\$255
Picnic Area #5 & #6 Combined - Resident (per day)	\$635	\$668
Picnic Area #5 & #6 Combined - Resident (flat fee for 4 hours block)	\$201	\$212
Picnic Area #5 & #6 Combined - Non Resident or Commercial (per day)	\$898	\$945
Picnic Area #5 & #6 Combined - Non Resident or Commercial (flat fee for 4 hours block)	\$291	\$306
Picnic Area #7 - Resident (flat fee for 4 hour block)	\$268	\$282
Picnic Area #7 - Non Resident or Commercial (flat fee for 4 hour block)	\$322	\$339
Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$230	\$242
Reservation rental date change (less than 7 calendar days prior to use date)	\$179	\$189
Rental Cancellation Fee (30 or more days prior to event)	\$145	\$153

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$42 processing fee	50% refund and \$45 processing fee
Rental Cancellation Fee (14 days or less)	No refund	No refund
Rain out	Reschedule to alt.	Reschedule to alt.
Sports Fees		
Adult Sports Field Rental (per hour per field)	\$50	\$53
Youth Sports Field Rental (per hour per field)	\$28	\$30
Field Rental Change of Time, Same Date (less than 7 calendar days prior to use date)	\$57	\$60
Field Rental Change of Date (less than 7 calendar days prior to use date)	\$75	\$79
Field Rental Cancellation	No refund less than 14 days prior to use	No refund less than 14 days prior to use
Rain out	Reschedule to alt. date at no additional cost (no refund)	Reschedule to alt. date at no additional cost (no refund)
Grove Park and Related Facilities		
Entire Facility Security Deposits	\$1,800	\$1,893
Entire Facility Security Deposits	Events closing street (i.e.: either Main or Center etc.) \$2,200	Events closing street (i.e.: either Main or Center etc.) \$2,000
Gazebo only Rental Security Deposit	\$271	\$285
Amplified Sound Equipment Use Fee (Noise Permit also required) (per hour) - damage/security deposit if using City sound equip	\$1,000	\$1,052
Amplified Sound Equipment Use Fee (Noise Permit also required) (per hour)	\$42	\$45
City provided Sound Equipment Tech if needed for use of City equip	Actual Costs	Actual Costs
Reservation rental time change (same date) (less than 7 calendar days prior to use date)	\$66	\$70
Reservation rental date change (less than 7 calendar days prior to use date)	\$87	\$92
Rental Cancellation Fee (30 or more days prior to event)	\$42	\$45
Rental Cancellation Fee (15-29 days prior to event)	50% refund and \$42 processing fee	50% refund and \$45 processing fee
Rental Cancellation Fee (14 days or less)	No refund	No refund
Rain out	Reschedule to alt. date at no additional cost (no refund)	Reschedule to alt. date at no additional cost (no refund)
ENTIRE GROVE PARK FACILITY		
Rental Entire Facility - Resident -- Weekends (per hour)	\$302	\$318
Rental Entire Facility - Resident -- Weekends (per day)	\$1,982	\$2,085
Rental Entire Facility - Non-profit (verification req'd) -- Weekends (per hour)	\$302	\$318
Rental Entire Facility - Non-profit (verification req'd) -- Weekends (per day)	\$1,982	\$2,085
Rental Entire Facility - Non-resident or Commercial - Weekends (per hour)	\$363	\$382
Rental Entire Facility - Non-resident or Commercial Weekends (per day)	\$2,379	\$2,502
Rental Entire Facility - Resident -- Weekdays (per hour)	\$201	\$212
Rental Entire Facility - Resident -- Weekdays (per day)	\$1,321	\$1,390
Rental Entire Facility - Non-profit (verification req'd) -- Weekdays (per hour)	\$201	\$212
Rental Entire Facility - Non-profit (verification req'd) -- Weekdays (per day)	\$1,321	\$1,390
Rental Entire Facility - Non-resident or Commercial	\$242	\$255
Rental Entire Facility - Non-resident or Commercial -- Weekdays (per day)	\$1,586	\$1,668
GAZEBO ONLY		
Rental Gazebo only -Resident - Weekends (per hour)	\$185	\$195
Rental Gazebo only -Resident - Weekends (per day)	\$777	\$818
Rental Gazebo only -Non-profit (verification req'd) - Weekends (per hour)	\$185	\$195
Rental Gazebo only -Non-profit (verification req'd) - Weekends (per day)	\$777	\$818
Rental Gazebo only - Non-resident or Commercial Weekends (per hour)	\$222	\$234
Rental Gazebo only - Non-resident or Commercial - Weekends (per day)	\$932	\$980

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Rental Gazebo only -Resident - Weekdays (per hour)	\$123	\$130
Rental Gazebo only -Resident - Weekdays (per day)	\$518	\$545
Rental Gazebo only -Non-profit (verification req'd) - Weekdays (per hour)	\$123	\$130
Rental Gazebo only -Non-profit (verification req'd) - Weekdays (per day)	\$518	\$545
Rental Gazebo only - Non-resident Weekdays (per hour)	\$147	\$155
Rental Gazebo only - Non-resident or Commercial- Weekdays (per day)	\$622	\$655
GROUP PICNIC AREA (NEAR TOT LOT)		
Group Picnic Area - Resident - Weekends(flat fee for 4 hour block)	\$143	\$151
Group Picnic Area - Resident - Weekends (per day)		
Group Picnic Area - Non-profit (verification req'd) - Weekends (flat fee for 4 hours block)	\$143	\$151
Group Picnic Area - Non-profit (verification req'd) - Weekends (per day)	\$497	\$523
Group Picnic Area - Non-resident or Commercial - Weekends (flat fee for 4 hours block)	\$172	\$181
Group Picnic Area - Non-resident or Commercial - Weekends (per day)	\$597	\$628
Group Picnic Area - Resident - Weekdays (flat fee for 4 hours block)	\$95	\$100
Group Picnic Area - Resident - Weekdays (per day)	\$331	\$349
Group Picnic Area - Non-profit (verification req'd) - Weekdays (flat fee for 4 hours block)	\$95	\$100
Group Picnic Area - Non-profit (verification req'd) - Weekdays (per day)	\$331	\$349
Group Picnic Area - Non-resident or Commercial - Weekdays(flat fee for 4 hours block)	\$95	\$100
Group Picnic Area - Non-profit (verification req'd) - Weekdays (per day)	\$331	\$349
Group Picnic Area - Non-resident or Commercial - Weekdays (flat fee for 4 hours block)	\$114	\$120
Group Picnic Area - Non-resident or Commercial - Weekdays (per day)	\$397	\$418
PLAZA PICNIC AREA (PER TABLE)		
Plaza Picnic Area - Resident - Weekends (flat fee for 4 hours block)	\$143	\$151
Plaza Picnic Area - Resident - Weekends (per day)	\$497	\$523
Plaza Picnic Area - Non-profit (verification req'd) - Weekends(flat fee for 4 hours block)	\$143	\$151
Plaza Picnic Area - Non-profit (verification req'd) - Weekends (per day)	\$497	\$523
Plaza Picnic Area - Non-resident or Commercial - Weekends (flat fee for 4 hours block)	\$172	\$181
Plaza Picnic Area - Non-resident - or Commercial - Weekends (per day)	\$597	\$628
Plaza Picnic Area - Resident - Weekdays (flat fee for 4 hours block)	\$95	\$100
Plaza Picnic Area - Resident - Weekdays (per day)	\$331	\$349
Plaza Area - Non Profit (verification req'd) - Weekdays (flat fee for 4 hours block)	\$95	\$100
Plaza Picnic Area - Non-profit (verification req'd) - Weekdays (per day)	\$331	\$349
Plaza Picnic Area - Non-resident or Commercial - Weekdays (flat fee for 4 hours block)	\$114	\$120
Plaza Picnic Area - Non-resident or Commercial - Weekdays (per day)	\$397	\$418
Fountain operation with geysers (per 48 hour block)	\$513	\$540
Special Event Liability Insurance Administrative Fee (per certificate)	\$56	\$59
OTHER SPECIAL SERVICES		
Trash Disposal Fee (if needed)	\$200	\$211
Facility Attendant Fee : Maintenance Worker I or II and Other City Staff	Actual Costs	Actual Costs
ADMINISTRATIVE FEES		
Document Copying (10 pages or less)	Eliminate	Eliminate
Document Copying- Charges of less than \$1.00 will be waived		

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Document Copying (per page > 10 pages)	Eliminate	Eliminate
8½"x11" and 8½"x14" per page 11"x17" per page	\$0.20	\$0.22
C size drawing (18"x24")	\$0.25	\$0.27
D size drawing (24"x36")	\$2.10	\$2.21
E size drawing (36"x48")	\$4.20	\$4.42
Any size not listed – per square foot of paper or any fraction thereof	\$8.40	\$8.84
Document Recording [with County Clerk Recorders Office] (Actual recording fee costs plus staff time & mileage) (per document)		
Country Recorder Fees https://www.contracostavote.gov/recorder/recording-fees/recorder-fee-schedule/	Actual costs	Actual costs
Staff Time based on the Citywide Fee Reimbursement Schedule	Actual costs	Actual costs
Mileage Costs (To and From) per IRS rate established (https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2023-business-use-increases-3-cents-per-mile)	2023 IRS Rate: 65.5 cents per mile	2025 IRS Rate: 70 cents per mile
Trail Maps (Fixed - per map)	\$2.00	\$2.11
Video/Audio Recording(s) of City Council or Planning Commission Meetings (placed on CD, DVD, flash drive, etc. as applicable)	Actual Costs	Actual Costs
Printed documents (i.e. general plan, budget, zoning ord., etc.)	Actual Costs	Actual Costs
Video Recordings of Meetings	Actual Costs	Actual Costs
FPPC Document Copying (per page - State law) (per page)	\$0.10	\$0.11
Notary Public Fee (per document - State law) (per document)	\$15.00	\$16.00
Business License Initial Registration Fee - New Business	\$70.00	\$74.00
Duplicate Business License Fee (CMC \$5.04.790)	\$13.00	\$14.00
First Returned Check Service Charge - Fixed		
Returned Check Service Charge - Actual Cost from the City's Financial Institution	\$35	\$37
Administrative Fee (Staff) - Charge to returned checks to collect payment again	\$28	\$30
Subsequent Returned Check Service Charge - Fixed	Eliminate	Eliminate
Late Payment Charges for Administrative Fines of original fine for every 30 days or portion thereof. The Late Payment Charge shall not exceed 100 percent (100%) of the original fine.	10%	10%
Release of Claim of Lien (in addition to fee imposed by the County)	County Recorder Fees plus \$28 City Fees	County Recorder Fees plus \$30 City Fees
ADMINISTRATIVE FEES		
Credit Card Convenience Fees: The credit card convenience fee shall be 3% of the transaction amount. This fee shall be applied to all credit card transactions and fee schedules where credit cards may be used except payment of utility charges or Parks and Recreation activity fees. There is no fee to pay by e-check or debit card	3%	3%
Administrative penalty for City issued permits after the fact (encroachment permit; tree removal permit, etc.)	Double the original permit fee	Double the original permit fee
Code Enforcement non-compliance re-inspection after the first inspection (in addition to any citation fines) (per inspection)	\$ 21.00	\$ 23.00
SPECIAL EVENT FEES		
Preapplication Meeting with the City Staff	Required	Required
Special Event Permit/Application Process (non refundable) - events closing streets (Main or Center etc.) + other permit fees:TUP/NP	\$359	\$378
Special Event Permit Fees	\$144	\$152
Small events- (0-99 participants) Cul-De-Sac Block Parties		
Application Fees (non-refundable)	\$42	\$45
Small events permit fees - (0-99 participants)	\$250	\$263
Special Event Fees		
Application Fees (non-refundable)	\$42	\$45
Special Event Notification (included in the Application Fees)	Included above	Included above
City Staff Reimbursement Fees- Based on the Citywide Reimbursement Fee Schedule	Actual Costs	Actual Costs
Minimum Deposit (Required)	\$1,000	\$1,000
Special Event Fees per day and paid in advance		
Event (100-499 participants) -	\$700	\$737
Event (500-999 participants) -	\$1,300	\$1,367
Event (1000-2499 participants) -	\$3,500	\$3,681

CITY OF CLAYTON- BOOK OF FEES		
PLANNING AND DEVELOPMENT FEES	Current	Proposed
Event (3000-4999 participants) -	\$6,000	\$6,309
Event (5,000 + participants)	\$10,000	\$10,515
Extra Trash Fee	Actual Costs	Actual Costs
Special Event Fees per day and paid in advance - Clayton Based Nonprofit		
Event (100-499 participants) -	490	516
Event (500-999 participants) -	910	957
Event (1000-2499 participants) -	2,450	2,577
Event (3000-4999 participants) -	4,200	4,417
Event (5,000 + participants)	7,000	7,361
Extra Trash Fee	Actual Costs	Actual Costs
Special Event Fees per day and paid in advance - Non Clayton Based Nonprofit		
Event (100-499 participants) -	595	626
Event (500-999 participants) -	1,105	1,162
Event (1000-2499 participants) -	2,975	3,129
Event (3000-4999 participants) -	5,100	5,363
Event (5,000 + participants)	8,500	8,938
SPECIAL EVENT FEES		
Extra Trash Fee	Actual Costs	Actual Costs



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: July 15, 2025

**SUBJECT: Approval of a Maintenance Service Agreement with Bel Air Mechanical, Inc.,
to Provide Quarterly Heating Ventilation and Air Conditioning Services for
City Owned Properties**

RECOMMENDATION

Authorize the City Manager to execute a one-year contract with Bel Air Mechanical for a not to exceed amount of \$30,000 beginning July 16, 2025. The contract is renewable for up to two additional one-year terms with mutual agreement.

BACKGROUND

See Staff Report

DISCUSSION

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FISCAL IMPACTS

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CEQA

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ATTACHMENTS

[Staff Report - HVAC Contract 07 15 2025.pdf](#)

[Clayton - Bel Air Mechanical Maintenance Services Agreement \(2025\)-final.pdf](#)



STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Approval of a Maintenance Service Agreement with Bel Air Mechanical, Inc., to Provide Quarterly Heating Ventilation and Air Conditioning Services for City Owned Properties

RECOMMENDATION

Approve a Maintenance Services Agreement with Bel Air Mechanical, Inc. (Bel Air), to provide quarterly heating ventilation and air conditioning (HVAC) services including the servicing and inspection of all HVAC systems in City Hall, the City Library/Hoyer Hall, Endeavor Hall and the Maintenance Shop for a one-year term effective July 16, 2025, with two one-year extensions and an amount not to exceed \$30,000 per year.

BACKGROUND

In May 2025, the City of Clayton initiated a formal solicitation for services by releasing a public request for proposals (RFP) through the Public Purchase portal, the City's standard platform for managing competitive bid processes. This procurement effort followed established protocols for transparency and accessibility to ensure fair competition among qualified vendors.

As part of the procurement process, a mandatory pre-bid walkthrough was conducted on May 8, 2025. This on-site meeting allowed prospective bidders to inspect the equipment and facilities requiring service and gain a clearer understanding of the project scope. Approximately ten vendors participated in the walkthrough, during which they were given the opportunity to observe site conditions firsthand and ask questions.

Following the walkthrough, five clarifying questions were submitted by potential vendors. City staff provided timely and consistent responses to these inquiries, ensuring that all participants had equal access to the same information in preparation for their proposals.

The submission deadline for proposals was set for May 16, 2025. By the deadline, the City had received a total of ten complete proposals. City staff undertook a comprehensive review and evaluation of all submissions, assessing each based on responsiveness, understanding of project requirements, proposed methodology, qualifications, and pricing.

Upon completion of the evaluation, Bel Air Mechanical was identified as having submitted the most responsive and qualified proposal, demonstrating a clear understanding of the City's needs, a competitive approach, and strong technical expertise.

DISCUSSION

Currently, the City does not have an active contract with an HVAC service provider. This absence of a formal agreement poses operational challenges and risks, particularly given the critical nature and high replacement cost of HVAC systems in City facilities.

The City recognizes the importance of proactive and preventive maintenance for these complex and costly systems. Investing in routine maintenance not only extends the life of the equipment but also minimizes the likelihood of sudden failures that could disrupt essential services. Preventative care is a fiscally responsible approach that helps avoid the significantly higher expenses associated with emergency repairs or complete system replacements.

Without a dedicated vendor, staff is often forced to act reactively in the event of system malfunctions, leaving staff scrambling to locate an available technician on short notice. This reactive approach increases downtime, can lead to higher service costs, and compromises the quality of air and comfort in municipal buildings.

To address these concerns, staff recommends entering into an ongoing maintenance agreement with Bel Air Mechanical. Establishing a contractual relationship with a reliable HVAC service provider will ensure consistent system upkeep, improve air quality, and maintain comfortable working conditions across all City facilities. Moreover, having a designated contractor in place will allow the City to respond quickly and efficiently to any unforeseen HVAC issues, thereby supporting continuity of operations and employee well-being.

FISCAL IMPACT

Staff recommends setting the not-to-exceed amount of the contract at \$30,000 per fiscal year as agreed to in the contract. This amount is budgeted in the FY 2025-26 General Fund budget (101-7346-XX).

CEQA IMPACT

Approval of this agreement for contract code enforcement staffing is not a project within the meaning of section 15378 of State CEQA Guidelines (California Code of Regulations section 15000 *et seq.*), and therefore, the California Environmental Quality Act (CEQA, Public Resources Code section 21000 *et seq.*) does not apply.

ATTACHMENTS

1. Maintenance Service Agreement

CITY OF CLAYTON
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this Fifteenth day of July 2025 by and between the City of Clayton, a municipal corporation organized under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, CA 94517 ("City") and Bel Air Mechanical, Inc., a corporation, with its principal place of business at 4100 Alhambra Ave. 2680, Martinez, CA 94553 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair 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. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2025 to July 15, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet

any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and 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 of Services under this Agreement 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, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Public Works Director/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Bruce Campbell, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, 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 Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services 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 Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 Project or the Services, 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 Services. If the 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 Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' 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 Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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.

3.2.10.6 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 specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. 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.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor 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 this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. 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.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the Agreement by the 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 Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) 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 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, 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; (4) *Privacy/Network Security (Cyber)*, in a form and with insurance companies acceptable to City. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits of no less than: (1) *General Liability*: \$2,000,000 minimum; and \$4,000,000 aggregate. per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 minimum 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 minimum; per accident for bodily injury or disease; (4) *Cyber Liability*: \$1,000,000 per occurrence; for privacy breaches, system breaches, denial/loss of service, and introduction, implantation or spread of malicious software code. Defense costs shall be paid in addition to the limits.

(C) Notices: Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Clayton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) 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 directors, officials, officers, employees, agents, and volunteers. 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, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. 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 directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 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 directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement 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 provided by the City if requested. 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.

3.2.11.9 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 Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the 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: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 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 affected bond within 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 Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. 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.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Site.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services 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 Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services 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 (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) 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 Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services 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 Services 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 reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the 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.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Twenty thousand Dollars (\$20,000) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement 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.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 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 certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, 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 officials, officers, employees and agents free and harmless from any claims, liabilities, costs,

penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Bel Air Mechanical, Inc.
Bruce Campbell, President
4100 Alhambra Ave. #2680
Martinez, CA 94533

City:

City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: Dennis Bozanich, Management Analyst

With Copy To:
City of Clayton
6000 Heritage Trail
Clayton, CA 94517
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers 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, regardless of whether the allegations are false, fraudulent, or groundless, 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 expert witness fees, attorneys' 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 which is caused by 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.

3.5.2.2 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 indemnification section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment,

award or decree that may be rendered against City or its officials, employees, agents and volunteers 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, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. 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. Contractor further agrees to file, or shall 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 Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

3.5.19 Fleet Compliance.

3.5.19.1 To the extent applicable, Contractor, shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). A Fleet Compliance Certification form is attached hereto to this Agreement as Exhibit "D" and incorporated herein by this reference.

3.5.19.2 Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.5.19.3 Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.5.20 Federal Provisions When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "E" attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND BEL AIR MECHANICAL, INC.**

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

CITY OF CLAYTON

BEL AIR MECHANICAL, INC.

APPROVED BY:

By: _____

KRIS LOFTHUS,
City Manager

Its:
President _____

Printed Name: Bruce Campbell

ATTESTED BY:

By: _____

Its: _____

City Clerk

Printed Name: _____

844161
Contractor's License Number

1000005475
DIR Registration Number

EXHIBIT A

SCOPE OF SERVICES

Service of air conditioning* equipment includes inspecting the following:

Electrical panels, motors and wiring for any obvious signs of trouble; tighten connections annually

- Operation of systems, fan motors, blower wheels, compressors, economizers
- Supply air temperatures
- Refrigerant levels
- Check belts and sheaves – (Belt or sheave replacement is additional)
- Lubricate accessible bearings
- Replace air filters two times annually (unless otherwise stated)
- Annually inspect and clean evaporator pans and condensate drains
- Check condenser coils and evaporator coils for debris, clean annually
- Report findings

Service of boilers (and gas furnaces) includes inspecting the following: Electrical panels, motors and wiring for any obvious signs of trouble; tighten

- Check for gas leaks
- Check boiler ignition cycle
- Clean burners annually
- Check boiler safety
- Check boiler operation and temperatures
- Check pump operation
- Check for water leaks
- Check flue condition
- Check expansion tanks
- Check water treatment, add chemicals when necessary

Service of chillers includes inspecting the following: Electrical panels, motors and wiring for any obvious signs of trouble; tighten

- Operation of systems, fan motors, compressors, economizers
- Supply air temperatures
- Refrigerant levels
- Check chiller safety
- Check pump operation
- Check for water leaks
- Check expansion tanks
- Check water treatment, add chemicals when necessary

*Air conditioning units, including package units, heat pumps, condensing units, fan coils and air handlers

EXHIBIT C
COMPENSATION

	<u>QTR.</u>	<u>TOTAL</u>
1. CITY HALL: Preventative maintenance services:	\$898.00	\$3592.00
2. CORP. YARD: Preventative maintenance services:	\$325.00	\$1300.00
3. LIBRARY/HOYER HALL: Preventative maintenance services:	\$1592.00	\$6368.00
4. ENDEAVOR HALL: Preventative maintenance services:	\$470.00	\$1880.00
5. Regular time hourly rates for repair or maintenance:	\$194.00	
6. Emergency after-hour rate:	\$291.00	
7. Standard material mark-up:	25%	

No Performance Bond Required

EXHIBIT D

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☒ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 15, 2025

SUBJECT: Unsung Hero - Debby Bruno

BACKGROUND

None

FISCAL IMPACTS

None

ATTACHMENTS

[Unsung Hero - Debby Bruno.pdf](#)

Unsung Hero – June 2025 – Debby Bruno

Awarded at July 15, 2025 City Council Meeting

Debby is a fourth-generation resident of this area. Her great-grandfather and grandfather were both born in the mining town of Nortonville. Growing up in Brentwood, her family often visited the Pioneer Inn in Clayton for dinners and special occasions.

When she was 18, she frequently went to Skipolini's, where she first met Ed Moresi, who was the manager at the time. She said she has always loved the City of Clayton and eventually she and her significant other moved to Clayton in 2007.

In 2014, she became a member of CBCA and since that time, has Co-Chaired the Art & Wine Festival in 2015, Chaired it in 2016, and has been a committee member since 2018. She's also volunteered at the CBCA Oktoberfest throughout the years. Working in the event industry, specializing in golf tournaments and other sporting events, she also assisted Jim Diaz with the CBCA golf tournament at Oakhurst during its last few years.

When she joined CBCA, Gloria Utley was the Christmas chair, so she volunteered to chair the downtown decorations under her and assisted with "Dessert with Mrs. Claus." In 2018, she took over as Holiday Chair for all three events: downtown decorating, "Dessert with Mrs. Claus," and the holiday tree lighting, which is now known as "Holidays in The Grove."

"Unfortunately, during COVID, we were only able to put up decorations. After COVID, we decided not to resume "Dessert with Mrs. Claus" as we outgrew the space, and it became challenging to secure volunteers for so many events within weeks of each other during the busy holiday season. It was my favorite event during the holidays, and I truly miss it."

She started volunteering for the 4th of July parade in 2016, initially helping with the parade lineup and later decorating the stage. She has been helping with decorations and other duties to this day.

Additionally, she volunteered for the reopening/dedication ceremony of Fire Station 11 in Clayton and has helped collect donations at some of the Concerts in the Grove in previous years.

Debby, your dedication to making our community a better, and certainly a more fun place to live, has not gone unnoticed and we thank you for all that you have done and continue to do, to make our City so special!



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Presentation - Contra Costa County Animal Services Department

RECOMMENDATION

Receive the presentation

BACKGROUND

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DISCUSSION

//

FISCAL IMPACTS

//

CEQA

This presentation is not a "project" under CEQA.

ATTACHMENTS

[2025 Clayton City Council Presentation Final.pdf](#)

CONTRA COSTA ANIMAL SERVICES

1



ANIMAL
SERVICES
CONTRA COSTA COUNTY

Animal Services Update

Clayton City Council

July 15, 2025

Ben Winkleblack
Animal Services Director

Department Summary



Field Services

Provides enforcement and community services to support administrative hearings for dangerous animals and noise violations



Shelter Operations & Medical Services

Provides basic daily care and necessary medical care to animals
Public low-cost and targeted spay and neuter services for owned animals and unowned cats through a no-cost Trap-Neuter-Return (TNR) program
Public low-cost vaccination clinic



Administration

Provides administrative oversight of departmental functions and other support such as customer services and dispatch



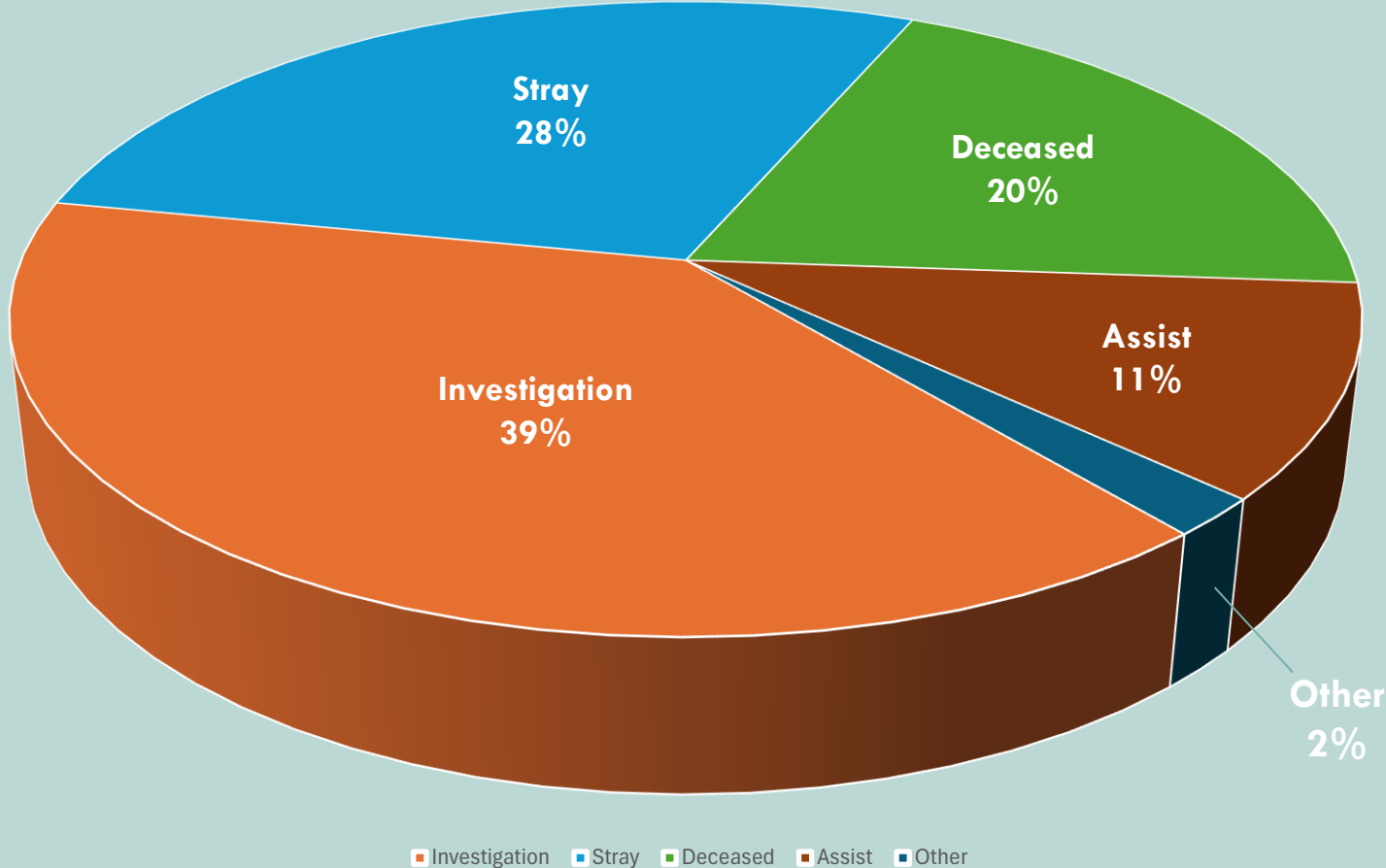
Community Services

Supports adoption, lost and found, public events, humane education, and volunteer services

CCAS Serving Clayton

3

FY 2024/2025 YTD Activities in Clayton
(Through June 10, 2025)



FY 24/25 Clayton Field Activities

Investigation	Stray	Deceased	Assist	Other
40	29	20	11	2

Shelter Services

- **45 Animals Impounded from Clayton**
- **22 Adoptions to Clayton Residents**
- **3 Animals from Clayton Reunited with Their Families**

CCAS & Wildlife

4

Wildlife Calls

- CCAS only responds to wildlife calls if the animal is deceased or has bitten a human or domestic animal.
- All other wildlife calls should be referred to the California Department of Fish and Wildlife.

Wildlife Resources

- CA Department of Fish & Wildlife
 - Living with Wildlife (Including FAQ): <https://wildlife.ca.gov/Living-with-Wildlife>
 - Wildlife Incident Reporting: <https://apps.wildlife.ca.gov/wir>
- Contra Costa Animal Services
 - Wildlife Page: <https://www.contracosta.ca.gov/7990/Living-with-Wildlife>
 - Wildlife In Your Backyard: <https://www.contracosta.ca.gov/DocumentCenter/View/43904/Wildlife-in-Your-Backyard?bidId=>



Areas of Focus

5

- **Field Services**
 - Ongoing hiring of vacant AS Officer positions
 - Transitioned dispatch services to San Ramon Valley Fire Protection District on 1/1/25
- **Shelter Services**
 - Trend of increasing animal intake
 - Overcrowding in the shelter
 - Increasing costs for supplies and staff
- **Community Services**
 - Increased need for veterinary care in the community due to affordability and access.



CCAS's Lt. Weissman responds to a stray Zebra that wound up in a pool

Our Approach

6

Field Services

- Ongoing recruitment and training of new officers
- Dispatch integration of CAD and Chameleon currently in testing phase
- Search warrant training to be hosted at CCAS
 - Follow-up to Penal Code 597.1 training in January
- Forensic investigation trainings in June and July
- Increased implementation of GIS mapping for efficient delivery of services for high priority calls
- Desk Officer position created to increase operational efficiency
- Watch Commander role now staffed from field 5 of 7 days



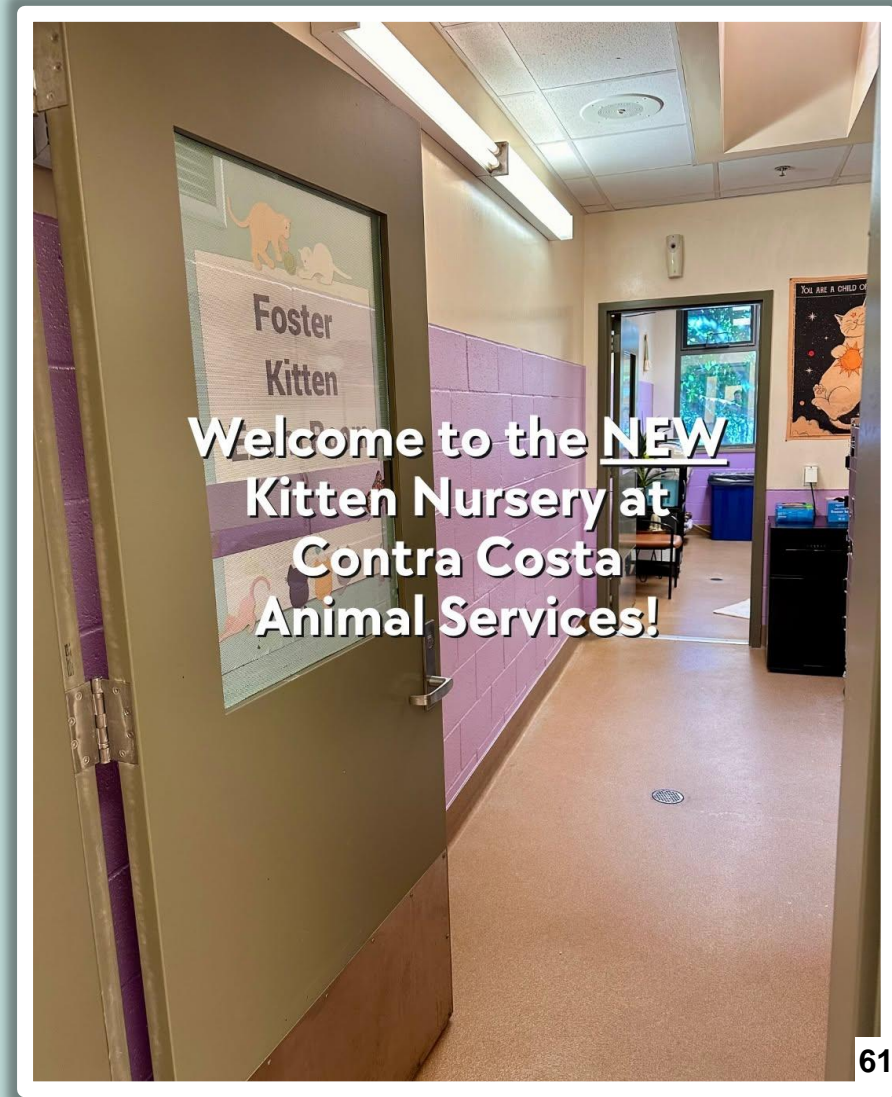
Sgt. Flauding impounding livestock

Our Approach

7

Medical Services

- Michelle Mehalick DVM premises holder and DEA registrant as of February 1, 2025
 - Dr. Mehalick auditing and advising medical division through February
 - Updated approach to surgical and medical practices to increase capacity and scope of care
- TNR (Trap Neuter Return) program has been expanded by additional 29 cats per week
- Planned increase to in-house spay and neuter program and community based spay/neuter programs
 - Measure X will fund approximately 2,700 surgeries
 - Animal Benefit Fund funded over 500 surgeries in FY24/25
- Additional RVT support to include weekend coverage to shorten animal stay at emergency hospital
- New Kitten Nursery created to provide support for kittens and their fosters



Our Approach

8

Shelter Operations

- **Pathway planning to decrease length of stay**
 - Meeting 4 times weekly with to plan outcome pathways at time of impound and ongoing assessment to shorten stay.
 - Leading to faster decisions and better animal care
 - Current Length of Stay is 16 days, down from 20 days in July 2024
- **Operational evaluation – ongoing**
 - Database vendor on-site in January and identified several opportunities for improvement that will increase efficiency, allow automation of tasks, and decrease errors
- **Increased partnership with rescue organizations – ongoing**
 - 18% increase in transfers to rescue partners in 2025 (Jan.-June) when compared to the same period in 2024.
 - Partnership with Contra Costa Humane Society for feline foster and adoption.
- **Recommendations from Veterinary Behaviorist**
 - 12 recommendations made by Dr. Sung MS, PhD, DVM, DACVB
 - 11 recommendations already addressed or in process
 - Ongoing monitoring of Fear Anxiety and Stress (FAS)
 - Objective approach to identify changes earlier



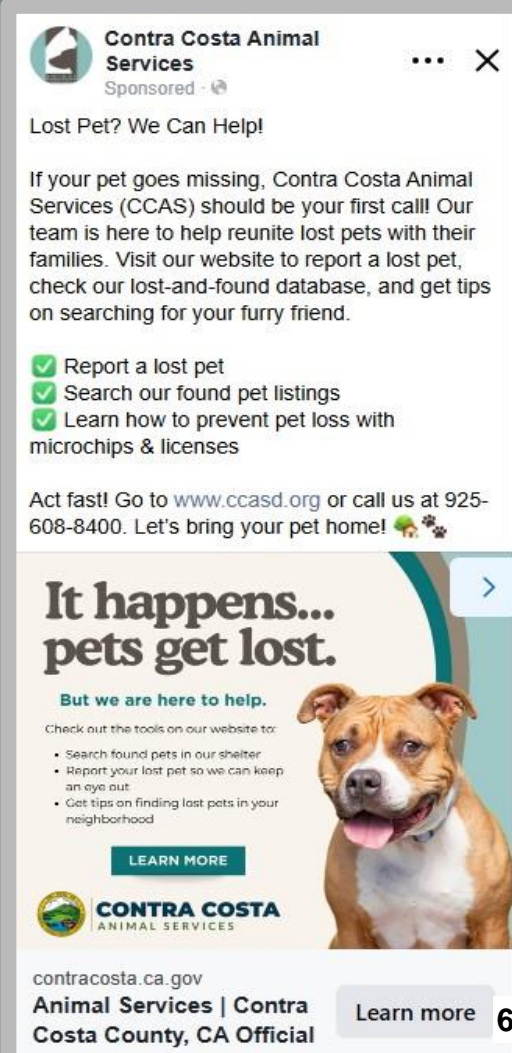
Joybound's Dr. Sung meeting with CCAS staff.

Return-To-Owner (RTO) Campaign

9

- **Simple Idea to Increase RTOs**
 - Run Targeted RTO/Lost Pet Specific Social Media Ads in High-Intake Communities
 - Pair Ads with Free and Low-Cost Microchip/Vaccination/Licensing Clinics
- **Timeline:** November 2024 – December 2025
- **Marketing Elements**
 - Social Media (FB, IG, Twitter, TikTok)
 - Social Media Advertising (FB & IG)*
 - CCAS Website
 - Display ads (coming soon)
 - Streaming ads (possibly)

Campaign Results Nov. 24 – June 25
29.5% Increase in RTO when compared to the same period last year.



The screenshot shows a Facebook post from 'Contra Costa Animal Services' (CCAS), marked as 'Sponsored'. The post title is 'Lost Pet? We Can Help!'. The text explains that if a pet goes missing, CCAS should be the first call, and they offer a website to report lost pets, a lost-and-found database, and tips on preventing pet loss. A list of three green-checkmarked items follows: 'Report a lost pet', 'Search our found pet listings', and 'Learn how to prevent pet loss with microchips & licenses'. Below this, it says 'Act fast! Go to www.ccasd.org or call us at 925-608-8400. Let's bring your pet home!'. The bottom half of the post features a large image of a brown and white dog with the headline 'It happens... pets get lost.' and the sub-headline 'But we are here to help.' It lists tools available on the website: 'Search found pets in our shelter', 'Report your lost pet so we can keep an eye out', and 'Get tips on finding lost pets in your neighborhood'. A 'LEARN MORE' button is present. At the bottom, the CCAS logo is shown next to the website 'contracosta.ca.gov' and the text 'Animal Services | Contra Costa County, CA Official'. A 'Learn more' button and the page number '63' are also visible.

Contra Costa Animal Services
Sponsored

Lost Pet? We Can Help!

If your pet goes missing, Contra Costa Animal Services (CCAS) should be your first call! Our team is here to help reunite lost pets with their families. Visit our website to report a lost pet, check our lost-and-found database, and get tips on searching for your furry friend.

- ✓ Report a lost pet
- ✓ Search our found pet listings
- ✓ Learn how to prevent pet loss with microchips & licenses

Act fast! Go to www.ccasd.org or call us at 925-608-8400. Let's bring your pet home!

It happens... pets get lost.

But we are here to help.

Check out the tools on our website to:

- Search found pets in our shelter
- Report your lost pet so we can keep an eye out
- Get tips on finding lost pets in your neighborhood

LEARN MORE

CONTRA COSTA ANIMAL SERVICES

contracosta.ca.gov
Animal Services | Contra Costa County, CA Official

Learn more 63

Community & Outreach Services

10

CCAS Mobile Clinics



CCAS has served over 1,500 pets through our offsite clinics in FY 24/25

Community & Outreach Services

11

Outreach Services

- 93 total off-site community events fiscal year-to-date
 - 5 Free Microchip Clinics
 - 6 Free Vaccination Clinic
 - 46 Offsite Adoption Events
 - 36 Humane Education Events
 - Targeted in areas with high number of stray animals
- Access to Services
 - Collaboration with Contra Costa County cities and partner animal welfare agencies has allowed us to bring even more services to county residents.

Measure X

- \$750,000 in total funds provided
 - Pet retention programs
 - Progressive programs to reduce shelter intake and increase animal health in the community



Our free Pittsburg Microchip and Vaccine Clinic was a huge success with lines around the block! 🐾

We proudly served **243 families** and helped **404 pets** – **279 dogs** and **125 cats**.



Community & Outreach Services

12

Chip & Vaccination Clinics

- 6 Vaccination & Microchip Clinic events fiscal year-to-date
 - Hercules
 - Pittsburg
 - Bethel Island
 - San Ramon
 - Martinez (2)
- Services Provided at Clinics
 - Free Rabies Vaccination (Dogs/Cats)
 - Free Distemper Vaccination (Dogs)
 - Free FVRCP Vaccination (Cats)
 - Free Microchip
 - Free Pet Food
 - Free Flea Medication

Clayton Mobile Adoption Event

- March 22, 2025, at the Clayton Historical Society
- In partnership with Clayton Girl Scout Troop 32379

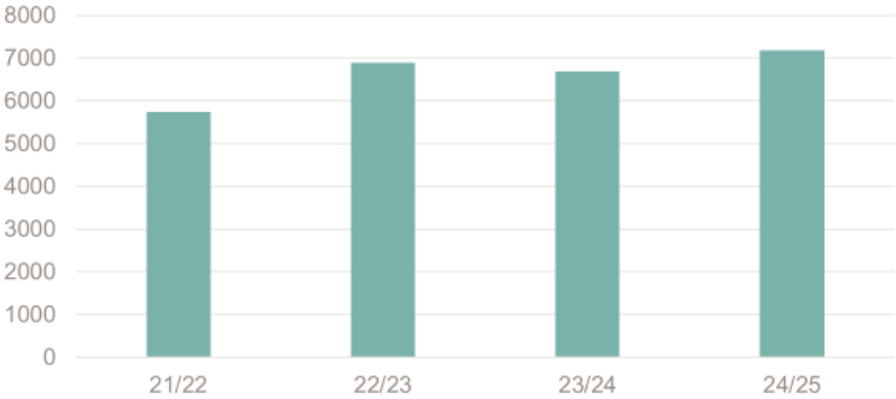


(Left) CCAS team members vaccinating a dog at the June clinic. (Below) GS Troop 32379 with CCAS team members at the March adoption event in Clayton.

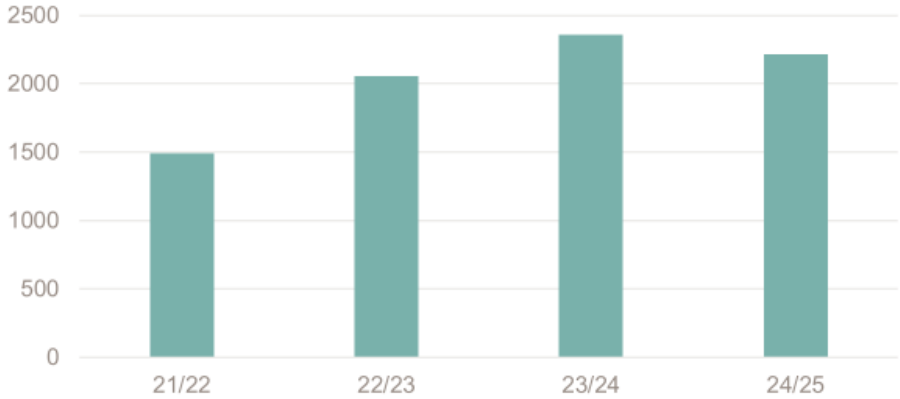


Fiscal Year Comparison

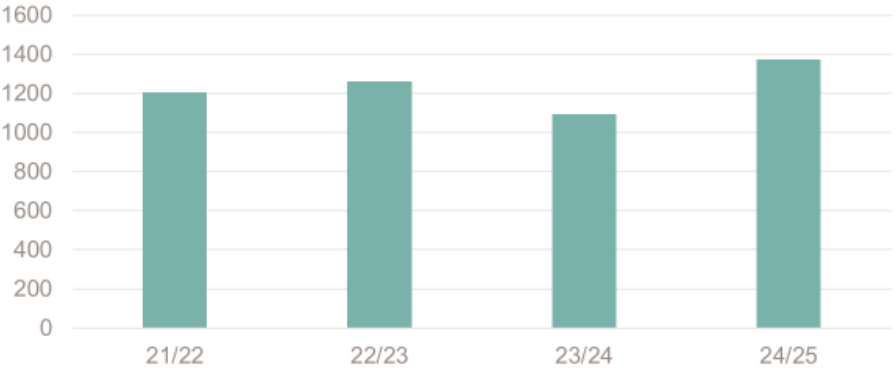
Animal Intake



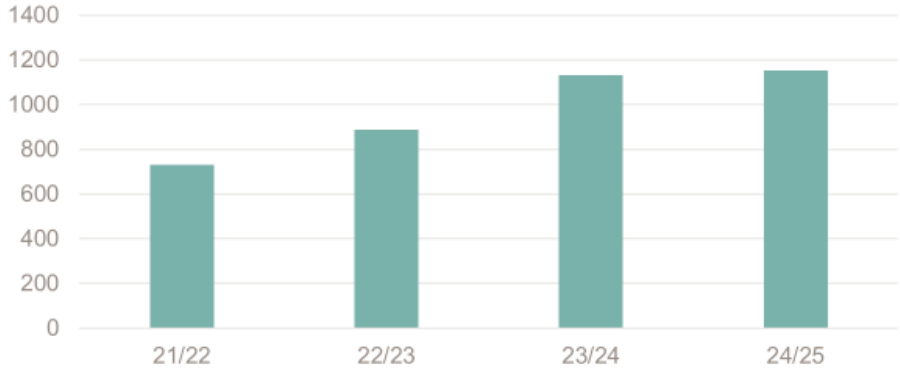
Adoptions



Rescue Partner Transfers



Euthanasia



Field Services

14



Active DA/PDA Permits by City

ALL CITIES

	Total Animals
Total	112
BRENTWOOD	8
CLAYTON	2
CONCORD	6
DANVILLE	6
HERCULES	3
LAFAYETTE	1
MARTINEZ	8
MORAGA	3
OAKLEY	13
ORINDA	1
PINOLE	4
PITTSBURG	9
PLEASANT HILL	3
RICHMOND	16
SAN PABLO	4
SAN RAMON	3
UNINCORPORATED	14
WALNUT CREEK	8



Coming Soon

15

Increased Services

- Improved care of animals in the shelter through enrichment, increased volunteer support, enclosure improvements, and expedited medical care
- Ongoing relationship building with transfer partners
- Planned training for staff including Fear Free Animal Handling
- Refinement of Pathway Planning
- Implementation of Strategic Plan approved by Board of Supervisors
- Expansion of spay and neuter services at CCAS
- Proposed budget includes clerical staff to open shelter 7 days a week
 - Accessibility of services for residents
 - Increased opportunity for adoption, reunification, and licensing



CCAS medical team prepping for a big day of surgery.

Thank You

16



**ANIMAL
SERVICES**
CONTRA COSTA COUNTY

Please contact me with any questions:
Ben.winkleblack@asd.cccounty.us



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: July 15, 2025

SUBJECT: City Manager/Staff

RECOMMENDATION

Link to ClearGov Transparency Portal:

<https://cleargov.com/california/contracosta/city/clayton/checkbook>

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

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CEQA

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STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich

DATE: July 15, 2025

SUBJECT: City Council/Committees

RECOMMENDATION

Receive report on councilmember activities since the last meeting.

Councilmember Diaz:

- June 18 Produced / Attended first Clayton Classic Car Show
- June 19
 - Attended County Connection Board Meeting:
 - Received Report on APTA Legislative Conference
 - Received Joint Legislative Audit Request,
 - Received State Legislative Update 06-19-2025:
 - Received /Approved Standing Committee Reports:
 - Administrative & Finance
 - Marketing, Planning & Legislative
 - Operations & Scheduling
 - Attended 100 Club of Contra Costa BBQ
- June 21 Attended / Presented Clayton Proclamation
 - Dedication Rory Richmond Memorial Garden Celebration
- June 24 Attended City Council Meeting RE: Civil Grand Jury Report / Response
- June 28 Concert Set-Up, Production, Emceed TakeDown Concert In The Grove - The Bell Brothers
- July 02
 - Attended County Connection Administrative & Finance Committee Meeting:
 - Approved FY 2025-26 SB1 State of Goods Repair Funds,
 - County Connection Admin.& Finance Meeting:
 - Received / Approved Public Agency Retirement Services (PARS) Combination
 - Received / Approved Disadvantaged Business Enterprise (DBE) Goal for FFY 2026-2028
 - Approved Employee Benefits Adjustment
 - Reviewed / Approved Vendor & Legal Services Bills - May 2025
- July 04 Attended Annual July 4th Pancake Breakfast and City of Clayton Parade
- July 10 Attended Mayor's Conference in Brentwood
- July 12 Concert Set-Up, Production, Emceed Take-Down Concert In The Grove - Take 2

Band

Councilmember Enea:

- Attended the clayton car show
- Met with city manager
- Attended CBCA meeting
- Attended the 4th of July parade
- Zoom meeting with Jennifer King(Good Governance)

Councilmember Tillman:

- June 16 I attended the Cal Cities East Bay Division Legislative Discussion Forum virtual meeting.
- June 19 Attended the Juneteenth festivities in Brentwood which was a beautiful display of their community coming together to celebrate the holiday.
- June 20 As the Council representative, I attended the ABAG General Assembly and conference in San Francisco where we approved the 2025-26 operating budget and work program and debated several bylaw changes.
- June 21 Rory Richmond Memorial Day- I attended the ceremony in downtown Clayton for the Rory Richmond Memorial Garden located next to the Clayton Museum.
- June 22 Attended the Concord Juneteenth celebration which had a theme of amplifying the voice of the Black male.
- June 23
 - Attended the Keller Ridge Firewise meeting.
 - Mt. Diablo Education Foundation Annual Board meeting and 25-26 planning.
- July 3 Clayton Pride Bocce Fundraising Meeting
- July 4 Attended the Clayton 4th of July parade.
- July 7 Good Governance Special meeting preparation

Vice Mayor Wan:

- Attended the Fourth of July parade
- Phone calls and discussions with residents

Mayor Trupiano:

- June 18 Meeting of the Ad Hoc Committee to address City and Council response to the Civil Grand Jury Report
- June 27 Touch base with Chapparal Springs Firewise Committee
- June 30 City Sponsored Special Events Committee meeting - approval to move forward with Hispanic Heritage event on September 20th
- July 1 Final planning meeting for 4th of July parade with Chair Sarah Brinkman and city staff
- July 3 Helped Clayton Valley Village with set up for Rotary Pancake Breakfast
- July 4 Fourth of July parade - what a great event, wonderful turnout from the community and thank you to all the volunteers, parade participants and city staff who made it a success again this year! Special thank you to Sarah Brinkman for Chairing this special event for the City this year!
- July 7
 - East Contra Costa Habitat Conservancy Board Meeting, Supervisor Burgis' office.
 - Meeting with Beth McClellan, Clayton Community Library Foundation,

Communications Committee Presentation to Board

- One-on-one with Jennifer King, facilitator from ILG for Good Governance Training on July 22nd 4 to 8 pm, Hoyer Hall
- July 8 Semi-Annual meeting with PG&E staff and City Manager Kris Lofthus
- July 9 One-on-one with Police Chief, Jeremy Crone
- July 10 Mayor's Conference, City of Brentwood
- July 14 Budget & Audit committee meeting is cancelled

BACKGROUND

The City Council provides a report of activities that took place between the city council meetings.

FISCAL IMPACTS

N/A



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Larry Theis, General Manager

DATE: July 15, 2025

SUBJECT: Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in Fiscal Year 2025/26

RECOMMENDATION

City Staff recommends the City Council open the Public Hearing, receive public comments, close the Public Hearing, and take action to adopt the attached Resolution which allows for the annual levying of assessments.

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

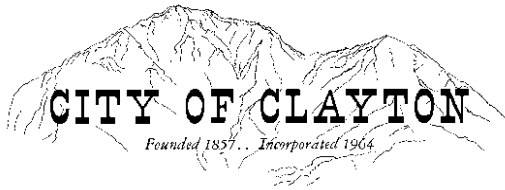
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CEQA

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ATTACHMENTS

[Staff_Report_-_FY_2025-26_Diablo_Estates_BAD.pdf](#)
[BAD_Resolution_Public_Hearing.pdf](#)
[BAD_Assessment_Levy_FY25-26_Notice.pdf](#)
[Clayton_BAD_FY25-26_FER.pdf](#)



STAFF REPORT

TO: Honorable Mayor and Councilmembers

FROM: Larry Theis, P.E., City Engineer

DATE: July 15, 2025

SUBJECT: Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in Fiscal Year 2025/26

RECOMMENDATION

City Staff recommends the City Council open the Public Hearing, receive public comments, close the Public Hearing, and take action to adopt the attached Resolution which allows for the annual levying of assessments.

BACKGROUND

The City Council, at its June 3, 2025 City Council meeting, approved the Engineer's Report including the proposed assessments. The Fiscal Year 2025/26 assessment rate is proposed to be increased by 2.00% over the Fiscal Year 2024/25 applied assessment rate. The assessments collected from property owners will primarily be used to fund the maintenance of various improvements benefitting real property owners within the Diablo Estates at Clayton development. A notice regarding the public hearing, along with a copy of the Engineer's Report was sent by mail to the property owners. The Engineer's Report provides an overview of the proposed expenditures for the Diablo Estates at Clayton Benefit Assessment District (BAD), and a listing of the items included within the target amount to be collected annually for reserves.

Tonight, the required public hearing will be opened to provide an opportunity for assessed property owners to share their comments. After all public testimony has been heard, the City Council should officially close the public hearing. Following the closure of the public hearing, the City Council will consider any public comments received and proceed with the consideration and adoption of the Resolution that levied the annual assessments on the real properties within the District for Fiscal Year 2025/26.

DISCUSSION

Tonight, City staff is recommending the City Council approve the Resolution confirming the levy of assessments within the Diablo Estates at Clayton Benefit Assessment District for Fiscal Year 2025/26 which is in the amount of \$4,142.06 for each of the 24 single family lots within the District.

FISCAL IMPACT

If the annual assessment rate is approved as recommended, the City will continue to manage the maintenance duties specified in the Engineer's Report on behalf of the benefitted real property. The BAD fund balance will cover the District's costs until receipt of the first payment from the County in December. Therefore, this action will not impact the City's General Fund.

CEQA IMPACT

None

ATTACHMENTS

Resolution confirming Assessments
Notice to Property Owners
BAD Fiscal Year 2025/26 Engineer's Report Packet

RESOLUTION NO. ____-2025

**A RESOLUTION CONFIRMING ASSESSMENTS FOR THE OPERATION AND
MAINTENANCE OF IMPROVEMENTS WITHIN THE DIABLO ESTATES AT
CLAYTON BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2025/26**

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

WHEREAS, by adoption of Resolution No. 16-2025 on June 3, 2025, the Clayton City Council approved the Engineer's Report on the proposed assessment levy for maintaining various improvements within the Diablo Estates at Clayton Benefit Assessment District during Fiscal Year 2025/26, and set a public hearing thereon for July 15, 2025, to be held at the regular meeting place of the Clayton City Council; and

WHEREAS, notice of said hearing and the adoption of Resolution No. 16-2025 was duly given as required; and

WHEREAS, on July 15, 2025, the City Council held the noticed public hearing on the proposed assessment for the Fiscal Year 2025/26 and heard and considered all oral statements and written communications made and filed thereon by interested persons.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Clayton, California, does hereby.

1. Proposed maximum assessment rate per parcel for Fiscal Year 2025/26 is proposed to be \$4,507.48 which includes a 2.22% increase over the existing Fiscal Year 2024/25 maximum assessment rate of \$4,409.39 per parcel. The City Council has elected to levy below the Fiscal Year 2025/26 maximum amount and hereby orders the levy of an assessment in the amount of \$4,142.06 on each lot within the Diablo Estates at Clayton Benefit Assessment District and this Resolution shall constitute the levy and confirmation of such assessment for Fiscal Year 2025/26.
2. The City Clerk shall immediately file a certified copy of this Resolution, together with any required diagrams and a list of lots assessed, with both the Tax Collector and the Auditor of Contra Costa County, with the Assessment to thereafter be collected in the same manner as the property taxes are collected.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Kim Trupiano, Mayor

ATTEST:

Skyler Aitken, Acting City Clerk



Diablo Estates at Clayton Benefit Assessment District NOTICE TO PROPERTY OWNERS FOR LEVY OF ASSESSMENT

Reason for Assessment

At the request of the original project developer, Toll Bros., Inc., the City of Clayton City Council ("Council") approved Resolution No. 04-2012 on February 7, 2012, forming the Diablo Estates at Clayton Benefit Assessment District ("District") to fund and to pay for the oversight and maintenance of certain facilities solely benefiting land owners in the District, such as the stormwater treatment facilities, storm drain collection system, common area landscape and irrigation, street lighting and weed abatement of natural slope areas, all as described in the original Engineer's Report approved by the Council on March 20, 2012.

NOTICE

This notice informs you, as a real property owner within the Diablo Estates at Clayton Benefit Assessment District that on June 3, 2025, the City of Clayton City Council adopted a Council Resolution approving the Engineer's Report for Fiscal Year 2025/26, declaring its intent to levy assessments for Fiscal Year 2025/26 and setting a public hearing on the issue of the proposed assessments:

PUBLIC HEARING: 7:00 p.m. July 15, 2025
City Council Regular Meeting
Hoyer Hall, 6125 Clayton Road, Clayton, CA

Assessment Information

1. The total proposed District assessment for the fiscal year beginning on July 1, 2025 and ending June 30, 2026, is \$99,409.44.
2. **Proposed maximum assessment rate per parcel:** The Fiscal Year 2025/26 maximum assessment rate per parcel is proposed to be \$4,507.48 which includes a 2.22% increase over the existing Fiscal Year 2024/25 maximum assessment rate of \$4,409.39 per year. The maximum assessment rate increase is in accordance with the annual adjustment by the applicable Consumer Price Index (April 2024 – April 2025; San Francisco- Oakland- Hayward, CA – All Urban Consumers) (the "CPI"), as authorized by the property owner balloting in 2012. However, the City has elected to levy below the Fiscal Year 2025/26 maximum assessment rate in an amount equal to \$4,142.06 in Fiscal Year 2025/26, which is a 2.00% increase over the Fiscal Year 2024/25 applied assessment rate of \$4,060.84.
3. **Duration of assessment:** The assessment will be levied annually at the rate proposed above and collected via one's property tax bill in Fiscal Year 2025/26. The maximum annual assessment rate may only be increased (other than the authorized allowable annual CPI increase described above) in the future by approval of a majority of the property owners.
4. Comments and protests may be submitted to the city prior to or at the public hearing.
5. **Engineer's Report:** Attached is a copy of the approved Engineer's Report for Fiscal Year 2025/26.

Questions

If any questions arise regarding the proposed real property assessments for Fiscal Year 2025/26, please contact Clayton City Engineer Larry Theis. He may be contacted at (925) 890-9732 and at larryt@claytonca.gov.



Diablo Estates at Clayton Benefit Assessment District

Fiscal Year 2025-26 Final Engineer's Report

July 15, 2025

Prepared by

**FRANCISCO
AND ASSOCIATES**

Where Innovative Strategies
Fund Tomorrow's Communities


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Appendix A – Assessment Roll	

**ENGINEER'S REPORT
CITY OF CLAYTON
DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT
FISCAL YEAR 2025-26**

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Clayton City Council pursuant to the provisions of Article XIID, Section 4 of the California Constitution, provisions of the Benefit Assessment Act of 1982 of the California Government Code being Section 54716 et. Seq (the "1982 Act"), and complies with the annual provisions outlined in the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: June 19, 2025

By: 
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

In 2012, at the request of Toll Brothers, the developer of the Diablo Estates at Clayton project (Subdivision 8719), property owners were noticed and balloted, and the property owners supported the formation of an assessment district and the City Council approved the formation with Resolution No. 04-2012.

The purpose of forming the Diablo Estates at Clayton Benefit Assessment District (the "District") is to levy and collect special assessments annually to fund the maintenance and operation of landscaping, street lighting, drainage and stormwater treatment improvements that are of benefit to the properties in the Diablo Estates at Clayton subdivision.

The District is approximately 19-acres and is generally southeast of Regency Drive, northeast of Rialto Drive, and along Seminary Ridge Place. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

The District was formed under the Benefit Assessment Act of 1982 (Section 54703 et seq. of the California Government Code), and was intended to comply with the annual provisions outlined in the Landscape and Lighting Act of 1972 (Section 22500 et seq. of the Streets and Highways Code). While the Benefit Assessment Act of 1982 does not require further action annually to levy and collect assessments, the Landscaping and Lighting Act of 1972 requires the annual preparation of an Engineer's Report and Council approval to levy and collect assessments.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF CLAYTON DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FISCAL YEAR 2025-26

Pursuant to the Benefit Assessment Act of 1982 (Part 1 of Division 2 of Title 5 of the Government Code of the State of California), and in compliance with the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Clayton Diablo Estates at Clayton Benefit Assessment District (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Clayton and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2025-26, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Clayton.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Clayton.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Clayton and is incorporated in this Report. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the District, and the costs thereof paid from the levy of annual assessments, provides special benefit to Assessor Parcels within the District. The work, services, and improvements maintained and funded by the District are generally described as follows:

Maintenance and servicing of public improvements, including but not limited to, storm drain systems, landscape and lighting and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property in the District that is owned or maintained by the City of Clayton.

As applied herein, the term “maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing, of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, health, and beauty of landscaping, including cultivation, irrigation, trimming spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti; the cleaning and replacement of storm drain pipes, drop inlets, catch basins and manholes.

“Servicing” means the cost of maintaining any facility used to provide any service, the furnishing of electric current, or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, or the maintenance of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City’s Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows estimates of reserves and the projected fund balances based upon the estimated expenditures and assessment revenue.

City of Clayton Diablo Estates at Clayton Benefit Assessment District	
Fiscal Year 2025-26 Cost Estimate	
Projected Beginning Fund Balance (7/1/2025)	\$388,025
Projected Revenues	
Assessment Revenues	\$99,409
Interest Earnings	<u>\$0</u>
Total Projected Revenues	\$99,409
Estimate of Expenditures	
Administrative/Management Costs	\$12,500
PG&E Service	\$500
Water Service	\$15,000
Legal Notices	\$0
Property Tax and County Collection Fees	\$350
Engineering/Inspection Service	\$2,500
Weed Abatement Services	\$10,000
Other Professional Services	<u>\$35,000</u>
Total Estimate of Expenditures	\$75,850
Estimate of Reserves	
Operating Reserves ¹	\$37,925
Capital Reserves	<u>\$373,659</u>
Total Estimate of Reserves	\$411,584
Projected Surplus Ending Fund Balance (6/30/2026)	\$0

¹Operating Reserves are estimated to be 50% of the annual expenditures.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when and if improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

A summary of the improvements initially constructed that may require replacement at the end of their useful life, an estimate of the cost for each improvement, an estimate of the service life of each improvement, and the targeted annual collection amount for each improvement follows:

Item	Quantity	Unit	Unit Cost	Total Cost Estimate	Estimate of Service Life (Years)	Target Annual Collection Amount
Tree Replacement	33	EA	\$285	\$9,405	40	\$235
Entry Monument Replacement	1	EA	\$4,000	\$4,000	25	\$160
V-Ditch Repair/Replacement	2,038	LF	\$50	\$101,900	25	\$4,076
Vortsentry Replacement	1	EA	\$100,000	\$100,000	100	\$1,000
Stormwater Basin Replacement	48	EA	\$2,000	\$96,000	10	\$9,600
CB/MH/SD Pipe Replacement	1	LS	\$79,000	\$79,000	100	\$790
General	-	-	-	-	-	\$2,000
Total				\$390,305		\$17,861

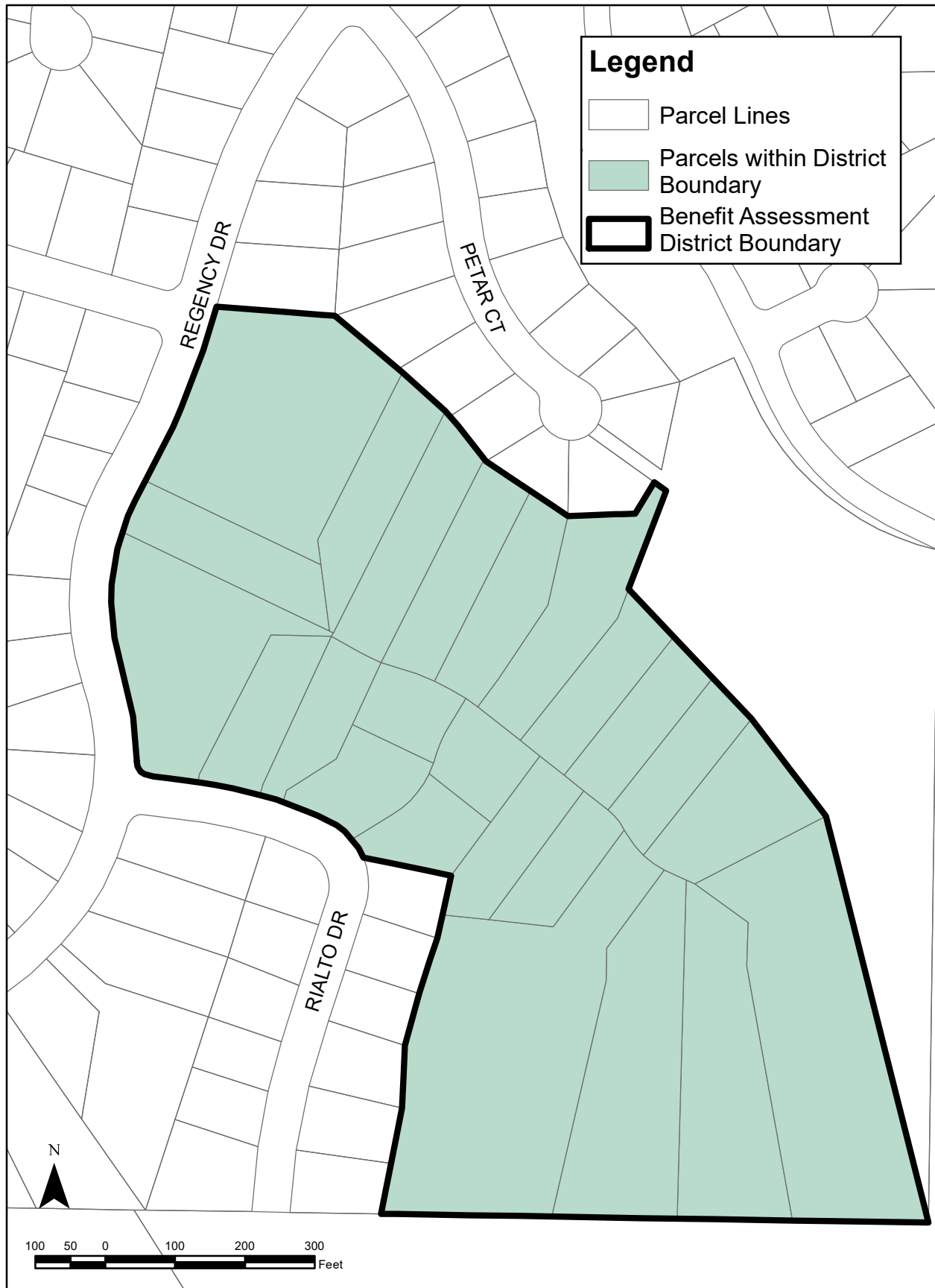
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Clayton Diablo Estates at Clayton Benefit Assessment District



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements and property related services which include the construction, maintenance and servicing of drainage, flood control, street lighting, streets, roadways, and appurtenant facilities. Section 54711 of the 1982 Act further requires that the cost of these improvements be levied according to benefit conferred upon properties rather than assessed value. This Section states:

"The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service."

In addition, the 1982 Act permits the designation of zones or areas of benefit within any individual assessment district. Thus, the 1982 Act requires the levy of a true "assessment" rather than a "special tax."

Article XIID, Section 4(a) of the California Constitution (also known as Proposition 218, approved by the California voters in November 1996) limits the amount of any assessment to the proportional special benefit conferred on the property.

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Article XIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

Discussion of Benefit

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District that are over and above the general benefits conferred to property or the public at large. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the District's storm drain system, streets and sidewalks, corridor landscaping, lighting, or a property owner's specific demographic status. With reference to the requirements for assessments the following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the installation, maintenance, and servicing of the improvements to be provided with the assessment proceeds. These categories of special benefit are derived in part from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from the installation, maintenance, and servicing of improvements such as those proposed by the District. These types of special benefit are summarized as follows:

- Creation of individual lots for residential use that, in absence of the services and improvements to be funded by the assessments, would not be created.
- Improved utility and usability of property.
- Improved safety and security lighting for property.
- Enhanced visual experience, and desirability of the area.
- Protection of views, scenery and other resources, values and environmental benefits enjoyed by residents and guests and preservation of public assets maintained by the City.
- Moderation of temperatures, dust control, and other environmental benefits.

These benefits when conferred to property in the District, specifically increase the utility of the property within the District. For example, the assessments will provide funding to maintain lighting that improves safety and access to the property after dark and landscaping that provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties. Moreover, funding for the maintenance and servicing of such public facilities is a condition of development of Diablo Estates at Clayton that is needed to mitigate the negative impacts of this development on the City. Without the District, this condition of development would not have been satisfied, which may have affected the approval of new homes on the property. This is another special benefit to the properties in the District.

General versus Special Benefit

The proceeds from the District would be used to fund improvements and increased levels of maintenance to the public facilities that serve and benefit the properties in the District. In the absence of the District, such improvements would not be properly maintained. Therefore, the District is specifically proposed to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that landscaping and street lighting within and adjacent to the District are functional, well maintained, clean and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the properties within the District.

In absence of the assessments, a condition of development would not have been met and home construction in the District may have been denied. The creation of residential lots and the approval for the construction of homes in Diablo Estates at Clayton is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Moreover, benefits to the public at large, if any, will be offset by benefits residents within the District receive from the use of other similar public facilities not funded by the District. Therefore, the assessments solely provide special benefit to property in the District (100% special benefit) over and above the general benefits conferred to the public at large or properties outside the District.

Method of Assessment

This process of apportioning assessments for each property involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalent dwelling units (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent unit or one SFE.

Assessment Apportionment

The proposed improvements and services provide direct and special benefit to properties in the District. Diablo Estates at Clayton is a residential single family development project consisting of a total of 24 single family homes, each on a separate parcel. As such, each residential property receives similar benefit from the proposed Improvements. Therefore, the Engineer at the time of formation determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit or single family residence basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property. In other words, developed parcels and vacant parcels with proposed development will be assessed 1 SFE.

It was recognized that the cost of maintaining the District improvements and providing services would increase slightly each year because of inflation. For this reason, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation. Therefore, the maximum annual assessment rate may be increased annually in an amount tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April of each succeeding year, with the maximum annual increase not to exceed 4%. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

The change in the CPI from April 2024 to April 2025 was 1.27%. Since the change in CPI is below 4.00% and there is an Unused CPI balance of 0.95%, the maximum assessment rate will be increased by 2.22%, which will result in a remaining Unused CPI Balance of 0%.

The maximum assessment rate for Fiscal Year 2025-26 is increased by 2.22% over the maximum assessment rate for Fiscal Year 2024-25. The maximum assessment rate for Fiscal Year 2024-25 was \$4,409.39 which equates the maximum assessment rate for Fiscal Year 2025-26 to \$4,507.48. The cost estimate in this Engineer's Report proposes an applied assessment rate of \$4,142.06, which is a 2.00% increase from what was levied in FY 2024-25. The Fiscal Year 2025-26 proposed assessment rate is below the Fiscal Year 2025-26 maximum assessment rate.

The assessments are listed on the Assessment Roll in Appendix A.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council of the City of Clayton and the decision of the City Council of the City of Clayton shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2025-26 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is shown in this Report as Appendix "A".

The total proposed assessment for Fiscal Year 2025-26 is \$99,409.44.

APPENDIX "A"
ASSESSMENT ROLL

**DIABLO ESTATES AT CLAYTON
BENEFIT ASSESSMENT DISTRICT**

**ASSESSMENT ROLL
FISCAL YEAR 2025-26**

Assessor's Parcel Number	Property Address	Assessment Amount
119-630-003	22 SEMINARY RIDGE PL	\$4,142.06
119-630-004	18 SEMINARY RIDGE PL	\$4,142.06
119-630-005	14 SEMINARY RIDGE PL	\$4,142.06
119-630-006	10 SEMINARY RIDGE PL	\$4,142.06
119-630-008	15 SEMINARY RIDGE PL	\$4,142.06
119-630-009	19 SEMINARY RIDGE PL	\$4,142.06
119-630-010	23 SEMINARY RIDGE PL	\$4,142.06
119-630-012	27 SEMINARY RIDGE PL	\$4,142.06
119-630-013	26 SEMINARY RIDGE PL	\$4,142.06
119-630-014	9 SEMINARY RIDGE PL	\$4,142.06
119-640-001	6 SEMINARY RIDGE PL	\$4,142.06
119-640-004	7 PROMONTORY PL	\$4,142.06
119-640-010	16 PROMONTORY PL	\$4,142.06
119-640-011	12 PROMONTORY DR	\$4,142.06
119-640-012	8 PROMONTORY PL	\$4,142.06
119-640-013	4 PROMONTORY PL	\$4,142.06
119-640-016	2 SEMINARY RIDGE PL	\$4,142.06
119-640-017	3 SEMINARY RIDGE PL	\$4,142.06
119-640-018	11 PROMONTORY PL	\$4,142.06
119-640-019	17 PROMONTORY PL	\$4,142.06
119-640-020	21 PROMONTORY PL	\$4,142.06
119-640-021	24 PROMONTORY PL	\$4,142.06
119-640-022	20 PROMONTORY PL	\$4,142.06
119-640-023	5 SEMINARY RIDGE PL	\$4,142.06
Parcel Count: 24		\$99,409.44



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 15, 2025

SUBJECT: Adopt two Resolutions Approving the Memorandum of Understanding for the Management Employees Bargaining Unit and Adopting the City of Clayton's Salary Schedule Effective July 1, 2025, in Conformance with CalPers Requirements to Provide a Publicly Available Salary Schedule

RECOMMENDATION

See Staff Report

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

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CEQA

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ATTACHMENTS

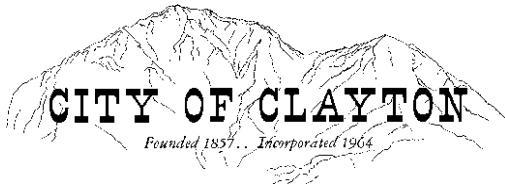
[Staff Report Approve MGT MOU and Salary Schedule 07 15 2025.pdf](#)

[Attachment A - Reso for MGT Employees MOU.pdf](#)

[Attachment B - Reso for Mgmt Salary Schedule.pdf](#)

[Attachment C - Management MOU 2025-2027 FINAL 07 15 2025.pdf](#)

[Attachment D - Salary Schedule FY 2025 - 26.pdf](#)



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 15, 2025

SUBJECT: Adopt Resolutions Approving the Memorandum of Understanding for the Management Employees Bargaining Unit and Adopting the City of Clayton's Salary Schedule Effective July 15, 2025, in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule

RECOMMENDATION

Staff recommends that the City Council adopt three Resolutions for:

1. Approving a Memorandum of Understanding for the Management Employees Bargaining Unit.
2. Adopting the City of Clayton's Salary Schedule Effective July 15, 2025, in Conformance with CalPERS requirements to provide a publicly available salary schedule.

BACKGROUND

The City Council has been actively engaged in negotiations with the City's Management Employees group, and the current labor agreement expired on June 30, 2025. During the course of these negotiations, it became evident that the interests of both the City and its employees would be better served by establishing two separate Memoranda of Understanding (MOUs) rather than continuing under a single unified agreement. The Miscellaneous MOU was approved by City Council on June 17, 2025.

As a result of this strategic shift, the City Council, in collaboration with representatives from both bargaining units, has successfully reached mutual agreement on the terms and conditions of the Management Employee's new MOU. During the review of the salary schedule, there were some discrepancies found in the Management and the Miscellaneous Employee's salaries which have now been rectified and are in the attached salary schedule. As a result of the salary schedule discrepancy, there will be a need for retroactive pay for the affected management group for one pay period. This updated agreement reflects the evolving needs and operational goals of the City, while also enhancing clarity and representation for the respective employee group.

In addition, in alignment with requirements set by the California Public Employees' Retirement System (CalPERS), the City must ensure that employee compensation data, including base salaries and any forms of special compensation, is formally recognized and publicly accessible. This is a critical step in ensuring that earnable income is accurately reported and used in the calculation of retirement benefits.

To this end, the City of Clayton's Salary Schedule must be formally adopted by the City Council during a publicly noticed meeting. In addition to the adoption of the salary schedule itself, all relevant documentation, including individual pay rates and special compensation details, must be made available to the public to satisfy transparency and compliance obligations under CalPERS regulations.

These actions reinforce the City's commitment to both legal compliance and fiscal transparency, ensuring that all stakeholders, including current employees and future retirees are accurately and fairly represented in matters of compensation and retirement planning.

DISCUSSION

The City Council has been in negotiations with the City's Management Employees and have reached agreements with the group. The major terms are:

Management Employees:

- Positions include:
 - Assistant City Manager / Administrative Services Director
 - Public Works Director / City Engineer
 - City Clerk / Assistant to the City Manager
 - Senior Planner
 - Management Analyst
 - Accountant

- Term of the agreement – July 1, 2025, through June 30, 2027.
- Cost of Living Increase (COLA) of 4% effective July 1, 2025.
- Positions receiving COLA Year 1 include:
 - Assistant City Manager / Administrative Services Director
 - City Clerk / Assistant to the City Manager
 - Accountant
- Cost of Living Increase of 3% effective July 1, 2026. This COLA is for all positions represented in the agreement.
- Deferred Compensation, City to provide \$100 per month, with the employee participation and matching a minimum of \$100 to the plan.
- Longevity Pay- For City of Clayton service time.
 - Five Years 2%
 - Ten Years 3%
 - Twenty Years 5%

In accordance with state law, which mandates that the City Council annually approve and publicly disclose the full salary schedule for all city employees, staff is requesting formal adoption of the City of Clayton Employee Salary Schedule for Fiscal Year 2025 – 26.

The proposed salary schedule encompasses all current classifications and compensation figures as reflected in the FY 2025 - 26 City Budget. This ensures alignment with approved financial planning and transparency in personnel costs.

Consistent with transparency requirements, the adopted Salary Schedule will be publicly posted on the City's website, effective July 15, 2025. This action satisfies the statutory obligation and provides residents, employees, and other stakeholders with accessible information about City compensation practices.

FISCAL IMPACT

There is no fiscal impact by this action; these items have been taken into consideration during the adoption of the FY 2025 - 26 budget process.

CEQA IMPACT

Adopting these resolutions is an administrative action that is exempt from CEQA.

ATTACHMENTS

Attachment A – Resolution Management Employees MOU

Attachment B – Resolution Clayton Salary Schedule

Attachment C - Management Employees Bargaining Unit Memorandum of Understanding

Attachment D – City of Clayton's Salary Schedule Effective July 15, 2025

RESOLUTION NO. xx-2025

**A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR
THE CITY OF CLAYTON'S MANAGEMENT EMPLOYEES BARGAINING GROUP
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2027**

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

WHEREAS, on June 30, 2025, the current Terms and Conditions of Employment for the City of Clayton's Management City Employees covered the period from July 1, 2023, through June 30, 2025, expired; and

WHEREAS, the City Council and the Management City Employees wish to enter into a new agreement; and

WHEREAS, the City Council and the Management Employees agree to the following terms and conditions outlined in the agreement, Attachment C.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby accept and approve the Memorandum of Understanding for the Miscellaneous Employees Bargaining Unit (Attachment C) agreeing to the Terms and Conditions of the agreement through June 30, 2027, and does hereby authorize and instruct the City Manager to implement the agreed-upon terms and conditions accordingly.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California during a public meeting thereof held on July 15, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim Trupiano
Mayor, City of Clayton

ATTEST:

Skyler Aitken
Acting City Clerk

RESOLUTION NO. xx-2025

A RESOLUTION ADOPTING THE CITY OF CLAYTON SALARY SCHEDULE FOR FISCAL YEAR 2025 - 26 IN CONFORMANCE WITH CALPERS REQUIREMENT TO PROVIDE A PUBLICALLY AVAILABLE PAY SALARY SCHEDULE

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

WHEREAS, on June 3, 2025, the City Council did receive a presentation on the proposed budgets for operation of the City of Clayton in Fiscal Years 2025 – 26 and 2026 - 27 commencing July 1, 2025; and

WHEREAS, in an action on June 17, 2025, the City Council approved a Memorandum of Understanding for the Miscellaneous Employees bargaining unit effective July 1, 2025, through June 30, 2027; and

WHEREAS, in a separate action this evening the City Council approved a Memorandum of Understanding for the Management Employees bargaining unit effective July 1, 2025, through June 30, 2027; and

WHEREAS, the California Public Employees Retirement System (CalPERS) regulations require member agencies formally adopt a publicly available pay schedule under Government Code section 20636(b)(1) and California Code of Regulations (CCR) Section 570.5; and

WHEREAS, the information contained in the salary schedule effective as of July 15, 2025, for FY 2025 - 26 reflects approved employee contracts memoranda of understanding with the City's Miscellaneous labor group, the City's Management labor group, and various City resolutions governing compensation; and

WHEREAS, CalPERS regulations require all this information be included in one document.

NOW, THEREFORE, BE IT RESOLVED the City Council of Clayton, California does hereby adopt the salary schedule effective July 15, 2025, for FY 2025 - 26 as shown in Attachment D.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California during a public meeting thereof held on July 15, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim Trupiano
Mayor, City of Clayton

ATTEST:

Skyler Aitken
Acting City Clerk

**TERMS AND CONDITIONS OF EMPLOYMENT FOR THE
MANAGEMENT CITY EMPLOYEES UNIT EFFECTIVE
July 1, 2025 through June 30, 2027**

ARTICLE 1: PREAMBLE

This agreement, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and its Undesignated Miscellaneous City Employees, hereinafter referred to as "Unit", is hereby effective July 1, 2025 through June 30, 2027.

It is the intent and purpose of this document to set forth the understanding and agreement of the parties reached as a result of meeting and consulting in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the Unit. Any and all other employment matters not contained in this document are applicable as found in the City's "Personnel Systems and Guidelines" dated March 1993.

ARTICLE 2: GROUP DESCRIPTION

The following job classifications are members of this Unit for purposes of the agreements in this document:

Job Classifications

Assistant City Manager/Administrative Services Director
City Clerk / Assistant to the City Manager
Public Works Director/City Engineer
Management Analyst
Accountant
Senior Planner

All classifications are considered "at-will". The City Manager may terminate employment at any time. Because these positions work at the will of the City Manager, they do not serve a probationary period. This paragraph is declaratory of existing rights and status, as has been previously memorialized in the City's Handbook.

ARTICLE 3: PERSONNEL FILES

The City's secure personnel files, maintained in the city offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 4: WORK HOURS AND PAYROLL CYCLE

The work period (hours) for classification and corresponding compensation in this Unit will be 40 work hours in a 7-day work period (which runs from 12:00 a.m. Monday through 12:00 midnight Sunday), paid bi-weekly every 14 days.

Any employee in this Unit scheduled to regularly work less hours than the defined work period shall receive a corresponding pro-rated portion of the monthly compensation and employee benefits outlined in Articles 5, 6, and 8 below to the extent permitted by the applicable plan.

The pay period for all employees shall be bi-weekly. The pay period is two consecutive 7-day work periods beginning 12:00 a.m. Monday through 12:00 midnight the second Sunday thereafter. There are twenty-six (26) pay periods in a fiscal year from July 1 through June 30. Time sheets are due to Payroll at the start of the day work shift the Monday following close of the pay period Sunday. City pay checks are available and distributed on the Friday after the close of a pay period.

NOTE: From time to time, Payroll deadlines for submittal of time sheets and actual pay day may be altered due to designated City holidays. Payroll will notify all employees in advance when these circumstances arise. The time sheet deadline may be adjusted as needed to meet City payroll deadlines. Employees required to estimate hours worked due to an early time sheet deadline shall do so based on an employee's normally assigned work schedule.

ARTICLE 5: COMPENSATION

Section 5.1 Wages

- A. Effective 01 July 2025, the monthly base salary ranges for the following job classifications in this unit shall be increased by four percent (4%);
 - i. Assistant City Manager/Administrative Services Director
 - ii. City Clerk/Assistant to the City Manager
 - iii. Accountant

B. Effective 01 July 2026, the monthly base salary for the following job classifications in this unit shall be increased by three percent (3%);

- i. Assistant City Manager/Administrative Services Director
- ii. City Clerk/Assistant to the City Manager
- iii. Public Works Director/City Engineer
- iv. Management Analyst
- v. Senior Planner
- vi. Accountant

5.2 Salary Schedule Advancement

Employees who have not yet reached Step E for their respective classifications may be eligible for a merit increase step increase once yearly on their annual salary anniversary dates. Eligibility is contingent on above satisfactory evaluation, and such merit step increase must be approved in writing by the City Manager. In no event shall a merit step increase be earned or granted beyond Step E or the expiration date of this agreement.

5.3 Certification Pay

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive Notary Pay of \$50.00 per month.

Designated Employees will be required to successfully complete any and all training courses and pass any associated testing.

5.4 Deferred Compensation

Employer maintains a deferred compensation plan pursuant to Internal Revenue Code Section 457 ("the Plan"). Employer shall provide a monthly contribution of \$100, paid directly into the Plan on Employee's behalf. In addition, Employee shall match at a minimum the employer's contribution from their own wages to the Plan, subject to limitations and restrictions imposed by the Plan and applicable law.

5.5 Longevity Pay

Employees listed in this agreement who have achieved the following years of service shall receive the Longevity Pay Incentive applied to base pay as shown. Years of service only pertain to City of Clayton service time. Percentages are not cumulative.

- Five Years 2%
- Ten Years 3%
- Twenty Years 5%

ARTICLE 6: MEDICAL, DENTAL, AND LIFE/ACCIDENTAL DEATH DISMEMBERMENT INSURANCE

Section 6.1 City contribution to Medical and Dental Insurance Premiums

The maximum monthly City premium contribution for medical and/or dental insurance coverage for regular, full-time members of this Unit shall be paid by the City in accord with the following employee subscription enrollment schedule:

The City's maximum premium contribution to employee-enrolled medical and dental insurance coverage shall be as follows:

1. Medical Insurance (thru CalPERS' Public Employees' Medical and Hospital Care Act). The City's maximum monthly co-pay contribution specified below is benchmarked to the least costly medical insurance program offered between Blue Shield Net Value HMO or Kaiser Permanente plans. Should a member of this Unit elect to enroll in CalPERS medical insurance plan with a corresponding monthly premium higher than the least costly premium between the two medical plans listed above, the employee is responsible for 100% of the added premium cost above the least costly plan's premium for each of the enrollment options noted below:

- A. Employee Only enrollment: City Pays 100% of the selected Plan premium.
- B. Employee + 1 Dependent enrollment: City pays 100% of the selected Plan premium for the Employee Only and 50% of additional premium expense for the one (1) Dependent.
- C. Employee + Family enrollment: City pays 100% of the selected Plan premium for the Employee Only and 59.375% additional premium expense for the Family.

2. Dental Insurance (thru the Municipal Pooling Authority's Delta Dental Health Care Employees/Employers Dental Trust)

- A. Employee Only enrollment: City pays 100% of the Plan premium.

B. Employee + 1 Dependent enrollment: City pays 100% of the Plan premium for the Employee Only and 46.8% of additional premium expense for the one (1) Dependent.

C. Employee + Family enrollment: City pays 100% of the Plan premium for the Employee Only and 60.94% of additional premium expense for the Family.

Proration of the above City premium contributions for permanent part-time eligible employees shall be calculated and applied based on said employee's percentage of regularly-scheduled work hours as to regularly-scheduled forty (40) hours work week, (e.g., an employee scheduled to work 24 hours per week received sixty (60) percent of the City's premium contributions).

Section 6.2 Medical In-Lieu

Upon proof to the City Manager of medical coverage from another source, employees may elect to receive \$400.00 per month in lieu of the City's contribution to the employee's medical plan. An eligible employee will be paid on a pro rata basis.

Section 6.3 Life/Accidental Death/Dismemberment Insurance

The City will contract and pay the full premium to enroll each department full-time and part-time employee in a \$50,000 face amount life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

Section 6.3 Short Term and Long-Term Disability Insurance

The City shall continue to provide and pay for short term (STD) and long-term disability (LTD) insurance(s) at the benefit level in place in June 2025 on behalf of each employee of this unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

ARTICLE 7: EMPLOYEE RETIREMENT PENSION SYSTEM

The City is a member of the California Public Employees' Retirement System, hereinafter referred to as "CalPERS". All regular full-time and regular part-time employees of this Unit are required by contract and corresponding law to be participating members of this retirement system.

Section 7.1 Tier I "Classic" Existing Employees as of June 30, 2010

By contract, the City and its eligible employees of this Unit are members of the 2% at age 55 Miscellaneous Employees CalPERS retirement system. The City shall pay the entire required

Employer CalPERS rate and share for this Miscellaneous Retirement System and all increase in rate thereof during the term of this Agreement, including any

costs of administration. In addition, the City shall pay 100% of the current 7% Employee CalPERS fixed rate and share for member of this Miscellaneous Retirement System.

Section 7.2 Tier II Retirement System for "Classic" Employees

By contract, all regular full-time and regular part-time employees of this Unit hired on or after July 1, 2010 are required to be participating members in the California Public Employees' Retirement System ("CalPERS"). In addition, any new City employees hired after that date but deemed "Classic" CalPERS members due to enrollment and active participation in a CalPERS pension system through another CalPERS public agency, as defined by state law, shall become members of the City's Tier II CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 60" Miscellaneous Retirement System.

The City shall pay the entire required Employer CalPERS rate for this "2% at age 60" retirement system and all increases in the rate thereof, and the employee shall pay 100% of the entire required Employee CalPERS fixed rate. For purpose of calculating eligible retirement pension, the 2% at 60 Plan shall be the average of the highest 3 years of eligible compensation paid to the employee.

Section 7.3 Tier III Retirement System for New Members of this Unit

By contract, all regular full-time and regular part-time employees of this Unit hired on or after January 1, 2013, that are CalPERS "new" members as defined by statute shall become members of the City's Tier III CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 62" Miscellaneous Retirement System.

The City and employee enrolled in this CalPERS plan shall each pay fifty percent (50%) of the "normal cost rate", as defined in the Public Employees' Pension Reform Act (PEPRA), and as calculated by CalPERS. The "normal cost rate" is subject to annual change as ordered by CalPERS.

ARTICLE 8: HOLIDAYS AND LEAVES

Section 8.1 Eligibility for Paid Leave

Permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period will earn each paid leaves at a rate proportionate to their number of bi-weekly regularly scheduled work hours.

Section 8.2 Holiday Leave

Permanent regular employees of this Unit shall receive the following eleven (12) 8-hour days of paid holiday leave each calendar year:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Juneteenth	June 19
Independence Day	July 4
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day After Thanksgiving
December 24	
December 25	

Holidays falling on non-workdays will be observed on the nearest regular workday. Non-exempt employees must be in a paid status the day before or day following a paid holiday (or be on a pre-approved paid leave) in order to earn the paid holiday.

Staff shall receive eight (8) hours of paid leave on the above-mentioned holidays. Those staff working alternative work schedules may choose to utilize approved leave banks such as vacation, personal, or administrative leave, to cover the additional normal hours worked on that given day or work additional hours during that same week to equal the amount of leave that would otherwise be utilized. For example, if an employee works 4- 10 schedule, they would receive 8 hours of holiday pay on the above-mentioned holidays and could utilize 2 hours of leave on that day to make up the difference or work 2 additional hours that same week, either option will be allowed.

Section 8.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 8.2, all members of this Unit shall receive twenty-four (24) hours of paid Personal Leave in each fiscal year. Said leave hours will be credited on July 1st of each year and shall be taken at the employees' discretion, with the advance consent of their supervisor. If one's Personal Leave hours are not used or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited.

Permanent regular employees working less than a 40-hour work week shall receive paid Personal Leave hours on a pro-rata basis based on their number of regularly scheduled work hours per week. Unused Personal Leave is not compensable on separation of employment.

Section 8.4 Vacation Leave

- A. Permanent regular employees of this Unit shall be entitled to earn annual paid vacation leave with pay. Vacation leave credit for a 40-hour work week employee shall be accrued on the following basis:

Month 1 through Month 24:	6.67 hours per month
Month 25 through Month 48:	8.00 hours per month
Month 49 through Month 96:	10.00 hours per month
Month 97 through Month 180:	13.33 hours per month
Month 181 and thereafter:	16.67 hours per month

- B. Vacation leave credit for permanent regular employees working less than a 40-hour week shall be credited as in Section "A" above on a pro-rata basis based upon the number of hours regularly scheduled to work per week.
- C. Vacation leave may be used as earned, subject to the advance approval of one's department manager, based on staffing requirements.
- D. Vacation leave may only be used in increments of one-quarter (0.25) hour or more.
- E. Vacation leave may be accrued to a maximum number of hour's equivalent to twenty-four (24) times one's current monthly accrual rate.
- F. Upon leaving City employment, the employee will be paid for all accrued, unused vacation leave.
- G. An employee may elect once per fiscal year to convert accrued vacation leave hours into accrued sick hours before the end of the fiscal year at a conversion rate of one (1) hour of accrued vacation into one-half (0.50) hour of sick leave, provided the employee's accrued vacation leave balance exceeds their annual vacation accrual specified in sub-section "A" above at the time of conversion.
- H. An employee may elect to convert 40 hours of accrued vacation leave per calendar year in accordance with the "Leave Sell-Back" Administrative Policy. Election for participation in the program shall occur no later than 60 days prior to the start of the new calendar year. The cash-out period shall generally occur 12 months after the

election. At the time of cash out, the employees' vacation leave balance may not fall below 40 hours after participation in this program.

- I. The City Manager may assign FLSA Exempt classification an accrual rate commensurate with their experience, not to exceed the maximum accrual rate above.

Section 8.5 Sick Leave

- A. Paid sick leave is earned at the rate of eight (8) hours for each month worked. Permanent regular employees working less than a 40-hour work week shall earn paid sick leave hours on a pro-rata basis based on their number of hours regularly scheduled to work per week.
- B. Maximum accrual of sick leave is limited to nine-hundred sixty (960) hours of unused leave.
- C. Unused sick leave shall not be paid off in cash upon separation from City employment. The City contracts with CalPERS for retirement benefits and is subject to Section 20965 - Credit for Unused Sick Leave.
- D. Up to forty (40) hours of accrued sick leave may be used by an employee to attend a funeral of close family members (which means spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law), with the approval of the City Manager.
- E. Employees may use accrued sick leave for non-work-related disabilities or illnesses up to the effective or commencement date of short-term or long-term disability benefits or as otherwise required by law.
- F. A physician's report may be required by one's department manager for extended periods of sick leave usage by an employee in this Unit, or if in the determination of the City Manager, the employees exhibit greater than average, or unusual patterns or circumstances in their use of sick leave.
- G. Employees unable to return to work within six (6) months of the date of disability (whether work or non-work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state or federal law.
- H. Employees who have accumulated two-hundred forty hours or more of accrued sick leave may be credited, at the employee's written request, with two additional vacation leave hours for each consecutive three (3) month period in which no paid sick leave was used by the employee.

Section 8.6 Management Leave

In lieu of earning overtime or compensatory time off, FLSA Exempt managers (as designated by the City Manager) will be granted up to a maximum of one-hundred twenty (120) hours of paid management leave each fiscal year. The amount available to each management employee may vary, at the discretion of the City Manager.

Management leave hours will be credited to the designated manager's leave time account at the commencement of each fiscal year in the total number of hours granted by the City Manager to that employee. Management leave must be used within the fiscal year in which is earned, and unused leave has no cash value and will not be paid in cash or any other form of compensation upon separation from City employment.

ARTICLE 9: BILINGUAL PAY

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive bilingual pay of \$75.00 per month.

Designated Employees will be required to demonstrate conversational fluency in a language (e.g., Spanish) as determine by the City Manager based on community/public needs and organizational usage. The City may administer a competency test to certify fluency of the Employee in the designated language. Any such certification shall be a condition prior to Employee qualifying for monthly bilingual pay.

ARTICLE 10: TERM OF AGREEMENT

Except as indicated herein, this Agreement shall be effective commencing July 1, 2025, and continue to and through June 30, 2027.

IN WITNESS THEREOF, this agreement is entered into by the following authorized representative(s) on this 17 day of JUNE 2025, pursuant to the provision of CA Government Code Section 3500, et seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON UNDESIGNATED MANAGEMENT CITY EMPLOYEES (UNIT)

By: _____
Jennifer, Giantvalley, Unit Representative

CITY OF CLAYTON, CA (CITY)

By: _____
Mala Subramanian, City Attorney

BY: _____
Kris Lofthus, City Manager

City of Clayton Salary Schedule FY 2025-26

Admin/Finance								
City Manager	City Manager	Effective 7/1/2024	Monthly				\$ 20,000.00	\$ 20,833.33
			Hourly				\$ 115.38	\$ 120.19
			Annually				\$ 240,000.00	\$ 250,000.00
				A	B	C	D	E
Assistant CM/ Administrative Services Director	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 16,399.20	\$ 17,219.16	\$ 18,080.12	\$ 18,984.13	\$ 19,933.33
			Hourly	\$ 94.61	\$ 99.34	\$ 104.31	\$ 109.52	\$ 115.00
			Annually	\$ 196,790.43	\$ 206,629.95	\$ 216,961.45	\$ 227,809.52	\$ 239,200.00
Public Works Director/City Engineer	Miscellaneous City Employee	Effective 5/6/2025	Monthly	\$ 14,247.50	\$ 14,959.87	\$ 15,707.87	\$ 16,493.26	\$ 17,317.93
			Hourly	\$ 82.20	\$ 86.31	\$ 90.62	\$ 95.15	\$ 99.91
			Annually	\$ 170,970.00	\$ 179,518.50	\$ 188,494.42	\$ 197,919.14	\$ 207,815.10
City Clerk/Assistant to CM	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 9,384.49	\$ 9,853.71	\$ 10,346.40	\$ 10,863.72	\$ 11,406.90
			Hourly	\$ 54.14	\$ 56.85	\$ 57.39	\$ 62.68	\$ 65.81
			Annually	\$ 112,613.84	\$ 118,244.53	\$ 124,156.76	\$ 130,364.59	\$ 136,882.82
Management Analyst	Miscellaneous City Employee	Effective 1/21/2025	Monthly	\$7,583.17	\$7,962.33	\$8,360.44	\$8,778.46	\$9,217.39
			Hourly	\$43.75	\$45.94	\$48.23	\$50.64	\$53.18
			Annually	\$90,998.00	\$95,547.90	\$100,325.30	\$105,341.56	\$110,608.64
Accountant	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 7,262.78	\$ 7,625.92	\$ 8,007.21	\$ 8,407.57	\$ 8,827.95
			Hourly	\$ 41.90	\$ 44.00	\$ 46.20	\$ 48.51	\$ 50.93
			Annually	\$ 87,153.32	\$ 91,510.99	\$ 96,086.54	\$ 100,890.87	\$ 105,935.41
Administrative Clerk	Miscellaneous City Employee	Effective 1/21/2025	Monthly	\$4,548.36	\$4,775.78	\$5,014.57	\$5,265.29	\$5,528.56
			Hourly	\$26.24	\$27.55	\$28.93	\$30.38	\$31.90
			Annually	\$54,580.31	\$57,309.33	\$60,174.79	\$63,183.53	\$66,342.71
Community Services Leader		Effective 1/21/2025	Hourly (Part Time)	\$17.92	\$18.82	\$19.76	\$20.74	\$21.78
Maintenance				A	B	C	D	E
Maintenance Senior	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,746.26	\$ 6,033.58	\$ 6,335.26	\$ 6,652.02	\$ 6,984.62
			Hourly	\$ 33.15	\$ 34.81	\$ 36.55	\$ 38.38	\$ 40.30
			Annually	\$ 68,955.16	\$ 72,402.92	\$ 76,023.07	\$ 79,824.22	\$ 83,815.43
Maintenance Worker I	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 4,756.46	\$ 4,994.29	\$ 5,244.00	\$ 5,506.20	\$ 5,781.51
			Hourly	\$ 27.44	\$ 28.81	\$ 30.25	\$ 31.77	\$ 33.35
			Annually	\$ 57,077.55	\$ 59,931.42	\$ 62,927.99	\$ 66,074.39	\$ 69,378.11
Maintenance Worker II	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 4,756.46	\$ 4,994.29	\$ 5,244.00	\$ 5,506.20	\$ 5,781.51
			Hourly	\$ 27.44	\$ 28.81	\$ 30.25	\$ 31.77	\$ 33.35
			Annually	\$ 57,077.55	\$ 59,931.42	\$ 62,927.99	\$ 66,074.39	\$ 69,378.11
Seasonal Maintenance Worker - Temporary		Effective 7/15/2025	Hourly (Part Time)	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35
Planning				A	B	C	D	E
Senior Planner	Miscellaneous City Employee	Effective 1/21/2025	Monthly	\$9,001.75	\$9,451.84	\$9,924.43	\$10,420.65	\$10,941.68
			Hourly	\$51.93	\$54.53	\$57.26	\$60.12	\$63.13
			Annually	\$108,021.00	\$113,422.05	\$119,093.15	\$125,047.81	\$131,300.20
Community Development Technician	Miscellaneous City Employee	Effective 1/21/2025	Monthly	\$5,139.63	\$5,396.61	\$5,666.44	\$5,949.76	\$6,247.25
			Hourly	\$29.65	\$31.13	\$32.69	\$34.33	\$36.04
			Annually	\$61,675.53	\$64,759.31	\$67,997.27	\$71,397.14	\$74,966.99
Police				A	B	C	D	E
Chief of Police	Police Chief	Effective 2/18/25	Monthly	\$ 12,338.74	\$ 12,955.67	\$ 13,603.46	\$ 14,283.63	\$ 14,997.81
			Hourly	\$ 71.19	\$ 74.74	\$ 78.48	\$ 82.41	\$ 86.53
			Annually	\$ 148,064.84	\$ 155,468.08	\$ 163,241.49	\$ 171,403.56	\$ 179,973.74
Police Office Coordinator	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,387.25	\$ 5,656.61	\$ 5,939.44	\$ 6,236.41	\$ 6,548.23
			Hourly	\$ 31.08	\$ 32.63	\$ 34.27	\$ 35.98	\$ 37.78
			Annually	\$ 64,646.97	\$ 67,879.32	\$ 71,273.28	\$ 74,836.95	\$ 78,578.79
Police Administrative Clerk	Miscellaneous City Employee	Effective 1/21/2025	Monthly	\$4,584.13	\$4,813.33	\$5,054.00	\$5,306.70	\$5,572.04
			Hourly	\$26.45	\$27.77	\$29.16	\$30.62	\$32.15
			Annually	\$55,009.54	\$57,760.02	\$60,648.02	\$63,680.42	\$66,864.44
Police Officers	Police Officers' Association	Effective 7/1/2025	Monthly	\$ 7,969.16	\$ 8,367.61	\$ 8,785.99	\$ 9,225.29	\$ 9,686.56
			Hourly	\$ 45.98	\$ 48.27	\$ 50.69	\$ 53.22	\$ 55.88
			Annually	\$ 95,629.87	\$ 100,411.36	\$ 105,431.93	\$ 110,703.52	\$ 116,238.70
Police Sergeant	Police Officers' Association	Effective 7/1/2025	Monthly	\$ 9,363.48	\$ 9,831.66	\$ 10,323.24	\$ 10,839.40	\$ 11,381.37
			Hourly	\$ 54.02	\$ 56.72	\$ 59.56	\$ 62.54	\$ 65.66
			Annually	\$ 112,361.80	\$ 117,979.89	\$ 123,878.89	\$ 130,072.83	\$ 136,576.47

Adopted 6/17/25



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Adopt a Resolution Authorizing the Revised Job Descriptions for the Police Officer and Senior Maintenance Worker and Create a New Job Description and add to the Salary Schedule a Seasonal Maintenance Worker – Temporary Position

RECOMMENDATION

See Staff Report

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

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CEQA

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ATTACHMENTS

[Clayton Staff Report Create Maint Worker-Seasonal revise Police Officer and Sr Maint Worker Job Desc.pdf](#)

[Salary Schedule FY 2025 - 26.pdf](#)

[Police Officer 07 15 2025 FINAL.pdf](#)

[Senior Maintenance Worker 07 15 2025 FINAL.pdf](#)

[Seasonal Maintenance Worker - Temporary 7 15 2025 FINAL.pdf](#)



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Adopt a Resolution Authorizing the Revised Job Descriptions for the Police Officer and Senior Maintenance Worker and Create a New Job Description and add to the Salary Schedule a Seasonal Maintenance Worker – Temporary Position

RECOMMENDATION

Staff recommends that the City Council approve two Resolutions authorizing:

1. Updated job descriptions for the Police Officer and Senior Maintenance Worker.
2. Create a new job description and add to the Salary Schedule a Seasonal Maintenance Worker – Temporary position.

BACKGROUND

The City Council has previously established official job descriptions for both the Police Officer and Senior Maintenance Worker classifications. As outlined in the City's adopted Fiscal Year 2025–2026 Budget, there are currently four authorized Police Officer positions and two authorized Senior Maintenance Worker positions.

Although the classifications for Police Officer and Senior Maintenance Worker continue to serve the City's operational needs, the corresponding job descriptions are outdated and do not adequately capture the current scope of duties, qualifications, and expectations associated with these roles. As municipal functions evolve and regulatory requirements change, it is critical that job descriptions remain accurate, relevant, and aligned with the City's organizational objectives.

To maintain compliance with legal standards, reflect industry best practices, and support effective recruitment, evaluation, and supervision, City staff recommends a systematic and periodic review of all job classifications. As part of this ongoing effort, revised job descriptions for the Police Officer and Senior Maintenance Worker positions are now being proposed to better reflect the roles' modern-day responsibilities and ensure consistency with the City's operational framework.

In addition, the City has historically utilized interim external labor to fulfill the increased workload associated with the Seasonal Maintenance Worker – Temporary position duties, particularly during peak maintenance periods. While this approach has provided short-term flexibility, it presents challenges related to consistency, oversight, and integration with permanent City operations.

To address these concerns and enhance service delivery, City staff recommends transitioning this seasonal work to an in-house model by establishing a limited-term, Seasonal Maintenance Worker - Temporary position. Bringing this function under direct City supervision is expected to improve operational efficiency, ensure more consistent work quality, and reduce long-term reliance on external staffing agencies. This approach also aligns with the City's broader goals of workforce stability and service continuity.

DISCUSSION

The City is currently experiencing a vacancy in the Senior Maintenance Worker classification. Additionally, the eligibility list for the Police Officer position has recently expired, necessitating a new recruitment cycle. Recruitment for Police Officer positions is typically lengthy and complex, often requiring up to six months to complete due to required testing, background investigations, and conditional offers of employment. Therefore, it is critical to minimize any delays in the recruitment process to ensure the City remains competitive in attracting and retaining highly qualified candidates in a timely manner.

Historically, the City has relied on outside temporary staffing agencies to support the Seasonal Maintenance Worker - Temporary role during periods of increased maintenance activity. However, this arrangement has limited the City's ability to fully leverage the benefits of this position. As a result, staff is recommending that the Seasonal Maintenance Worker – Temporary role be converted into an in-house, limited-term position under direct City supervision.

This transition is expected to provide several key advantages, including:

- Have control of the hiring process, improved training and onboarding tailored to City standards.
- Greater consistency in performance and work quality.
- Expanded range of available duties, enhancing productivity, including driving city vehicles and using necessary equipment.
- Support for succession planning within the maintenance division.
- Faster responsiveness to emerging operational needs.
- Saves money allowing to hire more seasonal workers as needed.

By integrating this role into the City workforce, staff believes it will yield greater accountability, reliability, and long-term service benefits than the current outsourced model.

FISCAL IMPACTS

There are no Fiscal Impacts to any of the City's Funds.

ATTACHMENTS

Resolution

Salary Schedule FY 2025 - 26

Police Officer Job Description

Senior Maintenance Worker Job Description

Seasonal Maintenance Worker – Temporary Job Description

RESOLUTION NO. ##-2025

A RESOLUTION AUTHORIZING THE REVISED JOB DESCRIPTIONS FOR THE POLICE OFFICER AND SENIOR MAINTENANCE WORKER AND CREATE A NEW JOB DESCRIPTION, ADD THE POSITION TO THE CLASSIFICATION AND COMPENSATION PLAN, THE MASTER PAY SCHEDULE AND POSITION ALLOCATION TABLE FOR A SEASONAL MAINTENANCE WORKER – TEMPORARY

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

WHEREAS, The City has established Classification and Compensation Plans, a Master Pay Schedule and a Position Allocation Table detailing all job classifications, salary ranges and allocations of personnel; and

WHEREAS, The City has completed classification reviews to revise three current classes and related specifications; and

WHEREAS, The City desires to revise the classifications of Senior Maintenance Worker and Police Officer; and

WHEREAS, The City desires to create a new job description, add the position to the Classification and Compensation Plan, the Master Pay Schedule and Position Allocation Table for a Seasonal Maintenance Worker – Temporary; and

WHEREAS, The revision of these positions will provide additional means for accomplishment of the City's mission in an efficient and cost-effective manner; and

WHEREAS, The net fiscal impact of these changes will not require additional FY 2025-26 budget authority; and

WHEREAS, It is necessary to authorize the City Manager to amend the City's Classification and Compensation Plan effective July 16, 2025, to incorporate the above changes.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clayton does hereby approve the revised classifications of Senior Maintenance Worker and Police Officer and add a new position of Seasonal Maintenance Worker – Temporary and their related specifications and authorize the City Manager to amend the City's Classification and Compensation Plan, effective July 16, 2025, to incorporate the above changes.

PASSED, APPROVED, AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on July 15, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Kim Trupiano, Mayor

ATTEST:

Skyler Aitken, Acting City Clerk

City of Clayton Salary Schedule FY 2025-26

Admin/Finance								
City Manager	City Manager	Effective 7/1/2024	Monthly				\$ 20,000.00	\$ 20,833.33
			Hourly				\$ 115.38	\$ 120.19
			Annually				\$ 240,000.00	\$ 250,000.00
				A	B	C	D	E
Assistant CM/ Administrative Services Director	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 16,399.20	\$ 17,219.16	\$ 18,080.12	\$ 18,984.13	\$ 19,933.33
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			Annually	\$ 57,077.55	\$ 59,931.42	\$ 62,927.99	\$ 66,074.39	\$ 69,378.11
Seasonal Maintenance Worker - Temporary		Effective 7/15/2025	Hourly (Part Time)	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35
Planning				A	B	C	D	E
Senior Planner	Miscellaneous City Employee	Effective 1/21/2025	Monthly	\$9,001.75	\$9,451.84	\$9,924.43	\$10,420.65	\$10,941.68
			Hourly	\$51.93	\$54.53	\$57.26	\$60.12	\$63.13
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			Annually	\$61,675.53	\$64,759.31	\$67,997.27	\$71,397.14	\$74,966.99
Police				A	B	C	D	E
Chief of Police	Police Chief	Effective 2/18/25	Monthly	\$ 12,338.74	\$ 12,955.67	\$ 13,603.46	\$ 14,283.63	\$ 14,997.81
			Hourly	\$ 71.19	\$ 74.74	\$ 78.48	\$ 82.41	\$ 86.53
			Annually	\$ 148,064.84	\$ 155,468.08	\$ 163,241.49	\$ 171,403.56	\$ 179,973.74
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			Annually	\$ 95,629.87	\$ 100,411.36	\$ 105,431.93	\$ 110,703.52	\$ 116,238.70
Police Sergeant	Police Officers' Association	Effective 7/1/2025	Monthly	\$ 9,363.48	\$ 9,831.66	\$ 10,323.24	\$ 10,839.40	\$ 11,381.37
			Hourly	\$ 54.02	\$ 56.72	\$ 59.56	\$ 62.54	\$ 65.66
			Annually	\$ 112,361.80	\$ 117,979.89	\$ 123,878.89	\$ 130,072.83	\$ 136,576.47

Adopted 6/17/25



City of Clayton Class Specification
FLSA Status: Non-exempt
Date Revised: July 15, 2025

CLASS TITLE

POLICE OFFICER

DEFINITION

Under general supervision, performs a wide variety of patrol and related duties involving the prevention of crime, the protection of life and property and the enforcement of laws and ordinances; makes investigations, assists in the preparation of cases and testifies in court; serves in specialized departmental roles as assigned; provides information and assistance to the public; performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

This class receives general supervision from a Police Sergeant, Police Chief, or Police Chief designee, depending upon assignment. No direct supervision is exercised; however, direction may be provided to other officers and part-time Cadet, Reserve Officer or volunteer staff on a project or assignment basis as authorized by the Police Chief.

CLASS CHARACTERISTICS

This sworn, working-level law enforcement class performs all non-supervisory assignments found in a municipal police department. While incumbents are normally assigned to a specific geographic area for patrol or traffic enforcement, all functional areas of the law enforcement field, including investigation, are included due to the size and organization of the department. This class is distinguished from Police Sergeant in that the latter is the first supervisory level in this sworn class series.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

Patrol the City in a radio dispatched automobile, motorcycle, motorized vehicle, or on foot to secure life and property, observe situations and deter crime by providing high visibility.

Responds to emergency calls for service, disturbances, thefts, burglaries, vehicle accidents, domestic disputes, suspicious activities and other incidents to protect public safety and property, resolve problems, diffuse situations and enforce City, County and State laws and ordinances.

Secures crime scenes and preserves evidence; interviews suspects, victims and witnesses; collects and preserves evidence; performs complete investigations and/or cooperates with other law enforcement agencies providing investigative and case development support.

Make arrests and serves warrants and subpoenas; takes individuals into custody; transport them for medical clearance and/or booking at a longer-term facility, as required and transport and book arrestees at authorized detention facility.

Keep up to date on laws and procedures required for processing warrants; retrieve and request information involving arrests and subpoenas; file complaints and perform other work related to the processing of misdemeanor and felony complaints.

Assists the City Attorney or the District Attorney staff in preparing, documenting and developing cases and gathering information; testifies in court as required. Prepares reports; prepares and maintains logs, records and accurate files.

Provides information, directions and assistance to the public in a variety of situations; takes reports and assists the public with complaints or unusual situations.

Observes, monitors and controls routine and unusual traffic situations; stops and warns drivers or issues citations as appropriate; provides direction and traffic control in accident or incident situations, special events or other congested situations.

Develops and maintains effective working relationships with citizens and the general public regarding potential law enforcement problems.

Provides mutual aid to other law enforcement agencies as dispatched and in accordance with departmental policy.

Administer first aid as necessary.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Law enforcement principles, practices and techniques related to patrol, traffic enforcement, crime scene control and investigation, protection of life and property, pursuit, apprehension and transportation of suspects.
- Investigation and identification techniques and equipment.
- Rules of evidence regarding search and seizure and the preservation of evidence.
- Courtroom procedures and techniques for testifying.
- Applicable laws, codes, ordinances, court decisions and departmental rules and regulations.

- Safety practices and equipment related to the work, including the safe use and proper care of firearms, chemical agencies and impact weapons.
- Computer applications related to the work.
- First Aid techniques and CPR.
- Techniques for communication with, in English, dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone, often when relations may be confrontational or stressed.

Ability to:

- Observing accurately, recalling faces, names, descriptive characteristics, facts of incidents and places.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Preparing clear, accurate and grammatically correct reports, records and other written materials.
- Making sound, independent decisions in emergency situations.
- Identifying and being responsive to community issues, concerns and needs.
- Operating the equipment of the department in a safe and responsible manner.
- Coordinating and carrying out special assignments.
- Operating a motor vehicle in a safe manner under patrol and emergency conditions.
- Monitoring changes in laws and court decisions and applying them in work situations.
- Entering information into a computer with sufficient speed and accuracy to perform the work.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Minimum Qualifications

Education and Experience: A high school graduate, passed the General Education Development test or other high school equivalency test approved by CDE, or have attained a two-year, four-year, or advanced degree from an accredited or approved institution. Graduation from a California POST approved police academy or possession of a valid POST Basic Course Waiver. Incumbents must meet criteria mandated by the California Peace Officer Standards and Training Commission (POST) and California Government Code Section 1031. Graduation from a California POST approved police academy or possession of a valid POST Basic Course Waiver. Incumbents must meet criteria mandated by the California Peace Officer Standards and Training Commission (POST) and California Government Code Section 1031.

Other Requirements, Licenses, and Certifications: Must be at least 21 years of age. Possession of a valid California driver's license issued by the State Department of Motor Vehicles and a satisfactory driving record. Must pass a medical examination, drug screen, polygraph examination, and a psychological and background investigation. Free of any felony convictions under California Government Code Section 1029. Incumbents must maintain

firearms qualification and minimum standards as set by California State Commission on Peace Officer Standards and Training (P.O.S.T.).

Working Conditions: Works inside and outside. Must be willing to work overtime, extended shifts, evening, night, weekend, and holiday shifts. May be called back in emergency situations and work with exposure to difficult circumstances, including exposure to dangerous situations, hazardous situations and all-weather conditions. May travel to sites outside of the City.

Physical Demands: Maintain good physical health, endurance, agility, and meet POST physical standards to respond to emergency situations and apprehend suspects. Ability to work in a standard office setting and to operate a motor vehicle; vision to maintain firearms qualification, to read printed materials and a computer screen, discern colors and work in a night setting; and hearing and speech to communicate in person, before groups and over the telephone and radio.



City of Clayton Class Specification
FLSA Status: Non-Exempt
Date Revised: July 15, 2025

CLASS TITLE

SENIOR MAINTENANCE WORKER

DEFINITION

To lead, review and participate in the work of maintenance staff of semi-skilled labor in the construction, maintenance and repair of City streets, parks, buildings and other facilities.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Public Works Director/City Engineer. Exercises functional and technical supervision over Maintenance Worker I and II staff, including temporary/seasonal and contract labor crew(s).

CLASS CHARACTERISTICS

The Senior Maintenance Worker is a management-level classification with responsibility for all divisions of maintenance within the City. The incumbent exercises a considerable degree of independence and judgment in establishing priorities and carrying out activities consistent with City policy, goals, and objectives. Technical expertise to perform periodic maintenance functions supporting field staff is required.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all of the duties listed, nor do the listed examples include all tasks that may be performed by positions in this class.

- Assign, lead and review the work of maintenance staff; participate in the most complex activities of the work unit; train and participate in the evaluation of assigned staff.
- Patrol City areas to identify maintenance and repair needs.
- Perform park maintenance duties; water, mow, weed, trim and fertilize lawns; plant, water and maintain landscaped areas consisting of bushes, trees, flowers and shrubs; trim and prune bushes, trees and shrubs.
- Safely apply herbicides, fungicides and pesticides; maintain records of fertilizers and chemicals used.
- Conducts safety training programs.

- Perform duties in the maintenance and repair of the City's irrigation system; change and adjust heads; maintain controllers.
- Shovel and spread asphalt and asphalt base in patching, repairing and reconstructing streets.
- Paint and stripe City streets and curbs as well as install City signposts and signs; clean and sandblast concrete and asphalt surfaces for painting; mix and apply paints and epoxy.
- Install street barricades and cones prior to the performance of construction and repair activities; direct and control traffic around work sites.
- Operate maintenance and construction equipment such as dump trucks and power tools such as jack hammers, compressors, mowers, edgers and blowers; perform routine maintenance and repairs on assigned equipment and vehicles.
- Respond to requests and inquiries from the general public.
- Identify equipment needs for each assigned project and maintain a proper inventory of supplies and materials; maintain time and material use records.
- Utilize proper safety precautions related to all work performed.
- Oversee and administer special projects within the division as required.
- Perform line-level maintenance and repair when needed.
- Perform related duties as assigned.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey the qualifications of incumbents in the position.

Knowledge of:

- Principles of lead supervision and training.
- Uses and purposes of general construction and maintenance tools and equipment as utilized in the assigned area of work.
- Methods, techniques and procedures related to parks and street maintenance.
- Hazards that are associated with work and proper safety precautions.
- Traffic laws, ordinances and rules involved in truck and heavy equipment.
- Purposes and uses of vehicles, equipment, power tools and hand tools including motorized, pneumatic and hydraulic equipment.
- Techniques and methods of irrigation system installation and maintenance.
- Safe work practices.
- Principles, practices, and techniques of project management.
- Principles and practices of procedure development and implementation.
- Techniques for providing effective customer service to the public and City staff, in person and over various communication mediums.
- The structure and content of the English language, including the meaning of words, spelling and grammar.

Ability to:

- Train, supervise and assist in the evaluation of assigned staff.
- Perform semi-skilled tasks in construction and maintenance activities.
- Operate all vehicles and equipment used in connection with assigned work in a safe and effective manner.
- Read and interpret basic maps and blueprints.
- Assist in the training and supervision of others and in the safe operation of equipment.
- Work safely and adhere to principles of safety when working near traffic or in other environments.
- Establish effective working relationships with those contacted in the course of work.
- Analyze and evaluate new and existing programs, policies, procedures, and methods; make recommendations and implement changes as appropriate.
- Make recommendations for the improvement of efficiency and effectiveness of division activities.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform maintenance division work tasks.
- Understand, interpret, and apply pertinent laws, codes, regulations, policies, procedures, and standards relevant to work performed.
- Independently organize work, set priorities, meet deadlines, and follow-up on assignments.
- Communicate effectively, both orally and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

High school diploma or equivalent.

and

Two (2) years of increasingly responsible experience in maintenance, three (3) years of which were in a supervisory role. Municipal government experience preferred.

Licenses and Certifications:

Must possess and maintain a valid California Class C driver license and satisfactory driving record. Equipment specific licenses and certifications as required by regulation or City need.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

- Mobility to work in a standard office setting and in the field, using standard office and field equipment, including a computer.

- Sit at a desk and in meetings on a continuous basis for long periods of time.
- Sit in and drive work vehicles frequently.
- Occasionally stand and walk between work areas and in the field.
- Finger dexterity and strength is needed to access, enter, and retrieve data using a computer keyboard and to operate and grasp tools and equipment.
- Perform repetitive keystrokes on a computer keyboard.
- Perform simple gripping, grasping, and fine manipulation to write, use a computer mouse, and operate office equipment.
- Normal color vision to read printed materials, identify maintenance parts and systems as well as operate computers and software effectively.
- Normal hearing and speech to communicate in person and over the phone.
- Lift, carry, push, and pull materials and objects weighing up to 25 pounds.
- Occasionally bend, stoop, kneel, reach, twist, turn, push, and pull to use equipment or traverse field terrain.

ENVIRONMENTAL AND WORKING CONDITIONS

These described work environment characteristics are representative of those an employee encounters while performing the essential functions of this job:

- Work is performed in both indoor and outdoor environments with moderate noise levels.
- Work is occasionally performed in an office environment with controlled temperature conditions and natural and florescent lighting at a desk and in front of a computer.
- Work is frequently performed outdoors in an environment of constant noise around machinery with moving parts, in varying weather conditions and on various terrains.
- Occasional exposure to smoke, fumes, gas dust, allergens, grease, oil, pesticides, chemicals and electrical energy.
- Occasionally subject to vibration while operating equipment.
- Work is occasionally disrupted by the need to respond to in-person and phone inquiries.

ADDITIONAL REQUIREMENTS

Must respond to emergency situations and certain activities or meetings during off-hours and on regular days off as necessary.

Positions in this classification require at least the following pre-employment screening measures before an offer of employment can be made:

- Background screening (Livescan)



City of Clayton Class Specification
FLSA Status: Non-exempt
Date Revised: July 15, 2025

CLASS TITLE

SEASONAL MAINTENANCE WORKER - TEMPORARY

DEFINITION

Under general supervision, performs a full array of routine and complex tasks or duties, including semi-skilled to skilled work in facilities, parks, streets and storm drains; performs related work as required. Seasonal Maintenance Worker - Temporary employees may be assigned to any maintenance division within Public Works.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Senior Maintenance Worker or a Maintenance Worker I/II.

DISTINGUISHING CHARACTERISTICS

This is the Seasonal entry level class in the Maintenance Worker series. This class is distinguished from Maintenance Worker I due to the limited hours this classification can work in a fiscal year. Employees at this level are not expected to perform with the same independence and judgment on matters related to established procedures and guidelines as full-time employees. Employees work under immediate supervision while learning job tasks.

EXAMPLES OF TYPICAL JOB FUNCTIONS

Class specifications are intended to present examples of the duties performed by employees in the classification. Any one position may not include all the duties listed depending on assignment, nor do the listed examples include all tasks that may be performed by positions in this class.

- Perform general carpentry, painting, plumbing and electrical work as needed.
- Repair and replace street surfaces, sidewalks, curbs, and gutters including backfilling trenches and evacuations.
- Perform the maintenance, repair, construction, and installation work of streets, storm drains, parking lots, streetlights, traffic striping, and traffic control signs and signals.
- Perform repaving, patching, overlaying, chuck hole, and crack sealing repair of asphalt.
- Inspect park grounds, structures, medians and related facilities for safety, appearance, and vandalism; remove graffiti from park surfaces.

- Clean and clear park grounds, facilities, structures and playing fields of debris and potentially dangerous conditions; set-up for special events.
- Plant, mow, prune, and maintain turf, trees, shrubs, and plants; clear sites of weeds.
- Apply pesticide, herbicide, and other pest management treatments.
- Install, maintain and repair plumbing, including systems and fixtures such as faucets, drinking fountains, water heaters, water closets, urinals, water regulators, pressure valves and landscape irrigation.
- Install and repair door lock sets; rekey locks and padlocks; cut keys.
- Perform painting work; prepare and paint or stain interiors, exteriors, and furniture of various materials.
- Prepare facilities for rental events; setting up tables and chairs, providing clean up services as well.
- Perform masonry, welding, flooring, and other repair work on building and furniture.
- Make minor adjustments to service equipment; maintain tools and equipment in working order.
- Operate a variety of motorized and specialized maintenance equipment including heavy equipment as needed.
- Clean and maintain equipment and tools to ensure they remain in safe and proper operating condition.
- Remove hazards from the roadway and other public rights of way.
- Follow prescribed safety procedures and comply with State and federal laws regulating hazardous materials handling, hazardous waste management, and proper disposal methods.
- Maintain logs of daily activities.
- Establish positive working relationships with City staff and the public.
- Perform related duties as assigned.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

QUALIFICATIONS

The requirements listed below are representative of the minimum qualifications for entry into the classification and do not necessarily convey all qualifications of incumbents in the position.

Knowledge of:

- Modern practices, techniques and materials used in maintenance, construction, mechanics and repair of streets, storm drains, parks, facilities, and other grounds.
- Traffic control methods and regulations.
- Practices, procedures and materials used in park and landscape maintenance including weed and pest abatement.
- The repair and maintenance of pumps and valves.
- City street system repair and maintenance.
- Safety requirements for the operation of vehicles and maintenance equipment.
- Safe and efficient work practices and occupational hazards, including City, State and federal regulations.

- Basic principles of mathematics, reading, writing and recordkeeping.

Ability to:

- Perform a variety of skilled and semi-skilled tasks in construction, maintenance and repair of City streets, storm drains, buildings, parks and related facilities and equipment.
- Work with a variety of tools related to public works maintenance.
- Safely operate related maintenance equipment.
- Adhere to all safety practices in the workplace.
- Perform heavy manual labor.
- Work outdoors in various weather, in and around traffic for long periods.
- Understand and follow oral and written instructions.
- Work independently and part of a team.
- Establish and maintain effective working relationships.
- Follow written and oral directions.
- Communicate clearly and concisely.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Seasonal Maintenance Worker - Temporary:

High school diploma or equivalent.

and

One (1) year of experience in construction, maintenance or landscape work is desirable.

Licenses and Certifications:

Must possess and maintain a valid California Class C driver license and satisfactory driving record. Equipment specific licenses and certifications as required by regulation or City need.

PHYSICAL DEMANDS

These physical demands may be performed with or without reasonable accommodation:

- Mobility to work continuously in a field environment.
- Walk, stand, and sit for prolonged periods of time.
- Frequently stoop, bend, kneel, crouch, squat, crawl, climb, reach, twist, grasp, and make repetitive hand movements in the performance of daily duties.
- Climb unusual heights over 10 feet and descend on ladders.
- Lift carry, push and/or pull moderate to heavy amounts of weight over 25 pounds.
- Operate assigned equipment vehicles frequently.

- Verbally communicate to exchange information.
- See in the normal visual range and hear in the normal audio range with or without correction.

ENVIRONMENTAL AND WORKING CONDITIONS

These described work environment characteristics are representative of those an employee encounters while performing the essential functions of this job:

- Work is primarily performed in an outdoor field environment, traveling site to site.
- Exposure to moderate and loud noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical, chemical, and electrical hazards, and all types of weather and temperature conditions as well as hazardous traffic conditions.
- Work in or around water, on various types of surfaces including slippery or uneven surfaces and rough terrain.
- Work at heights, in confined spaces, and below ground level.
- Occasionally subject to vibration while operating equipment.

ADDITIONAL REQUIREMENTS

Positions in this classification require at least the following pre-employment screening measures before an offer of employment can be made:

- Background screening (Livescan)



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Adopt a Resolution to Establish an Appropriation Limit for Fiscal Year 2025-26

RECOMMENDATION

See Staff Report

BACKGROUND

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DISCUSSION

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FISCAL IMPACTS

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CEQA

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ATTACHMENTS

[Clayton Staff Report Appropriations Limit 07 15 2025.pdf](#)



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Regina Rubier, Assistant City Manager

DATE: July 15, 2025

SUBJECT: Establish Appropriations Limit for Fiscal Year 2025 - 26

RECOMMENDATION

Establish the appropriations limit applicable to the City of Clayton (City) during Fiscal Year (FY) 2025-26 as \$15,548,192.

BACKGROUND

The City Council established the City's FY 2024-25 appropriations limit of \$ \$14,632,351 on July 16, 2024, by Resolution 34-2024.

DISCUSSION

Article XIII B of the California Constitution and Sections 7902(b) and 7910 of the Government Code require that each local agency subject thereto establish by resolution the applicable appropriations limit for each Fiscal Year. Appropriations limits are determined by applying factors issued by the California Department of Finance reflecting changes to per capita personal income state-wide and changes to the population of each jurisdiction. Using the Department of Finance's published data for 2025-26, Staff has calculated the District's limit for FY 2025-26 to be \$15,548,192.

The calculations, using the applicable California Department of Finance factors, have been made available for public inspection through the Notice of Determination of Appropriations Limit for Fiscal Year 2025-26 Attachment A), which was posted at the City Hall on June 26, 2025 (more than the fifteen days prior to this July 15, 2025, Council meeting, as required by law). Establishment of the Appropriations Limit has no impact on the City's budget because this authorization simply establishes the amount of its existing appropriations the City may

expend. Importantly, it does not increase taxes or other costs paid by City residents or property owners; rather, it allows the City to make full use of the revenues it already receives.

FISCAL IMPACTS

There are no Fiscal Impacts to any of the City's Funds.

ATTACHMENTS

Attachment A: Notice
Resolution

ATTACHMENT A

CITY OF CLAYTON

NOTICE OF DETERMINATION OF APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26

State law (Section 7910 of the Government Code) requires each local government agency to determine during each fiscal year the appropriations limit pursuant to Article XIII B of the California Constitution applicable during the following fiscal year. The limit must be adopted at a regularly scheduled meeting or a noticed special meeting and the documentation used in determining the limit must be made available for public review fifteen days prior to such meeting.

Set out below is the methodology proposed to be used to calculate the Fiscal Year 2025-26 appropriations limit for the City. The limit as set forth below will be considered and adopted at the meeting of the City Council Meeting on July 15, 2025.

City of Clayton Appropriations Limit FY 2025 - 26

FY 2024 -25 Appropriations Limit: **\$ 14,632,351**

A. Change in California Per Capita Cost of Living
(Converted to a Ratio) 1.06440

B. Greater of the Change in Population (Converted to a Ratio)
(Converted to a Ratio)

City of Clayton (-0.0458%)	0.99954	
County of Contra Costa (-0.17%)	0.99830	<u>0.99830</u>

Compound Adjustment Factor (A multiplied by B) 1.06259

FY 2025 - 26 Appropriations Limit: **15,548,192**

Estimated Appropriations Subject to Limit: **6,238,085**
40.1%

Available Annual Tax Gap: **\$ 9,310,107**

Dated: June 26, 2025

RESOLUTION NO. ##-2025

**A RESOLUTION ESTABLISHING THE APPROPRIATIONS LIMIT APPLICABLE TO
THE CITY OF CLAYTON DURING FISCAL YEAR 2025-26**

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

WHEREAS, by Resolution No. 34-2024, enacted on June 20, 2024, the City of Clayton (City) established an appropriations limit applicable to the City during the Fiscal Year (FY) 2024-25 in the amount of \$14,632,351; and

WHEREAS, Article XIIIB of the California Constitution and Sections 7902 (b) and 7910 of the Government Code require that each local agency subject thereto establish by resolution the applicable appropriations limit for each Fiscal Year by applying to the limit for the previous Fiscal Year the factors, as issued by the California Department of Finance reflecting changes in the California per capita personal income and in the local agency's population; and,

WHEREAS, the calculations showing the application of those factors have been forwarded to the City Council for review and have been made available for public inspection at least 15 days prior to the date hereof; and

WHEREAS, the applicable factors for FY 2025-26 are as follows: (1) the change in the California per capita personal income was 6.44% and (2) the change in population for the City of Clayton and Contra Costa County from January 2024 to January 2025 was 0.99830%.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clayton that the appropriations limit for Fiscal Year 2025-26 is hereby established as \$15,548,192.

PASSED, APPROVED, AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on July 15, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Kim Trupiano, Mayor

ATTEST:

Skyler Aitken, Acting City Clerk