



**CLAYTON CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, NOVEMBER 18, 2025  
7:00 PM**

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

*Kim Trupiano, Mayor*

*Jeff Wan, Vice Mayor  
Holly Tillman, Councilmember*

*Jim Diaz, Councilmember  
Richard G Enea, Councilmember*

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- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. 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.*

**4. CONSENT CALENDAR**

- (a) Approve October 21, 2025 Minutes  
[\(View\)](#)
- (b) Approve and Submit Letter of Support for Mt. Diablo Unified School District's (MDUSD) CEC GFO-25-301 (EPIC) DRIVES Grant Application, including School Bus Charging Infrastructure Storage and Solar Microgrid integration  
[\(View\)](#)

- (c) Consider Adopting Resolution 43-2025 of the City of Clayton Reappointing Eric Hinzel as Representative to the Contra Costa Mosquito and Vector Control District  
[\(View\)](#)

## 5. RECOGNITIONS AND PRESENTATIONS

- (a) Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Responsibility"  
[\(View\)](#)
- (b) Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Respect"  
[\(View\)](#)
- (c) Presentation Certificate for Unsung Hero for the Month of October 2025, Clayton Valley Village  
[\(View\)](#)
- (d) Presentation Regarding Military Equipment Use in Accordance with Ordinance No. 495, AB 481, and Clayton Police Department Military Equipment Use Policy Pertaining to the 2026 California State Homeland Security Grant Program – Consideration of Unmanned Aircraft System (UAS) Equipment  
[\(View\)](#)

## 6. REPORTS

- (a) City Manager's Report  
[\(View\)](#)
- (b) City Council/Committees Reports  
[\(View\)](#)

## 7. PUBLIC HEARINGS

*No Items scheduled.*

## 8. ACTION ITEMS

- (a) Consider Adopting Resolution 44-2025 Approving the Reclassification of the Job Description of Public Works Director/City Engineer to Public Works Director, Resolution 45-2025 Amending the Management Memorandum of Understanding (MOU) related to the Public Works Director, and Resolution 46-2025 Amending Clayton's Salary Schedule Effective November 18, 2025 to include the Public Works Director, in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule  
[\(View\)](#)

- (b) Approve and Authorize the City Manager to Execute a Professional Services Agreement with Civic Plus for website American Disabilities Act (ADA) compliance and redesign, 311 support, online facility rentals, permit and form handling, Public Records Act Request tracking, agenda management, and video streaming for City meetings for a Total Contract Authorization Not to Exceed of \$165,000 over two years.  
[\(View\)](#)
- (c) Consider Selecting a Holiday Banner with Alternative Versions of the City of Clayton Logo  
[\(View\)](#)
- (d) Discussion of Current and Ongoing Goal for Pavement Condition Index (PCI) and Additional Road Maintenance Funding Options  
[\(View\)](#)
- (e) Consider Receiving Reports on the FY2024-25 Year End Budget Status and the FY2025-26 First Quarter Budget Status as well as Consider Adopting Resolution 47-2025 of the City of Clayton Approving FY2025-26 Budget Revisions  
[\(View\)](#)

**9. ADJOURNMENT**

*The next regularly scheduled meeting of the City Council will be December 2, 2025. For meeting information and materials, please visit the City's website at [www.claytonca.gov](http://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](http://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](http://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](http://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](mailto:cityclerk@claytonca.gov) by 12:00 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:** CLAYTON CITY COUNCIL  
**FROM:** Leticia Miguel, City Clerk  
**DATE:** November 18, 2025  
**SUBJECT:** Approve October 21, 2025 Minutes

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## **RECOMMENDATION**

Approve by Minute Order

## **BACKGROUND**

Does not apply to this item.

## **FISCAL IMPACT**

No fiscal impact associated with this agenda item.

## **ATTACHMENTS**

[Att A - DRAFT\\_CC\\_MIN\\_2025-10-21.pdf](#)



**MEETING MINUTES - DRAFT  
REGULAR MEETING  
CLAYTON CITY COUNCIL**

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**Tuesday, October 21, 2025**

**7:00 PM**

\*Indicates the item was discussed out of agenda order

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 7:00 PM by Mayor Kim Trupiano at Hoyer Hall, in the Clayton Community Library, 6125 Clayton Road, Clayton, California

**ROLL CALL**

**Present: 5** Councilmember Jim Diaz, Councilmember Richard Enea, Councilmember Holly Tillman, Vice Mayor Jeff Wan, and Mayor Kim Trupiano

**Staff Present:**

City Manager, Kris Lofthus  
Administrative Services Director, Dennis Bozanich  
City Attorney, Mala Subramanian  
Police Chief, Jeremy Crone  
City Clerk, Leticia I. Miguel

**2. PLEDGE OF ALLEGIANCE**

Mayor Trupiano led the Pledge of Allegiance.

Mayor Trupiano announced revisions to the agenda order and outlined the updated sequence in which items would be addressed.

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

Public Comment was received by Sofia Kleeman Mendoza

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**4. CONSENT CALENDAR**

No public comment was received.

*A motion was made by Councilmember Tillman, seconded by Vice-Mayor Wan, and approved by a vote of those present to adopt all items in the Consent Calendar.*

*The motion passed as follows:*

*Aye: 5 – Diaz, Enea, Tillman, Wan, and Trupiano*

- (a) Approve September 16, 2025 Minutes

Approved as Submitted on the Consent Calendar.

- (b) Consider Adopting Resolution 36-2025 of the City Council of the City of Clayton Amending the Effective Hours for Non-turn Signs near Mount Diablo Elementary School.

*Adopted with Modifications. Enactment No. RES 36-2025*

- (c) Consider Adopting Resolution 37-2025 of the City Council of the City of Clayton to Adopt 2024 Contra Costa County Local Hazard Mitigation Plan - City of Clayton Annex

*Adopted. Enactment No. RES 37-2025*

- (d) Consider Adopting Resolution 38-2025 of the City Council of the City of Clayton Appointing Both a Board Member and an Alternative Board Member to the Municipal Pooling Authority of Northern California Board of Directors

*Adopted. Enactment No. RES 38-2025*

- (e) Receive the Proposed Fiscal Year 2025-26 Budget and Finance Calendar

Received and Filed.

- (f) Report on the Annual Update of the Master Fee Schedule and Improvement Plan

Received and Filed.

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## **5. RECOGNITIONS AND PRESENTATIONS**

- (a) Presentation Certificate for Unsung Hero for the Month of September 2025, Dan Sullivan and Richard Nelson

*No public comment was received.*

Presented.

- (b) Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Inclusion"

*No public comment was received.*

Presented.

- (c) Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Courage"

*No public comment was received.*

Presented.

## **6. REPORTS**

- (a) City Manager's Report

*No public comment was received.*

*City Manager Lofthus made the following announcements:*

- *The November 4th City Council meeting will be cancelled; the next meeting will be held on November 18, 2025.*
- *The City will be hosting a State of the City on Wednesday, November 5, 2025.*
- *In observance of Veterans Day, Monday, November 11, 2025, all city Administration Offices and lobby will be closed and will resume regular hours on Wednesday, November 12, 2025.*
- *Provided updates on Maintenance Department activities, including sidewalks medians cleanups.*

- (b) City Council/Committees Report

*No public comment was received.*

*City Council reports were included in the agenda packet.*

## **7. PUBLIC HEARINGS**

No items scheduled.

## **8. ACTION ITEMS**

- (a) Consider Adopting Resolution 39-2025 Approving the Job Description of Community Services Coordinator, Resolution 40-2025 Amending the Miscellaneous Memorandum of Understanding (MOU) related to the Community Services Coordinator, and Resolution 41-2025 Amending Clayton's Salary Schedule Effective October 21, 2025 to include the Community Services Coordinator, in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule

*City Manager Kris Lofthus, presented the item to the City Council and responded to questions.*

*No public comment was received.*

*A motion was made by Vice Mayor Wan, seconded by Councilmember Diaz to approved this Resolution.*

*The motion carried by the following vote:*

*Aye: 5 – Diaz, Enea, Tillman, Wan, and Trupiano*

*Adopted. Enactment No. RES 39-2025*

- (b) Receive a Report and Provide Direction to Staff on Future Revenue Options – Financial and Service Needs Impacting the City’s Long-Term Budget Deficit - Part Three

*Administrative Services Director, Dennis Bozanich, presented the item to the City Council and responded to questions.*

*No public comment was received.*

*Received and Filed.*

- (c) Consider Adopting Resolution 42-2025 Approving the Selected Updated City of Clayton Logo

*City Manager Kris Lofthus, presented the item to the City Council and responded to questions.*

*No public comment was received.*

*Item was carried forward for additional discussion to November 18, 2025.*

## **9. ADJOURNMENT**

Mayor Trupiano adjourned the meeting at 9:26 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:** CLAYTON CITY COUNCIL

**FROM:** Leticia Miguel, City Clerk

**DATE:** November 18, 2025

**SUBJECT:** Approve and Submit Letter of Support for Mt. Diablo Unified School District's (MDUSD) CEC GFO-25-301 (EPIC) DRIVES Grant Application, including School Bus Charging Infrastructure Storage and Solar Microgrid integration

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## **RECOMMENDATION**

Approve and submit a letter of Support for Mt. Diablo USD's CEC GFO-25-301 (EPIC) DRIVES Grant Application, including School Bus Charging Infrastructure Storage and Solar Microgrid integration.

## **BACKGROUND**

On November 6, 2025. The Grant Administrator for Mt. Diablo Unified School District (MDUSD) requested each city provide a letter of support of Mt. Diablo Unified School District's (MDUSD) grant application for the California Energy Commission GFO-25-301 (EPIC) DRIVES grant. MDUSD has demonstrated community leadership in reducing its fleet air-emissions by introducing nineteen (19) electric school buses to replace diesel school buses from 2020-2023.

MDUSD serves nearly 30,000 students at over 50 schools in the communities of Concord, Pleasant Hill, Clayton, Bay Point, Pittsburg, and parts of Walnut Creek, Martinez, and Lafayette. MDUSD is committed to ensuring high-quality education for all students and providing innovative programs that prepare them for success in college, career, and life.

MDUSD's has a limited-time opportunity to bring an additional ~\$2,600,000 grant funding to MDUSD for additional EV School Bus Charging Infrastructure, Battery Storage, and Solar Microgrid. From the California Energy Commission.

MDUSD's current plans to introduce an additional twenty-four (24) electric school buses over the next four years, from 2025-2029, underscores its unwavering commitment to reducing community air-emissions. In order to accomplish this, it needs the CEC innovation funding support to round out its Level-3 charging infrastructure depot, and to integrate a solar microgrid energy storage system, putting in place adequate vehicle charging resources, automated utility demand-response assets, charge- and fleet- management software, and a robust reporting system, to meet its current and future needs.

**CONCLUSION**

Staff recommends support of this endeavor and respectfully requests the council approve the letter of support, and direct staff to submit the letter of support on behalf of the City of Clayton.

**CEQA**

CEQA: This proposed action is not a project as defined by CEQA.

**FISCAL IMPACT**

No fiscal impact associated with this agenda item.

**ATTACHMENTS**

[Att A - Draft Letter of Support for Mt. Diablo USD's CEC GFO-25-301 EPIC DRIVES Grant Application.](#)



6000 HERITAGE TRAIL CLAYTON, CALIFORNIA 94517  
Telephone: (925) 673-7300

City Council  
Kim Trupiano, MAYOR  
Jeff Wan, VICE MAYOR  
Jim Diaz, COUNCILMEMBER  
Holly Tillman, COUNCILMEMBER  
Richard Enea, COUNCILMEMBER

November 18, 2025

Melanie Koslow  
Executive Director, Maintenance, Operations and Facilities  
Mt. Diablo Unified School District  
1936 Carlotta Dr  
Concord, CA 94519

Re: Letter of Support for Mt. Diablo USD's CEC GFO-25-301 (EPIC) DRIVES Grant Application, including School Bus Charging Infrastructure Storage + Solar Microgrid integration.

Dear Ms. Koslow:

We are writing in support of Mt. Diablo Unified School District's (MDUSD) grant application for the California Energy Commission GFO-25-301 (EPIC) DRIVES grant. MDUSD has demonstrated community leadership in reducing its fleet air-emissions by introducing nineteen (19) electric school buses to replace diesel school buses from 2020-2023.

MDUSD's current plans to introduce an additional twenty-four (24) electric school buses over the next four years, from 2025-2029, underscores its unwavering commitment to reducing community air-emissions. In order to accomplish this, it needs the CEC innovation funding support to round out its Level-3 charging infrastructure depot, and to integrate a solar microgrid energy storage system, putting in place adequate vehicle charging resources, automated utility demand-response assets, charge- and fleet- management software, and a robust reporting system, to meet its current and future needs.

We urge the California Energy Commission to support MDUSD, and the communities it serves.

Sincerely yours,

Kim Trupiano  
Mayor

Do the Right Thing  
Integrity – Responsibility – Inclusion – Courage – Kindness – Self-Discipline – Respect  
Because It's The Right thing to Do!



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Leticia Miguel, City Clerk

**DATE:** November 18, 2025

**SUBJECT:** Consider Adopting Resolution 43-2025 of the City of Clayton Reappointing Eric Hinzel as Representative to the Contra Costa Mosquito and Vector Control District

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## **RECOMMENDATION**

Staff recommends the reappointment of Eric Hinzel to the Contra Costa Mosquito and Vector Control District for a term beginning December 31, 2025 and ending December 31, 2029.

## **BACKGROUND**

On September 18, 2025, the City received a notice from the Contra Costa Mosquito and Vector Control District requesting the City Council reappoint Trustee Eric Hinzel, or a successor, to represent the City on their Board of Trustee for the next term of office (two or four years, at City Council's discretion) prior to its December 31, 2025 meeting.

The City of Clayton is allowed one (1) representative from the public on this Board. Trustee Eric Hinzel was appointed by City Council on December 5, 2023 to serve a term beginning January 1, 2024 and ending December 31, 2025. Trustee Hinzel submitted an application on November 3, 2025 for City Council consideration.

## **ANALYSIS**

The Clayton City Council appoints a representative to serve on the Board of Trustees for the Contra Costa Mosquito and Vector Control District. The Contra Costa Mosquito and Vector Control is a public health agency that strives to keep the public healthy by preventing the transmission of diseases and improving the quality of life. Consistently at the forefront of mosquito and vector control, the Contra Costa Mosquito and Vector Control District has added programs over the years to meet the needs of county residents. Programs and services are available for yellow jackets, Africanized honeybees, ticks, rats, mice, skunks, mosquitoes, and West Nile virus.

The Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve for a term of two to four years and are dedicated to this community service.

## **DISCUSSION**

Mr. Hinzel has a background and desire for community involvement that would be a value to this Board seat.

**CEQA**

CEQA: This proposed action is not a project as defined by CEQA.

**FISCAL IMPACT**

No fiscal impact associated with this agenda item.

**ATTACHMENTS**

[Att A - Ltr dated 09-18-2025 Requesting Trustee Reappointment](#)

[Att B - Application Dated 20251103 E Hinzel\\_Redacted.](#)

[Att C - Resolution 43-2025 to Reappoint Eric Hinzel to the CCC Mosquito and Vector Control District.pdf](#)



September 18, 2025

City of Clayton  
Clayton City Hall  
6000 Heritage Trail, Clayton, CA 94517  
Attn: Leticia I. Miguel

**SUBJECT: REQUEST FOR TRUSTEE REAPPOINTMENT**

This letter is to inform you that the term for Trustee Eric Hinzl will expire on December 31, 2025.

Trustees can initially be appointed to a two year, and if reappointed, to either a two- or four-year term. They serve without compensation, but are allowed limited expenses for actual travel in connection with meetings or business of the Board (*see enclosed position description*).

The Board meets bi-monthly on the second Monday night of the month, and occasionally, it may be necessary to hold a special board meeting. All meetings are held at the District office currently located at 5750 Imhoff Drive Ste. I, Concord, CA 94520.

Please notify our office in writing via email [cwidger@contracostamosquito.com](mailto:cwidger@contracostamosquito.com) or USPS when a new appointment or re-appointment has been made.

If a Trustee is reappointed, we request that reappointment is made and placed on the City Council agenda prior to the date the term expires, when possible, in order to avoid a break in appointment.

Sincerely,

Christine Widger  
Customer Service Specialist

CC: Eric Hinzl, Trustee

*Protecting Public Health Since 1927*

BOARD OF TRUSTEES

President PETER PAY San Ramon • Vice President KEVIN MARKER Orinda • Secretary DANIEL PELLEGRINI Martinez  
Antioch ALFREDO PEREZ • Brentwood VINOY MEREDDY • Clayton ERIC HINZEL • Concord PERRY CARLSTON • Contra Costa County CHRIS COWEN JIM PINCKNEY & DARRYL YOUNG  
Danville G. MARK GRAHAM • El Cerrito JIM DOLGONAS • Hercules DAMIAN WONG • Lafayette Vacant • Moraga JAMES FRANKENFIELD • Oakley MICHAEL KRIEG  
Pinole WARREN CLAYTON • Pittsburg RICHARD AINSLEY, PhD • Pleasant Hill JENNIFER HOGAN • Richmond CHRIS DUPIN • San Pablo Vacant • Walnut Creek PEGGIE HOWELL



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## **BOARD OF TRUSTEES**

- TERM:** First term: Two years  
Additional terms: Two or four years
- IN LIEU OF EXPENSES:** \$100.00 per month is paid to each Trustee, only if they attend a meeting, regardless of the number of meetings attended. Exception: Board President and Secretary receive monthly compensation, regardless of attending meetings.
- QUALIFICATIONS:** Must be a Contra Costa County resident and at least the voting age of 18 with an interest in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel or land development, and a resident of the city which is in the District (California Health & Safety Code, Section 2242)
- DUTIES:** Board of Trustees meet the second Monday evening of every other month. Committees meet approximately twice a year or as needed.
- HOW TO APPLY:** Contact your city clerk for an application for openings within your city. For positions with the county at large or those in unincorporated areas, contact the county clerk of the Board of Supervisors.

***Contra Costa Mosquito & Vector Control District is a tax funded special district of Contra Costa County responsible for the county wide control of mosquitoes, rats, skunks, and ground nesting yellowjackets.***

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*Protecting Public Health Since 1927*

BOARD OF TRUSTEES

President **DARRYL YOUNG** Contra Costa County • Vice President **PETER PAY** San Ramon • Secretary **DANIEL PELLEGRINI** Martinez  
Antioch **ALFREDO PEREZ** • Brentwood **VINOY MEREDDY** • Clayton **ERIC HINZEL** • Concord **PERRY CARLSTON** • Contra Costa County **JIM PINCKNEY & CHRIS COWEN**  
Danville **G. MARK GRAHAM** • El Cerrito **JIM DOLGONAS** • Hercules **DAMIAN WONG** • Lafayette **Vacant** • Moraga **JAMES FRANKENFIELD** • Oakley **MICHAEL KRIEG**  
Orinda **KEVIN MARKER** • Pinole **WARREN CLAYTON** • Pittsburg **RICHARD AINSLEY, PhD** • Pleasant Hill **JENNIFER HOGAN** • Richmond **CHRIS DUPIN** • San Pablo **Vacant** • Walnut Creek **PEGGIE HOWEL**



**RECEIVED**

NOV 03 2025

CITY OF CLAYTON  
CITY CLERK

**APPLICATION FOR APPOINTMENT TO  
CITY BOARDS AND COMMISSIONS**

**NOTE:** Committee members / Commissioners may be required to file Statements of Economic Interest disclosing investments, interest in real property, income, loans, etc., as well as mailing address and telephone number.

**INDICATE YOUR PREFERENCE**

- PLANNING COMMISSION\*
- FINANCIAL SUSTAINABILITY COMMITTEE\*
- TRAILS AND LANDSCAPING COMMITTEE\*
- CONTRA COSTA ADVISORY COUNCIL ON AGING
- CONTRA COSTA COUNTY LIBRARY COMMISSION
- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT
- CONTRA COSTA TRANSPORTATION AUTHORITY CITIZENS ADVISORY COMMITTEE

\* SUPPLEMENTAL QUESTIONS MAY BE REQUIRED

**This application is public record. Return form to City Hall, 6000 Heritage Trail, Clayton, CA 94517.**

Name of Applicant (please print) ERIC J. HINZEL  
I hereby apply for appointment to CCC Mosquito & Vector Control District  
(Name of Committee / Commission)

1. General Employment Experience:  
Occupation Environmental Scientist/Manager various consulting firms  
Present employer Retired after 44 years in the business

2. Education and special training  
BS Biology, BS Environmental Resource Mgmt, M.S. Soil Science  
Numerous other trainings: Health & Safety, Hazard Waste Mgmt,  
Management performance; Sexual Harassment; Fire Safety

3. Organization and Community Activity Experience:  
CCC Mosquito & Vector Control District (1/2024 - Present)  
Industrial Assoc of CCC; WSPA Associates, Reg Env Marketing Assoc;  
St Bonaventura Parish Council; Bay Planning Coalition

NOV 03 2025

CITY OF CLAYTON  
CITY CLERK

4. Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment.

~~Section~~ Sat on various professional organization ~~boards~~ (listed above); Experienced in contract review and implementation; managed multistate organizations with zoo scientists/engineers;

5. Statement of philosophy relating to the responsibilities of this committee/ commission:(Attach additional sheets if necessary)

With my environmental background I realize the importance of effective mosquito and vector control. Also, having managed large organizations, I realize the importance of effective <sup>oversight</sup> ~~to~~ Board

6. Please answer the following questions:

- Do you reside within the city limits?  YES  NO
- Length of residency in Clayton 37 years
- Do you have business and/or investments which may result in a possible conflict of interest?  
 YES  NO

If YES, please explain:

7. Why are you interested in serving on this Committee?

See #5, above. Same answer

8. In your opinion, what are the greatest community needs within the scope of the Committee?

Effective vector control, therefore effective disease control for humans and animals

Other interests and hobbies:

Horticulture, hiking, reading, politics

List two references with phone numbers:

Gary Lucks [redacted]  
Ellen Fox [redacted]

Signature of Applicant: [redacted]

Date: 10/31/25

Reasonable Accommodation Clause:

The City of Clayton will make reasonable efforts to accommodate persons with disabilities.

Please advise the City of Clayton of any special needs in advance by calling: (925) 673-7300

RECEIVED

NOV 03 2025

CITY OF CLAYTON  
CITY CLERK



**CITY OF CLAYTON  
PUBLIC CONTACT FORM FOR  
COMMITTEE AND COMMISSION APPLICANTS**

Name of Committee or Commission: CCC Mosquito & Vector Control District

Name of Applicant / Appointee: ERIC J. HINZEL

Address of Applicant / Appointee: [REDACTED]

Home Telephone Number: N/A

Work Telephone Number: N/A

Cell Telephone Number: [REDACTED]

Email Address: [REDACTED]

Mark at least one (1) public phone number:

My home telephone number(s) may be released for public contact:  
 YES  NO

My work phone number(s) may be released for public contact:  
 YES  NO

My cell phone number(s) may be released for public contact:  
 YES  NO

My e-mail address may be released for public contact:  
 YES  NO

My address above may be released to the public:  YES  NO

**RESOLUTION NO. 43-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON  
REAPPOINTING ERIC HINZEL AS CLAYTON'S REPRESENTATIVE ON THE  
CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT FOR TERM  
OF OFFICE ENDING DECEMBER 31, 2029**

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

**WHEREAS**, the Contra Costa Mosquito and Vector Control is a public health agency that strives to keep the public healthy by preventing the transmission of diseases and improving the quality of life. Consistently at the forefront of mosquito and vector control, the Contra Costa Mosquito and Vector Control District has added programs over the years to meet the needs of county residents. Programs and services are available for yellow jackets, Africanized honeybees, ticks, rats, mice, skunks, mosquitoes, and West Nile virus.

**WHEREAS**, the Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve for a term of two to four years and are dedicated to this community service.

**WHEREAS**, the application from community member and Clayton resident Eric Hinzel, whose current term expires December 31, 2025, was submitted for City Council consideration.

**WHEREAS**, the City Council may appoint any qualified elector of the City of Clayton as the City's representative on the Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Clayton, California, does hereby does reappoint Eric Hinzel as its representative on the Contra Costa Mosquito and Vector Control District for a period ending December 31, 2029.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California, at a regular public meeting thereof held on the 18<sup>th</sup> day of NOVEMBER 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

THE CITY COUNCIL OF CLAYTON, CA

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Kim Trupiano, Mayor

ATTEST:

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Leticia I. Miguel, City Clerk



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Leticia Miguel, City Clerk

**DATE:** November 18, 2025

**SUBJECT:** Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Responsibility"

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## **BACKGROUND**

Does not apply to this item

## **FISCAL IMPACT**

Does not apply to this item



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Leticia Miguel, City Clerk

**DATE:** November 18, 2025

**SUBJECT:** Certificates of Recognition to Public School Students for Exemplifying the "Do the Right Thing" Character Trait of "Respect"

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**BACKGROUND**

Does not apply to this item

**FISCAL IMPACT**

Does not apply to this item



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Leticia Miguel, City Clerk

**DATE:** November 18, 2025

**SUBJECT:** Presentation Certificate for Unsung Hero for the Month of October  
2025, Clayton Valley Village

---

## **BACKGROUND**

Does not apply to this item

## **FISCAL IMPACT**

No fiscal impact associated with this agenda item.

## **ATTACHMENTS**

[Att A - Unsung Hero Award Clayton Valley Village](#)

The Clayton City Council is honored to recognize **Clayton Valley Village** as October's Unsung Hero Award Recipient.

In 2016, Clayton Valley Village (CVV) was established as an entirely volunteer-driven non-profit organization, created to meet the needs of Clayton's growing senior population, which represents approximately 35% of our City's population.\*

In 2017, CVV began serving its first members, enabling them to remain active and independent in their own homes. This organization serves as Clayton's own community senior center and today is providing services to 91 members with 74 volunteers. And they are always looking for new volunteers. My husband and I have been proud volunteers ourselves since 2022.

Clayton Valley Village, like the more than 350 "villages" nationwide, is a membership-based organization, that provides transportation help, handyman assistance, from changing light bulbs to computer assistance, as well as a number of social activities like birthday parties, game nights, lunch dates, hikes, and movie outings.

These tasks are carried out by CVV's network of screened volunteers and seniors working together, using resources and personal talents that we have right here in our own community.

For many, a life-changing event, illness or a single accident can create the need for some assistance and often driving difficulties or completing household tasks may become an issue, resulting in isolation and lack of companionship.

So, for seniors who want to stay happily in their own homes for as long as possible, these member services are invaluable. For volunteers, it's a wonderful way to help your neighbors, get to know new people and participate in fun events.

This is why we are especially thankful that Clayton Valley Village steps up to care for our very own seniors each and every day, many of whom have lived here and raised their families here for a very long time.

Thank you, Clayton Valley Village, for being such an important part of our community and for all you do for seniors and their families!

\* City of Clayton census data 2020



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Leticia Miguel, City Clerk

**DATE:** November 18, 2025

**SUBJECT: Presentation Regarding Military Equipment Use in Accordance with Ordinance No. 495, AB 481, and Clayton Police Department Military Equipment Use Policy Pertaining to the 2026 California State Homeland Security Grant Program – Consideration of Unmanned Aircraft System (UAS) Equipment**

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## **RECOMMENDATION**

Receive presentation in consideration of Unmanned Aircraft System (UAS) Equipment per AB 481.

## **BACKGROUND**

Assembly Bill 481 (“AB 481”), approved on September 30, 2021 by Governor Gavin Newsom (codified as Chapter 12.8 of the California Government Code and commencing with section 7070 et sq.), requires a local law enforcement agency, such as the Clayton Police Department, to have a Military Equipment Use Policy (“Policy”) approved by the City Council prior to requesting, seeking funding, acquiring, collaborating with other jurisdictions about the deployment of military equipment, or using military equipment. On May 3, 2022, the City Council adopted Ordinance 495 adopting the Military Equipment Use Policy. The Clayton Police Department also established Policy 710, “Military Equipment Funding, Acquisition, and Use” to adhere to California Government Code section 7070 et seq., with respect to the approval, acquisition, and reporting requirements of military equipment.

In April 2025, the Clayton Police Department held a public hearing and presented its 2024 annual Military Equipment Funding, Acquisition, and Use Report.

## **DISCUSSION**

The Homeland Security Grant Program (HSGP) supports the DHS/Federal Emergency Management Agency’s (FEMA) focus on enhancing the ability of state, local, tribal and territorial governments, as well as nonprofit organizations, to prevent, prepare for, protect against, and respond to potential terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the nation’s communities against potential terrorist attacks and other hazards. The applicable grant, under HSGP for a community such as the City of Clayton, is the State Homeland Security Program (SHSP) under HSGP.

The City of Clayton Police Department has historically submitted, through the Contra Costa County Office of the Sheriff, grant requests through SHSP, most recently (2024 SHSP Grant) receiving an all-terrain vehicle for search and rescue and officer safety equipment including ballistic helmets and shields. Participation in this program has allowed the Clayton Police Department to procure equipment that directly assists in improving the overall safety of the community and the emergency response of the Department. It has also enabled the Department to have access to equipment that would not be fiscally possible through existing budget allocations.

For the 2026 HSGP cycle, the Department is considering requesting funding the establishment of an Unmanned Aircraft System (UAS) program, including the acquisition of free-fly and tethered drones.

#### HSGP Timeline:

- December 2025: Presentation to the County on grant requests
- Early 2026: County reviews requests and designates for submission
- Mid - Late 2026: Approved packets sent to Department of Homeland Security (DHS) for review
- March 2027: Approvals
- Mid 2027 – Aug 2029: Spend window

In April 2026, the Clayton Police Department will bring forward for approval the acquisition of UAS drones in accordance with AB 481 during the Military Equipment Use Annual Report and public hearing. This will include the development of a Clayton Police Department policy pertaining to the purpose, scope, authorizations for use, and accountability of the UAS program. The proposed uses for the UAS program would include security checks, area searches, crime scene documentation, search and rescue, tactical situations, fleeing suspects, and training.

#### **CEQA**

CEQA: This is not a project as defined by CEQA.

#### **FISCAL IMPACT**

No fiscal impact associated with this agenda item.

#### **ATTACHMENTS**

[Att A - CPD Homeland Security Grant UAS Presentation 2025.pdf](#)

[Att B - Clayton AB 481 Annual Report 2024.pdf](#)

[Att C - Clayton PD Military\\_Equipment Policy 710 2025.pdf](#)

# Clayton Police Department

**Homeland Security Grant Program – Consideration of Unmanned Aircraft System (UAS) Drone Program & Equipment**

**To Inform Council Under Requirements of  
AB481 & Clayton PD Policy 710**



# Clayton's Unique Challenges

- 27 miles of trails and +515 acres of open space
- Links to Mt. Diablo State Park & EBRP Trails
- Adjacent to rural Contra Costa County
- Historic Downtown host to multiple large scale community events



# Clayton PD: Responsibilities

- Primary Responder for:
  - Law Enforcement Service & Emergencies
  - Natural Disasters
  - Critical & Mass Casualty Incidents
  - Large Event Planning, Safety & Response
- First on Scene for:
  - Fire & Medical Incidents
  - Geographically Regional Emergencies
  - EBRP or Mt. Diablo Related Emergencies



# Prevention & Response

- Tethered Drones:
  - Sustained overhead view
  - Ideal for events, parades, crowded spaces
  - Crime and crash scene analysis



## Free-Fly Drones:

- Search & rescue in trails & open space
- Disaster assessment & recovery
- Dynamic search for missing persons & suspects





# Compliance & Oversight

- Falls under AB 481 – Military Equipment Use
  - City Adopted City Ordinance 495 in May 2022
  - Requires ultimate approval by Council
  - Annually reported by Police Department
  - Operated under Clayton PD Policy 710
  - Establishment of Clayton PD Policy for UAS



# 2026 Homeland Security Grant

100% Funding via 2026 Department of Homeland Security Grant by Reimbursement

- Timeline
  - Dec 2026: Presentation to County
  - Early 2026: County Review & Designation
  - Mid – Late 2026: Approved Packets to Fed
  - March 2027: Notification of Approval
  - Mid 2027 – Aug 2029: Spend & Reimbursement Window



# Next Steps & Questions

- Department to submit package to County
- Await approval or denial from County
- Present to Council in April 2026 for approval of acquisition along with Military Use Annual Report





**CLAYTON POLICE  
DEPARTMENT**

**ANNUAL MILITARY  
EQUIPMENT REPORT  
FOR 2024**

## Table of Contents

<b>Introduction .....</b>	<b>2</b>
<b>Definitions.....</b>	<b>3</b>
<b>Summary of Military Equipment .....</b>	<b>4</b>
<b>Specialized Firearms and Ammunition.....</b>	<b>4</b>
Colt M4 Carbine .....	4
Winchester 5.56x45mm M855 Green Tip .....	4
<b>Less Lethal Launchers and Ammunition .....</b>	<b>6</b>
Remington 870 Bean Bag Shotgun.....	6
Defense Technology 40 MM Launcher .....	6
CTS 2581 drag stabilized Super-Sock beanbag .....	6
CTS 4557 spin stabilized 40MM Sponge Baton.....	6
<b>Command and Control Vehicles .....</b>	<b>8</b>
2019 Cargo Mate Trailer .....	8
<b>2024 Equipment Training Use &amp; Purchase.....</b>	<b>9</b>
<b>Community Concerns and Complaints.....</b>	<b>9</b>
<b>Internal Military Equipment Inventory &amp; Audit .....</b>	<b>10</b>
<b>Projected Military Equipment Acquisition (2025) .....</b>	<b>10</b>
<b>Conclusion.....</b>	<b>10</b>

## INTRODUCTION

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies such as the Clayton Police Department to have a military use policy approved by the City Council prior to requesting, seeking funding, acquiring or using military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On May 3, 2022, the City of Clayton City Council approved Ordinance Number 495 approving Clayton Police Department Policy #710: Military Equipment Funding, Acquisition, and Use. As required by Assembly Bill 481 and the Ordinance, annually the Clayton Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy or repeal the Ordinance.

As set forth in the Policy, the Clayton Police Department retains and employs limited military equipment to safeguard its community. Clayton officers and certified instructional staff receive training throughout the year on the use of military equipment approved under the Policy.

This Annual Report outlines the Clayton Police Department's military equipment inventory and usage, community complaints over use of military equipment, and internal audits from January 1, 2024 to December 31, 2024. The Department will submit its Military Equipment Annual Report to City Council at the first Council Meeting in May of every year in compliance with AB 481.

## DEFINITIONS

Definitions of Military Equipment established by California Government Code §7070:  
(Clayton utilizes a limited number of the resources listed below)

Military equipment includes but is not limited to the following types of equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- Tracked armored vehicles that provide ballistic protection to their occupants
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- Weaponized aircraft, vessels, or vehicles or any kind
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code §30510 and Penal Code §30515, with the exception of standard-issue firearms
- Any firearm or firearm accessory that is designed to launch explosive projectiles
- Noise-flash diversionary devices and explosive breaching tools
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
- Taser Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs)
- Kinetic energy weapons and munitions (e.g. 40MM launcher, bean bag shotgun, foam tipped projectiles)
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## Clayton Military Equipment

### Specialized Firearms and Ammunition

#### **Description, quantity, capabilities, and purchase cost:**

Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have a greater accuracy over a long distance.

- Colt M4 carbine for patrol supervisor use, cost \$1695, quantity: 1. The Colt M4 is a select-fire rifle with a chrome lined 10 inch barrel with a 1:9 twist, iron sights, carry handle, and adjustable stock. Designed specifically for lightweight mobility, speed of target acquisition, and potent firepower capability.
- Winchester 5.56x45 M855 Green Tip 62-grain ammunition, cost \$90, quantity: 150 rounds. The M855 round is a full metal jacketed round with a lead alloy and steel core and is painted green on the tip.

#### **Purpose:**

To be used to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

#### **Authorized Use:**

Only members that are POST certified are authorized to use an M4 rifle.

#### **Expected Lifespan:**

Colt M4 carbine- 15 years

Winchester 5.56X45 M855 62 grain ammunition- No expiration

#### **Fiscal Impact:**

Annual maintenance is approximately \$50 for each rifle.

#### **Training:**

Prior to the use of the specialized firearms and ammunition listed within this section, all officers have received POST certified training. Additionally, all officers are required to complete annual training, per POST Regulations.

**Legal and Procedural Rules:**

Use is established under Policy #300 and #311. It is the policy of this Department to utilize specialized firearms and ammunition only for official law enforcement purposes and pursuant to the State and Federal law regarding use of force.

## Less Lethal Launchers and Ammunition

### Description, quantity, capabilities, and purchase cost:

Less lethal launchers are used to deploy either the less lethal super-sock 12- gauge beanbag round or the 40MM sponge baton round.

- Remington 870 12-gauge Less Lethal Launcher, cost: \$1,600, quantity: 4. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat, which is a principle of de-escalation.
- Defense Technology 40MM single shot launcher, cost: \$985, quantity: 1. The 40MM Single Launcher is a tactical single shot launcher that features a fixed stock and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet.
- CTS Model 2581 drag stabilized Super-Sock beanbag round, cost \$420, quantity: 65 rounds. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
- CTS Model 4557 spin stabilized direct impact sponge round, cost \$455, quantity: 13 rounds. The Model 4557 Sponge Baton is a smokeless 3.9-inch 40MM 60-gram spin-stabilized projectile, launched at 240-260 feet per second (FPS) designed to deliver a blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

### Purpose:

To de-escalate conflict where employment of lethal force is prohibited or unfeasible.

### Authorized Use:

Situations for use of the less lethal weapon systems may include, but are not limited to:

- Self-destructive, dangerous and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

**Lifespan:**

- Remington 870 Less Lethal Launcher- 15 years.
- Defense Technology 40MM launcher- 15 years
- CTS Super Sock Round- 5 years.
- CTS 40MM sponge round- 5 years.

**Fiscal Impact:**

Annual maintenance is approximately \$50 for each launcher.

**Training:**

All officers are trained in the use of less lethal launchers as a less lethal option by in-service training.

**Legal and Procedural Rules:**

Use is established under Policy #307. It is the policy of this Department to utilize Less Lethal Launchers only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

## Command and Control Vehicles

### **Description, quantity, capabilities, and purchase cost:**

2019 Cargo Mate Trailer – custom up fit by Forest River Inc, cost: \$25,571, quantity 1. This trailer is a command vehicle used for critical incidents and natural disasters. It is equipped with office equipment, radios, and rescue/aid equipment.

### **Purpose:**

To be used during critical incidents and natural disasters.

### **Authorized Use:**

The command trailer shall be used by personnel trained in its deployment and use.

### **Lifespan:**

20 years

### **Fiscal Impact:**

Annual maintenance is approximately \$500.

### **Training:**

All users are trained in the proper procedure for moving and deploying the trailer as well as ensuring the safety of the trailer and its equipment.

### **Legal and Procedural Rules:**

Use is established under Policy #706. It is the policy of this Department to utilize the command trailer for official law enforcement purposes and pursuant to State and Federal law.

## Equipment Training Use and Purchase

**2024 Purchases:** None

**2024 Training/Military Equipment Utilized:** None

## Community Concerns and Complaints

In some instances, the possession and use of military equipment may cause questions and/or concerns for members of the community. It is vitally important that community members' questions and/or complaints regarding the Clayton Police Department's possession and use of military equipment are addressed.

The Clayton Police Department is committed to full and fair investigations of community complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of community complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

In May of 2022, the Clayton Police Department published its Military Equipment Funding, Use and Acquisition policy on its website. Community concerns and complaints can be received via the Department's website, in-person at the police department or in the field during police contacts, telephone, emails and social media.

### 2024 Community Concerns, Complaints & PD Internal Investigations Related to Military Equipment Use

Community Concerns	Community Complaints	PD Internal Investigations
0	0	0

## **Internal Inventory & Audit (Clayton Military Equipment)**

Per Clayton Police Department policy 710.3(c), the Department's military equipment coordinator, designated as Sergeant Jason Shaw, is required to complete an internal inventory of all military equipment within the possession of the Department at least once annually.

During the calendar year 2024, an internal inventory of the Department's military equipment was completed. This was to identify all of the Department's military equipment in preparation to fulfill the obligations set by Assembly Bill 481.

The Department did not add any new military equipment to its inventory in 2024. All current military equipment inventory was found to be in good shape and working order. The audit confirmed that Department personnel were found to be in compliance with Policy #710 in the use of military equipment.

## **Projected Military Equipment Acquisition (2025)**

There are no projected military acquisitions planned for 2025.

## **Conclusion**

This Annual Military Equipment Report reaffirms the Clayton Police Department's commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with California State law. The equipment, resources, and training outlined in this report allow Clayton Police Officers to better serve and protect Clayton, enhance the safety of officers and community and bring critical incidents to a safe resolution.

# Military Equipment

## 710.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481") (Government Code § 7070 et seq.).

### 710.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Clayton Police Department

Clayton PD Policy Manual

## *Military Equipment*

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### **710.2 POLICY**

It is the policy of the Clayton Police Department ("Department") that members of this Department comply with the provisions of AB 481 with respect to funding, acquisition and use of military equipment.

### **710.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police shall designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include, but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department .
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website.
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

### **710.4 MILITARY EQUIPMENT INVENTORY**

The list of qualifying military equipment for the Department is attached to this Policy as Exhibit "A" and is incorporated into the Policy by this reference. [See attachment: Military Equipment Policy 710-Exhibit A.Final.pdf](#)

### **710.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue. The military equipment policy must be approved by the City Council prior to engaging in any of the following:

# Clayton Police Department

Clayton PD Policy Manual

## *Military Equipment*

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- (a) Requesting military equipment made available pursuant to 10 USC § 2576(a).
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **710.6 COMPLIANCE**

Department members shall adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment. Violations of the law or this policy may result in criminal or administrative investigations and, or actions.

### **710.7 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment used by any member of this Department shall be approved for use and in accordance with this Policy. Military equipment used by other jurisdictions that are providing mutual aid to the City of Clayton, or otherwise engaged in law enforcement operations in the City, shall comply with their respective military equipment use policies in rendering mutual aid or carrying out a law enforcement function related to a criminal matter under their investigation.

### **710.8 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

# Clayton Police Department

Clayton PD Policy Manual

## *Military Equipment*

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### **710.9 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

### **710.10 COMPLAINT PROCESS**

Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this policy by any of the following means:

1. Via email to: [claytonpolice@claytonpd.com](mailto:claytonpolice@claytonpd.com)
2. Via phone call to: (925) 673-7350
3. Via mail sent to: Clayton Police Department, attn: Military Equipment Use Coordinator, 6000 Heritage Trail, Clayton CA 94517

The Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.

## Attachments

## **Military Equipment Policy 710-Exhibit A.Final.pdf**

Exhibit "A"

1. **SPECIALIZED FIREARMS AND AMMUNITION**

a. **Description, quantity, capabilities, and purchase cost:**

Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have a greater accuracy over a long distance.

- i. Colt M4 carbine for patrol supervisor use, cost \$1695, quantity: 1. The Colt M4 is a select-fire rifle with a chrome lined 10 inch barrel with a 1:9 twist, iron sights, carry handle, and adjustable stock. Designed specifically for lightweight mobility, speed of target acquisition, and potent firepower capability.
- ii. Winchester 5.56x45 M855 Green Tip 62 grain ammunition, cost \$90, quantity: 150 rounds. The M855 round is a full metal jacketed round with a lead alloy and steel core and is painted green on the tip.

b. **Purpose:**

To be used to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. **Authorized Use:**

Only members that are POST certified are authorized to use an M4 rifle.

d. **Expected Lifespan:**

Colt M4 carbine- 15 years

Winchester 5.56X45 M855 62 grain ammunition- No expiration

e. **Fiscal Impact:**

Annual maintenance is approximately \$50 for each rifle.

f. **Training:**

Prior to the use of the specialized firearms and ammunition listed within this section, all officers have received POST certified training. Additionally, all officers are required to complete annual training, per POST Regulations.

g. **Legal and Procedural Rules:**

Use is established under Policy #300 and #311. It is the policy of this Department to utilize specialized firearms and ammunition only for official law enforcement purposes and pursuant to the State and Federal law regarding use of force.

## 2. **LESS LETHAL LAUNCHERS AND AMMUNITION:**

### a. **Description, quantity, capabilities, and purchase cost:**

Less lethal launchers are used to deploy either the less lethal super-sock 12-gauge beanbag round or the 40MM sponge baton round.

- i. Remington 870 12-gauge Less Lethal Launcher, cost: \$1,600, quantity: 4. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
- ii. Defense Technology 40MM single shot launcher, cost: \$985, quantity: 1. The 40MM Single Launcher is a tactical single shot launcher that features a fixed stock and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet.
- iii. CTS Model 2581 drag stabilized Super-Sock bean bag round, cost \$420, quantity: 65 rounds. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
- iv. CTS Model 4557 spin stabilized direct impact sponge round, cost \$455, quantity: 13 rounds. The Model 4557 Sponge Baton is a smokeless 3.9-inch 40MM 60 gram spin-stabilized projectile, launched at 240-260 feet per second (FPS) designed to deliver a blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

- b. **Purpose:**  
To de-escalate conflict where employment of lethal force is prohibited or unfeasible.
  
- c. **Authorized Use:**  
Situations for use of the less lethal weapon systems may include, but are not limited to:
  - i. Self-destructive, dangerous and/or combative individuals.
  - ii. Riot/crowd control and civil unrest incidents.
  - iii. Circumstances where a tactical advantage can be obtained.
  - iv. Potentially vicious animals.
  - v. Training exercises or approved demonstrations.
  
- d. **Lifespan:**
  - i. Remington 870 Less Lethal Launcher- 15 years.
  - ii. Defense Technology 40MM launcher- 15 years
  - iii. CTS Super Sock Round- 5 years.
  - iv. CTS 40MM sponge round- 5 years.
  
- e. **Fiscal Impact:**  
Annual maintenance is approximately \$50 for each launcher.
  
- f. **Training:**  
All officers are trained in the use of less lethal launchers as a less lethal option by in-service training.
  
- g. **Legal and Procedural Rules:**  
Use is established under Policy #307. It is the policy of this Department to utilize Less Lethal Launchers only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

3. **COMMAND AND CONTROL VEHICLES**

- a. **Description, quantity, capabilities, and purchase cost:**

2019 Cargo Mate Trailer – custom upfit by Onsite Trailers, cost: \$25,571, quantity 1. This trailer is a command vehicle used for critical incidents and natural disasters. It is equipped with office equipment, radios, and rescue/aid equipment.

- b. **Purpose:**  
To be used for critical incidents and natural disasters.
- c. **Authorized Use:**  
The command trailer shall be used by personnel trained in its deployment and use.
- d. **Lifespan:**  
20 years
- e. **Fiscal Impact:**  
Annual maintenance is approximately \$500.
- f. **Training:**  
All users are trained in the proper procedure for moving and deploying the trailer as well as ensuring the safety of the trailer and its equipment.
- g. **Legal and Procedural Rules:**  
Use is established under Policy #706. It is the policy of this Department to utilize the command trailer for official law enforcement purposes and pursuant to State and Federal law.



# STAFF REPORT

**TO: CLAYTON CITY COUNCIL**

**FROM: Leticia Miguel, City Clerk**

**DATE: November 18, 2025**

**SUBJECT: City Manager's Report**

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## **BACKGROUND**

Does not apply to this item

## **FISCAL IMPACT**

Does not apply to this item



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL  
**FROM:** Leticia Miguel, City Clerk  
**DATE:** November 18, 2025  
**SUBJECT:** City Council/Committees Reports

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## **BACKGROUND**

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

## **CEQA**

This item is not a project as defined by CEQA.

## **FISCAL IMPACT**

No fiscal impact associated with this agenda item.

## **ATTACHMENTS**

[City Council Committees Reports 20251118](#)

**Richard G Enea, Councilmember**

- Attended the annual Black Diamond Homeowners Association meeting
- Attended Pittsburg Elks dinner
- Attended city luncheon for Janessa
- Met with residents by phone and in person regarding city issues
- Watched the state of the city meeting
- Met with City manager regarding issues like the fountain, corp. Yard issues, grove park issues among other items

**Holly Tillman, Councilmember**

- October 13th: Attended the Mt. Diablo Education Foundation Board (MDEDF) meeting
- October 15: Attended the Clayton Pride Board meeting where we discussed our future events and coordinating with other neighboring cities as a newly-formed non-profit.
- October 24: Attended the CBCA general membership meeting where the awarded the CVCHS robotics team funds for competitions, CVCHS women's basketball team funds for traveling to competitions, and the AAUW Concord Division funds to send 2-3 students to Tech Trek at Sonoma State. I also donated several bags of Halloween candy for the Hay Day Trunk or Treat since I was unable to attend this year.
- October 25: Attended the Choice in Aging 8th Annual Bedford Block Party. The Bedford Center is an adult day healthcare center serving Clayton and other East County residents and providing respite for caregivers.
- That evening we were lucky to score tickets to see Tootsie at Endeavor Hall. Thank you to Roxanne Pardi and La Tonya Watts and the Clayton Valley Theatre Company cast for bringing the performing arts to downtown Clayton. It was great to see one of our former track athletes performing on stage. Bravo!
- November 3: Keller Ridge Firewise meeting to plan outreach, education, chipping days and home hardening.
- November 4: Attended the 3rd Annual Red Cross Blood Drive in memory of Allie Macaulay at Oakhurst to support the Macaulay family. It was amazing to see the community turnout to donate in her honor. To everyone who donated - thank you all for savings lives!
- November 5: Virtually attending the State of the City town hall.
- November 10: Attended the MDEDF Board meeting
- I also had numerous community safety and Firewise meetings and phone calls, including ways the City can participate in fire mitigation. Collaborated with ConFire liaisons regarding navigating the wildfire mitigation plan portal and potential meetings in 2026.

**Jeff Wan, Vice Mayor**

- Discussions with residents.

**Kim Trupiano, Mayor**

- Weekly One-on-One meetings with City Manager, Kris Lofthus

Monday, October 27th:

- East Contra Costa Habitat Conservancy Board meeting, 1:30 pm, Brentwood
- City Sponsored Special Events meeting, 4 pm, Clayton

Tuesday, October 28th:

- Prop 4 Grant Funding Webinar, League of Cal Cities, 2 pm

Wednesday, October 29th:

- Flip the Switch Planning Call, with Kris Lofthus and Climatec, 3 pm

Wednesday, November 5th:

- State of the City Town Hall meeting, 6 pm, Hoyer Hall

Thursday, November 6th:

- Holidays in the Grove planning meeting, CBCA, Sgt. Enea and Dennis Bozanich, 10 am
- Mayor's Conference, Danville, 6:30 pm

Monday, November 10th:

- Budget & Audit Committee meeting, 4 pm, Hoyer Hall
- Follow up with Climatec for "Flip the Switch" event, 11 am

Tuesday, November 11th:

- Veteran's Day Ceremony, Todos Santos Plaza, Concord, 11 am

Monday, November 17th:

- Flip the Switch Celebration, with Climatec, 4 pm at City Hall



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Kris Lofthus, City Manager

**DATE:** November 18, 2025

**SUBJECT: Consider Adopting Resolution 44-2025 Approving the Reclassification of the Job Description of Public Works Director/City Engineer to Public Works Director, Resolution 45-2025 Amending the Management Memorandum of Understanding (MOU) related to the Public Works Director, and Resolution 46-2025 Amending Clayton's Salary Schedule Effective November 18, 2025 to include the Public Works Director, in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule**

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## **RECOMMENDATION**

Staff recommends that the City Council adopt the three resolutions:

1. Approving the reclassification of the Public Works Director/City Engineer to Public Works Director,
2. Approving an amendment to the Management Employees Bargaining Unit Memorandum of Understanding (MOU) related to the Public Works Director, and
3. Approving an amendment to Clayton's Salary Schedule effective November 18, 2025, in Conformance with CalPERS requirements.

## **BACKGROUND**

On March 15, 2022, the City Council approved a contract for an outside engineering firm to handle the services of City Engineer and the City has had an approved Maintenance Superintendent position in the budget. Oversight is needed to successfully run the various programs the Public Works Department oversees. The on-going cost of the engineering firm has been determined not cost effective, therefore, it was staff's recommendation to add a City Engineer/Public Works Director to address the various Public Works duties.

At the May 6, 2025, City Council meeting, the City Council took action to create a Public Works Director / City Engineer position in an effort to provide regular oversight of the maintenance division, operate more efficiently, and as a cost savings measure. This action created an estimated annual savings of \$100,000.

## **ANALYSIS**

In many cities, the Public Works Director no longer performs day-to-day engineering design or plan review, nor is a professional engineering license always required to fulfill the Director's

core responsibilities. The position now centers on leadership, policy development, capital improvement planning, and interdepartmental coordination—functions that are distinctly managerial in nature. Updating the title to “Public Works Director” brings it in line with the actual work performed and the expectations placed on the position. The City will be initiating a request for proposal process for the limited number of processes that require a licensed engineer.

The reclassification enhances the City’s ability to recruit and retain qualified leadership. By removing the “City Engineer” designation, the City opens the position to a broader range of experienced public works professionals, including those who have extensive management and operational experience but may not hold a professional engineering license. This change increases flexibility in hiring and succession planning, ensuring the City can attract capable leaders in a competitive employment market.

This reclassification also supports organizational efficiency and budget optimization. If the City’s engineering functions are limited, shared, or outsourced, maintaining a dual Director/Engineer classification is no longer practical. Separating the titles allows for a more flexible staffing model in which technical engineering needs can be met through a dedicated engineering services contract with actual costs reflected in specific project resources. These contracts will be managed by the Public Works Director with no additional cost to the city’s general fund. This adjustment will help ensure that the Public Works Department continues to operate effectively and responsively in meeting the community’s infrastructure and service needs.

The updated positions within the Management MOU would be:

- Administrative Services Director
- Public Works Director
- City Clerk / Assistant to the City Manager
- Senior Planner
- Project Manager
- Accountant

This action will also require an amendment to the currently adopted salary schedule. The only adjustment is to revise the title of Public Works Director / City Engineer to Public Works Director. When amendments are made to the salary schedule, the City Council must adopt those amendments by resolution to meet the 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.

### **CEQA**

These actions do not constitute a project under CEQA.

### **FISCAL IMPACT**

No financial impacts are likely with this action.

### **ATTACHMENTS**

[Att\\_A\\_-\\_Resolution\\_44-2025\\_Revising\\_Public\\_Works\\_Job\\_Description.pdf](#)

Att B - Resolution 45-2025\_for\_Mgmt\_MOU\_Amendment.pdf  
Att C - Resolution 46-2025\_for\_Salary\_Schedule.pdf  
Att D - Management\_MOU\_2025-2027\_Amended\_8-19-25\_\_\_9-16-2025.docx  
Att E - Salary\_Salary\_Schedule\_FY26\_Proposed.pdf  
Att F - May 2025 Public\_Works\_Director\_City\_Engineer\_Job\_Description - Redline  
version.pdf  
Att G - Public\_Works\_Director\_Job\_Description\_-\_Non-redline\_version.pdf

**RESOLUTION NO. 44-2025**

**REVISING THE JOB DESCRIPTION OF PUBLIC WORKS DIRECTOR / CITY ENGINEER TO PUBLIC WORKS DIRECTOR**

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

**WHEREAS**, The City Council of the City of Clayton ("City") desires to revise the classification of Public Works Director / City Engineer to Public Works Director; and

**WHEREAS**, staff has determined that this position is best aligned with the operational needs of the organization; and

**WHEREAS**, the revision of this position will result in significant improvements in providing community event to the residents of the City of Clayton; and

**WHEREAS**, the reclassification of the position will enhance the City's ability to recruit by opening the availability of applicants to a broader range for candidates; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Clayton hereby revises the position of Public Works Director / City Engineer to Public Works Director.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Clayton at a regular meeting held on the 18th day of November 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

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Kim Trupiano, Mayor

ATTEST:

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Leticia I. Miguel, City Clerk

**RESOLUTION NO. 45-2025**

**A RESOLUTION AMENDING THE CITY OF CLAYTON MANAGEMENT MEMORANDUM OF UNDERSTANDING EMPLOYMENT AGREEMENT REVISING THE TITLE PUBLIC WORKS DIRECTOR / CITY ENGINEER TO PUBLIC WORKS DIRECTOR**

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

**WHEREAS**, on July 15, 2025, the City Council approved the Management Memorandum of Understanding employment agreement; and

**WHEREAS**, it has been determined that there is operational advantages in revising the Public Works Director / City Engineer to Public Works Director; and

**WHEREAS**, revising the position from Public Works Director / City Engineer to Public Works Director is an operational decision aimed at aligning staff responsibilities and assignments with the city’s evolving operational priorities.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of Clayton, California does hereby adopt the amended Management Memorandum of Understanding employment agreement effective November 18, 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 the 18th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

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Kim Trupiano, Mayor

ATTEST:

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Leticia I. Miguel, City Clerk

**RESOLUTION NO. 46-2025**

**A RESOLUTION AMENDING THE CITY OF CLAYTON SALARY SCHEDULE FOR FISCAL YEAR 2025 - 26 IN CONFORMANCE WITH CALPERS REQUIREMENT TO PROVIDE A PUBLICALLY AVAILABLE 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 July 15, 2025, the City Council approved a Memorandum of Understanding for the Management Employees bargaining unit effective July 1, 2025, through June 30, 2027; and

**WHEREAS**, in an action on August 15, 2025, the City Council amended the salary schedule to reclassify the Assistant City Manager to Administrative Services Director; and

**WHEREAS**, in an action on September 21, 2025, the City Council amended the salary schedule to reclassify the Management Analyst position to Project Manager; and

**WHEREAS**, in an action on October 21, 2025, the City Council amended the salary schedule to add the position of Community Services Coordinator; and

**WHEREAS**, in a separate action this evening, the City Council approved revising the position title from Public Works Director / City Engineer to Public Works Director; 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 November 18, 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 November 18, 2025, for FY 2025 - 26 as shown in the updated Attachment E.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California during a public meeting thereof held on November 18, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

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Kim Trupiano, Mayor

ATTEST:

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Leticia I. Miguel, 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**

Administrative Services Director  
City Clerk / Assistant to the City Manager  
Public Works Director  
Project Manager  
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. Administrative Services Director
- ii. City Clerk/Assistant to the City Manager
- iii. Public Works Director
- iv. Project Manager
- 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 successful 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
<b>Administrative Services Director</b>	Management City Employee	Effective 9/16/2025	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
<b>Public Works Director</b>	Management City Employee	Effective 11/18/2025	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
<b>City Clerk/Assistant to CM</b>	Management 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
<b>Project Manager</b>	Management City Employee	Effective 9/16/25	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
<b>Accountant</b>	Management 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
<b>Community Services Coordinator</b>	Miscellaneous City Employee	Effective 10/21/2025	Monthly	\$ 5,438.00	\$ 5,709.90	\$ 5,995.39	\$ 6,295.16	\$ 6,609.92
			Hourly	\$ 31.37	\$ 32.94	\$ 34.59	\$ 36.32	\$ 38.13
			Annually	\$ 65,255.97	\$ 68,518.77	\$ 71,944.71	\$ 75,541.94	\$ 79,319.04
<b>Community Services Leader</b>	Miscellaneous City Employee	Effective 7/1/2025	Hourly (Part Time)	\$ 17.92	\$ 18.82	\$ 19.76	\$ 20.74	\$ 21.78
Maintenance				A	B	C	D	E
<b>Senior Maintenance Worker</b>	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
<b>Maintenance Worker II</b>	Miscellaneous City Employee	Effective 7/1/2025	Monthly	\$ 5,244.84	\$ 5,507.09	\$ 5,782.44	\$ 6,071.56	\$ 6,375.14
			Hourly	\$ 30.26	\$ 31.77	\$ 33.36	\$ 35.03	\$ 36.78
			Annually	\$ 62,938.13	\$ 66,085.04	\$ 69,389.29	\$ 72,858.76	\$ 76,501.69
<b>Maintenance Worker I</b>	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
<b>Seasonal Maintenance Worker-Temporary</b>	Miscellaneous City Employee	Effective 10/21/2025	Hourly (Part Time)	\$ 22.50	\$ 23.63	\$ 24.81	\$ 26.05	\$ 27.35
Planning				A	B	C	D	E
<b>Senior Planner</b>	Management City Employee	Effective 7/15/2025	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
<b>Community Development Technician</b>	Miscellaneous City Employee	Effective 7/1/2025	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
<b>Chief of Police</b>	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
<b>Police Sergeant</b>	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
<b>Police Officers</b>	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
<b>Police Office Coordinator</b>	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
<b>Police Administrative Clerk</b>	Miscellaneous City Employee	Effective 7/1/2025	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	\$ 66,342.72



City of Clayton Class Specification  
FLSA Status: Exempt  
Date Revised: ~~May 6, 2025~~

## CLASS TITLE

**PUBLIC WORKS DIRECTOR** ~~–CITY ENGINEER–~~

## DEFINITION

Under general direction, manages and oversees the operations of the Maintenance Department ~~and Assessment District~~, including ~~engineering functions~~, maintenance activities, and contract administration related to public works and infrastructure improvements. Coordinates assigned initiatives with other divisions, departments, and external agencies, while providing high-level, complex administrative support to the City Manager.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager. Exercises direct supervision over Maintenance staff and contract staff.

## CLASS CHARACTERISTICS

The Public Works Director ~~/City Engineer~~ is an executive management-level classification that oversees the city's public works operations ~~and infrastructure development~~. The incumbent is responsible for planning, organizing, directing and coordinating activities across ~~engineering, construction~~, maintenance and public service delivery functions. The incumbent exercises a considerable degree of independence and judgment in establishing priorities and carrying out activities consistent with City policy, goals, and objectives. ~~This position requires registration as a licensed Professional Engineer (P.E.) and combines technical engineering expertise with executive leadership responsibilities.~~

The Public Works Director ~~–City Engineer~~ is considered a department director with responsibility for directing the activities of the department within the city. Positions at this ~~class level~~ level of class serve as a member of the city's executive team and provide advice and counsel to the city manager regarding strategic policy and problem-solving issues relating to the city.

## 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.*

- ~~Provide comprehensive leadership and oversight of all department operations, including Engineering, Maintenance, and Assessment Districts.~~ Supervise capital improvement projects, project design, contract engineering, inspections, and facility maintenance; establish and enforce departmental policies and procedures.
- ~~Obtain and maintain current certification as a Registered Professional Civil Engineer in the State of California through participation in all required certification programs.~~
- Lead the development and execution of department goals, objectives, policies, and priorities across all service areas, including capital improvement and maintenance initiatives; perform engineering designs when appropriate.
- Manage departmental work plans by directing staff activities; delegate projects and responsibilities, evaluate work methods, and meet regularly with staff to address and resolve operational issues.
- Monitor workloads, administrative systems, and internal structures to identify opportunities for increased efficiency and effectiveness; oversee and implement necessary improvements.
- Collaborate with architects, engineers, and contractors regarding the interpretation and application of codes, laws, ordinances, and policies related to drainage, traffic, access, and land use. Develop and revise city codes and standards for streets, drainage systems, subdivisions, and flood control.
- Negotiate with developers and consultants on development code requirements and conditions of approval for mapping and land use projects.
- Review and assess plans and programs related to capital improvement and maintenance projects; propose recommendations for enhancements and increased impact.
- Oversee the preparation and review of legal and planning documents such as agreements, dedications, easements, vacations, and land development submissions for City Council and Planning Commission consideration.
- Manage the inspection and maintenance of city-owned facilities and properties, coordinate maintenance schedules
- Draft formal correspondence including grant proposals, RFPs, contract bids, and City Council agenda materials; facilitate the dissemination of key information to division personnel.
- Lead staff recruitment, training, evaluation, and professional development; address performance issues and implement disciplinary actions as necessary.
- Direct the formulation and administration of the departmental budget and the city's annual Capital Improvement Program (CIP); authorize expenditures and ensure proper allocation of resources.
- Advocate for department programs and initiatives; address and resolve contentious or sensitive issues through negotiation and strategic communication.
- Represent the Public Works Department in interactions with other city departments, government officials, external agencies, and the public; coordinate interdepartmental and interagency activities.
- Support the City Manager by preparing detailed reports, attending committee meetings, and serving on relevant boards and commissions.
- Participate in industry meetings and stay informed of emerging trends and advancements in the public works sector.

- Address complex public inquiries and resolve citizen complaints with professionalism and responsiveness.
- Maintain physical and mental fitness necessary to effectively carry out job responsibilities.
- Perform other duties and responsibilities 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:**

- Operational functions, services, and activities involved in engineering capital improvement and public works maintenance programs.
- ~~Principles and methods of civil engineering related to the planning, development, and management of public works projects.~~
- Best practices for program development, management, and administration.
- Techniques and strategies for successful contract negotiation.
- Procedures and strategies for preparing and managing municipal budgets.
- Administrative processes for securing and managing current and future local, state, and federal grants and funding sources
- Materials, methods, and construction techniques commonly used in public works projects.
- Recent trends, publications, and key sources of information relevant to municipal public works management.
- Fundamentals of construction program planning and execution.
- Techniques for professional business correspondence and effective report writing.
- Best practices in supervision, employee training, and performance evaluation.
- Applicable federal, state, and local laws, codes, and regulations governing public works operations.

### **Ability to:**

- **Lead and Manage Public Works Programs** - Oversee comprehensive engineering and public works initiatives, including Maintenance and Assessment Districts.
- **Strategic Planning and Administration** - Develop and implement departmental goals, objectives, policies, and procedures to ensure operational effectiveness.
- **Program Evaluation and Adjustment** - Analyze programs, policies, and operational needs; recommend and implement necessary adjustments.
- **Community and Organizational Engagement** - Identify, assess, and respond to sensitive community and organizational issues, concerns, and needs.
- **Staff Leadership and Development** - Plan, organize, direct, and coordinate the work of assigned staff; delegate authority and responsibility as appropriate.
- Select, supervise, train, and evaluate staff to build a high-performing team.

- **Grant Management** - Research and prepare grant applications for state, federal, and other programs supporting capital project maintenance and construction.
- **Problem Solving and Decision Making** - Analyze problems, explore alternative solutions, assess potential impacts, and implement recommendations aligned with organizational goals.
- **Service Innovation** - Research, analyze, and evaluate new service delivery methods, programs, and techniques to enhance efficiency and effectiveness.
- **Administrative Reporting** - Prepare clear, concise, and comprehensive administrative reports.
- **Program and Budget Administration** - Develop, administer, and oversee large and complex public works programs and budgets.
- **Regulatory Compliance** - Interpret and apply relevant federal, state, and local policies, laws, and regulations to departmental operations.
- **Technical Proficiency** - Operate office equipment proficiently, including computers and associated word processing and spreadsheet applications.
- **Effective Communication** - Communicate clearly and concisely, both orally and in writing.
- **Relationship Building** - Establish and maintain effective working relationships with colleagues, community members, and stakeholders.
- **Information Processing and Decision Making** - Assimilate information logically, evaluate options thoroughly, and make sound, informed decisions.
- **Physical and Mental Fitness** - Maintain the physical and mental capacities necessary to perform assigned duties, including effective audio-visual discrimination and perception for observation, communication, reading, writing, and operating equipment.

**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:*

Equivalent to a bachelor’s degree from an accredited college or university with major course work in civil engineering or a related field.

**and**

Six (6) years of increasingly responsible experience including three years in municipal public works.

**Licenses and Certifications:**

~~Possession of a current Certificate of Registration as a professional civil engineer in the State of California.~~

Possession of or ability to obtain a valid California driver's license.

Possession of or ability to obtain a valid California State Pesticide Certificate B & C; maintain all pesticide records and provide training to staff in order to spray and pre-emerge weeds.

**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 frequently performed in an office environment with controlled temperature conditions and natural and ~~flor~~escent fluorescent lighting at a desk and in front of a computer.
- Work is occasionally 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 frequently 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)



**Clayton, City of (CA)**  
**Public Works Director**

<b>CLASS CODE</b>	<b>PWD</b>	<b>SALARY</b>	\$82.20 - \$99.91 Hourly \$14,247.50 - \$17,317.93 Monthly \$170,970.00 - \$207,815.10 Annually
<b>ESTABLISHED DATE</b>	May 06, 2025	<b>REVISION DATE</b>	November 18,2025

**Job Description**

Under general direction, manages and oversees the operations of the Maintenance Department and Assessment Districts, maintenance activities, corporation yard operations, construction management, stormwater program, coordinates and administers contract activities with private contractors, develops and plans annual program for capital improvements within the city and contract administration related to public works and infrastructure improvements, . Coordinates assigned initiatives with other divisions, departments, and external agencies, while providing high-level, complex administrative support to the City Manager.

Receives general direction from the City Manager. Exercises direct supervision over Maintenance staff and contract staff.

The Public Works Director is an executive management-level classification that oversees the city's public works operations and infrastructure development. The incumbent is responsible for planning, organizing, directing and coordinating activities across engineering, construction, maintenance and public service delivery functions. The incumbent exercises a considerable degree of independence and judgment in establishing priorities and carrying out activities consistent with City policy, goals, and objectives. The Public Works Director is considered a department director with responsibility for directing the activities of the department within the city. Positions at this class level serve as a member of the city's executive team and provide advice and counsel to the city manager regarding strategic policy and problem-solving issues relating to the city.

**Examples of Duties**

**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• Provide comprehensive leadership and oversight of all department operations, including Maintenance, and Assessment Districts.*

- Supervise capital improvement projects, project design, contract engineering, inspections, and facility maintenance; establish and enforce departmental policies and procedures.
- 
- Lead the development and execution of department goals, objectives, policies, and priorities across all service areas, including capital improvement and maintenance initiatives.

- Manage departmental work plans by directing staff activities; delegate projects and responsibilities, evaluate work methods, and meet regularly with staff to address and resolve operational issues.
- Monitor workloads, administrative systems, and internal structures to identify opportunities for increased efficiency and effectiveness; oversee and implement necessary improvements.
- Collaborate with architects, engineers, and contractors regarding the interpretation and application of codes, laws, ordinances, and policies related to drainage, traffic, access, and land use.
- Develop and revise city codes and standards for streets, drainage systems, subdivisions, and flood control.
- Negotiate with developers and consultants on development code requirements and conditions of approval for mapping and land use projects.
- Review and assess plans and programs related to capital improvement and maintenance projects; propose recommendations for enhancements and increased impact.
- Oversee the preparation and review of legal and planning documents such as agreements, dedications, easements, vacations, and land development submissions for City Council and Planning Commission consideration.
- Manage the inspection and maintenance of city-owned facilities and properties, coordinate maintenance schedules
- Draft formal correspondence including grant proposals, RFPs, contract bids, and City Council agenda materials; facilitate the dissemination of key information to division personnel.
- Lead staff recruitment, training, evaluation, and professional development; address performance issues and implement disciplinary actions as necessary.
- Direct the formulation and administration of the departmental budget and the city's annual Capital Improvement Program (CIP); authorize expenditures and ensure proper allocation of resources.
- Advocate for department programs and initiatives; address and resolve contentious or sensitive issues through negotiation and strategic communication.
- Represent the Public Works Department in interactions with other city departments, government officials, external agencies, and the public; coordinate interdepartmental and interagency activities.
- Support the City Manager by preparing detailed reports, attending committee meetings, and serving on relevant boards and commissions.
- Participate in industry meetings and stay informed of emerging trends and advancements in the public works sector.
- Address complex public inquiries and resolve citizen complaints with professionalism and responsiveness.
- Maintain physical and mental fitness necessary to effectively carry out job responsibilities.
- Perform other duties and responsibilities as assigned.

## Typical Qualifications

### Knowledge of:

- Operational functions, services, and activities involved in capitol improvement projects and public works maintenance programs.
- Best practices for program development, management, and administration.
- Techniques and strategies for successful contract negotiation.
- Procedures and strategies for preparing and managing municipal budgets.

- Administrative processes for securing and managing current and future local, state, and federal grants and funding sources
- Materials, methods, and construction techniques commonly used in public works projects.
- Recent trends, publications, and key sources of information relevant to municipal public works management.
- Fundamentals of construction program planning and execution.
- Techniques for professional business correspondence and effective report writing.
- Best practices in supervision, employee training, and performance evaluation.
- Applicable federal, state, and local laws, codes, and regulations governing public works operations.

#### **Ability to:**

- Lead and Manage Public Works Programs - Oversee comprehensive engineering and public works initiatives, including Maintenance and Assessment Districts.
- Strategic Planning and Administration - Develop and implement departmental goals, objectives, policies, and procedures to ensure operational effectiveness.
- Program Evaluation and Adjustment - Analyze programs, policies, and operational needs; recommend and implement necessary adjustments.
- Community and Organizational Engagement - Identify, assess, and respond to sensitive community and organizational issues, concerns, and needs.
- Staff Leadership and Development - Plan, organize, direct, and coordinate the work of assigned staff; delegate authority and responsibility as appropriate.
- Select, supervise, train, and evaluate staff to build a high-performing team.
- Grant Management - Research and prepare grant applications for state, federal, and other programs supporting capital project maintenance and construction.
- Problem Solving and Decision Making - Analyze problems, explore alternative solutions, assess potential impacts, and implement recommendations aligned with organizational goals.
- Service Innovation - Research, analyze, and evaluate new service delivery methods, programs, and techniques to enhance efficiency and effectiveness.
- Administrative Reporting - Prepare clear, concise, and comprehensive administrative reports.
- Program and Budget Administration - Develop, administer, and oversee large and complex public works programs and budgets.
- Regulatory Compliance - Interpret and apply relevant federal, state, and local policies, laws, and regulations to departmental operations.
- Technical Proficiency - Operate office equipment proficiently, including computers and associated word processing and spreadsheet applications.
- Effective Communication - Communicate clearly and concisely, both orally and in writing.
- Relationship Building - Establish and maintain effective working relationships with colleagues, community members, and stakeholders.
- Information Processing and Decision Making - Assimilate information logically, evaluate options thoroughly, and make sound, informed decisions.
- Physical and Mental Fitness - Maintain the physical and mental capacities necessary to perform assigned duties, including effective audio-visual discrimination and perception for observation, communication, reading, writing, and operating equipment.

#### **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:*

Equivalent to a bachelor's degree from an accredited college or university with major course work in civil

engineering or a related field. and Six (6) years of increasingly responsible experience including three years in municipal public works.

### **Licenses and Certifications:**

Possession of or ability to obtain a valid California driver's license.

Possession of or ability to obtain a valid California State Pesticide Certificate B & C; maintain all pesticide records and provide training to staff in order to spray and pre-emerge weeds.

Possession of a current Certificate of Registration as a professional civil engineer (PE), Engineer in Training (EIT), or Project Management Professional (PMP) are desirable.

### **Supplemental Information**

#### **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 frequently performed in an office environment with controlled temperature conditions and natural and fluorescent lighting at a desk and in front of a computer.
- Work is occasionally 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 frequently 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)



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Skyler Aitken

**DATE:** November 18, 2025

**SUBJECT:** Approve and Authorize the City Manager to Execute a Professional Services Agreement with Civic Plus for website American Disabilities Act (ADA) compliance and redesign, 311 support, online facility rentals, permit and form handling, Public Records Act Request tracking, agenda management, and video streaming for City meetings for a Total Contract Authorization Not to Exceed of \$165,000 over two years.

## **BACKGROUND**

The City began investigating how to best bring our website into proper American Disability Act (ADA) compliance. When investigating vendors, we discovered that CivicPlus offered that service, in addition to other services that the City was currently lacking (311 support, Public Records Act request tracking, online park reservation and application handling), as well as other services we are already paying for (agenda management) but at lower prices if we were to bundle multiple services together. CivicPlus is a vendor who is GSA compliant and thus are able to sell to local governments at pre-set fair and reasonable prices.

## **ANALYSIS**

By bundling a variety of services instead of buying them individually, the City will be able to save over \$35,000 on the startup and build costs. The City will also be able to let contracts with current vendors expire, as well as automate certain processes for staff, which will reduce spending around \$85,000 per year. The total contract will be 2 years for an amount not to exceed \$165,000, with the option to renew each additional year with a 5% increase.

The contracts to be discontinued include

- Neogov (\$24,000 annually)
- Granicus (\$35,000 annually)
- Specialized IT Services (\$21,000 annually)

## **CEQA**

This proposed action is not a project as defined by CEQA.

## **FISCAL IMPACT**

The City is expected to spend \$80,000 a year over 2 years, with a reduction of an estimated

\$85,000 per year in expiring contracts and staff savings, for a net decrease in spending of approximately \$5,000 per year.

**ATTACHMENTS**

[Clayton - Clayton CivicPlus Contract.pdf](#)

**CITY OF CLAYTON  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of November 19, 2025 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 (“City”), and CivicPlus, LLC, an Icon Enterprises Inc. subsidiary, with its principal place of business at 302 South 4<sup>th</sup> Street, Suite 500, Manhattan, Kansas 66502 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

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

- Website Redesign,
- Ecommerce Implementation,
- Public Meeting Broadcasting and Agenda Management,
- FOIA Compliance implementation,
- Mass notification,
- Social media archiving, and
- Providing continuous service for the aforementioned services (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services, and has a previously negotiated GSA.

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

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Eighty-Four Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$84,885.00). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from November 19, 2025 to November 18, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement..

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

- (8) Property Damage
- (9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not

intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

## 12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

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

15. Reserved

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:  
City of Clayton  
6000 Heritage Trail

CONSULTANT:  
CivicPlus, LLC  
302 South 4<sup>th</sup> Street, Suite 500

Clayton, CA 94517

Attn: Dennis Bozanich, Administration

Manhattan, KS 66502

Attn: \_\_\_\_\_

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. This Agreement shall also be subject to the terms and conditions outlined in the Solution and Services terms and conditions, attached hereto as Exhibit "C." In the event of any conflict or inconsistency between the terms of this Agreement and the Solution and Services terms and conditions, the terms of this Agreement shall take precedence.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement, subject to the exceptions listed in subsection 6.a. herein.

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Intellectual Property in the software or other original works created by or licensed to CivicPlus, LLC, including all source code, documents, and materials used in the Services ("Consultant Property") will remain the property of Consultant. Consultant Property specifically excludes City Content. City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Consultant Property in any way, except as specifically provided for herein; (ii) adapt, alter, modify or make derivative works based upon any Consultant Property; (iii) create internet "links" to the Consultant Property software or "frame" or "mirror" any Consultant Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any Consultant Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Consultant Property, or (c) copy any ideas, features, functions or graphics of any Consultant Property. The Consultant name, the Consultant logo, and the product and module names associated with any Consultant Property are trademarks of Consultant, and no right or license is granted to use them outside of the licenses set forth in this Contract.

32. Provided City complies with the terms and conditions herein, and license restrictions set forth above, Consultant hereby grants City a limited, nontransferable, nonexclusive, license to access and use the Consultant Property as described in this Contract and its Exhibits.

33. Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the City.

34. Consultant will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity employed/contracted on the City's behalf. During Project Development, City will be responsive and reasonably cooperative with Consultant to ensure the Project Development is completed in a timely manner.

35. City agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by Consultant. City further agrees that Consultant has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by City or by any third party of personal data.

36. City is responsible for all activity that occurs under City's accounts by or on behalf of City. City agrees to (a) be solely responsible for all designated and authorized individuals chosen by City ("User") activity, which must be in accordance with this Contract and the Consultant Terms of Use; (b) be solely responsible for City data; (c) obtain and maintain during the term all necessary consents, Contracts and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content City will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify Consultant promptly of any User's log-in information and the Services, and notify Consultant promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

37. Upon full and complete payment of amounts owed herein, City will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("City Content") created by Consultant on behalf of City pursuant to this Agreement. "City Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain; and any content owned or licensed by Consultant, whether in connection with providing Services or otherwise.

38. Upon completion of implementation services, City will assume full responsibility for City Content maintenance and administration. City, not Consultant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Consultant a limited, revocable, worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content; and that City has all rights necessary for Consultant to use the City Content in connection with providing the Services.

39. Consultant shall, at all times, comply with the terms and conditions of its Privacy Policy. Consultant will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of City data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by City; or (d) in compliance with our

Privacy Policy, Consultant will not modify City data or disclose City data, unless specifically directed by City or compelled by law. Notwithstanding the foregoing, Consultant reserves the right to delete known malicious accounts without City authorization.

40. City acknowledges and agrees that Consultant utilizes third-party service providers to host and provide the Services and store City data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of City's data.

41. Consultant may offer City the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by City. In connection with any such third-party application agreed to by City, City acknowledges and agrees that Consultant may allow the third-party providers access to City data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require City to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern City's use of such third-party application.

42. Consultant' liability arising out of or related to this Agreement will not exceed two times (2X) the Annual Recurring Services amounts paid by City in the year prior to such claim of liability. In no event will Consultant be liable to City for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. The liabilities limited herein apply: (a) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (b) even if City is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (c) even if City's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, Consultant' liability will be limited to the maximum extent permissible.

43. At any time during the term of this Agreement, City will have the ability to download the City Content and export the City data through the Services. City may request Consultant to perform the export of City data and provide the City data to City in a commonly used format at any time, for a fee to be quoted at time of request and approved by City. Upon termination of the applicable SOW for any reason, whether or not City has retrieved or requested the City data, Consultant reserves the right to permanently and definitively delete the City Content and City data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of this Agreement regardless of the reason for its termination, City will not have access to the Services.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CLAYTON  
AND CIVICPLUS, LLC.**

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

CITY OF CLAYTON

CivicPlus, LLC

By: \_\_\_\_\_  
Kris Lofthus  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Leticia, I. Miguel  
City Clerk

EXHIBIT A

Scope of Services

**Municipal Websites**

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	\$3,853.00
1.00	Hosting & Security Annual Fee - Municipal Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	\$1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	\$600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	\$89.00
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: claytonca.gov/	\$75.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	<del>-\$9,236.00</del>
1.00	Ultimate Implementation - Municipal Websites Central	Ultimate Implementation - Municipal Websites Central	\$14,627.00
150.00	Website Content Development - 1 Page	Content Development - 1 Page	\$6,000.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	\$4,500.00
4.00	Alignment Virtual Consulting	Alignment Consulting - Virtual, up to 3 hours	\$3,000.00
1.00	48 Month Redesign Ultimate Annual - Municipal Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central	\$3,431.00

Municipal Websites Cost	\$37,363.00
Municipal Websites Discount	<del>-\$9,236.00</del>
Municipal Websites Total	\$28,127.00

**Accessibility**

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: claytonca.gov/	\$2,500.00

1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	-\$1,250.00
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Accessibility Cost	\$2,500.00
Accessibility Discount	-\$1,250.00
Accessibility Total	\$1,250.00

### Process Automation

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Forms & Apps	Forms & Apps	\$4,000.00
1.00	Data Manager Module	Data Manager Module	\$2,000.00
1.00	OB Connectors, PA	OB Connectors, PA	\$1,500.00
1.00	Workflow & Approvals Module	Workflow & Approvals Module	\$2,000.00
1.00	Process Automation: Annual Professional Services - 5 Hours	Annual Professional Services - 5 Hours	\$1,075.00
1.00	Process Automation Pay - Global Payments Integrated	Process Automation Pay - Global Payments Integrated	\$0.00
1.00	Process Automation External Processor Annual Fee - Global Payments Integrated	Pay Maintenance and Support Annual Fee	\$1,500.00
1.00	Process Automation External Processor Implementation - Global Payments Integrated	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	\$3,000.00
1.00	Scheduling Module	Scheduling Module	\$1,000.00
1.00	Process Automation Implementation & Setup	The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution.	\$1,250.00

Process Automation Cost	\$17,325.00
Process Automation Discount	\$0.00
Process Automation Total	\$17,325.00

### FOIA Management

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	\$10,788.00
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	\$1,500.00
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	-\$10,788.00

FOIA Management Cost \$12,288.00  
 FOIA Management Discount -\$10,788.00  
 FOIA Management Total \$1,500.00

### Mass Notifications

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Communicator Unlimited SMS + Unlimited Emergency Voice	Emergency and Mass Notification platform with multi- channel alerting, geo-targeting, polling, mobile apps. Unlimited SMS for all communications. Voice minutes for emergencies. Includes NOAA integration, IPAWS, and white/yellow page data for emergencies.	\$6,000.00
1.00	Mass Notification Standard Implementation	Mass Notification System Standard Implementation	\$1,155.00
1.00	Mass Notification Implementation Marketing Tools	Access to client branded marketing tools, including Social Media Graphics, Marketing Flyer, Customized Graphic Button and News Flash Graphic.	\$350.00

Mass Notifications Cost \$7,505.00  
 Mass Notifications Discount \$0.00  
 Mass Notifications Total \$7,505.00

### 311 CRM System

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.	\$8,094.27

1.00	CRM: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee	\$1,575.00
1.00	CRM: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee	\$1,575.00
1.00	SeeClickFix 311 CRM Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	-\$9,669.27

311 CRM System Cost \$11,244.27  
311 CRM System Discount -\$9,669.27  
311 CRM System Total \$1,575.00

### Social Media Archiving

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Economy	Social Media Archiving Subscription - Up to 12 Accounts & Up To 1.6k Records Per Month	\$4,188.00
1.00	Social Media Archiving Provisioning Fee - Economy	Social Media Archiving Account Activation and Setup	\$500.00
1.00	Social Media Archiving - Economy/Standard Open Archive	A public-facing portal that displays your social media archive search interface on your website. For customers with a CivicPlus Municipal Website (Central), this includes an optional search integration between the website and the Open Archive.	\$300.00
1.00	Social Media Archiving Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	-\$4,488.00

Social Media Archiving Cost \$4,988.00  
Social Media Archiving Discount -\$4,488.00  
Social Media Archiving Total \$500.00

### Agenda Meeting Management

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	\$6,000.00

1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	\$3,900.00
1.00	CivicPlus Media: Annual Fe1	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	\$5,500.00
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	\$1,050.00
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	\$2,400.00
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation	\$500.00
1.00	AMM Select: Allyant Clarity Integration	Access to the Allyant Clarity Integration	\$0.00
1.00	CivicPlus Media: Closed Captions/Transcription for Video On-Demand (Machine)	CivicPlus Media: Closed Captions/Transcription for Video On-Demand (Machine); Invoiced monthly based on usage and service level, priced per minute	\$0.00
1.00	AMMS: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee	\$1,733.00
1.00	AMMS: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee	\$1,575.00
1.00	AMM Select: Historical Import Fee with Videos (750+)	Historical import of more than 750 meetings; Volume is calculated based on number of meetings being imported; Import does include video files	\$3,000.00
1.00	Allyant Remediation & Clarity Integration Package: Clarity	Access to the Allyant Clarity Integration	\$0.00

1.00	Allyant Remediation & Clarity Integration Package:CommonLook Web Simplified + Advanced Editor	1 license	\$1,445.00
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Agenda Meeting Management Cost	\$27,103.00
Agenda Meeting Management Discount	\$0.00
Agenda Meeting Management Total	\$27,103.00

<b>Grand Cost</b>	<b>\$119,816.27</b>
<b>Grand Discount</b>	<b>-\$35,431.27</b>
<b>Grand Total</b>	<b>\$84,885.00</b>

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City as follows: the Total Investment – Year 1 shall be invoiced 50% upon signing, and the remaining 50% upon the sooner of 6 months from signing or the completion of implementation services. Annual Recurring Services shall be invoiced 12 months from signing and every 12 months thereafter, if applicable. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Total Investment - Year 1 USD 84,885.00 (Build and first year of services)

Annual Recurring Services beginning in year 2 (Subject to 5% Uplift) USD 72,834.27

Initial Term - 24 Months, beginning at signature date. Total Investment - Year 1 refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.

Initial Term Invoice Schedule – 100% Invoiced upon Signature Date

Renewal Procedure – Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date

Annual Uplift – 5% to be applied in year 2

## **Solutions and Services Terms and Conditions**

### **General Municipal Website (CivicEngage) Terms**

Due to the multiparty dependency of Project Development, CivicPlus will not migrate, convert, or port content or information that could reasonably be construed as time-sensitive, such as calendar or blog content, during Project Development. The Customer allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and a web link at the bottom of the completed web pages. The Customer understands that the pricing structure provided under this Statement of Work "SOW" assumes such perpetual permission.

#### **Recurring Redesign**

Starting after continuous service for the period of months explicitly stated in the Recurring Redesign line item on the applicable SOW (the "Redesign Term"), the Customer shall be entitled to receive a website redesign at no additional cost. The Customer may initiate the website redesign any time after completion of a Redesign Term. Upon the initiation of an eligible redesign project, the Customer may begin accumulating eligibility towards a subsequent redesign after continuous service of a subsequent Redesign Term. Redesigns that include additional features not purchased on the original website SOW may be subject to additional charges.

Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers encompassed in the Customer's website at the time of recurring redesign was purchased or included in the applicable SOW in which the redesign was purchased. Any subsequently purchased website, subsite, and department header may be included in the Customer's redesign at an additional fee.

### **AudioEye - Managed for Municipal Websites Hosted by CivicPlus**

**Disclaimer:** If you are using AudioEye on a website not hosted by CivicPlus, please contact your Customer Service Representative to obtain a copy of your relevant AudioEye terms.

AudioEye Services are performed by AudioEye, Inc. ("AudioEye"), for whom CivicPlus is an authorized reseller.

In no event will AudioEye, CivicPlus, any of their affiliates, or any of their respective directors, officers, shareholders, employees, and agents (collectively, the "AudioEye Parties"), be liable for any damages (whether direct or otherwise) or subject to any indemnification, hold harmless or

defense obligations arising out of, relating to or resulting from any third party claim alleging that any website, tool or application subject to any AudioEye offering is not compliant with any laws, regulations, guidelines or standards relating to accessibility, including without limitation the Americans with Disabilities Act, the Unruh Civil Rights Act, the Rehabilitation Act or any web content accessibility guidelines (“Accessibility Claim”) and Customer covenants not to bring or assert any claim against AudioEye or the AudioEye Parties relating to such Accessibility Claim.

If AudioEye or Customer or any parent or affiliate receives any communication, or as a defendant is served with a complaint, alleging an Accessibility Claim, Customer will promptly provide CivicPlus and AudioEye with a copy of such communication or complaint. In connection with any Accessibility Claim, none of the CivicPlus or Customer or any parent or affiliate or employee of any such entity or person will refer to AudioEye or the services performed by AudioEye without AudioEye having an opportunity to review and comment upon such reference.

Without limitation and unless otherwise provided in a separate agreement, the Service does not provide accessibility or compliance, or otherwise remediate, the following: (1) any documents, spreadsheets, pdfs, or other non-website content or files accessible via the Authorized Domain, (2) any videos or other multimedia files accessible via the Authorized Domain (including embedded videos or multimedia files from third-party platforms), (3) any non-website applications, (4) any domains linked from the Authorized Domain that is not an Authorized Domain (including Google Maps or Instagram), (5) any third-party content or widget including plug-ins, iframes or applications, (6) any plug-ins, iframes or applications that use the flash format, or (7) a java application that operates in a separate window.

**Services Ordered**

On behalf of CivicPlus, AudioEye will provide the Services listed below to the Customer. AudioEye retains the right to change the Services subject to the terms of the Agreement.

Feature	Description
<b>Find</b>	
Active Monitoring	<ul style="list-style-type: none"> <li>• Anonymously records potential accessibility issues based on prescribed WCAG elements anytime an end-user visits a page within the Authorized Domain</li> </ul>

	<ul style="list-style-type: none"> <li>Results based on pages actually used (Example: more monitoring on a home page and less on a blog from 3 years ago)</li> </ul>
Manual Testing * Monthly Template Reviews	<ul style="list-style-type: none"> <li>Functional usability testing conducted by assistive technology (AT) testers on templates on which the Authorized Domain is based</li> <li>Code review of templates by accessibility engineers</li> </ul>
<b>Fix</b>	
Auto Remediations	<ul style="list-style-type: none"> <li>Fixes that are applied to every page within an Authorized Domain</li> <li>Automatically remediates common issues</li> </ul>
Manual Remediations * Template Specific	Remediations applied to templates on which the authorized domains are based according to test results from Manual Testing
<b>Report</b>	
Dashboard	<ul style="list-style-type: none"> <li>Reporting insights</li> <li>Resources &amp; Documentation</li> <li>Training Materials</li> </ul>
OnSite Scanner	<ul style="list-style-type: none"> <li>Real-time testing results</li> </ul>
<b>Toolbar</b>	
Visual Toolkit	Allows end users to fix visual issues on the Authorized Domain
Help Desk	Gives end-users the ability to report an accessibility issue to AudioEye and the site owner; available 24/7

<b>Documentation</b>	
Sustainable Testing and Remediation (“STAR”) Plan	<ul style="list-style-type: none"> <li>• Default documentation for responding to a demand letter or complaint</li> <li>• Outlines how AudioEye enables site owners with a plan to sustain compliance</li> </ul>
Certification Statement	<ul style="list-style-type: none"> <li>• Delivered through the toolbar</li> <li>• Shows end-users that AudioEye is certifying compliance with WCAG standards</li> </ul>
Accessibility Statement	<ul style="list-style-type: none"> <li>• Statement that a site owner can integrate within their site</li> <li>• Demonstrates that a site is committed to providing an accessible experience</li> </ul>
<b>Training</b>	
Online Training Library	Pre-made documentation and videos that show site owners how to fix certain issues, and why they matter
<b>Premium Support</b>	
Online/ZenDesk	<ul style="list-style-type: none"> <li>• Direct connection with an expert and dedicated Partner Account Manager</li> <li>• Priority support to resolve issues or questions when they arise</li> </ul>
<b>Legal Support Services</b>	
Advanced Legal	<ul style="list-style-type: none"> <li>• If a demand letter/lawsuit is received the AudioEye team will activate and respond line by line to the letter and provide support throughout the process</li> </ul>

	<ul style="list-style-type: none"> <li>• AudioEye will also fully remediate new validated issues on the site so site owners can show consistent progress and intent to be fully accessible</li> </ul>
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**Compliance Plan Statement**

While no offering guarantees compliance, AudioEye’s solution provides services according to an accessibility compliance plan for your website. Specifically, AudioEye defines “compliance” by referencing well-established industry standards and long-standing models that define the required processes and procedures that comprise a successful website accessibility strategy. Those compliance elements, which are listed below, are typically outlined within mutually agreed upon accessibility resolution agreements executed between disability advocates and organizations seeking to fulfill their obligations to ensure an optimal and equitable experience for individuals with disabilities. These standards are as follows:

<b>Compliance Element</b>	<b>AudioEye Solution</b>
Effectuate and Maintain a Comprehensive Plan	Sustainable Testing and Remediation (STAR) Plan Framework
Work with Accessibility Specialists	International Association of Accessibility Professionals (IAAP) Certified Experts (SMEs) design your STAR Plan.
Accessibility Training & Tooling	<ul style="list-style-type: none"> <li>• Online Training Library</li> <li>• AudioEye Toolbar</li> <li>• On-site Scanner</li> </ul>
Provide a Public “Grievance Process”	24/7 Fully Managed Help Desk in Toolbar
Publish and Maintain Digital Accessibility Policy Statement	<ul style="list-style-type: none"> <li>• Compliance Statement</li> <li>• Accessibility Statement Template</li> </ul>

Periodic SME Manual Auditing	Periodic technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers on templates and/or domains**
Fixing Reported Issues	<ul style="list-style-type: none"> <li>• AI/Auto Remediations</li> <li>• Manual Remediations**</li> <li>• Fix at Source Reporting/Guidance**</li> </ul>
Conformance with Prevailing Digital Accessibility Standards (Current as of Effective Date: Web Content Accessibility Guidelines “WCAG” 2.1 Level AA)	STAR Plan achieves & sustains substantial conformance to eliminate existing, and mitigate future, digital access barriers
<p>* Certain accessibility issues may need to be resolved by the Customer at the source level.</p> <p>** Tier-specific services; May require the purchase of additional add-on services.</p>	

**Process Automation and Digital Services (CivicOptimize) Terms**

The Customer’s use of the Process Automation and Digital Services is subject to the Acceptable Use Policy set forth at [Process Automation and Digital Services Acceptable Use Policy](#).

The Customer understands the features and functionality included with the Customer’s selected Service tier option and limitations thereof. The Customer relies on its own skill and judgment in selecting the appropriate Service Tier and acknowledges that it has received no promise, guarantee, representation, warranty or undertaking regarding profitability or any consequence or benefit to be obtained from the Service.

The Customer understands and agrees that the Customer is solely responsible for the content and type of data stored for its end users and/or residents. CivicPlus implements industry-

standard data protection for stored data; however, the Services are not PCI or HIPAA compliant. CivicPlus cannot monitor and control the Customer's actions; therefore, in the event the Customer solicits and stores any PII, PHI, PCI, or other financial data, it is at the Customer's sole discretion and risk. The Customer as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.

### **External Processor**

For an additional fee, to be quoted at the time of scoping, CivicPlus may facilitate an automated process for redirecting credit card payments to the Customer's existing payment gateways/merchant account processors (**Gateway**). For card payments, CivicPlus will redirect any payment processing to the Customer's Gateway, and the Gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process, or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI-compliant controls for the system components and applications that provide the redirection services only.

The Customer will enter into a merchant account agreement with their selected Gateway provider that is within CivicPlus's network of integrated Gateways (**Integrated Partner**). Such agreement's terms and conditions will solely ensure the benefit and obligation of the Customer; CivicPlus shall not be a party to such agreement. CivicPlus will facilitate contact between the Customer and the selected Integrated Partner for contracting purposes and shall integrate the Integrated Partner's Gateway system into the Customer's Services for the fee set forth on the applicable SOW. The Customer agrees to assume responsibility for ensuring the execution of a Gateway contract with the Customer's select Gateway provider, to comply with all terms and conditions of such contract, and to pay all fees required to maintain the services. The Customer acknowledges that the fees outlined in the applicable SOW do not include any transaction, processing, or other fees imposed by the Customer's Gateway.

The Customer is solely responsible for their relationship with their selected Gateway. In no event will CivicPlus:

1. Take part in negotiations,
2. Pay any fees incumbent on the Customer or merchant account, or
3. Acquire any liability for the performance of services of any chosen Gateway, including those Integrated Partners.

The Customer acknowledges switching to a different Gateway after signing this SOW may incur additional fees and require a written and signed modification to this SOW. The Customer shall

continue to be responsible for negotiating and executing any Gateway agreement as described herein for any additional Gateway changes. The Customer understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any Gateway provider selected by the Customer, whether such a provider is an Integrated Partner or not.

Customers must ensure that all payment-related activities carried out through the Services meet the requirements of PCI DSS. For the sake of clarity, the Customer shall not solicit payment data from its end-users anywhere outside of the CivicPlus Platform portal.

## **Public Records Request Software (NextRequest) Terms**

### **General Terms**

NextRequest is an integrated web-based service, which assists customers in responding to records requests (the “Services”). The Service consists of a core web-based application and any optional modules which may be purchased by the Customer. The details of the Services subject to this Agreement are set forth in the SOW.

With respect to the Services, CivicPlus maintains the level of security outlined in the NextRequest Security Policy (“Security Policy”).

Customer acknowledges that Customer has the legal right and authority to provide Customer Content to CivicPlus, and to make such Customer Content and Requester content publicly available through the Service.

An end user using the Services to make a public records request or to access or download publicly-available records (“Requester”) and all content created by the Requestor is subject to the CivicPlus Terms of Use.

Usage Data is information other than Customer Content or Requester content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from CivicPlus or its service providers’ monitoring of Customer’s access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with CivicPlus. Usage Data shall be considered the Confidential Information of CivicPlus. CivicPlus will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for CivicPlus to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that CivicPlus may: (a) use Usage Data as necessary to provide Services under this

Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

Unless expressly provided in the Order Form, CivicPlus is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

CivicPlus shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with CivicPlus. Customer agrees that if Customer uses the Service to process Sensitive Information, as defined below, any such use is at Customer's own risk and CivicPlus will have no liability to Customer or any third party arising out of or relating to such use. Customer will not disclose to CivicPlus or the Service any information that Customer is prohibited by any law or regulation from disclosing. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.

### **Acceptable Use Policy**

Customer shall not use the Service to:

1. send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic;
2. send, upload, distribute, or transmit or store Prohibited Content, as defined below;
3. distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

4. alter, disable, interfere with, disrupt, circumvent, or exploit vulnerabilities in any aspect of the Service or CivicPlus's or third parties' other services or systems;
5. monitor data or traffic on the Service without permission;
6. forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route;
7. infringe or misappropriate the Intellectual Property or privacy rights of any person;
8. otherwise violate, or promote the violation of, any law or the legal rights of any person;
9. impersonate another person;
10. for any high-risk use where the failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems, or weaponry systems;
11. otherwise access or use the Service beyond the scope of the authorized purpose of the Services.

If the Customer becomes aware of any actual or threatened activity prohibited under this section, the Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify CivicPlus. Customer is responsible for any act or omission of any Customer User. CivicPlus and its service providers may report any activity, including disclosing appropriate information if they suspect such activity violates any law or regulation.

“Prohibited Content” means content that:

1. violates any third party's rights, including privacy or Intellectual Property rights;
2. is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate-related, violent, harmful to minors;
3. advocates racial or ethnic intolerance;
4. is intended to advocate or advance computer hacking or cracking; gambling; other illegal activity; drug paraphernalia; phishing; malicious content; and other material, products, or services that violate or encourage conduct that would violate any laws or third-party rights.

### **Deletion of Customer Content**

The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content (“Deleted Content”), such Customer Content is removed from databases

accessible to Customer, Requester, and/or the general public so that Customer no longer has access to Deleted Content.

However, copies and backups of Deleted Content may continue to be stored on CivicPlus or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will CivicPlus provide Customer with copies of Deleted Content. CivicPlus may provide Deleted Content to third parties as required by law or court order and will notify Customer to the extent allowed by applicable law.

### **Removal of Customer Content, Suspension of Service**

1. CivicPlus reserves the right to remove or prohibit any Customer Content or Requester content that CivicPlus determines in its reasonable discretion violates applicable law, the Terms of Use, or the Acceptable Use Policy.
2. CivicPlus may suspend or terminate Customer's use of the Services if CivicPlus reasonably believes in good faith that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of CivicPlus, its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event that Customer's use of the Services is suspended or terminated pursuant to this section, Customer shall be entitled as its sole remedy (and CivicPlus sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.
3. Notwithstanding the foregoing and for the avoidance of doubt, CivicPlus shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester content.
4. If CivicPlus or a service provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, CivicPlus will give Customer advance written notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

### **Mass Notification System (CivicReady) Terms**

#### **Appropriate and Acceptable Use of Service**

The Mass Notification Services provides the ability for the Customer to generate high-speed notifications to listed databases through an internet-hosted software application. The

Customer's database(s) shall be limited to containing contact data located within the geographic boundaries of the Customer's legal locality. The Customer may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

The Customer agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. The Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by those who access the Service, or otherwise delivered by the Service on behalf of the Customer.

The Customer shall be solely responsible for compliance with, and any violations of, all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State, and Local telemarketing laws and requirements.

Customer's Annual Recurring Services Fees agreed upon herein are based on current carrier transactional costs for SMS and voice usage ("Transactional Costs") as well average CivicPlus historical customer usage patterns ("Assumed Usage"). CivicPlus reserves the right to audit Customer's actual usage ("Actual Usage") to determine whether Customer's Actual Usage exceeds the Assumed Usage. In the event Customer's Actual Usage exceeds the Assumed Usage or the Transaction Costs increase, CivicPlus will notify the client of such usage or cost increase and give the Customer 90 days to reduce usage or CivicPlus will increase the Annual Fees resulting from such increase in transactional costs or actual usage. The increase in the Annual Recurring Services Fees shall be implemented on the first of the month following the expiration of the 90-day cure period.

**Emergencies:** Unlimited Voice packages shall apply to Emergency Messages only. For the purposes of the Services, "Emergency Messages" shall be defined as an imminent threat to life or property, including NOAA Warnings. NOAA Watches and Test messages shall not be considered Emergency Messages, but may be added upon written request by Client to CivicPlus, for an additional fee. In case of dispute, CivicPlus shall have the sole discretion as to whether any communication shall constitute an Emergency Message.

**IPAWS:** The Customer shall be responsible for obtaining and maintaining Alerting Authority, as defined at <https://www.fcc.gov/ipaws> software provided by CivicPlus.

### Usage Limits

Message Plans	Usage
Communicator Unlimited SMS	Unlimited

Communicator Unlimited Emergency Voice	Unlimited
Communicator Flex	Annual calendar year usage will be tracked against Customer's purchased plan
Non-Emergency Voice Minutes	Annual calendar year usage will be tracked against Customer's purchased plan

Any overages will be billed in 10,000 Message Unit increments at the then current CivicPlus rates.

Type of Message	Message Unit (Segment)
Voice	Up to sixty (:60) seconds of voice call per segment. Calculated in whole segments.
SMS	Text segments of up to 160 characters per segment. Calculated in whole segments.

### **Account Information and Privacy**

CivicPlus does not own any Customer Data and the Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. CivicPlus reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, the Customer's non-payment. Upon termination for cause, the Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

### **Disclaimer of Warranties and Limitation of Liability**

The Customer is responsible for implementing sufficient procedures and checkpoints to satisfy the Customer's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CivicPlus will not be liable for any loss or damage caused by a distributed Denial-of-Service Attack, viruses, or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data, or other proprietary material due to the

Customer's use of the Services or to the Customer's downloading of any material posted on it or any website linked to it.

The Customer's use of these Services is at the Customer's own risk. The Services are provided on an "As Is" and "As Available" basis, without any warranties of any kind, either express or implied. Neither CivicPlus nor any person associated with CivicPlus makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services without limiting the foregoing, neither CivicPlus nor anyone associated with CivicPlus represents or warrants that the Services will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services will otherwise meet the Customer's needs or expectations.

To the fullest extent permitted by Law, in no event shall CivicPlus, its officers, directors, employees, agents, vendors, or suppliers be liable:

1. for any indirect, special, incidental, consequential, exemplary, or punitive damages related to or arising from the Customer's use, misuse, or inability to use the Services, including but not limited to, damages for lost data, lost profits, or cost of procurement of substitute goods or services, personal injury, or property damage of any nature resulting from the Customer's use of the Services, unauthorized access to our servers, server unavailability and any personal information stored therein, any delays or interruptions due to electronic or mechanical equipment failures, Denial of Service attacks, data processing failures, telecommunications or internet problems or utility failures, however cause under any theory of liability, including but not limited, to contract, tort, strict liability or negligence and whether or not CivicPlus was or should have been aware or advised of the possibility of such damage or even if a remedy fails of its essential purpose; or
2. for any claim attributable to errors, omissions or other inaccuracies in the Services or destructive properties of the Service. In no event shall CivicPlus's aggregate liability under these terms of use exceed two times (2X) the total sum of monies paid from the Customer to CivicPlus as consideration for use of the services during the twelve (12) months immediately preceding the event giving rise to such liability.

### **Internet Delays**

CivicPlus' Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. CivicPlus is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## **311 CRM (SeeClickFix) Terms**

The Customer agrees to use the SeeClickFix 311 CRM Services in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act. The Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service, or otherwise delivered by the Service on behalf of the Customer.

CivicPlus does not own Customer Data. The Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. CivicPlus reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, the Customer's non-payment. Upon termination for the Customer's breach, the Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

CivicPlus will provide access to the Services via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues. End users will be able to interact with the Services and post various content including words and photos ("User Content"). While the User Content is governed by CivicPlus' published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to moderate and edit User Content.

CivicPlus will provide the Services and manage the User Content and Customer Data in compliance with the SeeClickFix Data Retention Policy (PDF) and CivicPlus Terms of Use. The Customer understands and agrees that it has sole discretion over the solicitation, collection, storage, or other use of end-users' personally identifiable information (PII), including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end-user PII. The Customer further understands and agrees that the Customer is solely responsible for the use or storage of end-users' PII in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of PII.

To the extent it may apply to any of the Services or deliverables included in the applicable SOW, admin user logins are for designated individuals chosen by the Customer ("Admin Users") and cannot be shared or used by more than one Admin User. The Customer will be responsible for the confidentiality and use of Admin User's passwords and usernames. The Customer will also be responsible for all electronic communications, including those containing business

information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under the Customer's account. The Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any Admin User's password or username and/or personal information .

### **Conversations**

The Conversations/SeeClickFix Pro text message (SMS/MMS) Services comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Customer at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event the Customer exceeds the set usage amounts herein, CivicPlus will provide the Customer with a report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Customer in the event the Customer exceeds the usage amounts in any month.

### **API Usage**

Customers usage of any APIs from the SeeClickFix 311 CRM application must adhere to the CivicPlus API Acceptable Use Policy.

## **Social Media Archiving (ArchiveSocial) Terms**

### **License to Host Archived Content**

For the purposes of these terms, "Archived Content" means content, data, and Social Media Archiving Services that the Customer transmits to and through certain social media platforms and certain internet websites that the Customer designates.

The Customer grants to CivicPlus, and its affiliates and applicable contractors worldwide, limited-term license to host, copy, display, and use any Archived Content as reasonably necessary for CivicPlus to provide, and ensure proper operation of, the Services and associated systems in accordance with the applicable Statement of Work ("SOW"). Subject to the limited license granted herein, CivicPlus acquires no right, title, or interest from the Customer or the Customer's licensors under the applicable SOW in or to any of the Archived Content.

### **Supported Sites & Permitted Accounts**

In addition to the license granted in the Section above, in order for CivicPlus to provide the Service and to capture and to maintain Archived Content for the Customer, The Customer must provide CivicPlus with certain information ("Authentication Information") with respect to any

social media account and/or internet website, platform or service that CivicPlus supports (a "Supported Site") and that the Customer would like to be included as part of the Customer's Archived Content.

The Customer represents, warrants, covenants and agrees that the Customer has not, and that the Customer will not, provide CivicPlus with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or internet website in connection with Customer's use of the Service and CivicPlus's archival of any Archived Content other than with respect to user accounts for which:

1. the Customer or a representative of the Customer is the actual owner or
2. the Customer has been explicitly authorized to provide such access (collectively, "Permitted Accounts").

### **Limitations on Licensor's Ability to Provide the Service and Maintain Archived Content**

In order for CivicPlus to provide the Service and to capture and to maintain Archived Content for the Customer, CivicPlus relies on the Customer and on the owners and operators of the Supported Sites to provide CivicPlus with access to the content, data, and/or information the Customer transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if the Customer changes any Permitted Accounts Information the Customer has provided to CivicPlus without, if necessary, first notifying CivicPlus, or otherwise limits or revokes CivicPlus's ability to access any of the Customer's Permitted Accounts, CivicPlus may be unable to continue to provide the Service as intended, or at all.

It is also possible that, without any notification to the Customer or CivicPlus, one or more Supported Sites will:

1. change their website or service,
2. change the APIs through which CivicPlus accesses such website and/or service,
3. amend the terms of use or other policies through which the Customer or CivicPlus use and access such website and/or service,
4. provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data, and/or information the Customer transmits to and through such Supported Site, and/or
5. take other actions to restrict the Customer's or CivicPlus's access to such website and/or service and the content, data, and/or information contained therein.

Any of these events could disrupt CivicPlus's ability to provide the Service as intended, or to provide the Service at all, including CivicPlus's ability to capture or to maintain the Customer's Archived Content. In addition, it is also possible that CivicPlus's ability to provide the Service or to capture or to maintain the Customer's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking, or other security vulnerabilities, the failure of equipment or services provided by CivicPlus or by third parties or other events, including force majeure events.

### **Usage Limits**

Services and Archived Content are subject to usage limits, including, for example, the number of Permitted Accounts and/or the monthly volume of new Archived Content. If the Customer regularly exceed the contractual usage limit set forth on the applicable SOW, CivicPlus may work with the Customer to help reduce usage so that it conforms to that limit. If, notwithstanding CivicPlus's efforts, the Customer is unable or unwilling to abide by a contractual usage limit, the Customer may be required to purchase additional quantities of the applicable Services upon CivicPlus's request.

### **Content Restrictions**

The Customer may not incorporate or use the Services in connection with the Customer's Permitted Accounts if the Customer's Permitted Accounts or any of the content, data, and/or information available on such Permitted Accounts (or if the Customer's use of the Service otherwise) falls within any of the following:

1. is primarily directed to children age 13 or under or that has children aged 13 or under as a significant proportion of its users;
2. contains adult entertainment, including, but not limited to, pornography, erotic content, sexually explicit content, prostitution, or any other content not appropriate for general audiences; or
3. promotes, encourages, or facilitates any illegal activity, violates the law, or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality).

Any use of the Services in breach of these standard product terms for the Services, by the Customer or any individual authorized by the Customer to use the Services ("User(s)") that in CivicPlus's sole judgment threatens the security, integrity or availability of the Services, may result in CivicPlus's immediate suspension of the Customer's use of the Services; however, CivicPlus will use commercially reasonable efforts under the circumstances to provide the

Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

### **Supported Platform API Terms of Service**

The Customer agrees to be bound by the terms of service for each of the Supported Platforms for which the Customer has authorized with the Customer's Authentication information, including but not limited to: YouTube's Terms of Service.

### **Service Disclaimer**

While CivicPlus will undertake commercially reasonable efforts to provide the Service (including with respect to Archive Content) to the Customer, CivicPlus cannot and does not represent, warrant, or guarantee that CivicPlus will be able to do so in full at all times or at any particular time, nor does CivicPlus represent, warrant, or guarantee that CivicPlus will be able to capture full and accurate record of the Customer's Archived Content at all times or at any particular time, nor does CivicPlus represent, warrant, or guarantee that any website, platform, or service that is currently a supported site will remain a supported site. Accordingly, the Customer's use of the website and the Service is expressly conditioned and the Customer's Acknowledgement and Acceptance of the Limitations set forth in this section and the Limitation of Liability set forth in the Agreement.

## **Agenda Meetings and Management (CivicClerk and Municode Meetings) Terms**

The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. The Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

1. infringes or violates any third party's Intellectual Property rights, rights of publicity, or rights of privacy,
2. contains any defamatory material, or
3. violates any federal, state, local, or foreign laws, regulations, or statutes.

The scope of the initial implementation services to be delivered by CivicPlus at the time of signing a Statement of Work ("SOW") are as listed in the applicable SOW. The Customer is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline. Upon the making of the Customer's instance of the Services live and accessible on the internet to the intended audience ("Go-live"), any

unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the Services in a timely manner. CivicPlus will make reasonable efforts to confirm Go Live status with the Customer, but reserves the right to deem the Customer's use of the Services in the intended course of business as Go Live.

### **CivicPlus Media**

Close Captioning, Transcription, and Translation services may be selected in the Services at the applicable and published rates displayed in the Services.

The Customer is responsible for requesting and initiating the Close Captioning Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 4 business days of Customer initiation, with regard to Transcriptionist-Based Closed Captioning, and within 24 hours of Customer initiation, with regard to Machine-Based Closed Captioning. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

The Customer is responsible for requesting and initiating the Translation Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 5 business days of Customer initiation, with regard to Human Translation service, and within 24 hours of Customer initiation, with regard to Machine Translation service. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

By initiating the Services on the production site, the Customer is agreeing to all associated costs for its use of the Services. The Fees for the Services used by the Customer shall be invoiced by CivicPlus on a monthly basis, in arrears. Such invoice to include: the Category of the Services used; the duration, in minutes (rounded to the nearest minute), each category of Services was used in the prior month; and the total amount owed to CivicPlus by the Customer for the Services used in the month prior. If, at any time, the Customer's account is past due, CivicPlus may refuse to provide the Services until the Customer's account is brought up to date and all unpaid amounts owed are paid.

All human-based translation services shall have a 3.5 minute minimum requirement for review.

Upon full and total payment, the Customer shall own the certain transcription and captioning work product produced by the Services (the "Work Product"). The Customer understands and agrees that the audio characteristics may increase transcription pricing, the Rates for the Services provided above assumes the audio is reasonably clear and good, good audio is any media that is clearly recorded in a controlled environment with one person talking at a time with minimal background noise and no media defects. The format must be recorded in the specific formats required and communicated to the Customer by CivicPlus. CivicPlus does endeavor to provide an accurate Work Product; however, The Customer should be aware that any audio that does not meet the criteria above may impact the quality of the Work Product and cause it to drop in accuracy. Accuracy is defined as:

1. words are spelled correctly;
2. phrases and sentences make sense in a standalone document; and
3. text is near exact replication of spoken words. The Work Product will not include unintended speech such as "ums" and "uhs", stuttered speech, or difficult proper nouns.

The Services and Work Product are provided on an "as is" basis, and the Customer's use of the Services is at its own risk. CivicPlus does not warrant that the Services or the Work Product will be uninterrupted or error-free or unaffected by force majeure events.

### **Boards and Committees Applications**

The Boards and Committees Application is solely intended for the display of board positions, applications thereto, and approval workflow for applicants to such boards (the "Intended Use"). Customer shall not create additional forms, workflows, workflow events, or boards, nor allow users to utilize the Board and Committees Application for any purposes not related to the Intended Use.

Customer will not solicit for sensitive PII to be stored in the Boards and Committees Application. Customer shall remain responsible for the type and treatment of data stored in the Boards and Committees Application in compliance with applicable law.

### **Commonlook Clarity**

Customer understands the Commonlook Clarity Accessibility scanner (the "Accessibility Services") performs automated scans of PDF files for conformance with commonly accepted accessibility standards (WCAG 2.2) and generates compliance pass/fail status reports. The Accessibility Service are intended as a diagnostic aid and does not include accessibility remediation, manual testing, or legal certification.

Use of the Accessibility Services does not constitute legal advice or accessibility certification. Customer remains solely responsible for ensuring compliance with applicable accessibility laws and regulations. It is the sole responsibility of the Customer to verify accessibility findings and determine necessary remediation steps. The Accessibility Services may not detect all accessibility issues, especially those requiring human judgment or context.

Uploaded documents are processed for accessibility analysis only. Files are not stored, shared, or used for any other purpose unless explicitly agreed upon.



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Dennis Bozanich

**DATE:** November 18, 2025

**SUBJECT:** Consider Selecting a Holiday Banner with Alternative Versions of the City of Clayton Logo

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## **RECOMMENDATION**

Staff recommends that the City Council select a Holiday Banner with one of three design options for the city logo

## **BACKGROUND**

The current City of Clayton logo is difficult to see clearly on the Holiday banners. The holiday banners will be used throughout the City and are a partnership between the City of Clayton and the Clayton Business and Community Association (CBCA).

## **ANALYSIS**

The Council is being asked to select a Holiday Banner from the three options with different iterations of the City logo. See Attachment B. The first proposed banner on the left contains the current City logo. The middle shows an alternative City logo and the option on the right is a version of the City logo similar to the existing logo but with the addition of an oval background and border as was generally discussed at the October 21, 2025 meeting.

## **CEQA**

Selecting a holiday banner is an administrative action that is exempt from CEQA.

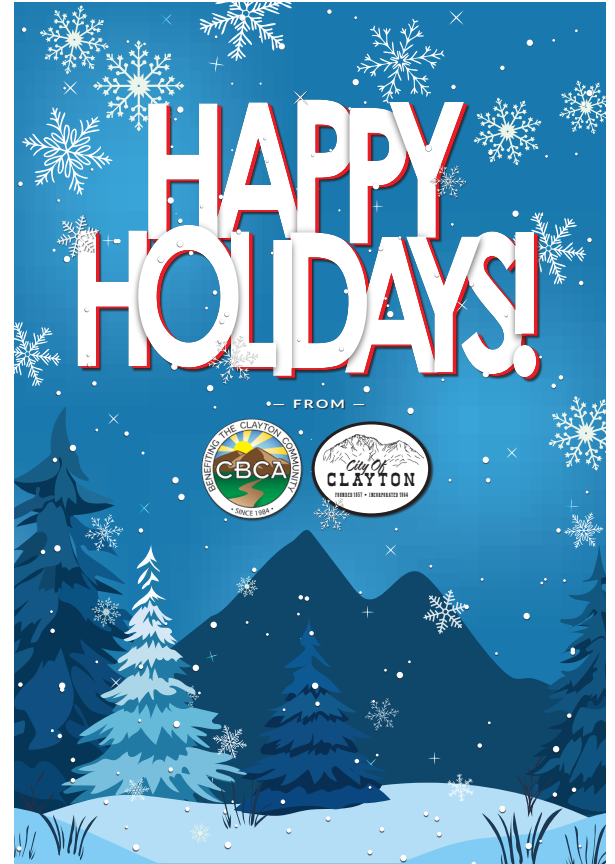
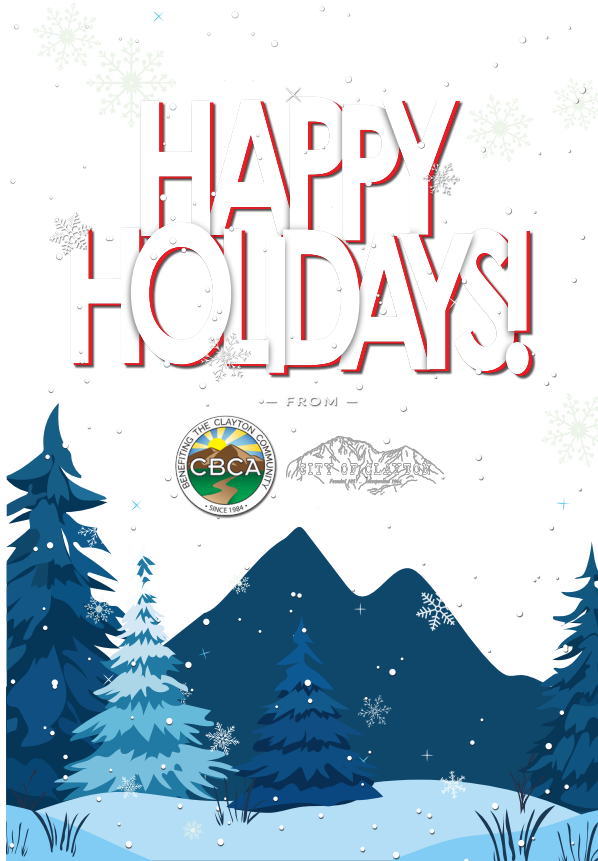
## **FISCAL IMPACT**

There is no difference in the expenditure impact associated with the choice of any the three City logos for the Holiday Banners.

## **ATTACHMENTS**

[Att B - Holiday Banner with Logo Options.pdf](#)

LARGE STREET BANNERS 46" X67"





# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Dennis Bozanich

**DATE:** November 18, 2025

**SUBJECT:** Discussion of Current and Ongoing Goal for Pavement Condition Index (PCI) and Additional Road Maintenance Funding Options

## **RECOMMENDATION**

Staff recommends that the City Council receive this report, and if necessary, provide direction regarding options for maintaining the City’s street network and Pavement Condition Index (PCI), including whether to initiate additional analysis through StreetSaver scenario modeling to evaluate funding levels and long-term PCI outcomes.

## **BACKGROUND**

The Pavement Condition Index (PCI) is a nationally recognized measure (ASTM D6433-20) used to assess the overall health of a city’s roadway network on a scale from 0 to 100, where higher values represent better pavement condition. The PCI provides an objective framework for managing pavement assets, prioritizing maintenance and rehabilitation activities, and planning long-term capital investments.

## **PCI Ranges and Maintenance Actions**

<b><u>PCI Range</u></b>	<b><u>Condition</u></b>	<b><u>Recommended Action</u></b>
85–100	Excellent	Routine maintenance
70–84	Good	Preventive maintenance
55–69	Fair	Minor rehabilitation
40–54	Poor	Major rehabilitation
25–39	Very Poor	Partial reconstruction

0–24                      Failed                      Full reconstruction

Previously, the City Council had established an aspirational goal to maintain the roadway system at "73-ish"

## **ANALYSIS**

Clayton's roadway system is trending toward lower PCI values due to underfunded maintenance levels. Continuing at the current spending rate will accelerate deterioration, leading to higher long-term costs. Council direction on preferred funding strategies or modeling efforts will help establish sustainable pavement management goals and protect the City's roadway infrastructure.

## **CITYWIDE CONDITION AND FUNDING STATUS**

The City's current average PCI is approximately 70 (FY 2025-26), down from 73 in 2024, reflecting an annual decline of 3–4 PCI points under current funding levels. To maintain the PCI at 70, staff has received an estimate that the City would need to spend approximately \$2.8 million annually. Existing recurring funding—derived primarily from gas tax and 'return-to-source' revenue—totals roughly \$700,000, leaving an annual shortfall of about \$2.1 million. This is a recently updated number provided by the City's engineering services contractor. Without new funding, the City's PCI is projected to fall into the 60–65 range within 3–5 years, resulting in increased deferred maintenance, higher rehabilitation costs, and accelerated deterioration across the street network.

## **60–65 PCI SCENARIO IMPLICATIONS**

- The cost to maintain a PCI of 60–65 is similar or higher than the cost of sustaining a PCI near 70.
- Road systems in the 60s require more intensive and expensive repairs to regain higher PCI levels.
- Investing an additional \$1 million per year (instead of the \$2.1 million full gap) would slow decline, resulting in:
  - PCI reaching 65 in approximately 4–5 years, or
  - PCI reaching 60 in approximately 7–9 years.
- These projections assume citywide averages; while recently rehabilitated roads may hold PCI values near 90, other streets could fall into the 50s.

## **OPTIONS FOR COUNCIL CONSIDERATION**

### 1. Status Quo:

Maintain current funding (\$700,000 per year). PCI likely falls from 70 to 60–65 within 3–5 years.

### 2. Supplemental Funding:

Add \$1–\$2 million annually through new sources (e.g., sales tax, infrastructure measure, other).

- \$1 million: slows PCI decline to 2–2.5 points per year.
- \$2 million: maintains PCI around 70.

### 3. Scenario Modeling:

Direct staff to engage a StreetSaver consultant to run multiple funding and PCI scenarios at estimated cost of \$4,000, analyzing the impacts of varying investment levels across the roadway system.

**CEQA**

This is not a project under CEQA

**FISCAL IMPACT**

No immediate fiscal impact is associated with this report. However, future PCI outcomes depend on the City's investment decisions. Additional modeling through StreetSaver would cost approximately \$4,000, which could be accommodated within existing maintenance budgets.

**ATTACHMENTS**

[Pavement\\_Condition\\_Index\\_Summary.pdf](#)

# Road Maintenance Funding and PCI Options

City of Clayton

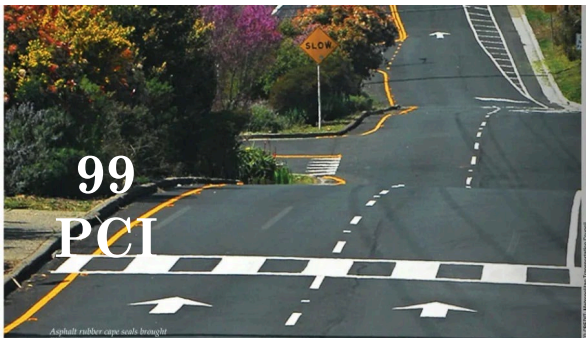
City Council Meeting

November 18, 2025

# Pavement Condition Index (PCI) – Summary Overview

- PCI Ranges and Actions:
  - 85–100: Excellent – Routine maintenance
  - 70–84: Good – Preventive maintenance
  - 55–69: Fair – Minor rehabilitation
  - 40–54: Poor – Major rehabilitation
  - 25–39: Very Poor – Partial reconstruction
  - 00–24: Failed – Full reconstruction
- Strategic Value:
  - Data-driven pavement management
  - Supports transparent decision-making
  - Enables efficient capital programming

# PCI Gallery



# Clayton Status Quo Options

- PCI in 2024 was 73
- PCI is falling ~3-4 index points per year
- PCI in 2025-26 = 70
- Cost to maintain status quo (PCI=70) is \$2.8M
  - Gas tax and return to source funding = \$700K
  - Unidentified revenue needed = \$2.1M
- 60-65 PCI = delayed road maintenance/rehab work for 3-5 years

# Clayton 60-65 PCI Options

- Cost to maintain truly at 60 or 65 is around the same as today or probably higher
- Road system will need more expensive fixes in the 60's versus the 70's
- Investing an additional \$1M (versus the \$2.1M) likely means the PCI falls on average 2 to 2.5 pts per year.
- PCI would reach 65 in 4-5 years, or 60 in 7-9 years, not the 3-5 years
- Risk: PCI # is an average of the entire City road system; Rehabbed roads will = 90 & other roads will = 50

# Options for Council

- Run multiple StreetSaver scenarios that add new revenue at different levels - \$1M, \$1.5M or \$2.0M
- Then examine the PCI impacts for different parts of the road system
- Scenario generation/impact analysis would require hiring a StreetSaver consultant for ~\$4,000



# STAFF REPORT

**TO:** CLAYTON CITY COUNCIL

**FROM:** Dennis Bozanich

**DATE:** November 18, 2025

**SUBJECT:** Consider Receiving Reports on the FY2024-25 Year End Budget Status and the FY2025-26 First Quarter Budget Status as well as Consider Adopting Resolution 47-2025 of the City of Clayton Approving FY2025-26 Budget Revisions

## **RECOMMENDATION**

Staff recommends receiving a report on the FY2024-25 Year End Budget Status, a report on the FY2025-26 First Quarter Budget Status and adopting a Resolution of the City of Council of the City of Clayton approving FY2025-26 Budget Revisions.

## **BACKGROUND**

This report provides a comprehensive update on:

- FY2024-25 year-end budget performance,
- FY2025-26 first-quarter budget status, and
- Proposed FY2025-26 budget revisions necessary to maintain balanced budgets for operations across all funds.

The review period covers the entire FY2024-25 (July 2024–June 2025) and the first quarter of FY2025-26 (July–September 2025). These updates are intended to guide the requests made by the City Council for adjustments made to the adopted FY2025-26 Budget.

## **ANALYSIS**

### **FY2024-25 Year-End Results**

*General Fund:* Actual revenues exceeded the adopted budget by approximately \$716,000, primarily due to higher-than-expected Redevelopment Property Tax Trust Fund (RPTTF) revenues, interest earnings, and investment interest. Expenditures were approximately \$784,000 over budget, driven by professional service costs in engineering services and planning services, as well as increased library maintenance and operations.

*Landscape and Maintenance District (LMD):* Revenues met expectations, while expenditures were about \$88,000 higher than budgeted, largely reflecting increased contract and utility costs.

*Other Special Revenue Funds:* Revenues varied across programs. While Measure J and RMRA revenues performed well, grant receipts were lower than budgeted, and several capital

and restricted funds were over-budgeted on the expenditure side relative to actual activity.

### **FY2025-26 First Quarter (Q1) Status**

As of September 30, 2025, General Fund revenues appear below budget due to normal timing of property, sales, and franchise tax collections, which are largely received in the second half of the fiscal year. Some franchise and rental/use fees are slightly ahead of projections. Expenditures are on track when you exclude portions of large annual prepayments for Unfunded Actuarial Liability (UAL), workers' compensation premiums, and annual software subscriptions (Granicus, NeoGov). Staff also notes elevated water costs in park operations which remain a concern.

LMD and Other Special Revenue Funds exhibit similar timing variances, as most assessment and gas tax revenues are received later in the year. HUTA and RMRA receipts are slightly behind schedule but expected to normalize in Q2.

### **FY2025-26 Budget Revision Requests**

Staff has submitted 88 total budget adjustment requests:

- General Fund: 13 requests, with an increase of \$31,717 in previously un-budgeted revenues and a reduction of \$111,169 in expenditures to balance the FY2025-26 budget,
- LMD: 9 requests, with an increase of \$54,093 in previously unbudgeted revenues and an increase of \$55,914 in expenditures to balance the FY2025-26 District budget, and
- Other Special Revenue Funds: 66 requests, with an increase of \$685,487 in previously un-budgeted revenues and an increase of \$504,585 in expenditures to balance all twenty-eight remaining funds for the FY2025-26 budget.

Staff notes that if approved, these revisions would result in balanced budgets for all funds.

The City's overall financial position remains sound and stable, with revenue variances largely due to timing and expenditure differences concentrated in pre-paid costs and contract services. The proposed budget adjustments will align all major funds with actual conditions and maintain fiscal balance through June 30, 2026.

Staff recommends that the City Council receive and file this report, provide feedback on the proposed adjustments if necessary, and adopt the Resolution approving the FY2025-26 Budget Revisions.

### **CEQA**

This proposed action is not a project as defined by CEQA.

### **FISCAL IMPACT**

If no changes are made, approval of the Resolution for the FY2025-26 Budget Revisions will balance the budgets of all funds

### **ATTACHMENTS**

[Att A - Quarterly Budget Update Q4 24-25 and Q1 25-26 - CC.pdf](#)

[Att B - FY2025-26 Budget Revision Details.pdf](#)

[Att\\_C\\_-\\_Resolution\\_47-2025\\_Approving\\_FY2025-26\\_Budget\\_Revisions.pdf](#)

# FY2024-25 Year-end + FY2025-26 Q1 Budget Status Reports and FY2025-26 Budget Revisions

City of Clayton

City Council

November 18, 2025

# Overview

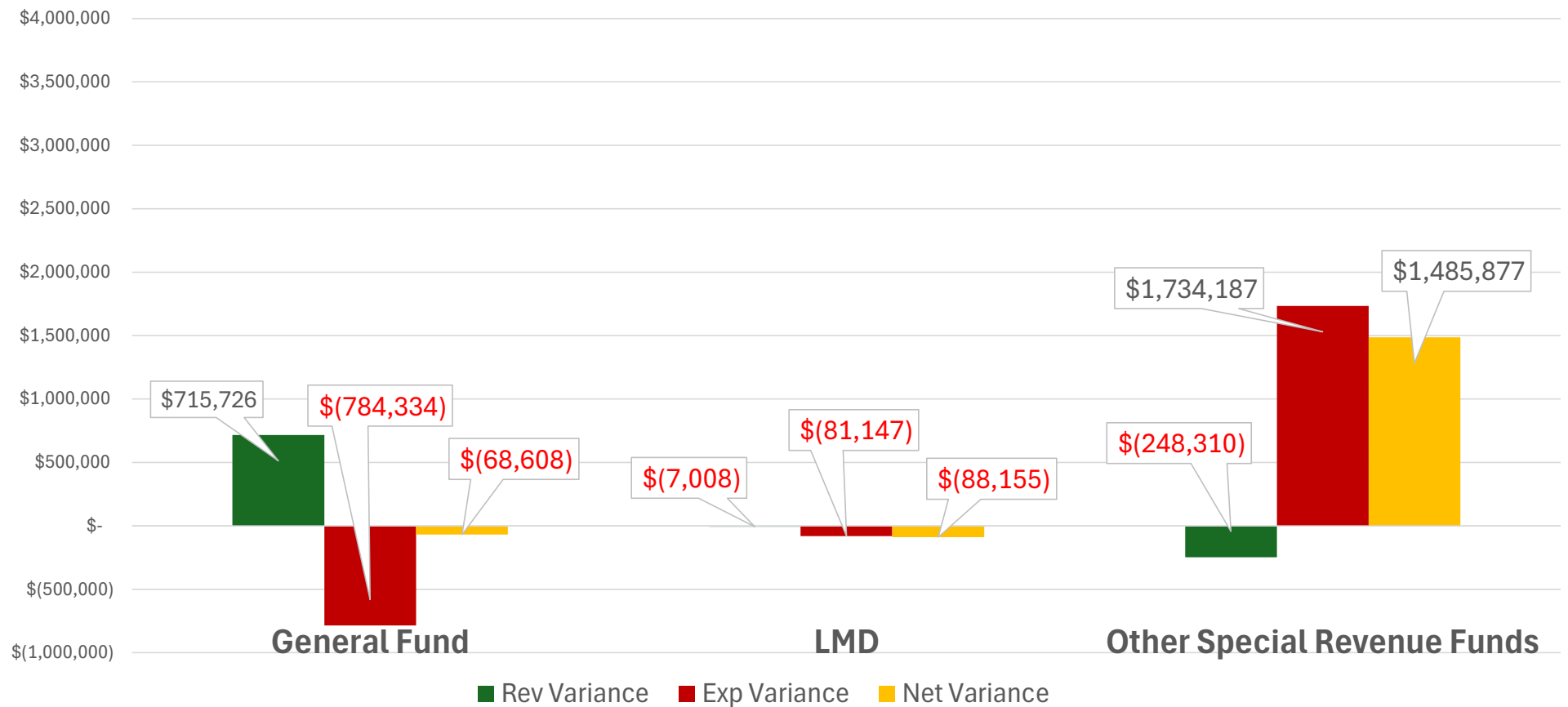
Provide policymakers and residents with:

- Budget status update for the FY2024-25 Year-end and First Quarter of FY2025-26
- Budget Revision requests to balance all the City's funds
- Recommended actions:
  - Receive and file this report
  - Provide staff with suggested changes, if necessary, to the detail list of FY2025-26 budget revisions (Attachment B)
  - Adopt the Resolution approving eighty-eight FY2025-26 budget revisions as may be amended. (Attachment C)

# FY2024-25 Year End Budget Status

	General Fund	LMD	Other Special Revenue Funds
Rev Budgeted	\$ 5,811,063	\$ 1,327,856	\$ 3,333,292
Rev Actual	\$ 6,526,789	\$ 1,320,848	\$ 3,084,982
Rev Variance	\$ <b>715,726</b>	\$ <b>(7,008)</b>	\$ <b>(248,310)</b>
Exp Budgeted	\$ 6,174,503	\$ 1,327,856	\$ 5,360,732
Exp Actual	\$ 6,958,837	\$ 1,409,003	\$ 3,626,545
Exp Variance	\$ <b>(784,334)</b>	\$ <b>(81,147)</b>	\$ <b>1,734,187</b>
Budgeted Net (R-E)	\$ <b>(363,440)</b>	\$ -	\$ <b>(2,027,440)</b>
Actual Net	\$ <b>(432,048)</b>	\$ <b>(88,155)</b>	\$ <b>(541,564)</b>
Net Variance	\$ <b>(68,608)</b>	\$ <b>(88,155)</b>	\$ <b>1,485,877</b>

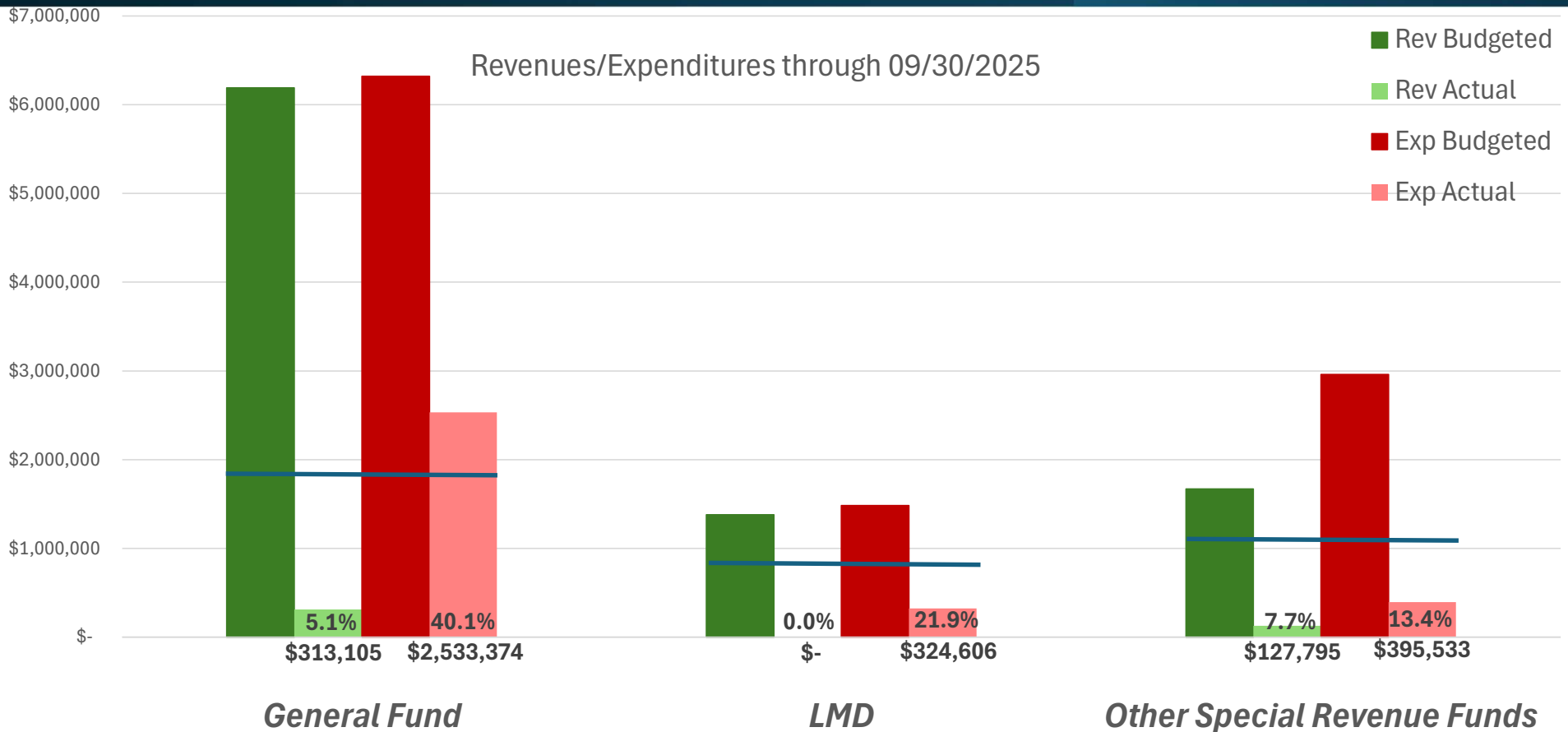
# FY2024-25 Year-end Budget Variances



# FY24-25 Variance Drivers

- General Fund
  - Additional revenue from RPTTF, interest, grant funds
  - Underbudgeted travel, legal & other professional services in Admin, contract services in engineering and planning services as well as Library M&O costs
- Other Special Revenue Funds
  - Additional revenue from Measure J were offset by less grant revenue received
  - Significant underspending in HUTA, RMRA & Measure J and overspending on CIP

# FY2025-26 First Quarter (Q1) Budget % to Date



# FY25-26 First Quarter Variance Drivers

- General Fund
  - Timing variance on all tax revenues; Most \$\$ received in Q3-Q4
  - Some franchise and rental/use fees are ahead of pace; More in Q2
  - S/EB costs at pace or lower, offset by higher contracting costs
  - Pre-paid full year for UAL, WC and software subscriptions (Granicus, NeoGov...)
  - H2O in Parks is cause for concern
- LMD
  - Timing variance on tax revenues
  - Expenses are on pace
- Other Special Revenue Funds
  - HUTA & RMRA behind pace; will know more from Q2
  - Timing variance on all assessments; Most \$\$ received in Q3-Q4

# FY2025-26 Budget Revision Requests Summary

- **General Fund**
  - Thirteen requests
  - Net change to the GF budgeted revenue: **+\$31,717**
  - Net change in GF budgeted expenses: **-\$111,169**
- **Landscape and Maintenance District**
  - Nine requests
  - Net change to the LMD budgeted revenue: **+\$54,093**
  - Net change in LMD budgeted expenses: **+\$48,793**
- **All-Other Special Revenue Funds**
  - Sixty-six requests
  - Net change to the All-Other Funds budgeted revenue: **+\$1,683,601**
  - Net change in All-Other Funds budgeted expenses: **+\$746,802**
- **Summary: All funds balance if requests are approved (see Attachment B)**

# FY2025-26 Adjusted GF Budget Summary w/ Revisions

	FY2024-25 Year-end	FY2025-26 Adopted	FY2025-26 Adjusted
Beginning Fund Balance	\$7,695,787	\$7,263,739	\$7,263,739
<b>Revenue</b>			
Total Revenue	\$6,526,789	\$6,177,168	\$6,208,885
<b>Expenditures</b>			
Salaries and Benefits	\$3,783,214	\$4,425,693	\$4,301,381
Services and Supplies	\$3,175,623	\$1,894,361	\$1,907,504
Total Expenditures	\$6,958,837	\$6,320,054	\$6,208,885
Revenues less expenses	(\$432,048)	(\$130,886)	\$-
Ending Fund Balance	\$7,263,739	\$7,132,853	\$7,263,739

# FY2025-26 Adjusted LMD Budget Summary w/ Revisions

	FY2024-25 Year-end	FY2025-26 Adopted	FY2025-26 Adjusted
Beginning Fund Balance	\$424,342	\$336,187	\$336,187
<b>Revenue</b>			
<b>Revenue Total</b>	\$1,320,848	\$1,380,970	\$1,435,063
<b>Expenditures</b>			
Salaries and Benefits	\$560,526	\$713,733	\$837,915
Services and Supplies	\$848,477	\$770,123	\$597,148
<b>Expenditure Total</b>	\$1,409,003	\$1,483,856	\$1,435,063
Revenues less expenses	-\$88,155	-\$102,886	0
Fund Balance Used (As Adj.)			-\$51,373
Ending Fund Balance	\$336,187	\$233,301	\$284,814

# Summary

- The City's overall financial position remains sound and stable
- FY2025-26 Q1:
  - Revenue variances largely due to timing,
  - Expenditure differences concentrated in pre-paid costs and contract services
- Proposed budget adjustments will:
  - Align all major funds with actual conditions
  - Maintain fiscal balance through June 30, 2026
- FY2026-27 budget revisions for balanced budgets will come to BAC in March 2026

Thank you

Attachment B - FY2025-26 Budget Revision Details for All Funds

Fund	Code	Dept.	Description	Adopted	Revised Budget	Difference	Justification	Item Number
101	5301	0	Planning Permits/Fees	\$ 17,000.00	\$ 25,000.00	\$ (8,000.00)	Through Sept revenue is already \$8,000	101-1
101	5404	0	Franchises - Equilon Pipe	\$ 21,424.00	\$ 22,945.00	\$ (1,521.00)	Using actual - paid	101-2
101	5609	0	Cell Tower Lease Rent	\$ 44,604.00	\$ 45,210.00	\$ (606.00)	Actual -\$3,767.52 per month	101-3
101	5613	0	Clayton Community Gymnasium Rent	\$ 30,870.00	\$ 30,564.00	\$ 306.00	Actual -\$2,547 per month	101-4
101	5701	0	Reimbursements/Refunds	\$ 16,068.00	\$ 28,068.00	\$ (12,000.00)	Added reimbursement for credit card fee	101-5
101	6031	0	Admin Exp Rec-RMRA	\$ -	\$ 9,896.00	\$ (9,896.00)	New fund, adding same as HUTA Gas Tax	101-6
				<b>\$ 129,966.00</b>	<b>\$ 161,683.00</b>	<b>\$ (31,717.00)</b>		
101	7111	2	Regular Salaries	\$ 891,093.00	\$ 804,181.00	\$ 86,912.00	Position changes	101-7
101	7111	4	Regular Salaries	\$ 254,400.00	\$ 217,000.00	\$ 37,400.00	Using temp until filled	101-8
101	7325	6	EBRCSA System Subscription	\$ 15,000.00	\$ 13,872.00	\$ 1,128.00	Actual cost	101-9
101	7335	3	Gas & Electricity	\$ 45,000.00	\$ 15,000.00	\$ 30,000.00	Solar	101-10
101	7335	7	Gas & Electricity	\$ 72,000.00	\$ 45,000.00	\$ 27,000.00	Solar	101-11
101	7419	4	Other Professional Services	\$ 3,500.00	\$ 100,000.00	\$ (96,500.00)	Temp salaries	101-12
101	7424	6	Dispatch Services	\$ 399,214.00	\$ 373,985.00	\$ 25,229.00	Actual-\$31,165.42 x 12	101-13
				<b>\$ 1,680,207.00</b>	<b>\$ 1,569,038.00</b>	<b>\$ 111,169.00</b>		
210	3200	0	Use Fund Balance	\$ -	\$ 51,373.00	\$ (51,373.00)	using fund balance to net zero	210-1
210	5601	0	Interest	\$ 7,280.00	\$ 10,000.00	\$ (2,720.00)		210-2
				<b>\$ 7,280.00</b>	<b>\$ 61,373.00</b>	<b>\$ (54,093.00)</b>		
210	7111	0	Regular Salaries	\$ 545,012.00	\$ 600,000.00	\$ (54,988.00)	Lowering contract seasonal labor	210-3
210	7221	0	PERS Retirement-Unfunded Liability	\$ -	\$ 69,194.00	\$ (69,194.00)	missing in adopted budget	210-4
210	7335	0	Gas & Electric Services	\$ 22,500.00	\$ 5,500.00	\$ 17,000.00	Climatec savings	210-5
210	7381	0	Property Tax Admin. Costs	\$ 4,728.00	\$ 3,753.00	\$ 975.00	Actual	210-6
210	7435	0	Contract Seasonal Labor	\$ 160,000.00	\$ 50,000.00	\$ 110,000.00	Hiring seasonal through city	210-7
210	7440	0	Tree Trimming Services	\$ 90,000.00	\$ 75,000.00	\$ 15,000.00	New contract, cost cutting	210-8
210	7445	0	Weed Abatement Services	\$ 105,000.00	\$ 75,000.00	\$ 30,000.00	New contract, cost cutting	210-9
				<b>\$ 927,240.00</b>	<b>\$ 878,447.00</b>	<b>\$ 48,793.00</b>		
211	4613	0	Downtown Park Special Parcel Tax - O&M	\$ 170,873.00	\$ 157,614.00	\$ 13,259.00	Actual	211-1
211	5601	0	Interest	\$ -	\$ 12,000.00	\$ (12,000.00)	Actual	211-2
212	4606	0	Oakhurst GHAD Assessment	\$ 50,390.00	\$ 347,339.00	\$ (296,949.00)	Actual per County	212-1
217	4611	0	High Street Bridge Assessment	\$ -	\$ 1,754.00	\$ (1,754.00)	Actual	217-2
218	5611	0	Oak Street Bridge Assessment	\$ -	\$ 1,760.00	\$ (1,760.00)	Actual	218-2
222	4612	0	Lydia Lane Sewer Assessment	\$ -	\$ 17,377.00	\$ (17,377.00)		222-1
222	5601	0	Interest	\$ -	\$ 540.00	\$ (540.00)		222-2
230	5250	0	PEG Grant	\$ -	\$ 18,000.00	\$ (18,000.00)	Average \$4,500 a quarter	230-1
230	5260	0	SLESF Grant	\$ 150,000.00	\$ 185,000.00	\$ (35,000.00)	Used 4 year average	230-2
233	4105	0	Clayton CFD 2022-01 (Public Svc)	\$ -	\$ 6,486.00	\$ (6,486.00)		233-1
240	3200	0	Use Fund Balance	\$ -	\$ 21,310.00	\$ (21,310.00)		240-1
240	5702	0	Donations/Contributions	\$ -	\$ 38,000.00	\$ (38,000.00)		240-2
303	6002	0	Trfr from Measure J	\$ -	\$ 264,398.00	\$ (264,398.00)		303-1
303	6004	0	Trfr from HUTA Gas Tax	\$ -	\$ 49,827.00	\$ (49,827.00)		303-2
303	6031	0	Trfr from RMRA	\$ -	\$ 186,018.00	\$ (186,018.00)	\$717,173 in program revenue showing, not sure of source	303-3
420	3200	0	Fund Balance	\$ -	\$ 19,828.00	\$ (19,828.00)		420-1
502	5328	0	Trfr from HUTA Gas Tax	\$ -	\$ 4,744.00	\$ (4,744.00)		502-2
502	5328	0	Trfr from The Grove Park	\$ -	\$ 3,183.00	\$ (3,183.00)		502-3
502	5328	0	Trfr from Stormwater	\$ -	\$ 2,644.00	\$ (2,644.00)		502-4
502	3201	0	Fund Balance	\$ -	\$ 457,824.00	\$ (457,824.00)	adopted shows \$13,049 in revenue (transfers?)	502-1
615	3200	0	Fund Balance	\$ -	\$ 209,068.00	\$ (209,068.00)		615-1
702	3200	0	Use Fund Balance	\$ -	\$ 40,358.00	\$ (40,358.00)		702-1
702	5607	0	Endeavor Hall Rental Fee	\$ 16,708.00	\$ 26,500.00	\$ (9,792.00)	Used 4 year average	702-2
				<b>\$ 387,971.00</b>	<b>\$ 2,071,572.00</b>	<b>\$ (1,683,601.00)</b>		
201	7221	0	PERS Retirement - Unfunded Liability	\$ -	\$ 6,075.00	\$ (6,075.00)	Missing in adopted budget	201-1
201	8111	0	Transfer to CIP	\$ 31,000.00	\$ 49,827.00	\$ (18,827.00)	\$31k was under project costs, using for CIP reimbursement	201-2
202	8101	0	Transfer To General Fund	\$ -	\$ 9,896.00	\$ (9,896.00)	Newer fund, Admin transfer same as HUTA gas tax	202-1
202	8111	0	Transfer to CIP	\$ 140,000.00	\$ 186,018.00	\$ (46,018.00)	\$140k was under project costs, using for CIP reimbursement	202-2
211	7221	0	PERS Retirement-Unfunded Liability	\$ -	\$ 1,553.00	\$ (1,553.00)	Missing in budget	211-3
211	7381	0	Property Tax Admin. Costs	\$ 4,244.00	\$ 3,753.00	\$ 491.00	Actual	211-4
211	7419	0	Other Professional Services	\$ 6,000.00	\$ 30,487.00	\$ (24,487.00)	or to fund balance if not needed	211-5
212	7419	0	Other Professional Services	\$ -	\$ 318,038.00	\$ (318,038.00)	or to fund balance if not needed	212-2
214	7381	0	Property Tax Admin. Costs	\$ 7,000.00	\$ 195.00	\$ 6,805.00	Actual	214-1
214	7450	0	Street Light Maintenance	\$ 7,500.00	\$ 14,305.00	\$ (6,805.00)		214-2
216	7220	0	PERS Retirement-Normal Cost	\$ 11,628.00	\$ 3,632.00	\$ 7,996.00	Actual	216-1
216	7409	0	Street Sweeping	\$ 63,654.00	\$ 58,700.00	\$ 4,954.00	Actual \$4891.67 x 12	216-2
216	7486	0	CERF Charges/Depreciation	\$ 5,092.00	\$ 2,644.00	\$ 2,448.00	Decrease to balance	216-3
217	2130	0	Reserve for Bridge Maintenance	\$ -	\$ 1,754.00	\$ (1,754.00)		217-1
218	2130	0	Reserve for Bridge Maintenance	\$ -	\$ 1,502.00	\$ (1,502.00)		218-1
218	7381	0	Property Tax Admin. Costs	\$ -	\$ 258.00	\$ (258.00)	Actual	218-3
220	8111	0	Transfer to CIP	\$ 517,579.00	\$ 264,398.00	\$ 253,181.00	Was under project costs, should be CIP reimbursement	220-1
222	7381	0	Property Tax Admin. Costs	\$ -	\$ 263.00	\$ (263.00)		222-3
222	7420	0	Administrative Costs (GF)	\$ -	\$ 1,254.00	\$ (1,254.00)	Fiduciary funds Admin 101-5322-00	222-4
222	7420	0	Administrative Costs (Agent Fee)	\$ -	\$ 500.00	\$ (500.00)		222-5

Attachment B - FY2025-26 Budget Revision Details for All Funds

Fund	Code	Dept.	Description	Adopted	Revised Budget	Difference	Justification	Item Number
222	7611	0	Principal	\$ -	\$ 10,000.00	\$ (10,000.00)		222-6
222	7612	0	Interest	\$ -	\$ 5,900.00	\$ (5,900.00)		222-7
230	7221	0	PERS Retirement-Unfunded Liability	\$ -	\$ 23,867.00	\$ (23,867.00)	Missing in adopted budget	230-3
230	7324	0	Dues and Subscriptions	\$ -	\$ 35,683.00	\$ (35,683.00)	to cover dept 06 (SLESF)	230-4
231	2129	0	Reserved for Facility	\$ -	\$ 49,866.00	\$ (49,866.00)		231-1
231	7381	0	Property Tax Admin. Costs	\$ 515.00	\$ 270.00	\$ 245.00	Actual	231-2
231	7420	0	Administrative Costs (GF)	\$ -	\$ 2,559.00	\$ (2,559.00)	Fiduciary funds Admin 101-5322-00	231-3
233	7327	0	Arterial Street Light Supplies	\$ -	\$ 638.00	\$ (638.00)		233-2
233	7381	0	Property Tax Admin. Costs	\$ -	\$ 188.00	\$ (188.00)		233-3
233	7412	0	Engineering/Inspection Service	\$ -	\$ 1,046.00	\$ (1,046.00)		233-4
233	7419	0	Other Professional Services	\$ -	\$ 3,364.00	\$ (3,364.00)		233-5
233	7420	0	Administrative Costs (GF)	\$ -	\$ 1,250.00	\$ (1,250.00)	Fiduciary funds Admin 101-5322-00	233-6
240	7113	0	Staff Time (PD Overtime)	\$ -	\$ 1,000.00	\$ (1,000.00)		240-3
240	7130	0	Concert Performers	\$ 45,217.00	\$ 27,000.00	\$ 18,217.00		240-4
240	7131	0	Sound Tech	\$ -	\$ 15,000.00	\$ (15,000.00)		240-5
240	7365	0	Volunteer Recognition (MDE, DVMS)	\$ -	\$ 5,000.00	\$ (5,000.00)		240-6
240	7366	0	Licensing	\$ -	\$ 445.00	\$ (445.00)		240-7
240	7420	0	Administrative Costs (GF)	\$ -	\$ 1,317.00	\$ (1,317.00)	Fiduciary funds Admin 101-5322-00	240-8
303	7552	0	Project Costs-Construction/Execution	\$ 320,000.00	\$ 529,083.00	\$ (209,083.00)		303-4
304	3200	0	Fund Balance	\$ -	\$ 8,807.00	\$ (8,807.00)		304-1
420	7420	0	Administrative Costs (GF)	\$ -	\$ 19,828.00	\$ (19,828.00)	Fiduciary funds Admin 101-5322-00	420-2
615	7420	0	Administrative Costs (GF)	\$ -	\$ 209,068.00	\$ (209,068.00)	Fiduciary funds Admin 101-5322-00	615-2
				<b>\$ 1,159,429.00</b>	<b>\$ 1,906,231.00</b>	<b>\$ (746,802.00)</b>		

**RESOLUTION NO. 47-2025**

**A RESOLUTION ADOPTING BUDGET REVISIONS FOR THE CITY  
OF CLAYTON FISCAL YEAR 2025- 26 EFFECTIVE NOVEMBER 18, 2025,  
AND ENDING JUNE 30, 2027**

**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 Approved Resolution No. 18-2025 adopting the budget as presented with minor modifications; and

**WHEREAS**, on November 18, 2025, the City Council received a presentation on the status of the Fiscal Year 2024-25 Year End and the First Quarter of the Fiscal Year 2025-26 budgets; and

**WHEREAS**, on November 18, 2025, the City Council also received recommendations on budget revisions to the previously approved Fiscal Year 2025-27 budget that would balance all of the City's funds; and

**WHEREAS**, after due consideration and review, the Clayton City Council finds it is in the best interest of the general health, welfare and safety of this City, its citizens and businesspersons, to formally adopt an adjusted financial plan governing the receipt and expenditure of public monies in Fiscal Years 2025 – 27.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of Clayton, California does hereby adopt the adjusted budget revenue by fund for the City of Clayton for the Fiscal Years commencing July 1, 2025, and ending June 30, 2027, as outlined in the fund level attachment, Attachment "B".

**BE IT FURTHER RESOLVED** the adjusted budget appropriations by fund for the City of Clayton for the Fiscal Years beginning July 1, 2025, and ending June 30, 2027, are adopted as outlined in the fund level attachments, Attachment "B".

**BE IT FURTHER RESOLVED** the appropriations listed above constitute the adjusted budget for the Fiscal Years 2025 – 27 and the City Manager is herein authorized to transfer appropriations within the control accounts as deemed necessary, provided no change is made in the total amount designated for any one fund.

**PASSED, APPROVED AND ADOPTED** by the City Council of Clayton, California during a public meeting thereof held on November 18, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

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Kim Trupiano, Mayor

ATTEST:

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Leticia I. Miguel, City Clerk