



# **AGENDA**

## **REGULAR MEETING**

\* \* \*

## **CLAYTON CITY COUNCIL**

\* \* \*

**TUESDAY, April 5, 2016**

**7:00 P.M.**

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

**Mayor:** Howard Geller

**Vice Mayor:** Jim Diaz

### **Council Members**

Keith Haydon

Julie K. Pierce

David T. Shuey

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

**\* CITY COUNCIL \***

**April 5, 2016**

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

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

3. **CONSENT CALENDAR**

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

(a) **Information Only** – No Action Requested

1. Report from the CA HERO Program regarding recent HERO Property Assessed Clean Energy (PACE) installations within the city. ([View Here](#))

(b) Approve the minutes of the City Council's regular meeting of March 15, 2016. ([View Here](#))

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

(d) Adopt a Resolution setting the City's Equivalent Runoff Unit (ERU) real property parcel assessment rates in FY 2016-17 at current rates to pay for local storm water/clean water programs and services required by the unfunded federal and state-mandated National Pollution Discharge Elimination System (NPDES) Program (storm water pollution prevention). ([View Here](#))

(e) Adopt a Resolution finding and declaring that an emergency condition exists arising from damage to a portion of the Cardinet Trail and authorizing an emergency trail repair project on the Cardinet Trail without public bidding, and approving the award of a lowest-cost time and materials contract to G.N. Henley, Inc., for an estimated amount of \$43,000 to perform emergency trail repairs located on Cardinet Trail (funded by the Citywide Landscape and Trails Maintenance District, Fund No. 210). ([View Here](#))

(f) Adopt a Resolution updating the City's Public Records Retention Schedule for City Public and Police Records. ([View Here](#))

(g) Approve Addendum No. 2 with Raney Planning and Management in the amount of \$86,715 to prepare an Environmental Impact Report for the proposed Silver Oak Estates residential development project. ([View Here](#))

#### **4. RECOGNITIONS AND PRESENTATIONS**

- (a) Recognition to outgoing Trails and Landscape Committee Member Alyse Smith in appreciation for her valued civic service to the Clayton community.
- (b) Recognitions to outgoing Clayton Community Emergency Response Team (CERT) members Herb Yonge, Rich Veal, and Sue Elliott in appreciation for their valued civic services to the Clayton community.
- (c) Recognition of a \$1,000 donation from Maddie's Fund for an outdoor kennel as a temporary shelter for stray dogs to be located at the City's Corporation Yard. ([View Here](#))
- (d) Recognition of a \$22,725 grant from Tesoro Foundation for the City's purchase of an electric motorcycle for use by the Clayton Police Department. ([View Here](#))
- (e) Introduction of Clayton's newest Police Officer, Tom Starick, by Chief of Police Chris Wenzel.

#### **5. REPORTS**

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

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

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

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

#### **7. PUBLIC HEARINGS - None.**

**8. ACTION ITEMS**

- (a) Consider the recommended process for the City Maintenance Department to demolish the three (3) non-historic outbuildings on the Keller Ranch House property at an estimated expense of \$2,000, grant the Clayton Historical Society first salvage rights to desired materials of the outbuildings, and authorize the City Manager to arrange for the sale/off-haul of the remaining debris to interested parties. ([View Here](#))  
(Community Development Director)

Staff recommendations: Following staff presentation and opportunity for public comments, it is recommended the Council authorize staff to proceed as outlined with the in-house demolition and third-party materials salvage/off-hauling of the three (3) outbuildings.

- (b) Consider the Trails and Landscaping Committee’s and Maintenance staff’s recommendations of the appropriate tree replacement species for the narrow sidewalk planters along Keller Ridge Drive (Citywide Landscape Maintenance and Trails District). ([View Here](#))  
(Maintenance Supervisor)

Staff recommendations: Following staff presentation and opportunity for public comments, it is recommended the Council approve the use of the replacement tree species re-design for Keller Ridge Drive as recommended by the City Maintenance Supervisor.

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

**10. CLOSED SESSION – None.**

**11. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be April 19, 2016.

# # # # #



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley  
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto  
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians  
Riverside County Superintendent of Schools

March 29, 2016

Howard Geller  
Mayor  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

Received

MAR 30 2016

City of Clayton

**Subject: California HERO Program Update: HERO Activity in the City of Clayton and Consumer Protections**

Dear Mayor Geller:

As the original bond issuing authority for the State's leading Property Assessed Clean Energy (PACE) Program, the Western Riverside Council of Governments (WRCOG) is pleased to provide you with information pertaining to 1) HERO Program activity in your jurisdiction, and 2) consumer protections for the HERO Program and for other similar programs that are operating in your jurisdiction, or which you may be considering.

**HERO Program Activity in the City of Clayton:** The attached "Snapshot" provides a summary of completed HERO projects and energy savings in the City of Clayton to date. This information is also available through our HERO app and at our website at [www.herogov.com](http://www.herogov.com) for elected officials and key City of Clayton staff. In the next few weeks, HERO will send an instruction guide on how to access and best utilize our website and app to fit your specific data needs. If you have trouble accessing data on our website or app, please let us know.

**Consumer Protections:** As you know, the HERO Program was created to address a number of important public policy objectives; creating jobs, achieving energy and water savings, improving properties, and providing a market mechanism to reduce greenhouse gas emissions, to name a few. Along with progress made in addressing these objectives, we see consumer protection as another critical way PACE adds value to the City of Clayton. From assurances that contractors are licensed, bonded, insured, and in good standing with our Program, to the promise that no one gets paid until the property owner signs off that the job is done, we believe the HERO Program does more than any other consumer financing mechanism to protect property owners making improvements. These protections include prudent underwriting standards, requirements that the products installed meet federal and state standards for energy efficiency, renewable energy or water conservation, and post-funding support including dispute resolution and resources for selling and refinancing a PACE-improved property.

We strongly encourage you to consider making these standards (attached) a baseline for every PACE provider operating or seeking to operate in your community. We believe these standards are not just good for property owners, they provide a strong positive foundation for energy and water efficiency and renewable energy in your community – and their consideration is central to your oversight role.

PACE is a still relatively new form of financing, offered in partnership with local and regional government (without cost to taxpayers), and as such must clear a high bar of upholding the public trust. As new PACE providers enter the marketplace and look to operate within your jurisdiction, we believe it is critically important that each can commit to AND demonstrate – through independent audit – a track

record of success in implementing consumer protections that are at least as strong as those contained in the attached document. If they cannot, the public trust can be easily eroded.

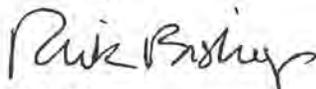
The baseline consumer protection policies adopted by WRCOG address the following areas: (i) Risk, (ii) Disclosures and Documentation, (iii) Financing Terms, (iv) Operations, (v) Post-Funding Support, (vi) Data Security, (vii) Privacy, (viii) Marketing and Communications, (ix) Protected Classes, (x) Contractors, (xi) Eligible Products, (xii) Pricing, (xiii) Reporting, and (xiv) Closing & Funding. In addition, we are currently working with Renovate America, which administers the HERO Program, to develop a set of examination procedures that will serve as the basis for a regular, independent audit beginning this year.

We believe these consumer protection policies are comprehensive and, if adhered to by all PACE providers, are likely to raise the bar for consumer protection in the home and commercial building improvement industry.

Finally, we consider these standards to be a living document, to be revised from time to time to respond to consumer experience in the marketplace and reflect positive changes that continue to meet our objectives to provide outstanding consumer protections. We appreciate your consideration of this important governance issue.

Should you have any questions, please feel free to contact WRCOG's Director of Energy and Environmental Programs, Barbara Spoonhour, at (951) 955-8313 or [spoonhour@wrcog.cog.ca.us](mailto:spoonhour@wrcog.cog.ca.us), or myself at (951) 955-8303 or [bishop@wrcog.cog.ca.us](mailto:bishop@wrcog.cog.ca.us).

Sincerely,



Rick Bishop  
Executive Director

cc: Gary Napper, City Manager

Attachments: 1. Summary of Consumer Protection Policies Every PACE Provider Should Meet  
2. City of Clayton "Snapshot" of HERO Program Activity and Benefits

# Clayton, CA

**3** Homes Improved

**09/15/2015**  
HERO Launch Date

**4,146**  
Housing Count

**01/01/2011 - 03/24/2016**  
Report Range



## Improvements

Type	Total Installed	Bill Savings
Energy	5	\$103K
Solar	0	\$0
Water	0	\$0

## Lifetime Impact

Applications Submitted	13
Applications Approved	9
Funded Amount	\$62.4K
Economic Stimulus	\$108K
Jobs Created	1
Energy Saved	987K kWh
Emissions Reduced	213 tons
Water Saved	0 gal

Learn how these numbers are calculated at <https://www.herogov.com/faq>

## **SUMMARY OF CONSUMER PROTECTION POLICIES** **EVERY PACE PROVIDER SHOULD MEET**

1. **RISK:** These criteria examine the real property on which the improvements will be installed, the encumbrances presently recorded against the property to ensure it is harnessing unused financing capacity instead of placing an inappropriate burden on the homeowner, the nature of the improvements to be installed to ensure efficiency; and the homeowner's mortgage and property tax payment history.

2. **DISCLOSURES & DOCUMENTATION:** PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for homeowners. Disclosures covering PACE's unique repayment cycle (as a property tax) and Federal Housing Finance Authority guidance regarding payoff of financing at the time of sale or refinance in conjunction with a federally-insured mortgage are among the considerations. PACE financing terms shall be confirmed by the Partner by telephone with homeowners working with all but their top-rated contractors, and for all homeowners over age 64. Those terms shall include a fixed interest rate, financing term not to exceed the useful life of the product, a three day right to cancel, and no prepayment penalties. In the first half of 2016, a Financing Estimate modeled after the Consumer Financial Protection Bureau's new "Know Before You Owe" form will be implemented to exceed current disclosure requirements.

3. **FUNDING:** It is the policy of the Program that the Partner offers fixed simple interest rates, and payments that fully amortize the obligation. Variable interest rates or negative amortization financing terms are not permitted. The Program is not required to but may offer the capability to accommodate property buyers and property owners by offering subordination of certain rights of its PACE assessment lien to the lien of a mortgage or deed of trust.

4. **OPERATIONS:** It is the policy of the Program that the Administrator and its Partner develop and provide people, processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this policy, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (ix) protected class data and communication processes; (x) contractor management and engagement; (xi) eligible product database and/or list development and maintenance; (xii) implementation of the maximum financing amounts; (xiii) key metrics reporting; (xiv) closing and funding processes (including the ability to fulfill financing obligations); (xv) examination data production; and (xvi) implementation of procedures to identify and prohibit conflicts of interest within and associated with the Program.

5. **POST-FUNDING HOMEOWNER SUPPORT:** Establishing and operating a unit responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns, product performance questions and related matters for the lifecycle of the improvements financed is fundamental to the consumer protections that the Program provides. This policy contemplates development of a team with the skills necessary to perform inspections, meet with homeowners and contractors, investigate matters, and mediate resolutions with homeowners and contractors. It is the policy of the Program that the Partner develop capabilities to assist homeowners who are refinancing or selling their properties, and support real estate professionals providing services to refinance and sales transactions.

6. **DATA SECURITY:** The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with the Partner mandate that any market-ready Program be in robust compliance with sturdy cyber-security standards, and in particular develop secure and tested

processes that protect homeowner personal identifiable information at points of potential vulnerability, especially during the application process.

**7. PRIVACY:** The trusting and confidential relationship that exists between homeowners and the Program extends to the provider's use of homeowner data. Compliance with the Gramm-Leach-Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the program's privacy policy. More broadly, the Program must protect and manage sensitive consumer information, respect the privacy of all homeowners, and implement robust controls to prevent unauthorized collection, use and disclosure of such information.

**8. MARKETING & COMMUNICATIONS:** Clear, informative, truthful, balanced, transparent and complete communications are essential. It is the policy of the program to prohibit practices that are or could appear to be unfair, deceptive, abusive, and/or misleading, that violate laws or regulations, that provide tax advice, that are inappropriate, incomplete or are inconsistent with the program's purpose (e.g., use of check facsimiles to dramatize the amount of PACE program financing available or presented as if a negotiable instrument). It is the policy of the Program that no provider, contractor or affiliated individual may provide a direct cash payment or other thing of value to a homeowner explicitly in exchange for such homeowner's selecting Program financing.

**9. PROTECTED CLASSES:** It is the Administrator's and Partner's responsibility to ensure compliance with all state and federal laws that cover individuals in protected classes (e.g., race, religion, color, marital status, sex, national origin, citizenship, presence of children, disability, medical condition, gender, age, sexual orientation, gender identity or expression, military or veteran status, because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.) Heightened protections for homeowners over 64 years old, such as confirming understanding of financing terms and project specifications is required of the Program.

**10. CONTRACTOR REQUIREMENTS:** Contractors and their sales persons enter into contracts with the Partner, and register with all relevant state and local licensing boards and agencies. Contractors are required to follow a code of conduct, maintain policies of insurance, post bonds, follow marketing requirements, complete training courses, among other similar obligations, all of which are designed to assure positive and productive homeowner interaction with the Program. Administrators and Partners warn, suspend, or terminate a registered contractor and/or affiliated individual from the Program based on violations of the Contractor Participation Agreement.

**11. ELIGIBLE PRODUCTS:** The Program enables and encourages homeowners to install measures on their homes which are designed but not guaranteed to save water or energy. The Program is responsible for implementing practices and controls (e.g., eligible product databases and product confirmation processes) ensuring that financing is used only for eligible measures. Program product eligibility criteria ensure that property owners are financing improvements which are industry recognized for achieving higher levels of home energy or water efficiency using performance criteria that the U.S. Department of Energy, U.S. Environmental Protection Agency, the California Energy Commission and/or other federal and state agencies or other reputable third parties have established.

**12. MAXIMUM FINANCING AMOUNT:** While the Program does not set price controls, it implements a maximum financing amount ("MFA") procedure based upon the fair market value of the eligible products and the provider's experience. The MFA sets the ceiling for amounts that can be financed. The MFA does not set pricing for installation.

13. **REPORTING:** Reporting the economic and environmental results of Program participation is essential for the Program, Administrators, Partners, elected officials, environmental agencies, the investment community, the real estate and mortgage industry and many other stakeholders. Metrics such as economic stimulus dollars invested, greenhouse gas reduction, the number of measures funded, the amounts funded, renewable energy production and energy savings serve this need. The Partner is responsible for producing, on at least a quarterly basis, a key metrics report for the Administrator.

14. **CLOSING & FUNDING:** The Program provides limited purpose financing to homeowners, and not general purpose financing that is common among traditional sources of financing. The Program has front-end (e.g., eligible product call-in requirements) and pre-funding (e.g., completion certificates and permits) procedures designed to confirm the financing dollars are used for permissible purposes. A policy requiring such procedures is essential to protecting the integrity of the program and its public policy goal of bringing efficiency and renewable energy to the housing sector. It is the policy of the Program for homeowners to obtain required permits and for the Program to disburse funds only for projects that are complete to the satisfaction of the homeowner.

15. **EXAMINATION:** As stated above, WRCOG will develop examination procedures to evaluate these above enumerated consumer protection policies, requiring that they be reviewed by an outside third party auditor regularly to ensure compliance by any provider operating in the marketplace served by the bond issuer.

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

TUESDAY, March 15, 2016

Agenda Date: 4-05-2016

Agenda Item: 3b

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Geller in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Geller, Vice Mayor Diaz and Councilmembers Haydon, Pierce, and Shuey. Councilmembers absent: None. Staff present: City Manager Gary Napper, City Attorney Mala Subramanian, Community Development Director Mindy Gentry, and City Clerk/HR Manager Janet Brown.

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

3. **CONSENT CALENDAR**

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

- (a) Information Only – No Action Requested.
  - 1. Memo outlining added expenses for full-time lighting of the pedestrian tunnel under Clayton Road.
- (b) Approved the minutes of the City Council's joint special meeting of February 29, 2016 and its regular meeting of March 1, 2016.
- (c) Approved Financial Demands and Obligations of the City.
- (d) Approved with regret the resignation of Alyse Smith from the citizens advisory Trails and Landscaping Committee.
- (e) Adopted a Resolution No. 14-2016 appointing Dane Horton and Carol Herington to the citizens advisory Trails and Landscaping Committee for the terms of office to expire December 31, 2017.

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

5. **REPORTS**

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

Vice Mayor Diaz attended the Contra Costa County Mayors' Conference hosted by Lafayette, conducted interviews with two citizens to serve on the Trails and Landscaping Committee, attended the Clayton Business and Community Association's event security meeting for its upcoming Annual Art and Wine Festival, and attended a meeting of retired agents of the Federal Bureau of Investigation.

Councilmember Pierce attended multiple Contra Costa Transportation Authority expenditure meetings, a joint meeting of the Associated Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC) regarding the possible merger, a meeting of the East Bay Leadership Council, and a TRANSPAC meeting.

Councilmember Shuey invited the community to attend Clayton Valley Little League's Opening Day Ceremony and the Majors Baseball and Softball Jamboree taking place on Saturday, March 19, 2016 at Clayton Community Park.

Councilmember Haydon attended the Contra Costa County Mayors' Conference hosted by Lafayette, an organizational committee meeting of Clayton Business and Community Association regarding its Annual Art and Wine Festival taking place on April 30<sup>th</sup> and May 1<sup>st</sup>, 2016, conducted interviews with two citizens to serve on the Trails and Landscaping Committee and is working with Councilmember Shuey regarding the Ballot Measure argument for continuation of the Trails and Landscaping Committee parcel tax.

Mayor Geller attended the Contra Costa County Mayors' Conference hosted in Lafayette.

Councilmember Pierce added she was also in attendance at a small gathering celebrating Bob Hoyer's 95<sup>th</sup> birthday which occurred over the weekend; he is Clayton's first Mayor.

(e) Other – None.

6. **PUBLIC COMMENT ON NON - AGENDA ITEMS** – None.

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

(a) Consider the Second Reading and Adoption of City-initiated Ordinance No. 461 amending Title 17 Zoning of the *Clayton Municipal Code* establishing the prohibition of cannabis testing laboratories facilities within the city of Clayton.

Community Development Director Mindy Gentry presented the staff report providing a brief background advising the changes requested by City Council at its last meeting of March 1<sup>st</sup>, 2016 have been incorporated into the Ordinance presented this evening. Those revisions involved the elimination of any prohibition or regulation of medical cannabis delivery services within the city.

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

**It was moved by Councilmember Pierce, seconded by Councilmember Haydon, to have the City Clerk read Ordinance No. 461, by title and number only and waive further reading. (Passed; 5-0 vote).**

The City Clerk read amended Ordinance No. 461 by title and number only.

**It was moved by Councilmember Pierce, seconded by Councilmember Haydon, to adopt Ordinance No. 461 with findings its adoption is not considered a project under CEQA nor will it have a significant adverse effect on the environment and is therefore exempt under CEQA. (Passed; 5-0 vote).**

- (b) Consider a Resolution expressing the City's interest in a regional partnership with other Contra Costa cities and the County for uniform taxi cab regulations, inspections, and licensing.

City Manager Napper presented the staff report noting the *Clayton Municipal Code* has a section governing the regulation of taxicab drivers and vehicles within the city that was last updated in 2005. There is also a California Government Code Section which requires local governments to regulate taxicab services for public safety purposes. Currently, taxicab businesses within the county must undergo a process in each city they wish to operate including an application process, operator permits, fingerprinting and background checks, and regular vehicle inspections. As one can imagine, this can be an onerous, expensive and duplicative process for each taxicab operator to undertake, which has resulted in few taxicab operator abiding by each city's licensing and approval process.

For public safety purposes, the public expects each taxicab driver and vehicle used is inspected annually and obtains the proper local permits. However, as noted, many taxicab operators ignore each city's regulations and generally operate without local permits. In Clayton, a taxicab operator must obtain a City business license annually if they conduct business in town, which is defined as picking up a paying passenger. Presently, there are no taxicab operators licensed in the city of Clayton and yet they are conducting regular business in town.

Recently, the Public Managers Association of Contra Costa County, in cooperation with local public safety officials, has been evaluating ways to obtain taxicab compliances with driver licensing and vehicle inspections, and has determined for public safety priority it would be beneficial to address this matter on a regional countywide level. The proposal is to eliminate individual city licensing, driver background checks and annual vehicle inspections in favor of one countywide permit and license that is good to operate in any of the 19 cities in the county as well as in county unincorporated areas. This process will be more efficient for taxicab businesses and obtain greater permit compliance for the public safety good. He added ride-sharing alternatives such as Uber, Lyft, and Sidecar are not subject to these regulations as they are presently considered a Technology Network Transportation Center facilitating ridesharing of passengers, not passengers paying via a taximeter by miles and time. Limousine and shuttle services are also not regulated by local taxicab ordinances.

The recommendation to the City Council is if it would like to authorize its City Manager to explore the potential formation of a regional Joint Powers Agreement or a Memorandum of Understanding with a suitable host public agency for the regulation of taxi cab services throughout Contra Costa County by a singular permit and license. He noted the attached Resolution will not lock the Clayton City Council into any formal agreement or obligation at this time.

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

Vice Mayor Diaz commented the potential county approach seems significantly better to regulate the taxicabs. He further noted many taxicabs line up routinely in downtown Clayton waiting for the local bar to close to offer rides; do the City Manager's comments tonight indicate none of those operators are licensed to conduct business in our town? The City Manager replied currently, no taxicab operator holds a City business license to conduct business in town; however, the City has elected not to pursue these operators since it is highly likely doing so would result in their cessation of offering rides from this establishment in contrast to paying Clayton's fees to obtain local licensing. A greater public safety good is served by allowing them to provide such need, but it is an excellent example of how much better a regional licensing approach would be.

Mayor Geller inquired if the potential county-wide approach would require the use of a windshield sticker to demonstrate annual compliance? Mr. Napper responded the City's existing Municipal Code utilizes that procedure and he imagines a similar one would be incorporated into the potential countywide taxicab permit and licensing regulations.

**It was moved by Vice Mayor Diaz, seconded by Councilmember Pierce, to adopt Resolution No. 15-2016 authorizing the City Manager to pursue the potential formation of a regional Joint Powers Authority (hereinafter "JPA") or MOU for the regulation of taxicab services within Contra Costa County. (Passed; 5-0 vote).**

9. **COUNCIL ITEMS** - None.

10. **CLOSED SESSION**

Mayor Geller announced the City Council would adjourn into a closed session to discuss the subject matter listed below (7:19 p.m.):

- (a) *Government Code Section 54956.8, Conference with Real Property Negotiator*  
Real Properties: 6005 Main Street (APNs 119-011-002-1; 118-560-010-1; 118-370-041-6).  
Instructions to City Negotiators: Mayor Geller, Council Member Pierce, City Manager Napper, and Ed Del Beccaro, Managing Director, Transwestern, regarding price and terms of payment.  
Negotiating Party: Pacific Union Land Company (Joshua Reed, Director of Real Estate)

7:37 p.m. Report out from Closed Session

Mayor Geller reported the City Council received information from its negotiators regarding this matter and no reportable action was taken.

11. **ADJOURNMENT**— on call by Mayor Geller, the City Council adjourned its meeting at 7:37 p.m.

The next regularly scheduled meeting of the City Council will be April 5, 2016.

# # # # #

Respectfully submitted,

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Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

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Howard Geller, Mayor

#####



Agenda Date 4/5/2016

Agenda Item: 3c

Approved:   
Gary A. Wapner  
City Manager

# STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: Kevin Mizuno, FINANCE MANAGER  
DATE: 4/5/16  
SUBJECT: INVOICE SUMMARY

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## RECOMMENDATION:

Approve the following Invoices:

04/1/2016	Cash Requirements	\$215,801.06
3/15/2016	ADP Payroll week 11, PPE 3/13/16	\$82,194.37
3/29/2016	ADP Payroll week 13, PPE 3/27/16	\$75,692.48

Total \$373,687.91

### Attachments:

Cash Requirements Report dated 4/1/2016 (5 pages)  
ADP payroll report for week 11 & 13 (2 pages)

## City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>ADP, LLC</b>								
ADP, LLC	4/5/2016	4/5/2016	470726847	Payroll fees PPE 2/28/16	\$172.73	\$0.00		\$172.73
				<i>Totals for ADP, LLC:</i>	<u>\$172.73</u>	<u>\$0.00</u>		<u>\$172.73</u>
<b>American Fidelity Assurance Company</b>								
American Fidelity Assurance Company	4/5/2016	4/5/2016	1332640A	February FSA	\$728.31	\$0.00		\$728.31
American Fidelity Assurance Company	4/5/2016	4/5/2016	B439871	April Supplemental Ins	\$435.38	\$0.00		\$435.38
				<i>Totals for American Fidelity Assurance Company:</i>	<u>\$1,163.69</u>	<u>\$0.00</u>		<u>\$1,163.69</u>
<b>AT&amp;T (CalNet3)</b>								
AT&T (CalNet3)	4/5/2016	4/5/2016	7848738	Phone 2/22/16-3/21/16	\$1,505.01	\$0.00		\$1,505.01
				<i>Totals for AT&amp;T (CalNet3):</i>	<u>\$1,505.01</u>	<u>\$0.00</u>		<u>\$1,505.01</u>
<b>Audio Headset Systems</b>								
Audio Headset Systems	4/5/2016	4/5/2016	16-1538	Equipment for PD motorcycle	\$371.61	\$0.00		\$371.61
				<i>Totals for Audio Headset Systems:</i>	<u>\$371.61</u>	<u>\$0.00</u>		<u>\$371.61</u>
<b>Best Best &amp; Kreiger LLP</b>								
Best Best & Kreiger LLP	4/5/2016	4/5/2016	768517	General retainer for February	\$8,000.00	\$0.00		\$8,000.00
Best Best & Kreiger LLP	4/5/2016	4/5/2016	768518	Silver Oaks Estates & Oak Creek Canyon Legi	\$3,201.50	\$0.00		\$3,201.50
Best Best & Kreiger LLP	4/5/2016	4/5/2016	768519	Legal services February - Pitchess/Brandon Hc	\$2,033.17	\$0.00		\$2,033.17
Best Best & Kreiger LLP	4/5/2016	4/5/2016	768520	Legal, Labor/Empl for February	\$275.00	\$0.00		\$275.00
Best Best & Kreiger LLP	4/5/2016	4/5/2016	768521	Legal for February - Complex RE & Land Ac	\$935.00	\$0.00		\$935.00
				<i>Totals for Best Best &amp; Kreiger LLP:</i>	<u>\$14,444.67</u>	<u>\$0.00</u>		<u>\$14,444.67</u>
<b>Blackbaud</b>								
Blackbaud	4/5/2016	4/5/2016	90937449	Fixed Assets Implementation for Financial Ed	\$1,439.20	\$0.00		\$1,439.20
				<i>Totals for Blackbaud:</i>	<u>\$1,439.20</u>	<u>\$0.00</u>		<u>\$1,439.20</u>
<b>CalPERS Health</b>								
CalPERS Health	4/5/2016	4/5/2016	1983	April Medical	\$36,586.43	\$0.00		\$36,586.43
				<i>Totals for CalPERS Health:</i>	<u>\$36,586.43</u>	<u>\$0.00</u>		<u>\$36,586.43</u>
<b>CalPERS Retirement</b>								
CalPERS Retirement	4/5/2016	3/31/2016	3/24/16	City council retirement 2/25/16-3/24/16	\$178.32	\$0.00		\$178.32
CalPERS Retirement	4/5/2016	3/31/2016	3/13/16	Retirement PPE 3/13/16	\$13,511.64	\$0.00		\$13,511.64
CalPERS Retirement	4/5/2016	3/31/2016	3/27/16	Retirement for PPE 3/27/16	\$13,538.51	\$0.00		\$13,538.51
				<i>Totals for CalPERS Retirement:</i>	<u>\$27,228.47</u>	<u>\$0.00</u>		<u>\$27,228.47</u>
<b>Caltronics Business Systems, Inc</b>								
Caltronics Business Systems, Inc	4/5/2016	4/5/2016	1974123	Copier contract 2/17/16-3/16/16	\$236.06	\$0.00		\$236.06
				<i>Totals for Caltronics Business Systems, Inc:</i>	<u>\$236.06</u>	<u>\$0.00</u>		<u>\$236.06</u>
<b>CCWD</b>								
CCWD	4/5/2016	4/5/2016	I series	Water service January & February	\$5,595.52	\$0.00		\$5,595.52
				<i>Totals for CCWD:</i>	<u>\$5,595.52</u>	<u>\$0.00</u>		<u>\$5,595.52</u>

## City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>City of Concord</b>								
City of Concord	4/5/2016	4/5/2016	50513	Officer business card printing, Enea, Starick	\$119.72	\$0.00		\$119.72
City of Concord	4/5/2016	4/5/2016	50496	Dispatch Services for February	\$20,089.50	\$0.00		\$20,089.50
				<i>Totals for City of Concord:</i>	<u>\$20,209.22</u>	<u>\$0.00</u>		<u>\$20,209.22</u>
<b>City of Pleasant Hill</b>								
City of Pleasant Hill	4/5/2016	4/5/2016	900006758	Transpac contribution FY 16	\$22,849.00	\$0.00		\$22,849.00
				<i>Totals for City of Pleasant Hill:</i>	<u>\$22,849.00</u>	<u>\$0.00</u>		<u>\$22,849.00</u>
<b>Clean Street</b>								
Clean Street	4/5/2016	4/5/2016	81194	Street sweeping for January	\$3,500.00	\$0.00		\$3,500.00
Clean Street	4/5/2016	4/5/2016	81474	Street sweeping for February	\$3,500.00	\$0.00		\$3,500.00
				<i>Totals for Clean Street:</i>	<u>\$7,000.00</u>	<u>\$0.00</u>		<u>\$7,000.00</u>
<b>Comcast</b>								
Comcast	4/5/2016	4/5/2016	2/5/16	Internet 2/10/16-3/9/16	\$236.12	\$0.00		\$236.12
Comcast	4/5/2016	4/5/2016	3/5/16	Internet 3/10/16-4/9/16	\$236.12	\$0.00		\$236.12
				<i>Totals for Comcast:</i>	<u>\$472.24</u>	<u>\$0.00</u>		<u>\$472.24</u>
<b>Concord Garden Equipment</b>								
Concord Garden Equipment	4/5/2016	4/5/2016	521992	Corona System 2 poles	\$261.59	\$0.00		\$261.59
				<i>Totals for Concord Garden Equipment:</i>	<u>\$261.59</u>	<u>\$0.00</u>		<u>\$261.59</u>
<b>Contra Costa County Animal Svcs Dept</b>								
Contra Costa County Animal Svcs Dept	4/5/2016	4/5/2016	ASD M5862	Animal Control Services Jan-Mar 2016	\$15,568.00	\$0.00		\$15,568.00
				<i>Totals for Contra Costa County Animal Svcs Dept:</i>	<u>\$15,568.00</u>	<u>\$0.00</u>		<u>\$15,568.00</u>
<b>Contra Costa County Library</b>								
Contra Costa County Library	4/5/2016	4/5/2016	Q2FY16	Additional hours of library service Q2 FY 16	\$4,472.61	\$0.00		\$4,472.61
				<i>Totals for Contra Costa County Library:</i>	<u>\$4,472.61</u>	<u>\$0.00</u>		<u>\$4,472.61</u>
<b>Contra Costa County Sheriff - Forensic Svc Div (Lab)</b>								
Contra Costa County Sheriff - Forensic S	4/5/2016	4/5/2016	CLPD-1602	toxicology tests for February	\$600.00	\$0.00		\$600.00
				<i>Totals for Contra Costa County Sheriff - Forensic Svc Div (Lab):</i>	<u>\$600.00</u>	<u>\$0.00</u>		<u>\$600.00</u>
<b>Contra Costa Health Svc</b>								
Contra Costa Health Svc	4/5/2016	4/5/2016	1215	SART Exam billing for December 2015	\$1,200.00	\$0.00		\$1,200.00
				<i>Totals for Contra Costa Health Svc:</i>	<u>\$1,200.00</u>	<u>\$0.00</u>		<u>\$1,200.00</u>
<b>CSAC Excess Insurance Authority</b>								
CSAC Excess Insurance Authority	4/5/2016	4/5/2016	16401305	EAP - April-June 2016	\$312.00	\$0.00		\$312.00
				<i>Totals for CSAC Excess Insurance Authority:</i>	<u>\$312.00</u>	<u>\$0.00</u>		<u>\$312.00</u>
<b>De Lage Landen Financial Services, Inc.</b>								
De Lage Landen Financial Services, Inc.	4/5/2016	4/5/2016	48687328	February Copier lease	\$342.17	\$0.00		\$342.17
De Lage Landen Financial Services, Inc.	4/5/2016	4/5/2016	47553498	November Copier lease	\$342.17	\$0.00		\$342.17
De Lage Landen Financial Services, Inc.	4/5/2016	4/5/2016	49410290	April Copier lease	\$342.17	\$0.00		\$342.17

## City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					\$1,026.51	\$0.00		\$1,026.51
<b>Dig &amp; Demo</b>								
Dig & Demo	4/5/2016	4/5/2016	CAP0194	Deposit refund for 37 Marquette Ct	\$1,880.69	\$0.00		\$1,880.69
<i>Totals for Dig &amp; Demo:</i>					\$1,880.69	\$0.00		\$1,880.69
<b>Globalstar LLC</b>								
Globalstar LLC	4/5/2016	4/5/2016	1000000007200293	Sat phone 2/16/16-3/15/16	\$61.76	\$0.00		\$61.76
<i>Totals for Globalstar LLC:</i>					\$61.76	\$0.00		\$61.76
<b>Granite Rock Company</b>								
Granite Rock Company	4/5/2016	4/5/2016	971898	retention for trail bridges and CH stairs	\$5,089.00	\$0.00		\$5,089.00
<i>Totals for Granite Rock Company:</i>					\$5,089.00	\$0.00		\$5,089.00
<b>Hammons Supply Company</b>								
Hammons Supply Company	4/5/2016	4/5/2016	92630	CCP janitorial supplies	\$105.29	\$0.00		\$105.29
Hammons Supply Company	4/5/2016	4/5/2016	92629	EH janitorial supplies	\$123.16	\$0.00		\$123.16
Hammons Supply Company	4/5/2016	4/5/2016	92615	City Hall janitorial supplies	\$35.67	\$0.00		\$35.67
<i>Totals for Hammons Supply Company:</i>					\$264.12	\$0.00		\$264.12
<b>Cecile Kazemi</b>								
Cecile Kazemi	4/5/2016	4/5/2016	27462	Deposit refund for Endeavor Hall minus 2 ad	\$160.00	\$0.00		\$160.00
<i>Totals for Cecile Kazemi:</i>					\$160.00	\$0.00		\$160.00
<b>Arlene Kikkawa-Nielsen</b>								
Arlene Kikkawa-Nielsen	4/5/2016	4/5/2016	March 16	March Library Volunteer Coordinator	\$900.00	\$0.00		\$900.00
<i>Totals for Arlene Kikkawa-Nielsen:</i>					\$900.00	\$0.00		\$900.00
<b>LarryLogic Productions</b>								
LarryLogic Productions	4/5/2016	4/5/2016	1567	City council meeting production 3/15/16	\$250.00	\$0.00		\$250.00
<i>Totals for LarryLogic Productions:</i>					\$250.00	\$0.00		\$250.00
<b>MPA</b>								
MPA	4/5/2016	3/31/2016	March 2016	March Life/LTD	\$1,685.92	\$0.00		\$1,685.92
<i>Totals for MPA:</i>					\$1,685.92	\$0.00		\$1,685.92
<b>NBS Govt. Finance Group</b>								
NBS Govt. Finance Group	4/5/2016	4/5/2016	31600035	CFD Qtrly admin fees Q4 FY 16	\$4,335.00	\$0.00		\$4,335.00
NBS Govt. Finance Group	4/5/2016	4/5/2016	31600002	Delinquency mgmt svcs, demand letters, CFD	\$198.92	\$0.00		\$198.92
<i>Totals for NBS Govt. Finance Group:</i>					\$4,533.92	\$0.00		\$4,533.92
<b>Neopost (add postage)</b>								
Neopost (add postage)	4/5/2016	4/5/2016	3/23/16	Postage added 3/23/16	\$300.00	\$0.00		\$300.00
<i>Totals for Neopost (add postage):</i>					\$300.00	\$0.00		\$300.00
<b>Pacific Telemanagement Svc</b>								
Pacific Telemanagement Svc	4/5/2016	4/5/2016	827607	courtyard payphone for April	\$73.00	\$0.00		\$73.00

## City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Pacific Telemangement Svc:</i>					\$73.00	\$0.00		\$73.00
<b>Paramount Elevator Corp.</b>								
Paramount Elevator Corp.	4/5/2016	4/5/2016	11472	Mechanic for Elevator 3/7/16	\$295.00	\$0.00		\$295.00
<i>Totals for Paramount Elevator Corp.:</i>					\$295.00	\$0.00		\$295.00
<b>ParcelQuest</b>								
ParcelQuest	4/5/2016	4/5/2016	3223-3-2016	CCCounty Data & Map Disc 2016	\$642.60	\$0.00		\$642.60
<i>Totals for ParcelQuest:</i>					\$642.60	\$0.00		\$642.60
<b>Peace Officers Research Assoc of CA</b>								
Peace Officers Research Assoc of CA	4/5/2016	4/5/2016	142645	Pension reform act contribution, POA	\$270.00	\$0.00		\$270.00
Peace Officers Research Assoc of CA	4/5/2016	4/5/2016	142646	POA dues 4/1/16	\$10.00	\$0.00		\$10.00
<i>Totals for Peace Officers Research Assoc of CA:</i>					\$280.00	\$0.00		\$280.00
<b>PERMCO, Inc.</b>								
PERMCO, Inc.	4/5/2016	4/5/2016	10536	General engineering for 3/5/16-3/25/16	\$4,743.37	\$0.00		\$4,743.37
PERMCO, Inc.	4/5/2016	4/5/2016	10537	CAP Inspections 3/5/16-3/25/16	\$220.25	\$0.00		\$220.25
PERMCO, Inc.	4/5/2016	4/5/2016	10538	El Molino Sewer Upgrade, prepare cost est. 3/	\$895.75	\$0.00		\$895.75
PERMCO, Inc.	4/5/2016	4/5/2016	10539	Historical Soc. Garden Plans, review submitta	\$300.00	\$0.00		\$300.00
PERMCO, Inc.	4/5/2016	4/5/2016	10540	Initial Inspection 3/5/16-3/25/16, Arial Plans, ;	\$83.00	\$0.00		\$83.00
PERMCO, Inc.	4/5/2016	4/5/2016	10541	2016 Arterial rehab, prepare plans, cost est 3/	\$5,045.00	\$0.00		\$5,045.00
PERMCO, Inc.	4/5/2016	4/5/2016	10542	Cardinet trail repair - bid, prepare plan 3/5-3/	\$961.25	\$0.00		\$961.25
<i>Totals for PERMCO, Inc.:</i>					\$12,248.62	\$0.00		\$12,248.62
<b>PG&amp;E</b>								
PG&E	4/5/2016	4/5/2016	3/15/16	Electricity, gas 2/16/16-3/15/16	\$18,170.11	\$0.00		\$18,170.11
PG&E	4/5/2016	4/5/2016	3/22/16	Diablo Estates Electricity 2/22/16-3/21/16	\$10.69	\$0.00		\$10.69
PG&E	4/5/2016	4/5/2016	3/17/16	Electricity 2/18/16-3/17/16	\$2,923.44	\$0.00		\$2,923.44
<i>Totals for PG&amp;E:</i>					\$21,104.24	\$0.00		\$21,104.24
<b>R&amp;S Erection of Concord</b>								
R&S Erection of Concord	4/5/2016	4/5/2016	96558 COMR	service call on roll up door, CCP	\$244.50	\$0.00		\$244.50
<i>Totals for R&amp;S Erection of Concord:</i>					\$244.50	\$0.00		\$244.50
<b>Riso Products of Sacramento</b>								
Riso Products of Sacramento	4/5/2016	4/5/2016	154403	PD copier contract 3/18/16-4/17/16	\$94.86	\$0.00		\$94.86
<i>Totals for Riso Products of Sacramento:</i>					\$94.86	\$0.00		\$94.86
<b>Joe Sbranti</b>								
Joe Sbranti	4/5/2016	4/5/2016	CAP0190	Deposit refund for 7 Promontory PI	\$1,684.32	\$0.00		\$1,684.32
<i>Totals for Joe Sbranti:</i>					\$1,684.32	\$0.00		\$1,684.32
<b>Sprint Comm (PD)</b>								
Sprint Comm (PD)	4/5/2016	4/5/2016	703335311-172	PD cell 2/26/16-3/25/16	\$274.73	\$0.00		\$274.73
<i>Totals for Sprint Comm (PD):</i>					\$274.73	\$0.00		\$274.73

## City of Clayton Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
<b>Stericycle Inc</b>								
Stericycle Inc	4/5/2016	4/5/2016	3003369827	Hazardous Disposal for April	\$96.07	\$0.00		\$96.07
				<i>Totals for Stericycle Inc:</i>	\$96.07	\$0.00		\$96.07
<b>Verizon Wireless</b>								
Verizon Wireless	4/5/2016	4/5/2016	9761354196	cell phones February	\$10.65	\$0.00		\$10.65
				<i>Totals for Verizon Wireless:</i>	\$10.65	\$0.00		\$10.65
<b>Watch Guard</b>								
Watch Guard	4/5/2016	4/5/2016	ADVREP072658	Combo front/cabin camera unit, police car	\$542.50	\$0.00		\$542.50
				<i>Totals for Watch Guard:</i>	\$542.50	\$0.00		\$542.50
<b>Western Exterminator</b>								
Western Exterminator	4/5/2016	4/5/2016	3975795	February Pest control services	\$370.00	\$0.00		\$370.00
				<i>Totals for Western Exterminator:</i>	\$370.00	\$0.00		\$370.00
				<b>GRAND TOTALS:</b>	<b>\$215,801.06</b>	<b>\$0.00</b>		<b>\$215,801.06</b>

# Earnings Statement

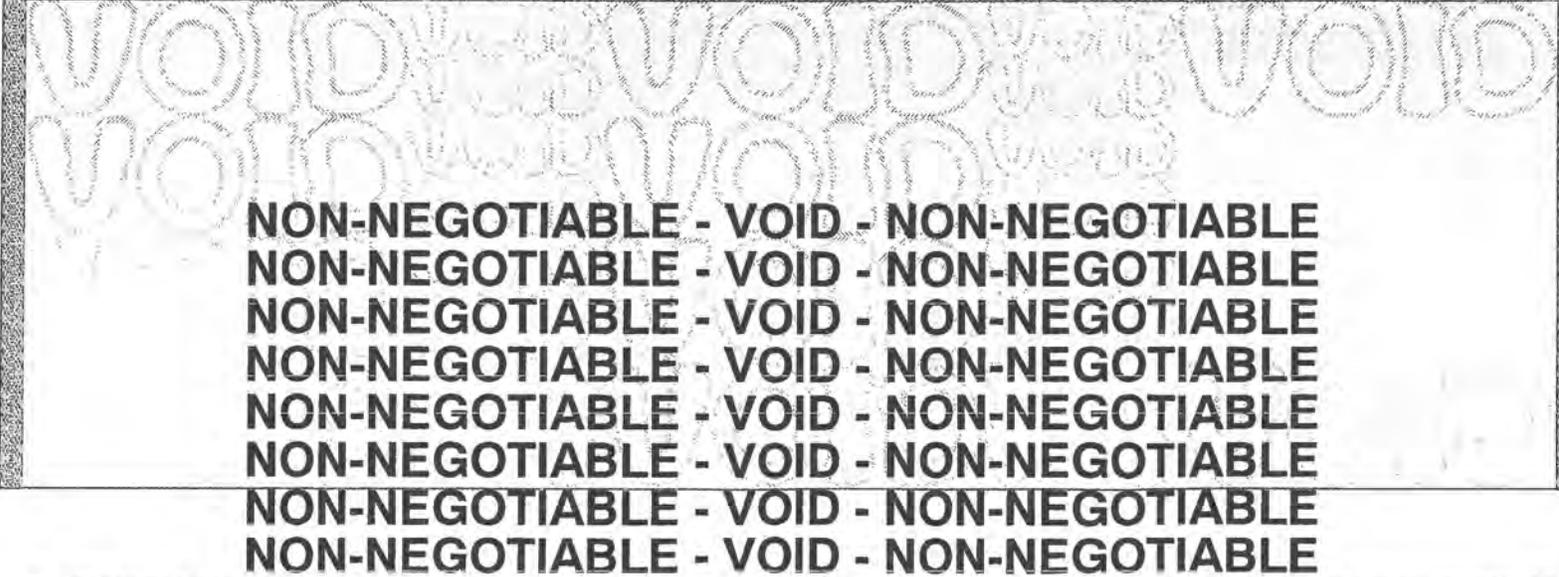
Z7L TOTAL DOCUMENT  
CITY OF CLAYTON  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

82194.37 GROSS  
58803.17 NET PAY (INCLUDING ALL DEPOSITS)  
9469.73 FEDERAL TAX  
118.56 SOCIAL SECURITY  
1123.86 MEDICARE  
.00 MEDICARE SURTAX  
.00 SUI TAX  
3102.10 STATE TAX  
.00 LOCAL TAX  
67689.23 DEDUCTIONS  
690.89 NET CHECK

**COMPANY CODE Z7L  
CITY OF CLAYTON  
TOTAL DOCUMENT  
LOCATION 0001**

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM



**NON-NEGOTIABLE - VOID - NON-NEGOTIABLE  
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE**

WEEK 13 BATCH 4879 27 PAYS

0 Employees With Overflow Statement

0 Overflow Statement 1 Total Statement

Tot Cks/Vchrs:00000000027 Tot Docs in all:00000000030

First No. Last No. Total

Checks: ADPCHECK ADPCHECK 00000000002

Vouchers: 00000130001 00000130025 00000000025

# Earnings Statement

Z7L TOTAL DOCUMENT  
CITY OF CLAYTON  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

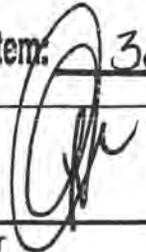
75692.48 GROSS  
 54026.95 NET PAY (INCLUDING ALL DEPOSITS)  
 8634.51 FEDERAL TAX  
 17.18 SOCIAL SECURITY  
 1035.19 MEDICARE  
 .00 MEDICARE SURTAX  
 .00 SUI TAX  
 2780.23 STATE TAX  
 .00 LOCAL TAX  
 62969.54 DEDUCTIONS  
 255.83 NET CHECK

**COMPANY CODE Z7L**  
**CITY OF CLAYTON**  
**TOTAL DOCUMENT**  
**LOCATION 0001**

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE  
 NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Approved: Gary A. Napper  
City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** Laura Hoffmeister, Assist. to the City Manager   
**DATE:** April 5, 2016  
**SUBJECT:** Establishing 2016-2017 ERU Assessment Rate for Federal and State Mandated National Pollution Discharge Elimination System (NPDES) Program (Storm Water Pollution Prevention)

## RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution, Establishing the Rate Per Equivalent Run off Unit (ERU) for FY 2016-17 and requesting the Contra Costa County Flood Control and Water Conservation District to adopt an Annual Parcel Assessment for Drainage and Maintenance and the National Pollutant Discharge Elimination System (NPDES) Program, maintaining the current ERU Rate at \$29.00 per single-family parcel.

## BACKGROUND

The 1987 Reauthorization of the Federal Clean Water Act, as well as similar State legislation, required local agencies to obtain a NPDES Permit for discharging the contents of municipal storm drainage water conveyance systems. As implemented and enforced by the State through the Regional Water Quality Control Board (San Francisco Bay Area Region), this permitting effort is intended to improve water quality in the Delta and San Francisco Bay Estuary System, protect endangered species, and safeguard public waters and waterways for continued economic, recreation and health purposes. Stormwater runoff pollution has been identified as a significant impact on water quality and wildlife in the Bay Area by the State and Federal Governments. During wet weather, large amounts of pollutants, such as oil and grease from automobiles, heavy metals from vehicle exhaust and brake pads, such as copper and lead, pesticides, herbicides and fertilizers from lawns and gardens, soil erosion, and biological material enter the storm drain system and ultimately empty, untreated, into creeks, waterways, the Delta and the Bay.

The City participates and obtained its joint NPDES permit from the SF Regional Water Quality Control Board via the Contra Costa Clean Water Program whose participants include the cities within the County, the County and the Flood Control District. The City of Clayton has participated since its inception in September 1993. The SF Regional Water Quality Control Board issued the 4<sup>th</sup> five-year permit in November 18, 2015. For FY 2015/16 – 2019/20. This permit, called the Municipal Regional Permit 2.0 (MRP 2.0), covers many counties and cities in the Bay Area. MRP 2.0 permit allows the City and other jurisdictions to utilize the storm water drainage system for the discharges into creeks that ultimately drain into the bay. This joint participation allows for the program management and permit process costs to be kept to a minimum through economies of scale and local and regional collaboration, at a fraction of the cost of doing it alone. The program provides for a regional approach to stormwater pollution control, regional monitoring, public education and outreach, technical support and training, special studies and NPDES permit administration requirements.

As part of its permit conditions, Clayton is required to implement a comprehensive Stormwater Management Plan (SWMP). The SWMP includes public participation and inter-governmental coordination designed to reduce the discharge of pollutants into the storm drainage system to the maximum extent practicable through the required implementation of 500 plus Best Management Practices and other requirements (about 350 pages in long with an annual report checklist that is 100 pages in length), or BMP's as they are commonly referred. (For comparison: in 1993 first there were 12 BMP's, about 5 pages in length, all related to municipal maintenance activities such as drainage inlet cleaning and v-ditch cleaning. In 1997 there were 257 BMP's covering 40 pages. In FY 03-04 c3 amendments – an additional 75 pages were added to the permit by the Regional Board, requiring increased regulation and monitoring activities for development/construction controls, municipal maintenance, public education and outreach, illicit discharge and inspection, and documentation and reporting. In 2009 the document grew to 300 pages with 216 requirements).

Staff is aware the cost of meeting the obligations of the increased requirements contained in the MRP 2.0 will begin to exceed our revenues received from the ERU. The annual estimated shortfall for FY16-17 is expected to be \$50,000 which will be able to be covered by the Stormwater Reserve Fund balance. Although difficult to fully identify all future additional costs at this point, staff has identified the minimum estimated cost impacts by the new regulations to the City could further outpace revenues. Some new items required by MRP 2.0 include more elimination of litter going into storm drains; more monitoring and reporting on our storm drain inlets trash capture devices (which capture litter before going to the creek), and "green infrastructure" which would set forth standards for cities to redirect their existing storm drainage water into landscape areas; and reduction of PCB contained in caulk and joint compounds between 1950 and 1980 in non-wood frame construction, by having cities regulate certain demolition and tenant improvements similar to that now done for asbestos and lead paint for homes and businesses through the planning and building permit process.

When the program was originally established in 1993, the rate cap for the current parcel fee in Clayton was set by the City Council at \$29/ERU. Because other members of the Clean Water Program also have the same issues (costs exceeding available revenue available from the ERU rate) a cost/revenue analysis was undertaken by the Contra Costa Clean Water Program to evaluate possible additional funding mechanisms for the added requirements of the MRP. The Clean Water Program attempted three times the pursuit of legislation to add stormwater to the definitions of other utilities such as sewer and water and was not successful in receiving needed legislative support, or getting out of committee, and there is not any support by the governor and his staff. It was after these state wide attempts were fruitless, our staining local funding and the continuing increased requirements by state regulating agencies that led to the 2012 Prop 218 property owner vote for a new parcel fee. The new second revenue measure did not pass. Local revenues for stormwater quality protection have been level since 2000—while compliance costs continue to increase. Additional state legislation is being perused to establish a process to allow for future local voter consideration of new stormwater revenues. However, in order to continue to receive our existing current ERU rate of \$29 per single family parcel (the same amount levied since FY1999/2000) must be levied. Failure to levy this fee would result in the City need to consider use of its General Fund, and/or a local city specific revenue measure since the regional Prop 218 measure did not receive sufficient voter support for passage.

## **DISCUSSION**

Staff currently participates, as is required by the program agreement and state permit, on the Clean Water Program's New Development Construction Controls Committee, MRP Implementation sub-committee, and Management Committee; and as needed –usually quarterly in the Administrative and Finance Committee and the Monitoring and Inspection Committee. City staff typically attends and participates in 4-5 meetings per month on just this subject.

One of the largest components of the unfunded mandates was the trash load analysis and reduction program that cities had to undertake. This provision required cities to reduce their trash pollution load by 40% by 2014, and completely eliminate (100% reduction) by 2020. The City of Clayton did accomplish the installation of 25 trash capture devices and has reduced its trash load to almost the 100% level at this time, about 5 years before the deadline. The trash capture devices and their installation were covered through ABAG grants that the City Maintenance staff received. However there are not any new funds to address the mandated studies and documentation that cities must file as part of its Annual Report to the State. They include mandatory maintenance items such as clearing of trash along specific areas of creeks and drainage inlets; the quantification of the materials collected; enforcement action (issuance of citations) to individuals for pollution runoff; creeks and waterways testing, mapping, monitoring and of all creeks and all outfalls to creeks, and specific on-going litter removal down to the size of a cigarette butt of litter on certain distance of creek segments and the cleaning of private drainage inlets (we currently do public inlets only). The reporting format requires cities a computer data base for mapping, reporting and monitoring information and transmitting electronically to the SF Regional Water Board where they will post to a public accessible web site. The Clean Water Program is establishing a cloud based GIS mapping project where we will have access to GIS data base, therefore at this time there is not a need to undertake a individual city effort to comply with this permit requirement. Another focus of the permit is increased and/or enhanced inspections to commercial businesses. The City contracts with Central Contra Costa Sanitary District to perform these inspections, as they have the special training needed to undertake and most of the businesses are restaurant businesses which they already periodically inspect. The permit also requires all maintenance staff and city contractors that apply herbicides or pesticides to be certified in Integrated Pest Management Practices (IPM), and Bay Friendly Certified, and for cities to have local IMP management plans and/or ordinances. The City has obtained compliance by ensuring that one of its Maintenance Supervisors (John Johnston), its outside noxious weed abatement contractor (Envirotech), and building pesticide contractor (Western Exterminator) are all Bay Friendly Trained and Certified applicators.

Another on-going issue is litigation. Certain third-party interest groups have repeatedly brought legal action against the EPA, State and Regional Agencies, the cities, county, and our Clean Water Program. These court actions have in the past increased costs for legal defense and added to the program requirement standards issued by the State, or as a result of judicial decisions. The Environmental organizations recently filed an appeal with the State on the new MRP 2.0. To minimize the potential future legal costs the group program costs have included encumbrances of some group Program funds for this purpose. To date Save the Bay has been closely monitoring the Trash Load Analysis and Action Plans. Based upon some recent email received from them it appears they are concerned that cities plans may not be aggressive enough to reduce trash pollution to meet the permit requirement time frames. (Due to City staff robust efforts at installing at key areas full trash capture devices, it appears that Clayton may not fall into future scrutiny on this item.)

Overall the City's total costs are comprised of two components, one consisting of the pro rata share of group costs based upon population. The other is the management and maintenance activities undertaken by the City and its contracts with others for required activity implementation and monitoring and reporting. All program staff and permittees (cities and county) have been and continue to make strong efforts to control costs at the program level. However, funds for the MRP 2.0 permit, technical and legal work, education and outreach, implementation of programs to address recent pollutants of concerns (green infrastructure, PCB, etc.), and ongoing and enhanced TMDL's, trash, enforcement, have increased these State unfunded mandate costs on cities and counties.

#### **ASSESSMENT AND PROGRAM BUDGET**

The Group's Clean Water Program Budget for FY 2016-17 is \$2.6 million, about the same as last year. Future budget years will see Group Program increase more to address some of the new permit requirements. Increased costs for 2016-17 are being addressed by carry over or encumbrances of this

year's funds to help reduce or smooth out increases; thus minimizing the impact (reduction) in return to source funds.

For FY 16-17 the City of Clayton's pro rata share of the Programs cost is 1.02%, apx. \$26,872, an increase of \$300 over last year. Future costs increases and lack of Program carry over funding in future years will result in ongoing Programs Costs budget increases, this will result in less return to source funds to undertake the added local city permit requirements.

It is currently estimated that for FY 16-17 the gross revenues from Clayton's assessment will total approximately \$126,615, the same as last few years. Of this \$26,872 is allocated to the Clean Water Program administration and group expenses; \$3,800 to the County Auditor for costs related to assessment collection; \$8,000 to the Sanitary District for commercial inspection, monitoring and municipal requested call out inspections; \$3,000 to the District for fiscal and assessment area management, \$3,000 for program reserve, and \$10,000 for our annual state discharge permit fee. Thus, the remaining funds available to the City, for all other activities are approximately \$71,943 a decrease of \$297 over this fiscal year 2015-16 budget (note: over last two years there will have been a decrease of almost \$9,000 in return to source funds, and a reduction of \$23,900 per year less than we received in 2009). Approximately fifty-five percent of the City's funds are directly spent on labor costs of maintenance activities required by the program, such as storm drain inspection and cleaning, creek clearing; responding to spill calls; the remaining is divided between equipment and materials; monitoring and inspection; and management and reporting. For fiscal year 15-16 (this fiscal year) it is projected that \$30,000 may be needed from the Stormwater Reserve Fund. It is expected that about \$50,000 may be needed from the \$133,434 estimated Stormwater Fund Reserve use in FY 16/17 (mostly to comply with the MRP 2.0 trash management and monitoring requirements; and green infrastructure analysis). Any future FY shortfalls are anticipated to be covered by the City's Stormwater Fund reserves. Thereafter, if additional revenues are needed, the City must default to consider use of its General Fund, and/or a local city specific revenue measure since the regional Prop 218 measure did not receive enough support for passage.

To continue the local revenue source necessary to fund the unfunded mandates by federal and state government regulations, the City annually authorizes the Contra Costa Board of Supervisors to direct the Contra Costa Flood Control and Water Conservation District to establish a storm water utility area for the City and to impose benefit assessments on all applicable parcels within the City of Clayton. This item is the annual consideration to request the local assessment levy which provides funding to the Federal and State Clean Water program mandates which the City must undertake and participate in according to Federal and State law. **Staff recommends no increase to the rate for FY 2016-17; it will be the same rate as the last seventeen fiscal years, which is \$29.00 per ERU.**

Since the City is not exceeding the current rate cap and not increasing the voter approval requirement of Prop. 218 process does not apply. A single family detached dwelling is typically one ERU; homes on lots 20,000 sq. ft. or larger are allocated 1.7 ERU's; attached homes (e.g., townhomes and duets) are 0.7 ERU. This formula is the same throughout all Contra Costa communities and all cities and the County funds their NPDES costs through the ERU assessments.

### **FISCAL IMPACT**

Although a Federal and State Mandated program, cities do not receive any revenues from the Federal and State Government to offset or cover the mandated requirements. Consequently, the Stormwater Utility Rate and Assessment areas were established in 1993 by the County and the Cities to develop a funding source to cover the costs of the Federal and State mandates.

The recommended assessment for FY 2016-17 is the same rate that is currently in place. Should the City not authorize the Flood Control District to establish and collect the annual assessments, the City still has the financial and legal responsibility to perform the Permit requirements but would not receive the apx. \$126,615

generated by the annual assessment. Mandated activities would need funding from another source, such as the General Fund. Given the high level of commitment of the General Fund to other City programs and projects, prior state "takes" of local funds, loss of redevelopment funds, the recent economic downturn, and fixed cost impacts to the General Fund, these NPDES costs, if paid for by the General Fund, would adversely impact other services and operations the City currently provides to the community. It must be noted here the Regional Water Quality Control Board and several case laws consistently declare clean storm water are of the utmost state priority and public agencies have been given the tools (i.e.: local taxing authority) to receive additional revenues for their purpose by garnering local voter approval to tax themselves more for this mandate.

Additional implementation measures such as that needed for monitoring and maintenance of new Stormwater facilities required under our mandated permit and installed as part of new construction within Clayton (C-3), have been addressed by the City Council to provide for methods that are self supported by the new development such as Benefit Assessment Districts or Homeowners Associations or combination thereof, or other approach that would not financially impact the city and its general funds. This Council-directed policy minimizes potential impacts to the under-funded Stormwater fund or the City's General Fund for the permanent new development installed specific requirements to meet the new state regulations. However not covered by these are the general overall reporting, enforcement action and trash reduction action plans, commercial inspections, monitoring enhancements required by the regional board are reasons that the current assessment fee should be continued.

### **CONCLUSION**

To continue the revenue source required to fund the state mandated activities the City annually authorizes the Contra Costa Board of Supervisors to direct the Contra Costa Flood Control and Water Conservation District to impose annual benefit assessments on all applicable parcels within the City of Clayton. The attached Resolution would maintain the current Stormwater Utility Rate assessment of \$29.00 per ERU for FY 2016-17.

### **Attachments:**

- Proposed ERU Resolution for FY 2016-2017
- Clean Water Program Budget costs and cost sharing formula FY 2016-17
- Stormwater Fund 216 Budget

**RESOLUTION NO. \_\_-2016**

**A RESOLUTION ESTABLISHING THE RATE PER EQUIVILANT RUN-OFF UNIT (ERU) FOR FY 2016-2017 AND REQUESTING THE CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

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

**WHEREAS**, under the Federal Water Quality Act [33 U.S.C. Section 1342 (p)], certain municipal stormwater discharges require a permit from the appropriate federal or state authorities pursuant to the National Pollutant Discharge Elimination System (NPDES) program; and

**WHEREAS**, the City of Clayton, in conjunction with other affected jurisdictions within Contra Costa County, applied to the State Regional Water Quality Control Board and received a Joint NPDES Permit which requires the implementation of a Storm Water Management Plan and Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

**WHEREAS**, Assembly Bill 2768 ( West's Water Code Appendix, Section 63-12 and 63-12.9) authorizes the Contra Costa County Flood Control and Water Conservation District (District) to establish Stormwater Utility Areas (SUA) and to levy annual benefit assessments for the purpose of carrying our activities required under the NPDES program; and

**WHEREAS**, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES program and local drainage maintenance activities; and

**WHEREAS**, at the request of the City, the Contra Costa County Flood Control District and Water Conservation District (District) has completed the process for the formation of a SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

**WHEREAS**, the SUA and Program Group Costs payment agreement between the City and the District requires that the City of Clayton annually, by May 1, determine its rate to be assigned to a single ERU for the forthcoming fiscal year.

**WHEREAS**, the City Council adopted Resolution 9-93, which established the range of the annual assessment to be imposed by the District within the storm water utility area not to exceed \$29 per ERU.

**WHEREAS**, the City of Clayton has been at its maximum \$29 per ERU rate since FY 1999-2000 (the last seventeen fiscal years) and this same rate is proposed again for FY 2016-2017.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Clayton, California does hereby determine that its rate to be assigned to a single ERU for FY 2016-2017 shall be set and assessed at \$29.00

**BE IT FURTHER RESOLVED**, that the City Council of Clayton, California, does hereby request the Contra Costa Flood Control and Water Conservation District to adopt the SUA levies based on the above established rate.

Adopted by the City Council of the City of Clayton, California at a regular meeting of thereof held on April 5, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The City Council of Clayton, CA

\_\_\_\_\_  
Howard Geller, Mayor

ATTEST:

\_\_\_\_\_  
Janet Brown, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular meeting held on April 5, 2016.

\_\_\_\_\_  
Janet Brown, City Clerk

**CONTRA COSTA CLEAN WATER PROGRAM  
GROUP COSTS METHODOLOGY & ALLOCATION  
FOR FISCAL YEAR 2016/17**

City/County/State	January 1, 2014	January 1, 2015 <sup>(1)</sup>	Percent Change	Prorata % of Program <sup>(2)</sup>	Budget <sup>(3)</sup> Allocation
<b>CONTRA COSTA COUNTY</b>	<b>1,087,008</b>	<b>1,102,871</b>	<b>1.46%</b>		<b>\$ 2,625,516</b>
ANTIOCH	106,455	108,298	1.73%	9.82%	\$ 257,816
BRENTWOOD	54,741	56,493	3.20%	5.12%	\$ 134,488
CLAYTON	11,200	11,288	0.79%	1.02%	\$ 26,872
CONCORD	124,656	126,069	1.13%	11.43%	\$ 300,122
DANVILLE	43,146	43,691	1.26%	3.96%	\$ 104,012
EL CERRITO	24,087	24,288	0.83%	2.20%	\$ 57,820
HERCULES	24,572	24,775	0.83%	2.25%	\$ 58,980
LAFAYETTE	24,659	25,154	2.01%	2.28%	\$ 59,882
MARTINEZ	36,842	37,384	1.47%	3.39%	\$ 88,997
MORAGA	16,348	16,466	0.72%	1.49%	\$ 39,199
OAKLEY	38,075	38,789	1.88%	3.52%	\$ 92,342
ORINDA	18,089	18,612	2.89%	1.69%	\$ 44,308
PINOLE	18,794	18,946	0.81%	1.72%	\$ 45,103
PITTSBURG	66,368	67,628	1.90%	6.13%	\$ 160,997
PLEASANT HILL	33,872	34,162	0.86%	3.10%	\$ 81,327
RICHMOND	106,138	107,346	1.14%	9.73%	\$ 255,550
SAN PABLO	29,465	29,730	0.90%	2.70%	\$ 70,776
SAN RAMON	77,270	78,561	1.67%	7.12%	\$ 187,024
WALNUT CREEK	66,183	66,868	1.04%	6.06%	\$ 159,187
UNINCORP. COUNTY	166,048	168,323	1.37%	15.26%	\$ 400,713
				100.00%	\$ 2,625,516

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2015. Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. Budget Allocation amounts are the prorata portion of the FY 2016/17 Group Program Budget, which includes contingency.

City of Clayton  
Stormwater Fund 216  
Adopted Budget 2015-16

Account Number	Account Name	2013-14 Actual	2014-15 Adopted Budget	2014-15 Projected	2015-16 Projected Budget	2016-17 Estimated Draft Budget
7111	Salaries/Regular	20,552	19,150	32,640	28,900	30,000
7112	Temporary Help	6,078	6,580	11,780	12,870	13,000
7218	LTD Insurance	118	160	310	270	300
7220	PERS Retirement	3,529	4,640	9,790	8,900	9,000
7231	Workers Comp Insurance	981	1,090	1,124	1,890	2,000
7232	Unemployment Insurance	582	400	590	660	700
7233	FICA Taxes	780	790	1,430	1,410	1,500
7246	Benefit Insurance	3,381	4,700	6,000	5,900	6,000
7311	General Supplies	3,155	11,800	8,832	9,300	10,000
7373	Education and Training	992	5,000	1,000	1,000	1,500
7389	Misc. Expenses	54	500	500	500	500
7409	Street Sweeping Services	42,000	43,260	42,000	44,100	44,100
7412	Engineering Services	8,788	10,000	10,000	10,000	10,000
7419	Other Prof. Services	2,830	38,349	19,626	38,349	38,000
7520	Project/Program Costs - Outreach	-	4,500	4,500	4,500	4,500
8101	Transfer to General Fund	33,183	34,112	34,112	34,944	35,000
<b>Total Expenditures</b>		<b>127,003</b>	<b>185,031</b>	<b>184,234</b>	<b>203,493</b>	<b>206,100</b>
Stormwater Assessment ERU Gross			126,615	126,308	126,615	126,615
NPDES Group Program costs			(25,842)	(25,265)	(26,575)	(26,872)
Commercial Insp by Central San			(8,000)	(8,000)	(8,000)	(8,000)
Flood Control Dist Fiscal Mgmt Cost			(3,000)	(3,000)	(3,000)	(3,000)
County Auditor/Controller Costs			(3,800)	(3,800)	(3,800)	(3,800)
Adjusted Fund Balance			(3,000)	(3,000)	(3,000)	(3,000)
7481	State Regional Annual Discharge Fee	9,594	(10,000)	(8,740)	(10,000)	(10,000)
Less Reserve			-	-	-	-
4602	Net Assessment Revenue	93,982	82,973	83,243	82,240	71,943
4603	Stormwater O & M Annual Fee	1,716	1,716	2,172	2,172	2,172
5324	Street Sweeping Fees	38,570	38,720	38,780	38,780	38,780
5601	Interest	1,514	1,300	1,200	1,200	1,200
5606	Unrealized Inv. Gain/Loss	(591)	-	-	-	-
6007	Transfer from Landscape Maintenance Fund	912	912	912	912	912
6028	Transfer from Diablo Estates BA Fund	456	456	-	-	-
<b>Total Revenue</b>		<b>136,559</b>	<b>126,077</b>	<b>126,307</b>	<b>125,304</b>	<b>115,007</b>
<b>Increase (Decrease) in Fund Balance</b>		<b>9,556</b>	<b>(58,955)</b>	<b>(24,610)</b>	<b>(30,000)</b>	<b>(50,000)</b>
<b>Beginning Fund Balance</b>		<b>178,488</b>	<b>188,044</b>	<b>188,044</b>	<b>163,434</b>	<b>133,434</b>
<b>Ending Fund Balance</b>		<b>188,044</b>	<b>129,089</b>	<b>163,434</b>	<b>133,434</b>	<b>83,434</b>



Agenda Date: 4-05-2016

Agenda Item: 3e

# STAFF REPORT

Approved:   
Gary A. Napper  
City Manager

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: RICK ANGRISANI, CITY ENGINEER**

**DATE: APRIL 5, 2016**

**SUBJECT: CONSIDERATION OF A RESOLUTION FINDING AND DECLARING THAT AN EMERGENCY CONDITION EXISTS ARISING FROM DAMAGE TO THE CARDINET TRAIL AND AUTHORIZING A CONTRACT FOR AN EMERGENCY TRAIL REPAIR PROJECT ON THE CARDINET TRAIL.**

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## RECOMMENDATION

Approve the attached Resolution and award of low-cost time and materials contract to G.N. Henley, Inc., for an estimated amount of \$43,000 from the Citywide Landscape and Trails Maintenance Fund (No. 210).

## BACKGROUND

The increased flows in Mt. Diablo Creek, due to the heavy rains associated with the El Nino phenomenon, have caused rapid erosion of the westerly bank and the loss of a portion of the heavily used Cardinet Trail located behind the houses along Cardinet Drive. With rains and high flows anticipated to continue through the remainder of the rainy season, it is likely that if unrepaired, the erosion and loss of the trail will continue to occur. Unabated, eventually, the erosion could even approach and damage privately-owned real property on the west side of the Cardinet Trail.

Sections 22035 and 22050 of the Public Contract Code authorize the City Council to proceed with awarding a public works contract to perform emergency work upon adoption, by a vote of four-fifths, of a Resolution declaring the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property.

After engineering discussions ensued with several contractors as to their solutions for proper engineering design, scope and specifications to abate this erosion, staff solicited several contractors' quotes to perform the work. We ultimately received an acceptable proposal from

G. N. Henley, Inc. to perform the necessary repairs on a time and material basis with an anticipated cost not to exceed \$43,000. This work will restore the original creek bank alignment using gabions (large wire baskets filled with 4"+ sized rocks). The gabions will then be backfilled with native materials or base rock and the rock-surfaced trail will be reconstructed.

### **FUNDING**

Staff recommends that the funding for this work be allocated from the Citywide Landscape and Trails Maintenance Fund (No. 210).

### **CONCLUSION**

Based upon the above, staff recommends the City Council approve this Resolution authorizing an emergency trail repair project on the Cardinet Trail, awarding a lowest-cost time and materials contract to G.N. Henley, Inc., and allocating the necessary funds from the Citywide Landscape and Trails Maintenance Fund (No. 210).

Attachments:   Resolution [2 pp.]  
                      Location Map  
                      Photos of Damaged area  
                      Henley Contract

RESOLUTION NO. \_\_\_ - 2016

**A RESOLUTION FINDING AND DECLARING THAT AN EMERGENCY CONDITION EXISTS ARISING FROM DAMAGE TO THE CARDINET TRAIL AND AUTHORIZING AN EMERGENCY TRAIL REPAIR PROJECT ON THE CARDINET TRAIL WITHOUT PUBLIC BIDDING**

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

**WHEREAS**, Sections 22035 and 22050 of the Public Contracts Code authorize the City of Clayton (“City”) to proceed with awarding a public works contract to perform emergency work upon adoption by the City Council by a four-fifths vote of a resolution declaring that the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property; and

**WHEREAS**, the Cardinet Trail is in need of emergency repair as a result of the higher rainfall received this past winter and the resulting increased flow in Mt. Diablo Creek that caused approximately 40 feet of the bank to erode, which in turn impacted about 30 feet of Cardinet Trail reducing the width of the trail in that area from 6 feet to 1 to 2 feet; and

**WHEREAS**, the repairs are necessary to preserve the health, safety and welfare of pedestrians, equestrians and cyclists utilizing the trail; and

**WHEREAS**, the need for repair of the damaged section of the Cardinet Trail requires immediate action that will not permit undergoing the formal competitive bidding process because pedestrians, equestrians and cyclists continue to utilize the damaged trail placing themselves in significant danger of sustaining injury; and

**WHEREAS**, City Engineering staff solicited proposals from several contractors and received a written acceptable proposal to perform the emergency work from one of the contractors and City now wishes to award an emergency contract for repair of the Cardinet Trail to G. N. Henley, Inc.; and

**WHEREAS**, Public Contract Code section 22050 also provides that the City Council may, by resolution, delegate the authority to order any action required by the emergency and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let the contracts to the City Manager, his designee, or any other officer.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.    Recitals.** The above recitals are true and correct.

**Section 2.    Findings.** The City Council finds that the public interest and necessity demand the immediate expenditure of public funds from the Citywide Landscape and Trails

Maintenance Fund (No. 210) for emergency work for the repair of the Cardinet Trail in order to safeguard life, health and property. The City Council further finds that the emergency will not permit a delay that would result from a competitive solicitation for bids and that action is necessary to respond to the emergency related to the damaged condition of the Cardinet Trail. The City Council further finds that based on the foregoing, the approvals herein authorized are necessary to protect the public health, safety and welfare.

**Section 3. Award of Contract; Delegation of Emergency Contracting Authority.**

A contract to perform the necessary emergency repair work to restore the Cardinet Trail is hereby awarded to G. N. Henley, Inc., and the City Manager, or his designee, is hereby authorized to execute said contract, and to order any other action required to remedy the emergency relating to the damaged condition of the Cardinet Trail, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**Section 4. Effective Date.** This Resolution shall be effective immediately.

The foregoing Resolution was adopted at a regular public meeting of the City Council of the City of Clayton, California held on the 5th day of April 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

\_\_\_\_\_  
Howard Geller, Mayor

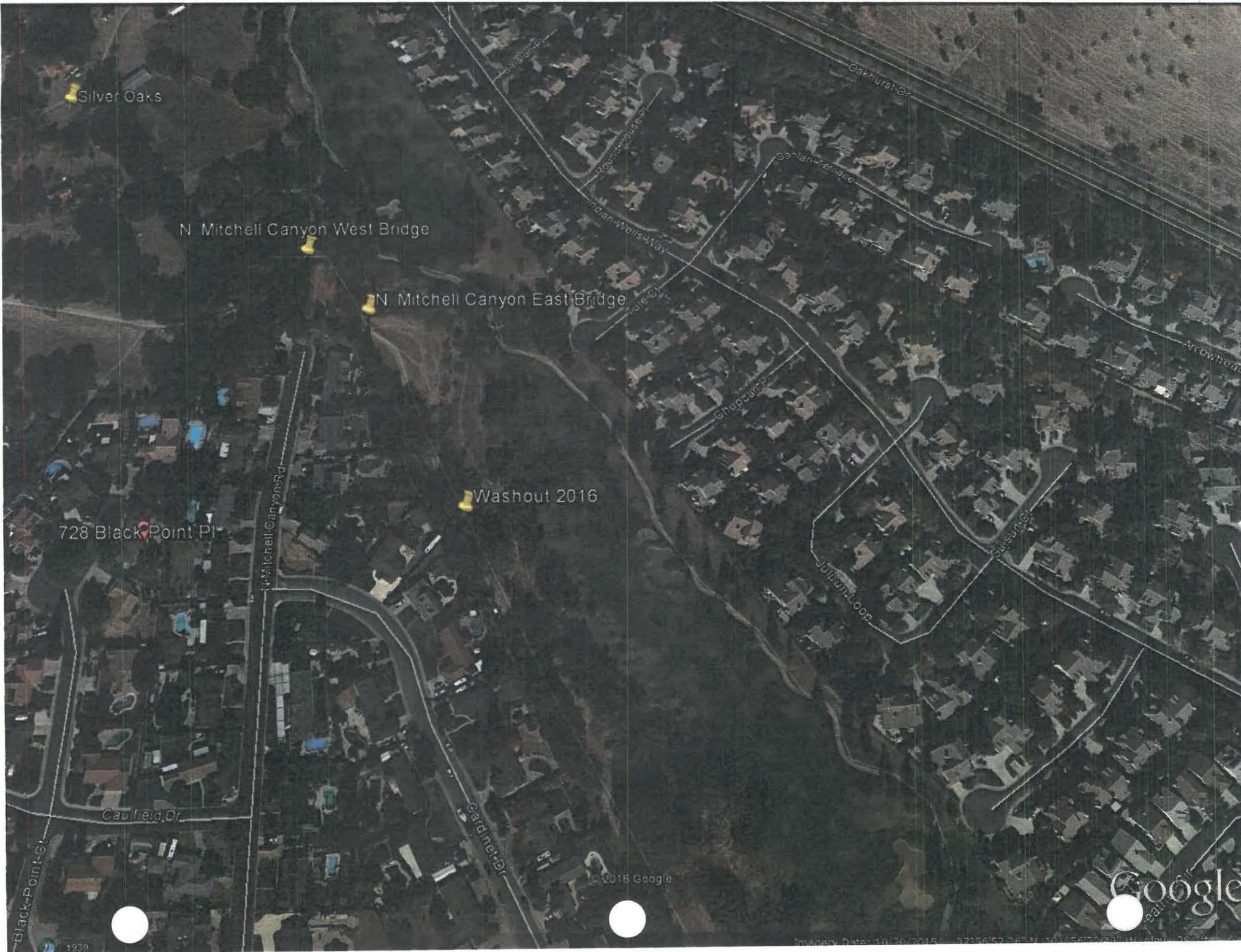
ATTEST:

\_\_\_\_\_  
Janet Brown, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular meeting held on April 5, 2016.

\_\_\_\_\_  
Janet Brown, City Clerk





Silver Oaks

N Mitchell Canyon West Bridge

N Mitchell Canyon East Bridge

Washout 2016

728 Black Point Pl

Mitchell Canyon Rd

Caulfield Dr

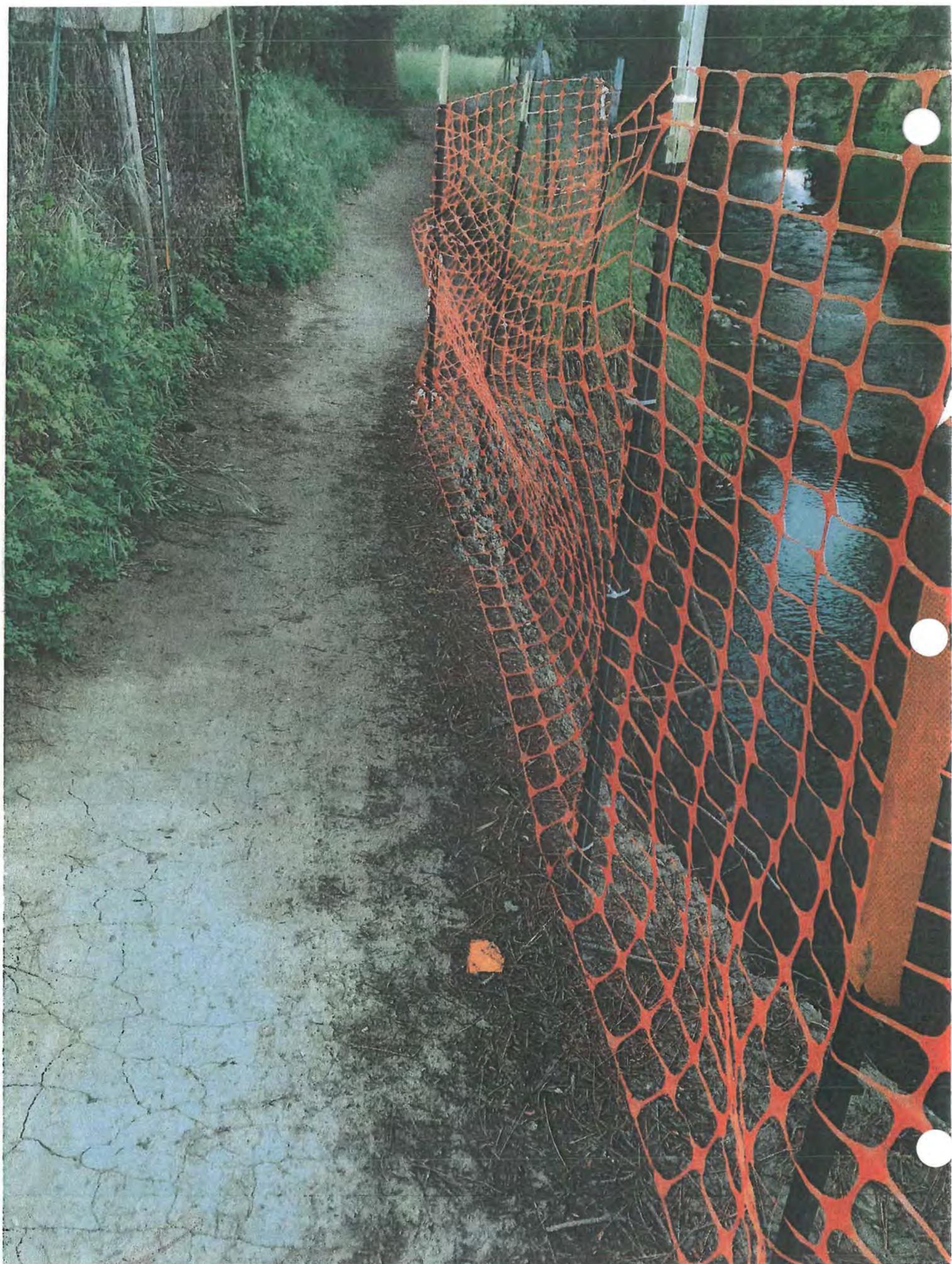
Gardner Dr

© 2016 Google

Google

Imagery Date: 10/30/2015 37°56'52.26"N 101°56'22.43"W Elev: 2824









**CITY OF CLAYTON  
CONSTRUCTION CONTRACT  
CARDINET TRAIL REPAIRS**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Clayton, a municipal corporation organized under the laws of the State of California ("City") and G. N. Henley, Inc., a California Corporation with its principal place of business at 3107 Morgan Territory Road, Clayton, CA 94517 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class A, General Engineering Contractor.

2.3 Project. City desires to engage Contractor to render such services to complete the Cardinet Trail Repair ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a payment bond, public works contractor registration certification and insurance documents as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Construction plans and Contractor's proposal.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor, on a time and material basis at the rates specified in Exhibit B, not to exceed the Total Contract Price of Forty Three Thousand Dollars (\$43,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment

pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter

the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor shall complete and submit the Public Works Contractor Registration Certification attached hereto as Exhibit "D" to the City prior to Contract execution.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority

regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage district, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by execution of this Contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid/proposal accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described

in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City and its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such

trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

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

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City and its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

(A) 3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

3.13.3.1 General Liability. (1) Such policy shall give the City of Clayton, its officials, officers, employees, volunteers and agents additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City of Clayton, its officials, officers, employees, volunteers and agents additional insured status with

respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects City, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

3.13.3.4 Contractor's Pollution Liability Coverage. The contractor's pollution liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) Consultant agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.5 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, volunteers and agents.

3.13.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, volunteers and agents.

3.13.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, volunteers and agents; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.9 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, officers, employees, volunteers and agents as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.10 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided and attached hereto as Exhibit "E". No payment will be made to Contractor until the bond has been received and approved by the City.

#### 3.14.2 RESERVED

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

### 3.15 Warranty.

3.15.1 General Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.15.2 Manufacturer Warranties. Any manufacturer or supplier guaranty provided for any equipment or materials used on the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers, which such warranties and guaranties shall be incorporated herein by this referenced and attached hereto under Exhibit "A" following receipt by the City.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

### 3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the

matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

G N. Henley, Inc.  
3107 Morgan Territory Rd., Clayton, CA 94517  
Attn: Chet Henley

**CITY:**

City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517  
Attn: Rick Angrisani

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 STATE LICENSE BOARD NOTICE. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 RESERVED.

3.17.19 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.20 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

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

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**[SIGNATURES ON NEXT TWO PAGES]**

**CITY'S SIGNATURES**

**CITY OF CLAYTON**

By: \_\_\_\_\_  
Gary Napper  
City Manager

*Attest:*

\_\_\_\_\_  
Janet Brown  
City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Malathy Subramanian  
City Attorney

**[CONTRACTOR'S SIGNATURES NEXT PAGE]**

**CONTRACTOR'S SIGNATURES**

<b>G. N. HENLEY, INC.</b>	
By: _____ Signature	By: _____ Signature
_____	_____
Name (Print)	Name (Print)
_____	_____
Title (Print)	Title (Print)

**EXHIBIT "A"**  
**PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

Plans entitled: "Gabion Wall Details"

**EXHIBIT "B"**

**CONTRACTOR INFORMATION**

**Contractor Estimate dated March 1, 2016**  
**Contractor Labor Rates**  
**Contractor Equipment Rates**  
**Markup on Materials, etc. – 12.5%**

**EXHIBIT "C"**  
**WORKERS COMPENSATION CERTIFICATION**  
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**G. N. HENLEY, INC.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "D"**  
**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**  
**LABOR CODE - SECTION 1861**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: G. N. Henley, Inc.

DIR Registration Number: \_\_\_\_\_

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of contract award and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in the rescission of the contract award.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT "E"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of San Juan Capistrano (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s) \_\_\_\_\_

- Partner(s)                       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document \_\_\_\_\_

Number of Pages \_\_\_\_\_

Date of Document \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)                       Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



Agenda Date: 4-05-2016

Agenda Item: 3F

Approved:

Gary A. Napper  
City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** Janet Brown, City Clerk  
**DATE:** April 5, 2016  
**SUBJECT:** Public Records Retention Schedule

## RECOMMENDATION

Staff recommends the City Council adopt the Resolution approving amendments to the public records retention schedule for the City of Clayton.

## BACKGROUND

At its July 1, 2003 the City Council adopted Resolution No. 33-2003, adopting a Public Records Retention Schedule for the City of Clayton. The only revision to this Records Retention Schedule was made on October 19, 2004, by Resolution No. 57-2004.

While using the Public Records Retention Schedule staff noticed some amendments were needed including a separate addition of a Clayton Police Department Records Retention Schedule in order to clarify the disposition of certain documents. The current Public Records Retention Schedule was reviewed by our City Attorney along with City staff. Recommendations were submitted by the City Attorney's office. City staff reviewed the proposed amendments and did not have any further corrections.

## FISCAL IMPACT

There is no cost associated with amending the public records retention schedule. Indirect savings may be realized in lessening the storage needs/archival space of the City.

Attachments: 1. Resolution (1 pg.)  
2. Records Retention Schedule (43 pp.)  
3. Clayton Police Department Records Retention Schedule (8 pp.)

**RESOLUTION NO. -2016**

**A RESOLUTION AMENDING AND APPROVING THE CITY'S PUBLIC RECORDS  
RETENTION SCHEDULE**

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

**WHEREAS**, a public records retention schedule is an important component of a good public records management program and public records transparency; and

**WHEREAS**, the destruction of certain public records is allowed and authorized by state law in Government Code Sections 34090 et seq; and

**WHEREAS**, a public records retention schedule provides benefits such as reducing the cost of records storage, reducing duplications, reducing administrative costs, improving information retrieval, and protecting and preserving records that are vital to the ongoing business of a city and access by the public; and

**WHEREAS**, the City Council adopted a public records retention schedule by Resolution No. 33-2003 on July 1, 2003 and amended it by Resolution No. 57-2007 on October 19, 2004; and

**WHEREAS**, while using the Records Retention Schedule staff noticed certain amendments were needed including the addition of Clayton Police Department Records Retention Schedule in order to clarify the disposition of certain public documents.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Clayton, California does hereby adopt an amended City of Clayton Public Records Retention Schedule including a separate Clayton Police Department Records Retention Schedule, a true and correct copy attached hereto as "Exhibit A" and incorporated herein as if fully set forth.

Adopted by the City Council of the City of Clayton, California at a regular public meeting held on April 5, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Howard Geller, Mayor

ATTEST:

\_\_\_\_\_  
Janet Brown, City Clerk

**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Accident/Illness Reports	Length of employment + 30 yrs	8 CCR 3204(d)(1)(A)(B)	For Employee Medical Records & Employee Exposure Records regarding exposure to toxic substances or harmful physical agents --Includes Material Safety Data Sheets (MSDS) Does NOT include: health insurance claims; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination
Accidents/Damage to City Property	10 yrs	GC 34090 CCP 337.15	Risk management administration
Accounts Payable	AU + 4 yrs	CCP 337, 26 CFR 31.6001(e)(2)	Invoices, check copies, supporting documents, travel expense reimbursements, petty cash, postage, check requests, etc.

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**CITY OF CLAYTON  
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Accounts Receivable	AU + 4	CCP 337, 26 CFR 31.6001(e)(2)	Receipts for deposited checks, coins, currency; checks received; receipt books; payments for permits, etc.
Aerials (photographs)	P	GC34090;	Historical value
Affidavits of Publication / Posting	2 yrs (unless part of a project or matter that requires longer retention (e.g., CEQA documents))	GC34090	Proof of publication or posting of legal notices (e.g., Notice of Public Hearing; Notice of Lien, etc.)
Agency Report of New Positions (FPPC Form 804)	7 yrs	GC 81009(e)	Identifies new positions that will make or participate in making governmental decisions on behalf of the City
Agency Report of Public Official Appointments (FPPC Form 806)	7 yrs	2 CCR 18705.5(c)(3); GC 81009(e)	Report of additional compensation received by agency officials when appointing themselves to committees, boards or commissions of other public agencies, special districts, joint powers agencies or joint powers authorities. <u>Current report must be posted on the City's website.</u>

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Agenda packets -- City Council, GHAD, Successor Agency, Oversight Board, Financing Authority	10 yrs (City preference)	GC 34090 (d)	Agendas and supporting documentation. Stored on City's web site for 2 years, scan packets to CD's and toss paper copy.
Agendas, Commissions	2 yrs on website.	GC 34090	burn originals to CD, toss paper copy
Agreements Non Infrastructure	10 yrs from expiration of agreement	CCP §§337, , GC 34090	Consultants, employment, leases, professional services
Agreements, Development, Capital Improvement Projects (CIP)	P	CCP 337, 337.1(a), 337.15; GC 34090; 48 CFR 4.703	Infrastructure contracts, development agreements, Capital Improvement Projects.
Agreements, Housing, HOME, First-Time Homebuyers Program	Loan pay off + 4 yrs	24 CFR 85.42, 570.502, 29 CFR 97.42	
Agreements, Mutual Aid, Joint Powers Authorities (JPA's)	P	GC 34090	

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Agreements, Subdivision	P	GC65864, 65869.5, 34090	
Alcoholic Beverage License (copy provided to City for public or private event)	CU + 2 yrs	GC 34090	Police Department should retain
Annexation Case Files	P	GC34090(a)	Reports and agreements. Public notices shall be retained for one year.
Annexations	P	GC 34090(a)	
Annual Reports – Clayton Financing Authority	P	GC 34090.5	After two years, burn to CD's and destroy paper
Appeals – administrative (all)	2 yrs	GC34090	
Appeals – land related (granted)	P	GC 34090	
Appeals – Land-related (withdrawn)	2 yrs	GC 34090	
Appeals – land related (denied)	10yrs	GC 34090	

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Applications for employment (not hired)	3 yrs	29 CFR 1627.3; GC 12946, 34090	Applications submitted for existing or anticipated job openings, including any records pertaining to refusal to hire applicant
Applications, Boards, Commissions, Committees (Not selected)	CL + 2 yrs	GC 34090	Not selected
Applications, Boards, Commissions, Committees (Selected)	A + 5 yrs	GC 34090	Commission, Committees, etc. other than Planning Commission
Appraisals	7 yrs	GC34090; GC 6254(h)	Exempt from disclosure until final acquisition or contract agreement obtained
Articles of Incorporation	P	GC 34090	Original documentation
Assessment Districts	P	GC 34090	Original documentation
Assessment District - Prop 218 – Ballots	2 yrs	GC 53753(e)(2)	Ballots – Property related fees (Assessment Ballot proceedings) [Ballots are disclosable public records during and after tabulation]

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Assessment Rolls	2 yrs	GC 34090	County retains originals
Attendance Records	5 yrs	Admin Code §8	List of meetings attended by Council members <i>[does the City actually create such records?]</i>
Audit Reports	P	GC 34090; State Guidelines	
Bank Reconciliation	AU + 5 yrs	26 CFR 31.6001-1(e)(2); State Guidelines	Bank statements, summaries for receipts, disbursements & reconciliation, certificates of deposit, etc.
Benefit Plan Claims	CU + 2 yrs	GC 34090	
Benefit Plan enrollment, denied	CL + 2 yrs	GC34090	
Bids, RFQ's, RFP's Successful Unsuccessful	CU + 4 yrs CU + 2 yrs	GC 34090; CCP 337, 337.1	Includes plans & specifications, notices/affidavits
Billing Records	AU + 2 yrs	GC 34090	

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Bond, Personnel Fidelity	T + 2 yrs	GC 34090	Form of insurance that covers employer (City) for losses resulting from fraudulent acts of bonded employees
Bonds - Final	CL + 10 yrs	GC 34090; CCP 337.5	Final bond documentation; monthly statement of transactions; supporting documents
Bonds – Paid	2 yrs	GC 34090; GC 53921	Paid bonds; warrant certificates; interest coupons
Bonds, Surety	4 yrs	CCP 337	Documentation created and/or received in connection with the performance of work/services for the City, or for parcel maps and subdivision work
Bonds – Unsold	2 years	GC 34090; GC 43900, et seq.	Unsold bonds
Budget	P	GC34090.7; State Guidelines	Finance keeps original, after two years burn to CD's and destroy paper
Budget adjustments	AU + 2 yrs	GC 34090	Journal entries, account transfers, etc.

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RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Building Permits (submitted to County)	2 yrs	GC 34090	Contra Costa County maintains these; Department Preference; UBC requires plans to be retained for 90 days from completion date; Statewide guidelines propose permanent; UBC 106.4.2; GC 34090; H&S 19850
Building Plans – official copy	Life of building	H&S 19850	[Does the County keep these??]
Business License	CU + 2 yrs	GC 34090	
Campaign Statements – candidates for City Council - elected (originals)	P	GC 81009(b),(g)	Original statements of elected candidates and committees supporting elected candidates for City Council
Campaign Statements – candidates for City Council – <u>not</u> elected (originals)	E + 5 yrs	GC 81009(b), (g)	Original statements of candidates and supporting committees for candidates <u>not</u> elected for City Council
Campaign Statements/Reports - Copies	E + 4 yrs (can image after 2 yrs)	GC 81009(f), (g)	Copies of reports/statements (if filing officer is not required to keep more than one copy)

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Capital Improvement Projects	CL + 10 years	CCP 337.15	Supporting documents including bidders list, specifications, reports, plans, work orders, schedules, etc.
Project files for Planning and Zoning:  Documents affecting real property  Correspondence, staff reports, etc.	P  CU + 2 yrs	GC 34090(a) - records affecting the title to real property  GC 34090(d)	May include parcel maps, parcel map waivers, use permits, development plans, variances, lot line adjustments  Working files – may include agenda reports, correspondence, applications, certificates of compliance, etc.
Cash Receipts	AU + 4 yrs	CCP 337, 26 CFR 31.6001-1(e)(2)	Receipts for currency, coins
CDBG (Community Development Block Grants)	CL + 4 yrs	24CFR 570.502(b) (3); 241 CFR 85.42	Project files, contracts, proposals, statements, reports, sub-recipient dockets, environmental review, grant documents, applications, inventory, consolidated plan etc.

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Certificates of Insurance	S	GC 34090	Insurance certificates filed separately from contracts; includes insurance filed by licensees.
Certificate of Occupancy		Statewide guidelines propose life of building; GC 34090	Maintained by Contra Costa County
Checks (City-issued)	AU + 5 yrs	GC 34090; CCP 337; 26 CFR 31.6001.1(e)	Includes payroll checks, canceled or voided checks, copies of checks, electronic versions of checks
Chemical Use Reports Form/ Material Data Safety Sheet (MSDS)	30 yrs	8 CCR 3204(d)(1)(A)	30 years if employer qualifies as hazardous material exposure & required to file MSDS; reports are mailed to the County
Claims Filed Against the City (Government Claims Act)	CL + 2 yrs	GC 34090	Paid/denied claims; enter into Log Book,

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Classifications and Appointments (employees)	CU + 3 yrs	GC 34090; GC 12946; 29 CFR 516.6(2); 29 CFR 1602.4	Personnel records
COBRA (Employee Benefits)	For life of benefit plan/policy + 6 years	29 USC 1027; 29 CFR 1627.3(b)(2); 28 CCR 1300.85.1; 11 CCR 560	Records regarding COBRA – extension of benefits for separated employees, insurance policies (health, dental, vision, deferred compensation, etc.)
Code Enforcement – Case Files	CL + 2 yrs	GC34090(d)	Building, housing and mobile home code violation records including inspections; public nuisance rubbish and weed abatement, citations, etc.
Complaints - Miscellaneous	5 yrs	GC 34090	Miscellaneous complaints received from members of the public, including those received by e-mail – not code enforcement, not related to specific lawsuits involving the City, and not otherwise specifically covered by the Retention Schedule

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Comprehensive Annual Financial Report (CAFR)	CU + 4 yrs	GC 34090; CCP 337	Finance
Conflict of Interest Code	P	GC 87300 et seq.	Conflict of Interest Code I- required under Political Reform Act; must be reviewed by July 1st of every even-numbered year and amended if necessary
Construction Code Books	.		National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing & Supplements. Maintained by Contra Costa County Building Inspection Department
Construction Plans– approved			New commercial and residential construction, tenant improvements room additions, signs, block wall, remodel. Maintained by Contra Costa County Inspection Department.

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Correspondence, General	2 yrs	GC 34090	Includes letters and emails; not related to specific cases or projects and not otherwise specifically covered by the Retention Schedule
Council directives (administrative)	S + 2 yrs	GC 34090	Administrative policies and procedures – directives issued by the Council not assigned a resolution or ordinance number
Credit Card (City-owned) Sales Slips, Refunds	AU + 4 yrs	GC 34090, CCP 337, 26 CFR 31.6001(e)(2),	Bills, statements, related receipts for City-owned credit cards
Deeds & Promissory Notes	P	GC34090(a)	File with recorded documents. Originals may not be destroyed.
Deferred Compensation Reports	CU + 3 yrs	29 CFR 516.5, GC34090	
Deposits, Receipts	AU + 4 yrs	GC 34090; CCP 337	Checks, coins, currency

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Desk Procedure Manuals	2 yrs or until superseded	GC 34090	
Development Agreements	P	CCP 337, 337.1, 337.15; GC 34090; 48 CFR 4.703	Permanent (State Guidelines recommends retaining paper original for minimum 7 years)
Drug Testing	5 yrs	29 CFR 1627.3(b)(1)(v) ; GC 34090	Department of Transportation requires 5 yrs for positive tests, 1 year for negative tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; Applications, change requests, withdrawals.
Easements, Deeds	P	GC 34090	File with recorded documents. Originals may not be destroyed.
EEOC Records (Equal Employment Opportunity Commission)	3 yrs	29 CFR 1602.30, 2 CCR 11013 (c)	Records, reports showing compliance with federal equal employment requirements (EEO-4 Reports, etc.)

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Election - Certificates of Election	7 yrs	GC 81009(e)	Certificates of election; original reports and statements
Election – Affidavit Index	5 yrs	EC 17001	Affidavits of voter registration
Election – applications for vote by mail ballots	E + 6 mos for state/local  E + 22 mos for federal	EC, 17504, EC 17505	Preserve for six (6) months after election for state and local elections. Preserve for 22 months after Election for President, Vice President, US Senator and/or US Representative
Election – Ballots and Related Documents	E + 6 mos	EC 17302, 17306	STATE & LOCAL ELECTIONS – All ballot cards (voted/spoiled/canceled) arranged by precinct; unused vote by mail ballots; ballot receipts; vote by mail voter identification envelopes. May be destroyed subject to any pending contest.
Election – Ballots and Identification Envelopes (Federal Offices)	E + 22 mos	EC 17301, 17305, 17502, 17504	For elections to federal office (President, Vice President, US Senator, US Representative)

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Election - Ballots – Prop 218 (Assessment Districts)	E + 2 years	GC 53753(e)(2)	Ballots - Property related fees (Assessment Ballot proceeding). [These ballots are disclosable public records during and after tabulation]
Election - Calendar	E + 2 yrs	GC 34090	
Election - Canvass	E + 6 mos	EC 17304	Notifications and Publication of Election; Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results, special election results
Election –Elections Official's Package of Documents	E + 6 mos	EC 17304	Package of 2 tally sheets, copy of index, challenge lists, assisted voters list. [Contents of package are public record after commencement of the official canvass of votes, except that items containing signatures must not be copied or distributed.]

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Elections – Historical File	P	GC 34090	History of elections, sample ballots, certificates of destruction, other resolutions re: election
Elections – Maps, precincts/voter information	E + 2 yrs	GC 34090; EC 17501;	
Elections – Nomination papers Successful Unsuccessful	T + 4 yrs E + 5 yrs	EC 17100; GC 81009(b)	
Elections – Notifications and Publications	E + 2 yrs	GC 34090	Proof of publication or posting, certification and listing of notice of posting; copy of newspaper notice and certification of offices to be voted for at forthcoming election
Elections - Petitions	8 mos after election results are certified	EC 17200, 17400;	Petitions -- Initiative, referendum, recall

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Elections - Roster of Voters	E + 5 yrs	EC 17300	From date of election; initiative, referendum recall, general municipal election
Elections – Working file	2 yrs	GC 34090	
Emergency Response Manuals	S + 2 yrs	GC 34090	
Employee Assistance Program (EAP)	Plan termination + 2 yrs	29 CFR 1627.3(b)(2); GC 12946, 34090	EEOC/ADEA (Age) requires 1 yr after benefit plan termination; State Law requires 2 yrs for personnel records
Employee Eligibility Verification (USCIS Form I-9)	3 yrs after date of hire, or 1 yr after date of termination, whichever is later	8 USC 1324a(B)(3); Pub. Law 99-603	Federal Immigration and Nationality Act; Immigration Reform/Control Act 1986
Employee Handbook	S + 2 yrs	GC 34090	Includes personnel policies
Employee programs	CL + 2 yrs	GC 34090; GC 12946	Includes EAP and employee recognition programs.

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Employee rights General Safety (Police)	T + 2 yrs T + 5 yrs	GC 12946; 29 CFR 1602.14	May include arbitration, grievances, union request, sexual harassment and civil rights, complaints, disciplinary actions. (29 CFR 1627.3)
Employee Time Sheets / Time Cards	2 yrs State Guidelines recommend AU + 6yrs	GC 34090; 29 CFR 516.6.(a)(1); LC 1174(d); State Guidelines	Signed by employee
Engineering Parcel Maps	P	GC 34090	If originals (copies 5 yrs)
Enterprise Systems Catalog	Post on City website; update annually	GC 6270.5	Catalog of software applications, computer systems used by the City. [Due 7/1/2016, per SB 272 (2015 Statutes)]
Environmental Quality – Air Quality (AQMD)	3 yrs	CCP 338(k); GC 34090	Participants/voucher logs; Total Daily Mileage survey (TDM); Commute Alternative
Environmental Quality – Asbestos	P	GC 34090	Documents, including abatement projects, regarding public buildings

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**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Environmental Quality – California Environmental Quality Act (CEQA)	P	GC 34090 State CEQA Guidelines	Exemptions; Environmental Impact Reports; Mitigation Monitoring; Negative Declarations; Notices of Completion (NOC) and Notices of Determination (NOD); comments from the public; Statements of Overriding Considerations, etc.
Environmental Quality – Congestion Management	CL + 2 yrs	GC 34090	Ride sharing; trip management
Environmental Quality – Environmental Review (supplemental documents)	CL + 2 yrs	GC 34090	Correspondence with consultants; etc.
Environmental Quality – Pest Control	CL + 2 yrs	GC 34090	Pesticide applications, inspections, sampling, reports
Environmental Quality – Soil	CL + 2 yrs	GC 34090	Analysis; construction recommendation
Environmental Quality – Soil Reports	P	GC 34090	Final reports
Equipment Reports	2 yrs	GC 34090	

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ERISA Records (Employee Retirement Security Act)	6 yrs	29 USC 1027 29 USC 1059	Employee Retirement Income Security Act of 1974 – plan reports, certified information filed, records of benefits due
Ethics Training Records (AB 1234))	5 yrs after receipt of training	GC 53235.2	Records required to be kept. Records must show dates that City officials and designated staff satisfied the training requirements and the entity that provided the training.
Events and Ticket/Pass Distributions Agency Report – FPPC Form 802	7 yrs	GC 81009(e)	Report of tickets/passes; identifies persons who received tickets/passes and describes the public purpose for the distribution.
Facility Reservation Books, Rentals, Reports, Users	P	GC 34090.5	After 2 yrs, scan to CD's and destroy paper
Family and Medical Leave Act (FMLA))	3 yrs – federal 2 yrs – state	29 CFR 825.500 GC 12946	Records of leave taken, City policies relating to leave, notices, communications relating to taking leave

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Federal Tax Records	CU + 4 yrs	26 CFR 31.6001-1(e); 29 CFR 516.5-516.6	May include Forms 1096, 1099, W-4's and W-2's
Fixed Assets - Inventory	AU + 2 yrs	GC 34090	Reflects purchase date, cost, account number
Fixed Assets – Surplus Property	AU + 4 yrs	GC 34090; CCP 337	Disposal of surplus property, including listing of surplus property, sealed bid sales of surplus equipment, records of auctions of surplus property, etc.
Flood Plain Maps	Until Superseded		Maps created by FEMA – not a City record – for information only
General Plan and Amendments	P	GC34090	Includes Sphere of Influence
Gift to Agency Report (FPPC Form 801)	Post on City website for 4 yrs	2 CCR 18944(c)(3)(F),(G); FPPC Fact Sheet: "Gifts to an Agency – Part 2"	FPPC form showing payment or donation made to the City or to a City official and which can be accepted as being made to the City

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Goals & Objectives	CU + 2 yrs	GC34090	Individual departments
Grants (other federal and state grants – not CDBG)		GC 34090; 24 CFR 85.42, 570.502	Grant documents and all supporting documents: applications, reports, contracts, project files, proposals, statements, etc.
Successful	CL + 4 yrs		
Unsuccessful	2 yrs		
Grievances (filed by employees)	Final disposition + 2yrs	GC 12946, 34090	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 yrs after action is taken
Hazardous Materials & Hazardous Waste Disposal Records	CU + 3 yrs	22 CCR 66279.91; 3 CCR 6624(g)	Includes used oil and pesticides
Hazardous Materials – Permits, Hazardous Material Storage	CU + 2 yrs	GC 34090	[Permanent retention of documents regarding environmentally sensitive materials is recommended]

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Hazardous Materials – Programs, Household Hazardous Waste	S _ + 2 yrs	GC 34090	Documents regarding federal, state or local programs on disposal of household hazardous waste
Hazardous Materials – Exposure Records, etc.	Length of employment + 30 yrs	8 CCR 3204(d), et seq.	Employee exposure records; name/identity of chemical substance used; when & where chemical substance was used
Hazardous Materials – Underground Storage Tank Compliance	Permanent	GC 34090	Documents regarding storage, location, installation, removal, and/or remediation
Hazardous Materials – Underground Storage Tank Maintenance and Repair	For the life of the tank	23 CCR 2660(lj), 2712	Documents regarding repairs, lining and upgrades
Heritage Tree Designations	5 yrs	GC 34090	Historic value
Historic Preservation Inventory	CU + 5 yrs	GC 34090(d)	Records of Historic structures & landmarks, including historic register

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Housing – Programs (includes CDBG-funded programs)	CL + 4 yrs	24 CFR 570.502(b)(3); 24 CFR 85.42	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificates, Housing Bond Advisory, HOME, In-Lieu Housing Mitigation, Low/Moderate Housing, Rental Housing Assistance
Implementation Plan (5 yr)	10 yrs	GC34090	
Insurance - Joint Powers Agreement	CU + 2 yrs	GC 34090	Accreditation, MOU, agreements, agendas
Insurance, liability/property	Until superseded	GC34090	Insurance policies held by the City, Certificates of Insurance, etc.
Investment Transactions	AU + 4 yrs	GC 34090; CCP 337	Summary of transactions, inventory & earnings report
Invoices	AU + 2 yrs	GC 34090	Copies sent for fees owed, billing, related documents

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IRS Form 1099 – Issued by City	5 yrs	26 CFR 31.6001-1(e) (2), 29 CFR 516.5 – 516.6	IRS: 4 yrs after tax is due or paid (longer for auditing & contractor delinquency)
Job Descriptions	CU + 3 yrs	29 CFR 1627.3	Descriptions of duties, qualifications, responsibilities for each position/classification/job title
Labor Distribution	AU + 2 yrs	GC 34090	Costs by employee and program
Ledgers, General	AU + 4 yrs	GC 34090; CCP 337	State Guidelines recommends permanent retention
Legal opinions	S + 2 yrs	GC34090	
Library Commission Agendas and Packets	Retention not required – Not City records		Contra Costa County Library has originals
Litigation Files	Until settled/adjudicated + 2 yrs	GC 34090	

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Lobbying or Lobbyist Forms (FPPC forms)	5 yrs	FPPC Reg. 18615(d)	FPPC Form 602 – Lobbying Firm Activity Authorization; FPPC Form 635 – Report of Lobbyist Employer & Report of Lobbying Coalition – forms used when employing or contracting with a lobbying firm
Lot line adjustments	P	GC 34090	Records affecting title to real property
Maintenance manuals (equipment)	S	GC 24090	Maintenance instructions for City-owned equipment
Maintenance Operations – Municipal Facilities	Active + 2 yrs	GC 34090	Includes work orders, inspections, repairs, cleaning, reports, complaints, service requests
Maintenance – Repair records	2 yrs	GC 34090	Records of repairs to City-owned equipment
Maps, City Boundary	P	GC 34090	Recorded maps, surveys, monuments
Master Plans	P		Parks, public facilities

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Memoranda of Understanding (MOU) (personnel related)	CU + 3 yrs  Sec. of State recommends permanent retention	GC 34090; 29 USC 211(c) 29 CFR 516.5 Sec. of State Local Gov't. Records Mgmt. Guidelines	Personnel related; agreements with employee bargaining units resulting from negotiations
Minutes	P	GC34090(e)	Official minutes and hearing proceedings of the City Council, Successor Agency, Oversight Board, Planning Commission and other City commissions subject to open meeting requirements of the Ralph M. Brown Act
Motor Vehicle Pulls (DMV)	Until superseded (should receive new report every 12 mos.)	GC 6254(c), 34090; VC 1808.1(c)	DMV Drivers' Records Reports - Periodic report from DMV showing employees' driver's license numbers, status of licenses (e.g., suspended/revoked), any traffic violations (part of personnel records; not a public record)
Municipal Code	P	GC 34090	Includes amendments, updates, etc.

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Newsletters - City	CU + 2 yrs	GC 34090	
Noise Permits	A + 2 yrs	GC 34090	
NPDES Permits	3 yrs	40 CFR 122.41	NPDES permit – monitoring information, including calibration and maintenance records, original strip chart recordings, required reports and all data used to complete the permit application
Oaths of Office	T + 6 yrs	GC 34090, 29 USC 1113, State Guidelines	Elected and public officials (e.g., Council members, Commissioners, Staff members)
Ordinances	P	GC 34090(e)	Municipal Code
OSHA	5 yrs	8 CCR 14300.33; LC 6410; 29 CDR 1904.2 – 1904.6, 1904.33	OSHA Log 200; Supplementary Record; Annual Summary (Federal & Cal-OSHA); OSHA 300 Log; privacy case list; OSHA 301 incident report forms
Parcel Maps	P	GC 34090	

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<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Park Reservations	CL + 2 yrs	GC 34090	Scan to CD's and destroy paper
Payroll, adjustments	AU + 4	GC 34090 29 CFR 516.5-516.6	Audit purposes
Payroll – Federal/State Reports	6 yrs	29 USC 436 26 CFR 31.6001-4 R&TC 19530 R&TC 19704 26 USC 6001 26 CFR 301.6501(a)-1 26 CFR 31.6001-1(e) 29 CFR 516.5 – 516.6	Annual W-2s, W-4s, Form 1099s, etc.; quarterly and year-end reports
Payroll Deductions/Authorizations	CU + 2 yrs	29 CFR 516.6(c)	
Payroll records	3 yrs from date of last entry	29 CFR 516.5, LC 1174(d)	Records showing employee information/data (names, addresses, etc.)

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Payroll, registers	3 yrs State Guidelines recommend permanent retention	29 CFR 516.5(a), LC 1174(d)	May include labor costs by employee & program
Payroll, time cards / time sheets	2 yrs State Guidelines recommend AU + 6yrs	29 CFR 516.6(a)(1), LC 1174(d)	Full time, part-time, temporary employees
Payroll – Wage Rates / Job Classifications	CU + 3 yrs	LC 1197.5(d) LC 1174(d) GC 34090 GC 12946 29 CFR 516.6 29 CFR 1602.4 29 CFR 1627.3	
Permits, construction	CL + 2 yrs	GC34090	Building plans/permits are maintained by Contra Costa County. Signs, grading, encroachment, including copies of blueprints and specifications

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Permits, other	CL + 2 yrs	GC34090(d)	Alterations, encroachment, excavations, road, street sidewalks & curb alterations, transportation, swimming pool drainage, temporary uses, noise, etc.
PERS Employee Deduction Reports	T + 4 yrs	GC 34090; 26CFR 31.6001-1; 29 CFR 516.5, 516.6, LC 1174(d)	Record of deductions (PERS Public Employee Retirement System) *
Personnel Action Sheets	T + 3 yrs	29 CFR 516.5-516.6;	Release authorizations; certifications; reassignments; outside employment; commendations; disciplinary actions; terminations; oaths of office; evaluations; pre-employee medicals; fingerprints; identifications cards; attendance

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Personnel records	T + 3 yrs	29 CFR 1627.3; 29 CFR 1602.30; 29 CFR; GC 12946,	Applications, resumes, alternate lists/logs, indices; ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; electronic database
Planning Commission agenda packets	10 yrs	GC34090	Supporting documentation, scan to CD's destroy paper
Planning Commission Minutes	P	GC34090	
Planning Commission – Applications - Successful Applicants	Term of Office + 5 yrs	GC 34090 State Guidelines	Applications and other documents relating to commissioners
Plaques	P		Historic value
Police Records	**	**	Detailed listings of retention periods for police records should be governed by a separate records retention schedule.
Policies & Procedures	S + 5 yrs	GC34090(d)	Individual departments
Press Releases	2 yrs	GC34090	Information to media

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Proclamations	S + 2 yrs	GC 34090	If adopted by resolution, must be retained permanently
Projects, not completed or denied	CL + 2 yrs	GC34090	Building, engineering, planning
Promotional Marketing	CU + 2 yrs	GC34090	
Property – abandonment	P	GC34090(a)	Buildings, condemnation, demolition
Property – acquisition/disposition (supporting documents)	CL + 10 yrs	GC 34090; CCP 337.15	Supporting documents re: sale, purchase, exchange, lease or rental of property by city
Property Inventory	AU + 4 yrs	CCP 343	
Public information brochures	S + 2 yrs	GC 34090	Media information
Public Records Act Requests	CL + 2 yrs	GC 34090	Requests from the public to inspect or receive copies of City records
Purchase Requisitions	AU + 4 yrs	GC34090; CCP 337	

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Recordings – audio (e.g., for preparation of meeting minutes)	30 days minimum	GC 34090, 54953.5(b)	Council/Commission/Successor Agency/Oversight Board meetings – recordings that are “made for whatever purpose by or at the direction of” the City
Recordings – routine video monitoring, telephone, and radio communications	Videos – 1 yr; Phone & radio communications – 100 days (destruction must be approved by City Council & City Attorney)	GC 34090, 34090.6	Routing daily recording of telephone & radio communications (destruction must be approved by City Council & City Attorney); routine video monitoring including in-car video systems, jail observation/monitoring systems, building security systems
Recordings, video or digitally recorded – meetings of legislative bodies	30 days	GC 54953.5	Videos or digital recordings of public meetings made by or at the direction of the City (e.g., City Council/Commission/Successor Agency meetings)

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Recordings, video or digitally recorded events	90 days after event	GC 34090, 34090.7	Events other than videos or digital recordings of public meetings. Considered duplicate records if another record of the same event is kept (e.g., written minutes).
Records Management	P	GC 34090	Certificates of destruction; documentation of final disposition of records
Records Retention Schedules	S + 4 yrs	CCP 343	Record retention schedules
Recruitments and Selection	3 yrs	GC 12946; 29 CFR 1627.3	Records relating to hiring, promotion, selection for training
Redevelopment Plan and Amendments	P	GC34090	State law dissolved redevelopment agencies. City should maintain existing and former RDA plan documents.

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Redevelopment - former RDA documents	P  City preference	GC34090	RDA minutes; resolutions – permanent retention RDA agendas, agenda packets
Refundable Deposits	CL + 2 yrs	GC 34090	Records of deposits from contractors, developers
Relocation files	CL + 2 yrs	GC34090	
Resolutions	P	GC 34090(e)	Resolutions adopted by City Council, Successor Agency, Planning Commission, etc.
Risk Management Reports	CL + 5 yrs – Federal CL + 2 yrs - State	29 CFR 1904.44; GC 34090	Federal OSHA forms; loss analysis report; safety reports; actuarial studies
Roster of Boards and Commissions – Local Appointments (Maddy Act )	Until superseded (new list prepared each Dec. 31st)	GC 34090 GC 54970 et seq.	Local Appointments List of all boards, commissions, committees appointed by the City Council

A = Active AU = Audit CL = Closed/Completion CU = Current Year E = Election P = Permanent S = Supersede T = Termination

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State Guidelines – Secretary of State Local Government Records Management Guidelines

Citations (Federal): CFR – Code of Federal Regulations

Adopted: July 2, 2003 – Resolution No. 33-2003  
Revised: October 19, 2004 – Resolution No. 57-2004  
Revised: April 5, 2016 – Resolution No. -2016

**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Safety Committee (Internal Staff)	2 yrs	8 CCR 3203(b); GC 34090	Injury and Illness Prevention Program
Safety Inspections	2 yrs	8 CCR 3203(b)(1), GC 34090	Inspections to identify unsafe conditions and work practices
Safety Manual	Until Superseded		??
Safety Training Records	CU + 2 yrs	GC 34090	??
Site Plans	CL + 2 yrs	GC 34090	Keep site plans with project files
Special Assessment Districts (Public Works/Engineering)	P	GC34090(a)	Supporting documents for special assessment districts regarding improvement, landscape & lighting, underground utilities; bonds, taxes & construction
Specific Plans & Amendments	P	GC 34090	
State Controller Reports (Annual)	2 yrs	GC 34090	

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**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
State Tax Records	6 yrs	R&TC 19530, 19704	Forms filed quarterly, annually
Statement of Economic Interest -Form 700 (copies) (elected officials)	4 yrs (can image after 2 yrs)	GC 81009(f), (g)	Copies of Form 700s filed by elected officials – originals forwarded to Fair Political Practices Commission (FPPC)
Statements of Economic Interest – Form 700 (originals) (appointed officials & employees)	7 yrs (can image after 2 yrs)	GC 81009(e), (g)	Originals of Form 700s filed by employees & officials designated in the City's Conflict of Interest Code
Storm Drain Construction/Improvement/Maintenance	CL + 2 yrs	GC 34090	Administrative records
Storm Drains – Maps, Plans	P	GC 34090	Affecting real property
Street names and house numbers	P	GC34090(a)	Includes street dedications, street vacations/closings, address assignment/changes
Street Vacations	P	GC34090	Records regarding offers to dedicate; drainage; access rights; etc.

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**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Studies, special projects & areas	CL + 2 yrs	GC34090(d)	Engineering, joint powers, noise, transportation
Subdivisions (major and minor)	P	GC 34090	Originals
Surplus Property, Auction or Disposal	AU + 4 yrs	GC 34090, CCP 337	Disposal of surplus property, including listing of surplus property, sealed bid sales of surplus equipment, records of auctions of surplus property, etc.
Surveys (development)	P	GC34090(a)	Recording data and maps
Taxes, Special	AU + 3 yrs	CCP 338(m )	3-year statute of limitations for challenging a special tax levied by a local agency on a per parcel basis
Telecommunications (telephone system, voice mail, etc.)	CU + 2 yrs	GC 34090	Records regarding administration of City telephones, voice mail, correspondence for same, repair orders, etc.
Temporary Use Permits	A + 2 yrs	GC 34090	Includes special events

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**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Traffic Signals (Public Works/Engineering)	CL + 2 yrs	GC34090(d)	Traffic counts, signal maintenance/repair, etc.
Tree Removal Permits	A + 2 yrs	GC 34090	
Unemployment insurance records	CU + 4 yrs	26 USC 3301-3311; Calif. Unemployment Insurance Code; CCP 343	Records relating to unemployment insurance – claims, payments, correspondence, etc.
Vehicle Mileage - reimbursement	2 yrs	GC 34090	Mileage reimbursement rates set annually by IRS
Vehicle Ownership & Title, Maintenance Records	Life of vehicle or title transfer	VC 9900 et seq	Title transfers when vehicle is sold
Vendor Register	S + 2 yrs	GC34090	Alphabetical listing of vendors – may include information on purchase orders, invoices, account numbers and payment dates

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**CITY OF CLAYTON  
RECORDS RETENTION SCHEDULE**

<b>Record Series</b>	<b>Retention</b>	<b>Citation</b>	<b>Description</b>
Volunteer Programs (includes application, reports, etc)	A + 2 yrs	GC34090	
Vouchers – payments	AU + 4 yrs	GC 34090; CCP 337	Account postings with supporting documents
Wage Garnishments	Active until garnishment is satisfied; then AU + 4 yrs	GC 34090, CCP 337	Wage or salary garnishment
Warrants Register/Check Register	AU + 2 yrs	GC 34090	Record of checks issued; approved by City Council (copy is normally retained as part of Council agenda packet)
Work Orders	CL + 2 yrs	GC 34090	
Workers Compensation	CL + 5 yrs	8 CCR 10102, 15400.2	Work-injury claim files (including denied claims), reports
Zoning Ordinance Amendments	P	GC34090	originals
Zoning Maps	P	GC34090	originals

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Accident Reports – Traffic Collisions (Not Fatal)	3 years	GC §34090, VC §2547, PC §802
Accident Reports – Traffic Collisions (Fatal)	Permanent	PC §§187, 800 et seq., Sec. of State Guidelines
Alarm Registration (Ord. 270; Reso. No. 48-2003)	Current + 2 years	GC §34090; Alarm registration forms, records of payment of fees, etc.
Alcohol Beverage Control Licensing Files/Correspondence	2 years + current year	GC §34090
Arrest Warrants	Same period as records in underlying case; If no underlying case, keep 1 years from date of issue	GC §68152(c)(12) [Court Records Retention]
Background Files – Employees	Termination + 5 years	Part of personnel file records; for peace officers, retention is 5 years (Op. Atty. Gen. No. 99-1111 [May 2, 2000]); for other Police Department staff, retention is 3 years. GC 12946, 29 CFR 516.5; LC 1174
Background Files – Unsuccessful Applicants	5 years	Eligibility Lists are 1 year and can be extended 1 year; EEOC / FLSA / ADEA (Age) requires 3 years; State Law requires 2 – 3 years; 29 CFR 1627.3, 8 CCR §11040 (7)(C); GC §§12946, 34090
Background Files – Volunteers and Reservists	Termination + 5 years	Retained for administrative value; See comments/references above for Background Files-Employees
Bicycle licenses	Current + 2 years	Bicycle licenses issued by Police Dept.; GC §34090

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Citations: Administrative	Current + 3 years	Time period for prosecution is up to 3 years; GC §34090, PC §802
Citations - Correctible	Current + 2 years	GC §34090; Moving citations
Citations: Notice to Appear (Blue) Infraction, Misdemeanor, Traffic , (Except Marijuana cites)	Current + 3 years	Statute of Limitations is up to 3 years; Also See Crime Reports; GC §34090, PC §802
Citations: Parking	Current + 2 years	GC §34090
Concealed Weapons Permits (CCW)	Expiration + 2 years	DOJ manages the sale and transfer of firearms; most agencies retain for 2 years; GC §34090.
Confidential Informant Files	Until terminated + 10 years	Sec. of State Local Government Records Management Guidelines recommends 10 year retention after termination/closure of file
Court Orders: Restraining Order/ TRO/ Child Custody	Until order has expired + 2 years	Copies (Superior Court is Office of Record); GC §34090
Crime Reports: "Detention Only" Retainable Arrests	Current + 2 years	Provided there are no outstanding warrants, deaths, and it is not classified under PC §800 or § 290 ; Statute of Limitations is 2 years; Destroy records of juvenile offenders re: marijuana after age 18; H&S §11361.5; GC §34090, PC §802, PC §§187, 800 et seq.
Crime Reports: Bodies – Natural Death, Released by Coroner	Current + 2 years	GC §34090
Crime Reports: Infractions, Misdemeanors (Except Marijuana less than 28.5 grams), Lost/Stolen Property (No Serialized Property or NCIC Entry), Suspicious Circumstances.	Current + 3 years	Provided there are no outstanding warrants, deaths, and it is not classified under PC §800 or § 290; Statute of Limitations is 2 years; Destroy records of juvenile offenders re: marijuana after age 18; H&S §11361.5; GC §34090, PC §802

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Crime Reports: Felonies Except Homicide, Juvenile, Child Abuse, or Sexual Assault	10 years	Provided that there are no outstanding warrants, deaths, and it is not classified under PC §800 or §290 and H&S §11850; Statute of Limitations is up to 6 years; Other cities show 3 – 10 years retention; PC § 800 et seq.
Crime Reports: Felonies Reduced To Misdemeanor	Current + 3 years	PC § 802 et seq.
Crime Reports: Felonies Homicide, Falsification of Public Records, Kidnapping, Unsolved Child or Elder Abuse, Sexual Assault and Neglect, Misuse of Public Funds, Train-wrecking, Treason, Suicide. (Crimes subject to Death Penalty or without Statute of Limitations)	Permanent	PC §§261, 286, 288, 288a, 288.5, 289, 289.5, and 799
Crime Reports: Marijuana Citations or Reports (less than 28.5 grams)	Date of Arrest + 2 years	GC §34090, H&S §11361.5; Destroy records of juvenile offenders re: marijuana after age 18
Crime Reports: Sealed Juvenile Cases	Sealing Date + 5 years	Statute of Limitations runs up to age of majority + 8 years; Sealing for Juveniles and Wards of the Court retained for 5 years; CCP §§340.1; GC §34090; W&I §781(d)
Crime Reports: Sealed Criminal Records	Sealing Date + 5 years	Keep for same time period as juvenile cases; W&I §781(d)
Crime Reports: Stolen Vehicles, No Conviction	Until Recovered (Minimum 2 years)	GC §34090
Crime Reports: Weapons, Lost / Stolen Property (Serialized or Property Entered into NCIC)	Until Recovered (Minimum 2 years)	GC §34090

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**CLAYTON POL. DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Crime Reports: Evidence Report	Same as Criminal Report Retention	Takes retention period for the criminal report which applies. Statute of Limitations is 1 year for property seized by officers; CCP §340(d); GC §34090
Criminal Offender Record Information Requests	Current + 3 years	PC §11078; 11 CCR 707(c) – Records of release of criminal offender record information to other agencies
Daily Activity Reports, Logs	Current + 2 years	GC §34090
Department of Justice (DOJ) Validation Lists	Current + 2 years	Information received by DOJ; GC §34090
Dispatch cards	Current + 2 years	GC §34090
False Alarm Tracking Reports	Current + 2 years	Records for billing False Alarm fees; GC §34090
Field interview cards	Current + 2 years	GC §34090
Grant Administration Records	Current + 2 years	GC §34090
Grievances	Final disposition of complaint + 2 years	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; GC §§12946, 34090
Guns: Dealers Record of Sale	2 years	PC §26705; GC 34090 (State Guidelines recommends 6 years retention)
Incident Reports: Non-Criminal, Civil Problems, Letters Received, Injured Person/ Overdose / Attempted Suicide (NOT Resulting in Death)	2 years	Also see Crime Reports; GC §34090
Incident Reports: Found Property/Safekeeping Reports	Current + 3 years	If artifact over \$10,000, artifact is permanent – Statute of Limitations is up to 3 years (recovery from seized property by police is 1 year); CCP §338(c), 340(d), 341(a); GC §34090
Incident Report: 5150 WIC (With 72 Hour Holds)	Current + 2 years	GC §34090

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Internal Investigations --- Disciplinary matters; Citizen complaints (any other type of investigation into officers or employees conduct)	Final Disposition + 5 years	All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct; For citizen complaints against police personnel, retention is 5 years; EVC §1045; GC §§12946, 34090, PC §§801.5, 803(c), 832.5
Internal Investigations: Officer- Involved Shootings / Shooting Review	Final Disposition + 25 years	Consistent with IA and Statewide Guidelines; GC §34090
Marked & Unmarked Vehicle (DMV) Files	Current + 2 years	GC §34090
Misc. Reports – Non-criminal	Current + 2 years	GC §34090
Misc. Reports: Polygraph-VSA, Rape Exam, Children's, Assessment Center, Blood Toxicology, Crime Lab, CAL-ID	Same as Crime Report Retention	Follow retention period for the related crime report
Neighborhood Watch Program	Current + 2 years	GC §34090; Records of NW meetings, home security checks, etc.
Operational Plans	Current + 2 years	GC §34090
Parking --- RV Permits	Current + 2 years	Temporary parking permits issued by Police Dept. for RVs; GC §34090

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Parking Tickets (Citations)	Current + 2 years	GC §34090
Patrol Notices	Current + 2 years	GC § 34090
Pawn Slips/Secondhand Dealer Transaction Records	2 years	Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090
Permits Issued by Police (i.e., Dance, Entertainment, Pawn, Secondhand Dealer, Massage, Security Guard)	Expiration + 2 years	GC §34090
Property & Evidence Management Files, Property Tags, Disposition	Subject to Retention Period of Crime Report	Follow retention period for the related crime/arrest report. GC §34090
Property Registration: Abandoned Property, Rental Housing Inspection	Expiration + 2 years	GC §34090
Published Policies & Procedures, Administrative Directives	Current + 2 years	State law requires minimum 2 year retention; GC §34090
Reports: Missing Person & Runaway (Returned/Case Cleared)	Current + 3 years	Also see Crime Reports; GC §34090
Reports: Missing Person & Runaway (Unresolved)	Indefinitely, Until Located	Department Preference; Also see Crime Reports; GC §34090
Reports: Vehicles Stored or Impounded with Traffic Citation Only, VITEP or 30-Day (except Criminal Reports or Arrest)	2 years	Vehicle Code requires only 1 year from commencement of storage for tow yard operators - VC §10650(c); GC §34090
Reports: Vehicles Stored or Impounded, VITEP or 30-Day (with Crime Report or Arrest Report)	(Crime/Arrest Report Retention)	Follow retention period for the related crime/arrest report. Vehicle Code requires only 1 year from commencement of storage for tow yard operators - VC §10650(c); GC §34090

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Recordings: Dispatch Radio- 911 Phone Audio	100 days	City-wide retention policy; GC §§34090, 34090.6 (phone recordings – 100 days retention)
Recordings: Station Surveillance Video	1 year	City-wide retention policy; GC §§34090, 34090.6 (routine monitoring – 1 year retention)
Recordings: Station Business Phone Audio	100 days	City-wide retention policy; GC §§34090, 34090.6 (phone recordings – 100 days retention)
Recordings: Officer Belt Audio	100 days	City-wide retention policy; GC §§34090, 34090.6
Recordings: Officer Worn Video	1 year	City-wide retention policy; GC §§34090, 34090.6
Recordings: Patrol Unit Video	1 year	City-wide retention policy; GC §§34090, 34090.6
Recordings: TASER Video (weapons attached video)	1 year	City-wide retention policy; GC §§34090, 34090.6
Recordings: Community Surveillance Video	1 year	City-wide retention policy; GC §§34090, 34090.6
Registrants: HS11590 Controlled Substances	5 years	GC §34090, H&S §11594
Registrants: PC 290 Sex Offender Registration	Until Registrant is deceased	DOJ guidelines: registrant is deceased or records are sealed pursuant to W&I §781 (for juvenile registrant)
Registrants: PC 457.1 Arson Registration	Current + 5 years (adults); until age 25 for juveniles	Adult offenders must register for 5 years; juvenile offenders must register until age 25 or the records are sealed per W&I §781
Search Warrants	[See Comments]	GC §68152(13) [Court Records Retention] Check retention period for underlying case records; Capital felony (death sentence) – permanent retention; For other cases, retain for same retention period as underlying case; If there is no underlying case, retain for 5 years from date of issue
Speedometer Calibration Files	Current + 2 years	GC §34090

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**CLAYTON POLICE DEPARTMENT  
RECORDS RETENTION SCHEDULE**

Record Description/Title	Minimum Legal Retention	Comments/References/Legal Authority
Suspect Fingerprinting	Current + 2 years	Transmitted to DOJ; GC §34090
Training Courses: Firearms and Field	Termination + 3 years	EEOC/FLSA/ADEA (Age) requires 3 years retention for records re: promotion, demotion, transfer, selection or discharge; State Law requires 2 –3 years; 29 CFR 1627.3(b)(ii), GC §§12946, 34090
Unclaimed Property Auction Records	Final sale/disposition + 2 years	GC §34090; May include records related to www.propertyroom.com
Use of Force Reports, TASER use reports	Final disposition + 5 years	Statute of Limitations is 4 years for misconduct; For citizen complaints against police personnel, retention is 5 years
Vacation House Watch Program	Current + 2 years	GC §34090; Request forms, correspondence, etc.
Volunteers in Police Services (VIPS)	Current + 2 years	VIPS applications, correspondence, etc.; GC §34090
Work Schedules, Shift Assignments	2 years	EEOC's basic requirement is 1 year after action; Bureau of National Affairs recommends 2 years for work schedules; Time sheets are required for 2 years; 29 CFR 516.6(1), 29 CFR 1602.14; GC §34090

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Agenda Date: 4-05-2016

Agenda Item: 3g



# STAFF REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR *MAG***

**DATE: APRIL 5, 2016**

**SUBJECT: ADDENDUM NO. 2 TO CONSULTING SERVICES AGREEMENT WITH RANEY PLANNING AND MANAGEMENT TO PREPARE THE ENVIRONMENTAL ANALYSIS FOR THE SILVER OAK ESTATES RESIDENTIAL DEVELOPMENT PROJECT (DP-01-10; MAP-01-10 & ENV-02-10)**

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## **RECOMMENDATION**

Staff recommends the City Council approve and authorize its City Manager to sign Addendum No. 2 to the existing Consulting Services Agreement with Raney Planning and Management, Inc. (Raney) for environmental consulting services. The addendum is to prepare an Environmental Impact Report (EIR) for the Silver Oak Estates residential development project. The cost of Addendum No. 2 to Raney's service agreement is \$86,715, which will be paid for by the project applicant (**Attachment 1**).

## **BACKGROUND**

On July 30, 2013, the City Council authorized the City Manager to enter into a Consulting Services Agreement with Raney Planning and Management, Inc. for environmental consulting services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) analysis of the Silver Oak Estates residential development project for a not to exceed contract amount of \$37,241 (**Attachment 2**).

On February 4, 2014, the City Council authorized the City Manager to sign Addendum No. 1 in order to continue with the preparation of the IS/MND, which required additional detailed analysis and work. The addendum totaled \$7,890 (**Attachment 3**).

The Silver Oak Estates residential development project proposes to develop the 13.96-acre Hurd Ranch property located between the northerly terminus of Lydia Lane and Oakhurst Drive in Clayton. The property is identified as 5701 Clayton Road (APN: 118-020-029). The development proposal includes seven (7) single-family homes, 28 single-family townhomes

and 24 single-family "Green Courts" townhomes located on approximately 5.37 acres, a neighborhood swimming pool and cabana on 0.59 acres, roadways on 2.10 acres and open space on 7.84 acres. The primary vehicular access is proposed from Oakhurst Drive, with a minor secondary access proposed only for the seven (7) single-family homes from Lydia Lane.

On October 8, 2013, the Planning Commission hosted a community information meeting on the Silver Oak Estates residential development project at which the project applicant presented the proposal to the Commission. Nearly 100 interested citizens attended. Notification of the informational presentation was mailed to all property owners within 1,000 feet of the project site. At this meeting the Commission received public comment from nearly 30 persons.

Raney has been diligently conducting the environmental analysis for the project in accordance with the original services agreement and Addendum No.1. The Silver Oak Estates project IS/MND was released for public comment on September 5, 2014 and during the comment period the City received a number of detailed comment letters regarding certain environmental aspects as well as the level of environmental analysis. Based on the breadth of comments, City staff and the applicant have agreed an Environmental Impact Report (EIR) is an appropriate environmental document for this project. The proposed addendum to the consulting services agreement with Raney is necessary to provide and pay for this additional work. Please see attached work scope proposal for more detail.

### **FISCAL IMPACT**

The cost of Addendum No. 2 to the Raney consulting service agreement is \$86,715, which will increase the total contract amount with Raney to \$131,846. The cost of this additional work as well as all of the previous environmental work that has been completed on this project is paid for by the project applicant.

The project applicant has already submitted a check deposit payment for the revised total amount of \$86,715.

### **ATTACHMENTS**

1. Raney's EIR Scope of Work Proposal, dated March 14, 2016 [23 pp.]
2. July 30, 2013, City Council Report (without attachments) [3 pp.]
3. February 4, 2014 City Council Report (without attachments) [2 pp.]



WWW.RANEYMANAGEMENT.COM

NORTHERN CALIFORNIA

1501 SPORTS DRIVE, SUITE A  
SACRAMENTO, CA 95834

TEL: 916.372.6100 • FAX: 916.419.6108

March 14, 2016

Ms. Mindy Gentry  
Community Development Director  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

**Re: Silver Oaks Estates EIR Scope of Work**

Dear Ms. Gentry:

On behalf of Raney Planning & Management, Inc. (Raney), I am pleased to submit the following scope of work for preparation of an Environmental Impact Report (EIR) for the proposed Silver Oaks Estates project (proposed project) in the City of Clayton, CA. The scope of work has been tailored based on our familiarity with the proposed project from preparing the 2014 Silver Oak Estates Initial Study as well as on interactive discussions with City staff and information provided to date for the proposed project. The scope of work may be further refined, as needed, in consultation with the City of Clayton.

**PROJECT UNDERSTANDING**

*Background*

Raney, under contract with the City of Clayton, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Silver Oak Estates project in September 2014. The Initial Study was circulated for public review for an extended comment period, starting on September 5, 2014 and ending on November 20, 2014, as directed by the Planning Commission. A substantial number of comments were received from the community. In response to public comment on the IS/MND, the applicant is in the process of determining whether to prepare an EIR for the proposed project, rather than continuing to process an IS/MND.

*Project Location/Existing Land Use*

The project is located along Concord Boulevard and Oakhurst Drive in Clayton, at the northern terminus of Lydia Lane. The project site is known as "Yolanda Ranch" and also "Hurd Ranch." The primary notable residence associated with the ranch site burned down in 2009. Several structures are still located on the site including single-family homes, barns, stables, and fences. An unimproved road currently winds its way through the site. The property is bordered to the north by Oakhurst Drive, to the south by Mount Diablo Creek, to the west by Mount Diablo Creek and Lydia Lane Park, and to the east by the Oakhurst Country Club golf course. Beyond Oakhurst Drive to the north and Mount Diablo Creek to the south, are existing single-family home developments. The property is approximately 14 acres and identified as 5701 Clayton Road (APN: 118-020-029).

### *Project Description*

The development proposal includes seven (7) single family homes, 28 town homes, and 24 “green courts” located on approximately 5.37 acres, a neighborhood swimming pool and cabana on 0.59 acres, roadways on 2.10 acres, and 7.84 acres of open space. The majority of this open space comprises the development setback from Mount Diablo Creek. Specifically, a 50-foot conservation area will separate the top-of-bank of Mount Diablo Creek from the edge of development associated with the Silver Oak Estates project. The northern/eastern limits of the conservation area will be fenced, approximately four-feet in height, to protect the conservation area. Vehicular access to the project would be from Oakhurst Boulevard and Lydia Lane. The proposed project is consistent with the current Single Family Medium Density (MD) General Plan designation and Planned Development (PD) zoning designation. **Based upon discussions with the project team, Raney has assumed that, for purposes of this scope of work, the project description/design will not be changing from that which was previously evaluated in the 2014 IS/MND.**

### **APPROACH**

Raney proposes to prepare an EIR that will provide a project-level analysis of the anticipated environmental effects associated with build-out of the proposed project. The Draft EIR, Final EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of the City of Clayton. Based upon known issues of concern and the public comments received on the 2014 IS/MND, Raney proposes to include the following technical chapters in the EIR: aesthetics; air quality and greenhouse gas emissions; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; noise; public services; and transportation and circulation.

The remaining issue areas will be evaluated and appropriately dismissed in the Initial Study, which will be included as an Appendix to the EIR. Raney will amend the existing Initial Study text to identify which topic areas will be analyzed in the EIR. Raney will work closely with City staff in the preparation of the environmental documents and determination of appropriate findings and mitigation measures. The EIR will provide a discussion of the impacts related to implementation of the proposed project. Raney will rely on existing information prepared for the 2014 Silver Oak Estates Initial Study to the greatest extent feasible. The following technical reports were previously prepared for the proposed project in support of the Initial Study by the applicant and/or Raney:

#### *Applicant Prepared Reports*

- Revised Biological Resource Analysis (August 15, 2014), prepared by Monk & Associates;
- East Contra Costa County HCP Planning Survey Report, prepared by Monk & Associates (approved by East Contra Costa County Habitat Conservancy December 16, 2014)
- Phase One Environmental Site Assessment (September 16, 2013), prepared by ENGEIO Incorporated;
- Geotechnical Report Update (August 26, 2013), prepared by ENGEIO Incorporated; and
- Stormwater Control Plan (January 16, 2013), prepared by dk Consulting.

*Reports Prepared Under Contract with Raney:*

- Photo simulations prepared by VIZf/x;
- Cultural Resources Survey (August 27, 2013), prepared by Tom Origer & Associates;
- Environmental Noise Assessment (September 24, 2013), prepared by Bollard Acoustical Consultants, Inc.; and
- Transportation Impact Analysis (October 29, 2013), prepared by Abrams Associates.

Notwithstanding the fact that the majority of technical information needed to prepare the EIR already exists, the following additional information/reporting will be needed given the passage of time since the release of the 2014 IS/MND, and in order to address public comments. It is noted that the applicant has recently submitted a Supplemental Geotechnical Report (December 7, 2015) that will be used to supplement the geologic analysis already performed for the project site by ENGE0 and presented in the 2014 IS/MND.

*Additional Reports/Information Needed for EIR (responsible parties are shown in parentheses)*

- Vegetation and Fuels Management Plan per Mitigation Measure 28 of the IS/MND (applicant to provide);
- Tree Replacement Plan per Mitigation Measure 11 of the IS/MND (applicant to provide);
- Updated Phase I ESA Technical Memo/Phase II ESA (applicant to provide);

With respect to the requested Phase I ESA Technical Memo/Phase II, Raney will need the following information:

- Detailed information about the underground storage tank (UST) that has been removed from the project site since the release of the 2014 IS/MND. The Supplemental Geotechnical Report recently submitted by the applicant makes reference to the removal of this UST, but Raney has not received any information regarding the UST removal. Mitigation Measure 24 of the 2014 IS/MND required the applicant to conduct a Phase II ESA for the UST, including soil and groundwater sampling to determine if soil and/or groundwater has been impacted by the UST. The updated Phase I ESA Technical Memo should include results of said sampling; and
  - Clarification whether the 550-gallon aboveground storage tank (AST) and 25-gallon AST, referenced in the Phase I ESA and Mitigation Measure 24 of the IS/MND, are still located on-site;
  - Clarification as to the number of wells on-site; and
  - Soil samples or other conclusive data confirming the presence/absence of organochlorine pesticides as a result of historic orchard uses on-site. It is recommended that the soil samples also test for heavy metals.
- Updated Vesting Tentative Map and any other updated project exhibits, as referenced on page 1 of the Supplemental Geotechnical Report (applicant to provide);
  - Updated AQ Construction Questionnaire, confirming construction assumptions, including daily grading extent; whether soil will be off-hauled, etc. (applicant to provide);

- Subsequent details regarding Stormwater Control Plan assumptions (applicant to provide)<sup>1</sup>;
- Calculations demonstrating sufficient capacity within the existing 18-inch storm drain pipe (applicant to provide);
- Project Trip Generation Analysis (Abrams Associates to provide); and
- Updated air quality and greenhouse gas emissions modeling (Raney to provide)

Raney assumes that any additional project information needed to facilitate the environmental review of the project will be provided by the City and/or the applicant team.

Raney intends to work closely with the City of Clayton and the project team throughout the development and processing of the EIR. Raney will remain objective and rely on the City to make the ultimate determination on the conclusions and mitigation measures. The expectation of Raney is that we will serve as environmental consultants to the City and will make ourselves available to assist the City to facilitate the process.

## **TECHNICAL SCOPE OF SERVICES**

The following scope of services identifies the key tasks and deliverables for preparation of the Silver Oak Estates EIR. Each task includes an objective, approach, and associated work products.

### **TASK 1: PROJECT INITIATION**

#### *Objective*

The objective of this task is to conduct a kick-off meeting for the EIR effort with representatives from the City of Clayton and the project team. The kick-off meeting is intended to discuss and gather any new project information, and if necessary, refine the EIR scope of work.

#### *Approach*

Senior Vice President, Cindy Gnos, AICP, and Vice President, Nick Pappani, will attend a kick-off meeting for the EIR effort with City staff and the project team for the purposes of reviewing the scope of work for the environmental analysis and obtaining complete copies of all pertinent City documents and mapping, as well as any new project materials and updated technical studies. Raney will review the project scope and schedule and any necessary refinements will be discussed immediately with the applicant team. Following the kick-off meeting, Raney will conduct a second site visit to verify current site conditions.

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<sup>1</sup> For example, How were the clay soils accounted for in the bioretention facility and self-treatment area designs? Are bioretention facilities allowed within the HCP conservation easement?

### *Work Products*

- Project Initiation Kick-Off Meeting for the EIR and Site Visit.
- Obtain and review project information.
- Refined Scope of Work, Schedule, and Budget, as necessary.

## **TASK 2: INITIAL STUDY**

### *Objective*

The objective of this task is to 1) recover out-of-scope costs associated with work on preparing the Public Review Draft of the 2014 IS/MND, and 2) amend the 2014 Initial Study so that it is consistent with the scope of the EIR.

### *Approach*

#### **TASK 2.1 RECOVER OUT OF SCOPE COSTS FOR 2014 PUBLIC REVIEW DRAFT IS/MND**

### *Objective*

The objective of this task is to recover the out of scope costs that were incurred in relation to the preparation of the Public Review Draft IS for the 2014 Silver Oaks Estates project.

### *Approach*

Raney had discussed the need for a contract amendment with former Community Development Director, Charlie Mullen, who directed Raney to hold off on submitting a second contract amendment until the decision was made as to whether the applicant would like to pursue preparation of an EIR, or stay the course with an IS/MND. As a result, the out-of-scope costs that Raney incurred during preparation of the Public Review Draft IS/MND have never been addressed.

These unanticipated costs are associated with several factors, including but not limited to:

- receipt of a Revised Biological Resources Assessment and Planning Survey Report, requiring Raney to make several unanticipated edits to the extensive discussion and mitigation measures in the Biological Resources section of the IS/MND;
- Coordination with CCCFPD regarding weed abatement and fuel management standards and status of fire station closures;
- Extensive coordination with planning and engineering staff to discuss and determine approach to City Attorney comments on administrative and screencheck drafts of IS/MND; and
- Extensive coordination with consultant team to address staff edits (e.g., Abrams Associates, Monk & Associates, dk Consulting, ENGE0, Origer & Associates).

#### **TASK 2.2 AMEND INITIAL STUDY**

### *Objective*

The objective of this task is to amend the Initial Study to analyze fully only those CEQA topics that are not going to be studied in the EIR.

### *Approach*

Raney will amend the 2014 Silver Oak Estates Initial Study to focus the content of the Draft EIR onto the technical issues that may have significant impacts. In other words, the IS sections for which a corresponding EIR chapter will be prepared will be revised so that only a basic discussion will be provided after which the reader will be referred to the EIR for detailed analysis. Raney anticipates that the environmental issues to be fully evaluated, and thus, dismissed in the Initial Study may include, but not be limited to, agriculture and forestry resources; land use and planning; mineral resources; population and housing; recreation, and utilities and service systems. Raney will submit a Revised Initial Study to the City for review as part of the Administrative Draft EIR submittal. Once comments on the Revised Initial Study have been received and incorporated, a Screencheck Revised Initial Study will be submitted to the City for Final review before printing the final Initial Study, which will be provided to the public as an Appendix to the EIR.

### *Work Products*

- One (1) electronic copy, in Word format, of the Revised Initial Study.
- One (1) electronic copy, in Word format, of the Screencheck Revised Initial Study.
- One (1) electronic copy, in PDF format, of the Final Revised Initial Study.

## **TASK 3: PREPARE NOTICE OF PREPARATION**

### *Objective*

The objective of this task is to prepare and distribute the Notice of Preparation (NOP) for public review.

### *Approach*

Raney will prepare an Administrative Draft NOP for the proposed project for review by City staff. The NOP will be finalized based upon City comments. Consistent with the requirements of CEQA, the NOP will include a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project.

Raney will submit one digital copy of the finalized NOP to City staff. Raney assumes that the City will publish, post, and distribute the NOP; however, Raney will be available to assist the City as necessary upon request. In addition, Raney will deliver fifteen (15) copies of the NOP with a Notice of Completion to the State Clearinghouse.

During the 30-day NOP public review period, Raney will attend one (1) public scoping meeting to solicit the public's input on the content of the EIR. Raney will work closely with City staff in determining the format for the NOP Scoping meeting in order to ensure that the public is provided opportunity to comment on the project in an organized, non-confrontational manner. Raney anticipates that the NOP Scoping meeting will be conducted in an open house format in order for the community to gain an understanding of the various aspects of the project and to solicit public comments. Written comment forms will also be provided, and together with verbal comments, will become part of the administrative record. Raney will be available to assist the City in any way necessary, including conducting the meeting. At the conclusion of the NOP comment period, Raney will review the comments received, incorporate any comments into the EIR, and consult with the

City of Clayton, as needed. Raney assumes that the scope of services for the EIR will not need to be amended.

*Work Products:*

- One (1) electronic copy, in Word and PDF format, of the Administrative Draft NOP to the City of Clayton for review.
- One (1) electronic copy, in Word and PDF format, of the Final NOP to the City of Clayton for distribution.
- Fifteen (15) copies of the NOP and Notice of Completion to the State Clearinghouse.
- Facilitation and attendance at one (1) public scoping meeting.

**TASK 4: PREPARE ADMINISTRATIVE DRAFT EIR**

*Objective*

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the proposed project.

*Approach*

Raney will prepare the Administrative Draft EIR in accordance with CEQA. The Administrative Draft EIR will include all statutory sections required by CEQA Sections 15120-15132, including an executive summary, introduction and project description, setting, assessment of environmental impacts, identification of required mitigation measures for each of the environmental issues, and a complete list of the authors responsible for the environmental analysis..

Raney proposes to prepare an EIR that will provide a project-level analysis to evaluate the potential environmental effects associated with build-out of the proposed project. The main purpose of the EIR will be to provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project. The report will be accurate and free of jargon so that the information it contains is readable and easy to use by the decision-makers as well as the public. Comments on the Notice of Preparation will be reviewed and incorporated, as appropriate. The Administrative Draft EIR will be reviewed with City staff for adequacy and accuracy.

The EIR will include the following sections:

**TASK 4.1 INTRODUCTION AND EXECUTIVE SUMMARY**

*Introduction Chapter*

The introduction will cite the provisions of CEQA to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

*Executive Summary Chapter*

The EIR will also include an Executive Summary chapter, the primary content of which will be a summary table, consisting of a matrix of impacts and mitigation measures, with levels of significance

of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project. This chapter will also include a summary of the project alternatives.

#### **TASK 4.2: PROJECT DESCRIPTION**

##### *Objective*

The objective of this task is to prepare a draft project description in consultation with City staff and the project applicant.

##### *Approach*

Based on our extensive CEQA experience, we have found that completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents. Given that Raney worked with the City and the project team to develop a detailed project description for the 2014 Silver Oak Estates Initial Study, Raney anticipates that preparing the project description for the EIR will be a fairly succinct process.

Raney will rely on the previously prepared Initial Study project description and up-to-date information provided by the City and the applicant team to prepare a summary of the characteristics of the proposed project. The Project Description will detail the project location, background, and history of the project (including past ownership and land uses), intended uses, discretionary actions, characteristics, important project features, goals and objectives, phasing, agreements, permits and approvals that are required for the project based on available information, and a list of responsible agencies that are anticipated to rely on the EIR for decision-making. This chapter will include a summary of the regional and local environmental setting for the Silver Oaks Estates project, as well as a description of on- and off-site infrastructure necessary to serve the project. The project description will also include regional and project location maps.

#### **TASK 4.3 ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES**

The environmental analysis for the proposed project will focus on the following areas: aesthetics; air quality and greenhouse gas emissions; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; noise; public services; and transportation and circulation; growth inducing impacts; cumulative impacts; and significant unavoidable impacts. Project alternatives and other statutorily required sections will also be included.

Information will be drawn from the 2014 Silver Oak Estates Initial Study to the greatest extent feasible, as well as the City of Clayton General Plan and General Plan EIR, project-specific information to be provided by the applicant, and any other pertinent information for the project area. Raney proposes to include the following chapters in the Silver Oak Estates EIR:

a) **Aesthetics**

The Aesthetics chapter will summarize existing regional and project area aesthetics and visual setting. The analysis will describe project-specific aesthetics issues regarding buildout of the project area such as scenic vistas, trees, historic buildings, existing visual character or quality of the study area, as well as light and glare. The analysis will include impacts to views of Mount Diablo and associated foothills from routes along Concord Boulevard and Oakhurst Drive. In addition, this chapter will address the consistency of the project design and landscaping, including removal of on-site trees, with the surrounding visual character. Raney will further review the project design for consistency with the City of Clayton's Community Design Element. Raney will also rely on the Visual Simulations, previously prepared by VIZf/x for 2014 Silver Oak Estates Initial Study, under contract with Raney. Raney will internally review the photo simulations to ensure that all CEQA issues have been adequately and accurately addressed. Raney assumes that new photo simulations will not need to be prepared for the EIR analysis.

b) **Air Quality and Greenhouse Gas (GHG) Emissions**

The air quality & GHG chapter will be based upon information from the 2014 Silver Oak Estates Initial Study and an updated air quality and GHG impact analysis prepared in-house by Raney, utilizing the latest version of the industry-standard CalEEMod software program and following the Bay Area Air Quality Management District's (BAAQMD) CEQA Guidelines. Raney will utilize trip generation data provided by Abrams Associates, under contract with Raney, for model inputs. The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, and PM10) for the proposed project.

The significance of air quality impacts will be determined in comparison to BAAQMD recommended significance thresholds. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

*Greenhouse Gas Emissions (GHG)*

Raney will work closely with the City and BAAQMD throughout the preparation of the GHG section and will follow the District's recommended guidance. Raney will utilize the CalEEMod software package to produce an updated estimate of GHG emissions for the project, including indirect emissions (e.g., electricity, natural gas). Emissions will be expressed in units of carbon dioxide equivalents. Raney will discuss emissions in comparison to BAAQMD-recommended thresholds of significance.

c) **Biological Resources**

The Biological Resources chapter will include a description of the potential effects to plant communities, wildlife, and waters of the U.S., including adverse effects on rare, endangered, candidate, sensitive, special-status species and any other unique biotic resource known to occur within the vicinity of the site. The analysis will address potential impacts to Mount Diablo Creek to the south of the project site as well as existing oak and riparian woodlands,

including protected on-site trees. In addition, Raney will evaluate the potential impacts to special-status plant and animal species, relying on information from the East Contra Costa County HCP/NCCP Planning Survey Report and Revised Biological Resources Analysis, both of which were prepared for the proposed project by Monk & Associates, under contract with the applicant. In addition, Raney will rely on a Tree Replacement Plan to be provided by the applicant. Raney assumes that the report preparers may be contacted directly should additional information and/or clarification be required.

**d) Cultural Resources**

The Cultural Resources chapter will describe the potential effects to historical and archaeological resources, including the historical Yolanda Estate. The analysis will be based upon the findings of a Cultural Resources Survey, prepared by Tom Origer & Associates (Origer), under contract with Raney in August 2013. Raney assumes that an updated cultural resources survey will not be required for the EIR analysis.

**e) Geology and Soils**

The Geology and Soils chapter of the EIR will summarize the setting and describe the potential effects from soil erosion, earthquakes, liquefaction, and expansive soils, as well as identify any unique geological features within the project area. Raney will rely on information from the Geotechnical Report Update (March 28, 2012), and the Supplemental Geotechnical Exploration Report (December 7, 2015), prepared by ENGEIO Incorporated under contract with the applicant. Raney will internally review the applicant-prepared reports to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analyses into the geology and soils chapter of the EIR. Raney assumes that the report preparers may be contacted directly should additional information and/or clarification be required.

**f) Hazards and Hazardous Materials**

The Hazards and Hazardous Materials chapter of the EIR will summarize the setting and describe any potential for existing or possible hazardous materials within the project area. For this chapter, Raney has requested an updated Phase I ESA Technical Memo/Phase II ESA to confirm the presence/absence of organochlorine pesticides and heavy metals, provide sampling data associated with the UST removal, as well as identify the status of current site conditions. Raney will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed. Specifically, for the wildland fire discussion, Raney will rely upon the vegetation and fuels management plan to be provided by the applicant team, as discussed in the Approach section of this scope of work.

**g) Hydrology and Water Quality**

The Hydrology & Water Quality chapter will summarize setting information and identify potential impacts on storm water drainage, flooding, groundwater, and water quality. Raney will rely on information from the existing and/or updated Stormwater Control Plan (January 16, 2013) prepared by dk Consulting under contract with the applicant. As discussed in the Approach section of this scope of work, additional details regarding the project Stormwater Control Plan and existing 18-inch storm drain pipe capacity will need to be provided to

Raney for inclusion in the Hydrology and Water Quality chapter. Raney will incorporate the results of the analyses into the hydrology and water quality chapter of the EIR.

**h) Noise**

The Noise chapter of the EIR will be based on the Environmental Noise Assessment, previously prepared by Bollard Acoustical Consultants, Inc. (BAC) for the 2014 Silver Oak Estates Initial Study, under contract with Raney. The noise chapter will evaluate potential impacts to nearby sensitive receptors due to the proposed project, including short-term construction noise and vibration, traffic noise, and on-site noise sources associated the proposed land uses. Raney will internally review the Environmental Noise Assessment and incorporate the results of the analysis into the EIR discussion. Raney assumes that an updated noise analysis will not be required for preparation of the EIR.

**i) Public Services**

The Public Services chapter will summarize setting information and identify potential new demand for services, including fire, police, schools, parks, and recreation. Raney will consult with the appropriate City and other agencies (CCCFPD, School District, etc.), as needed, to address public services and obtain the most up-to-date information.

**j) Transportation and Circulation**

The transportation and circulation analysis will be based on the existing Transportation Impact Analysis, prepared in October 2013 for the Silver Oak Estates IS/MND, as well as additional analysis related to trip generation estimates (please see *Appendix A* for a complete scope). As part of this additional analysis, Abrams Associates will perform updated trip counts for AM and PM peak hour traffic within the Rachel Ranch Subdivision to verify the single family trip generation forecast for the proposed project. Traffic counts will also be conducted at the Kirker Pass Road / Concord Boulevard intersection. Maximum queues will be measured on the northbound left turn movement from Concord Boulevard onto westbound Kirker Pass Road. The information gathered will be used to verify the traffic volumes used in the previous TIA remain valid. In addition, Abrams Associates will perform a detailed field review of sight distance at the proposed project access on Oakhurst Drive for adequacy and make recommendations for improvement, as needed. Abrams Associates will prepare a written report, summarizing their findings and methodologies. Raney will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the transportation and circulation chapter of the EIR.

Each of the technical chapters will include an introduction, environmental setting, regulatory setting, method of analysis, and standards of significance. The method and criteria used for determining the adverse impacts will be clearly and explicitly described, including any assumptions, models, or modeling techniques used in the analysis. The determination of impacts will be based on (a) thresholds of significance drawn from standards used in similar EIRs in the region and (b) from the technical analyses prepared for the proposed project, and will be refined in consultation with City staff. For each significant impact, feasible mitigation measures, if available, will be identified and the level of significance after mitigation will be stated. Mitigation measures will identify the timing

of the mitigation and the entities responsible for implementation. Cumulative impacts and mitigation measures will also be addressed and will include the impact, mitigation, and level of significance after mitigation. Each impact in the EIR will be numbered, as will the corresponding mitigation measures. Cross-references will be provided where necessary and the effectiveness and feasibility of mitigation measures will be discussed.

#### **TASK 4.4 STATUTORILY REQUIRED SECTIONS**

The Statutorily Required Sections chapter of the EIR will summarize significant and unavoidable, significant irreversible, growth-inducing, and cumulative impacts in accordance with CEQA Guidelines Section 15126.2. The chapter will summarize the cumulative impacts that will be contained in each technical section and will be qualitative in nature.

#### **TASK 4.5 ALTERNATIVES ANALYSIS**

The EIR will include an Alternatives analysis. The alternatives chapter will evaluate, at a minimum, three alternatives, including the No Project Alternative. Alternatives will be selected when more information related to project impacts is available so the alternatives can be designed to reduce significant project impacts. Any additional alternatives shall be developed in consultation with the City of Clayton staff and the applicant team during preparation of the Administrative Draft EIR to respond to identified significant impacts. Raney requests that the applicant team provide conceptual site plans for two alternatives to facilitate a meaningful discussion of the alternatives. The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the three alternatives will also be included.

#### *Work Products:*

- One (1) hard copy and one (1) electronic copy, in Word and PDF format, of the Administrative Draft EIR to the City of Clayton.

#### **TASK 5 PREPARE SCREENCHECK DRAFT EIR**

##### *Objective*

The objective of this task is to edit the Administrative Draft EIR based on the comments received from the City of Clayton and to submit a Screencheck Draft EIR to the City.

##### *Approach*

After City staff has reviewed the Administrative Draft EIR, Raney will attend one working meeting with City staff, as necessary, to discuss City comments on the Administrative Draft EIR. Raney will also be available for conference calls, as needed, to discuss City edits.

Raney will respond to one consolidated set of City comments on the Administrative Draft EIR and incorporate City comments in the form of a Screencheck Draft EIR. If desired, Raney will provide the comments in a “strike-through – underline” format to assist with the final check of the document.

*Work Products:*

- One (1) working meeting with City staff to discuss comments on the Administrative Draft EIR and conference calls, as needed.
- One (1) hard copy and one (1) electronic copy of the Screencheck Draft EIR to the City of Clayton.

## **TASK 6      PREPARE DRAFT EIR**

*Objective*

The objective of this task is to edit the Screencheck Draft EIR based on the comments received from the City on the Screencheck and to distribute and process the Draft EIR for public review.

*Approach*

Raney will respond to additional comments from the City on the Screencheck Draft EIR (anticipated to only require editorial or other “non-substantive” changes) and will prepare the document for the required 45-day public review period. Raney assumes the City will distribute the Draft EIR in accordance with CEQA requirements. Raney will prepare the Notice of Availability (NOA) of the Draft EIR for the City to publish and post in accordance with CEQA. Raney will prepare the Notice of Completion (NOC) and deliver, along with 15 copies of the DEIR, to the State Clearinghouse.

Raney will attend up to one (1) public hearing during the public review period, a minimum of 45 days, to receive comments on the Draft EIR. Raney will provide a court reporter and written comment forms to gather public comments at the hearing. Raney assumes that the City will prepare and distribute the necessary noticing and staff reports; however, Raney will be available to assist the City as necessary.

*Work Products:*

- Five (5) hard copies and one (1) electronic copy of the Draft EIR (including Appendices), in PDF format, to the City of Clayton.
- Notice of Availability preparation.
- Notice of Completion and fifteen (15) copies of the Draft EIR delivered to the State Clearinghouse.
- Attendance at one (1) public hearing to record comments on the Draft EIR.

## **TASK 7      PREPARE ADMINISTRATIVE FINAL EIR**

*Objective*

The objective of this task is to prepare an Administrative Final EIR containing written responses to all comments received during the public review period for the Draft EIR.

### *Approach*

After the public comment period for the Draft EIR has closed, Raney will meet with City staff to review all comments received and determine the appropriate written responses to the comments on the Draft EIR received during the public review period. These comments and responses will be compiled into an Administrative Final EIR for review by the City of Clayton. The EIR will include a list of persons, organizations, and agencies commenting on the EIR. Raney does not anticipate that these comments will raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. The budget included in this scope of work assumes written responses to up to 150 individually bracketed comments. Should additional budget be needed to respond to additional comment letters, Raney will initiate discussions immediately with City staff to conduct this extra work. The Administrative Final EIR will consist of comments on the Draft EIR and responses to all comments on the Draft EIR. Changes in the Draft EIR text necessitated by the comments will also be provided and summarized in an errata chapter.

### *Work Products:*

- One (1) meeting with City staff to review comments on the Draft EIR and discuss approach.
- One (1) hard copy and one (1) electronic copy, in Word and PDF format, of the Administrative Final EIR to the City of Clayton.

## **TASK 8      PREPARE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)**

### *Objective*

The objective of this task is to prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the standard City of Clayton format.

### *Approach*

To comply with Public Resources Code Section 21081.6, Raney will prepare an MMRP for adoption by the City of Clayton. The MMRP will include policies and actions identified in the EIR, including methods of implementation. The MMRP will be provided to the City with the Administrative Final EIR, thereby, allowing the City to provide comments, which would subsequently be incorporated into the MMRP in the Final EIR.

### *Work Products:*

- One (1) hard copy and one (1) electronic copy, in Word and PDF format, of the MMRP to the City of Clayton with the Administrative Final EIR.

## **TASK 9      PREPARE SCREENCHECK FINAL EIR**

### *Objective*

The objective of this task is to edit the Administrative Final EIR based on the comments received from the City on the Administrative Final and to submit a Screencheck Final EIR to the City.

### *Approach*

Raney will meet with the City of Clayton and the project team to discuss revisions to the Administrative Final EIR. Upon receiving comments on the Administrative Final EIR, Raney will revise the Administrative Final EIR document and submit a Screencheck Final EIR to the City.

### *Work Products:*

- One (1) meeting with City staff to discuss City comments and revisions to the Administrative Final EIR.
- One (1) electronic copy, in Word and PDF format, of the Screencheck FEIR to the City of Clayton.

## **TASK 10     PREPARE FINAL EIR**

### *Objective*

The objective of this task is to edit the Screencheck Final EIR based on the comments received from the City on the Screencheck and to submit a Final EIR to the City.

### *Approach*

Raney will respond to any additional comments from the City on the Screencheck Final EIR and prepare the Final EIR for distribution. The Final EIR will be distributed to agencies and persons making comments by Raney at least ten days prior to the EIR certification hearings. Raney anticipates that the City will prepare the required noticing; however, Raney will be available to assist the City as necessary. Should the project be approved, Raney will also prepare a Notice of Determination (NOD) for the City to file at the County Clerk Records Office and Raney to post at the State Clearinghouse.

### *Work Products:*

- Five (5) hard copies and one (1) electronic copy of the Final EIR to the City of Clayton, including Responses to Comments and MMRP.
- One (1) copy of the NOD to the City of Clayton.

## **TASK 11     PROJECT MANAGEMENT AND MEETINGS / HEARINGS**

### *Objective*

The objective of this task is to ensure close, extensive coordination and interaction with City staff, the project team, technical sub-consultants, and the public.

### *Approach*

Ms. Cindy Gnos, AICP, and Senior Vice President of Raney, will serve as the EIR Project Director and will be responsible for overseeing preparation of the EIR. Vice President, Nick Pappani, will serve as the EIR Project Manager. The EIR Project Manager is responsible for handling the day-to-day activities of the EIR preparation, coordinating with the City and the project team, and responding to staff inquiries about the EIR and the process. Ms. Gnos and Mr. Pappani will be assisted throughout the environmental review process by President Tim Raney, AICP, Division Manager / Air Quality Specialist Rod Stinson, and Associate staff. Raney anticipates regular phone and e-mail

communications with City staff, project stakeholders, and pertinent County, State, and local agencies throughout the processing and preparation of the EIR.

Raney will assist the City as needed throughout the processing of the EIR. In addition to the meetings and hearings outlined in the above tasks, Raney will attend a total of three (3) public hearings, which assumes two (2) public hearings before Planning Commission, and one (1) public hearing before the City Council, for approval of the project. Additional meetings and hearings could easily be accommodated and would be billed on a time-and-materials basis. Raney will prepare any necessary noticing and materials prior to the meetings, attend the meetings, make presentations, and answer questions and respond to comments as needed.

*Work Products:*

- Coordination, assistance, and project management throughout the process, including regular phone and e-mail communication with City staff and the project team.
- Attendance at two (2) public hearings before Planning Commission and one (1) public hearing before City Council.

## **OPTIONAL TASK      PREPARE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS**

*Objective*

The objective of this task is to prepare the required Findings of Fact and Statement of Overriding Considerations (FOF/SOC), if the latter is required.

*Approach*

Raney will prepare the FOF/SOC pursuant to CEQA, and will incorporate information regarding the project's environmental impacts disclosed in the EIR. In addition, the FOF/SOC will provide the appropriate language to dismiss the project alternatives not selected. Raney will also provide proposed language on the overriding considerations, if necessary, which describes the benefits of the project that would outweigh any adverse environmental effects, if any. Raney anticipates submitting the FOF/SOC in conjunction with the Screencheck Final EIR for review. Raney further anticipates that the City Attorney would review and provide feedback on the adequacy of the FOF/SOC.

*Work Products:*

- FOF/SOC provided in hard copy and electronic format at the time the Screencheck FEIR is submitted for review (number of copies to be determined).

## **SCHEDULE**

The below tentative schedule is based on experience preparing environmental documents for similar projects and can be lengthened or shortened based upon the needs of the City of Clayton. Raney has the resources and availability to meet this schedule, assuming that adequate information regarding the project is provided when requested. Other factors that could lengthen or shorten the schedule include dates of receipt of project information, length of reviews, requests for additional analyses or

**TENTATIVE SCHEDULE  
CLAYTON SILVER OAK ESTATES EIR**

<b>MILESTONES &amp; CRITICAL PATH</b>	<b>TIMING</b>	<b>ANTICIPATED DATE</b>
Notice To Proceed (NTP)	To Be Determined	April 1, 2016
Submit NOP for City Review	One (1) week from receipt of Notice to Proceed	Week of April 4, 2016
Receive edits on NOP	One (1) week*	April 11, 2016
Submit Final NOP to the City	Three (3) days	April 14, 2016
NOP Public Review Period (30 days)	Thirty (30) days	April 14, 2016 to May 13, 2016
NOP Public Scoping Meeting	To Be Determined <i>(during public review period)</i>	April / May 2016
Submit Administrative Draft EIR to City for Review	Thirty (30) days from close of NOP public review	June 13, 2016
Receipt of City Comments on Administrative Draft EIR	Two (2) weeks*	June 27, 2016
Submit Screencheck Draft EIR to City for Review	Two (2) weeks	July 11, 2016
Receipt of City Comments on Screencheck Draft EIR	One (1) week*	July 18, 2016
Public Review Period of Draft EIR (45 Days)**	Forty-five (45) days	July 21, 2016 to September 5, 2016
Submit Administrative Final EIR to City for Review	Three (3) weeks from close of Draft EIR Public Review Period	September 26, 2016
Receipt of City comments on Administrative Final EIR	Two (2) weeks*	October 10, 2016
Submit Screencheck Final EIR to City for Review	Two (2) weeks	October 24, 2016
Receipt of City comments on Screencheck Final EIR	One (1) week*	October 31, 2016
Public Review Period of Final EIR (10 Days)	Ten (10) days	November 2, 2016 to November 11, 2016
Planning Commission Hearing(s)	To Be Determined	November 2016

a more detailed level of analysis beyond that described in the above scope of work, and unanticipated issues arising from the applicant team, or the City.

*\*The above tentative schedule assumes that the City agrees to the requested review timeframes.*

*\*\*Assumes AB52 consultation with the tribes, if initiated, has either been completed or has progressed to where enough information is available to allow determination in the EIR.*

## COST ESTIMATE

The estimated cost for completion of the Silver Oaks Estates EIR, excluding the optional task for preparing the Findings of Fact and Statement of Overriding Considerations, is anticipated not to exceed \$86,715. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart on the following page. Costs for the EIR preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. The following assumptions were used in the calculations:

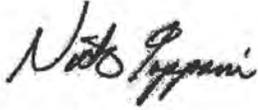
- Raney will attend meetings with the City staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings and hearings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Raney costs are based on the assumption that the existing data and information for the City of Clayton and the proposed project area are accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the environmental documents have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide to the City of Clayton and the project team the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying and printing is an estimate only and will be billed at actual cost.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional meetings and/or hearings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

**PROPOSED COST ESTIMATE  
SILVER OAK ESTATES EIR**

		Project Director	Project Manager / Air Quality Specialist	Senior Associate / Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation	4	6			\$ 1,580
Task 2	Initial Study					
2.1	Recover Costs for work on 2014 Public Review Draft IS*					\$ 6,075
2.2	Amend Initial Study		4	12		\$ 2,100
Task 3	Prepare NOP	1	8	2	8	\$ 2,420
Task 4	Prepare Administrative Draft EIR	4	8	4	12	\$ 3,580
	<b>Technical Sections</b>					
4.1	Introduction & Executive Summary	1	4		10	\$ 1,770
4.2	Project Description		2		4	\$ 700
4.3	Environmental Setting, Impacts, & Mitigation					
a	Aesthetics	1	2	4	8	\$ 1,770
b	Air Quality and Greenhouse Gas Emissions	1	2	6	6	\$ 1,820
	<i>Air Quality and GHG Technical Analysis</i>		6	20		\$ 3,400
c	Biological Resources	1	4	2	6	\$ 1,620
d	Cultural Resources	1	4	2	8	\$ 1,820
e	Geology and Soils	1	4	2	10	\$ 2,020
f	Hazards and Hazardous Materials	1	2	4	10	\$ 1,970
g	Hydrology and Water Quality	1	4	2	8	\$ 1,820
h	Noise	1	2	2	4	\$ 1,120
i	Public Services	1	2	4	8	\$ 1,770
j	Transportation and Circulation	1	4	2	10	\$ 2,020
	<b>Other Sections</b>					
4.4	Statutorily Required Sections	1	4		12	\$ 1,970
4.5	Alternatives Analysis	2	6	2	30	\$ 4,490
Task 5	Prepare Screencheck Draft EIR	1	6	2	12	\$ 2,520
Task 6	Prepare Draft EIR	1	4	2	8	\$ 1,820
Task 7	Prepare Administrative Final EIR	4	12	10	40	\$ 7,730
Task 8	Prepare MMRP	1	1		4	\$ 720
Task 9	Prepare Screencheck Final EIR	1	6	2	8	\$ 2,120
Task 10	Prepare Final EIR	1	2	2	8	\$ 1,520
Task 11	Project Management and Meetings/Hearing	10	60			\$ 10,700
	Total Hours	42	169	88	234	
	Hourly Rate	\$ 170	\$ 150	\$ 125	\$ 100	
	Total EIR Labor	\$ 7,140	\$ 25,350	\$ 11,000	\$ 23,400	\$ 66,890
	Sub-Consultant/Expenses					\$ 13,750
	Copying/Printing**				\$ 2,000	
	Misc (Travel/fax/phone)**				\$ 1,000	
	Sub-Consultant - Origer & Associates				\$ 700	
	Sub-Consultant - Traffic Analysis				\$ 8,000	
	Court Reporter (Scoping Meeting or DEIR Comment hearing)				\$ 800	
	10% Administrative Fee				\$ 1,250	
	<b>Total Budget</b>					<b>\$ 86,715</b>
	Optional Task: Prepare FOF and SOC					\$ 3,500
	*The cost for Task 2.1 is based on hourly billing rates from the 2013 Silver Oak Estates IS/MND contract and has been added into the Total Budget separately.					
	**Estimate Only, To Be Billed at Cost					

Thank you for the opportunity to submit our proposal for your consideration. We look forward to the continuing to work with you on the Silver Oaks Estates project. Please do not hesitate to contact me if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Nick Pappani". The signature is written in a cursive style with a large initial "N".

Nick Pappani  
Vice President  
Raney Planning & Management, Inc.

**Request for a Contract Amendment for  
Traffic Engineering Services  
for the  
Silver Oak Estates Project  
in the  
City of Clayton**

**March 9, 2016**

**Scope of Work**

Based on comments received on the project several areas would receive additional evaluation.

- 1) Trip generation counts of both the AM and PM peak hour traffic from 7:00 AM to 9:00 AM and from 4:00 to 6:00 PM would be conducted within the Rachel Ranch Subdivision on a court with 7 existing single family homes. This information will be used to verify the forecast trip generation of the project's proposed single family homes.
- 2) Traffic counts of both the AM and PM peak hour traffic from 7:00 AM to 9:00 AM and from 4:00 to 6:00 PM will be conducted at the Kirker Pass Road/Concord Boulevard intersection. The counts will also include observations/measurements of the maximum queues on the northbound left turn movement from Concord Boulevard onto westbound Kirker Pass Road. This information will also be used to verify the traffic volumes used in the previous traffic analysis are still valid.
- 3) A detailed field review of sight distance will be conducted at the proposed project access on Oakhurst Drive and recommendations will be made for any improvements required to provide adequate sight distance.
- 4) Abrams Associates will assist in the response to comments on any transportation related comments received on the draft EIR.
- 5) A principal from Abrams Associates will be available to attend up to three hearings are part of this work.

**Project Schedule and Budget** - Abrams Associates can begin work on this project immediately, and would work with you to meet your proposed schedule for the project. The budget for this work will be based on the actual hours and costs involved, using the billing rates for Abrams Associates staff shown on the attached fee schedule. We would request that you allow us a budget of \$8,000 to complete this work, respond to comments, and attend hearings as needed. The total amount of this agreement would not be exceeded without your consent and approval.

# FEE SCHEDULE

*Effective July 1, 2015*

This fee schedule indicates the billing rates for Abrams staff services for project related expenses. All invoices are due and payable within 30 days of the date of invoice.

## Billing Rates

<u>Category</u>	<u>Hourly Billing Rate</u>
Principal	\$210.00
Senior Traffic Engineer	\$160.00
Traffic Engineer	\$144.00
Transportation Planner	\$130.00
Graphics/Drafting	\$88.00
Technical/Clerical	\$54.00

The above hourly rates include all salary, fringe benefits, overhead and profit.

## Project Expenses

Project expenses include out-of-pocket, project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges and subcontractor services. Project expenses will be billed at cost plus 10% service and handling charges.

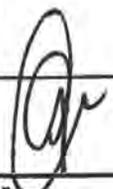
## Effective Dates

These billing rates supersede all prior billing rates. Billing rates will be subject to revision July 1, 2016.

## Service Charges

Invoices outstanding over 30 days will be assessed a 2% service charge for each 30 days beyond the initial payment period.



Approved:	
Gary A. Napper City Manager	

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CHARLIE MULLEN, COMMUNITY DEVELOPMENT DIRECTOR *CM*  
**DATE:** July 30, 2013  
**SUBJECT:** CONSULTING SERVICES AGREEMENT WITH RANEY PLANNING AND MANAGEMENT TO PREPARE ENVIRONMENTAL ANALYSIS OF THE SILVER OAK ESTATES RESIDENTIAL DEVELOPMENT PROJECT; DP-01-10; MAP-01-10 & ENV-02-10.

## RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a Consulting Services Agreement with Raney Planning and Management, Inc. for environmental consulting services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) analysis of the Silver Oak Estates residential development project. The cost of the Raney service proposal is \$33,855, plus a staff recommended 10% contingency of \$3,856 for a not to exceed contract amount of **\$37,241**. The entire contract amount of \$37,241 will be paid for by the project applicant.

## BACKGROUND

This past May 2013, the Silver Oak Estates residential development project application was deemed complete for processing. The following is a project summary:

A Development Plan and Subdivision proposal to develop the 13.96-acre Hurd Ranch property located between the northerly terminus of Lydia Lane and Oakhurst Drive in Clayton. The property is identified as 5701 Clayton Road (APN: 118-020-029). The development proposal includes seven (7) single-family homes, 28 town homes and 24 "Green Courts" located on approximately 5.37 acres, a neighborhood swimming pool and cabana on 0.59 acres, roadways on 2.10 acres and open space on 7.84 acres. Vehicular access is proposed from Oakhurst Boulevard and Lydia Lane.

On June 18, 2013, staff sent out Request For Proposals (RFP) to four professional environmental firms from our pre-approved professional environmental consultant list to

prepare a comprehensive environmental review in the form of an Initial Study/Mitigated Negative Declaration (IS/MND) or focused Environmental Impact Report (EIR) for the Silver Oaks Estates residential development project. On or before the RFP deadline of July 1, 2013 staff received proposals from all four firms (LSA Associates, Pacific Municipal Consultants, Raney Planning and Management and WRA Environmental Consultants).

In the past the City of Clayton would have most likely requested the preparation of an EIR, however, based on the approved 2006 East Contra Costa County Habitat Conservation Plan (HCP) and recent discussions with HCP staff, it appears that an EIR may not be required or warranted. As part of the RFP process staff sought consultant input and recommendation as to whether an IS/MND or an EIR would be the appropriate environmental documentation to prepare. Each of the four consultants confirmed that the preparation of an IS/MND was appropriate based on the existing HCP.

### **DISCUSSION**

Upon receiving the four proposals, staff evaluated each of them with consideration to the following criteria:

- Relevant Professional Expertise and Qualifications
- Timeline/Schedule
- Prior Success Preparing Environmental Documentation
- Project Management/Team
- Technical Quality
- References
- Responsiveness to RFP
- Prior Experience and Familiarity with City of Clayton
- Cost

After careful consideration of each proposal Raney Planning and Management was chosen by staff as the desired consultant to assist the City in preparing the environmental review on the Silver Oak Estates residential development project.

For informational purposes, staff has attached the Cost Proposals of all four responding consultants to this report. In addition, staff will place a copy of each of the proposals in the Mayor/Council office for review.

In conclusion, staff recommends that the City Council authorize the City Manager to enter into a Consulting Services Agreement with Raney Planning and Management, Inc. for environmental consulting services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) analysis of the Silver Oak Estates residential development project, based on the criteria discussed above and specifically for the quality and responsiveness of their proposal, their technical experience and familiarity with the City of Clayton, and their lowest base proposal cost of \$33,855.

### **FISCAL IMPACT**

The cost of the Raney service proposal is \$33,855, plus a staff recommended 10% contingency of \$3,856 for a not to exceed contract amount of \$37,241. The entire consultant services contract amount of **\$37,241** will be paid for by the project applicant.

The project applicant has signed an authorization and funding for consulting services statement and has agreed to submit a full check deposit payment in the amount of \$37,241 no later than July 30, 2013.

### **Attachments:**

1. Raney cost proposal
2. PMC cost proposal
3. WRA cost proposal
4. LSA cost proposal

Note: A complete copy of each full proposal is available in the Mayor/Council office.



Approved:


  
Gary A. Napper  
City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CHARLIE MULLEN, COMMUNITY DEVELOPMENT DIRECTOR 

**DATE:** FEBRUARY 4, 2014

**SUBJECT:** ADDENDUM NO. 1 TO CONSULTING SERVICES AGREEMENT WITH RANEY PLANNING AND MANAGEMENT TO PREPARE THE ENVIRONMENTAL ANALYSIS (IS/MND) FOR THE SILVER OAK ESTATES RESIDENTIAL DEVELOPMENT PROJECT; DP-01-10; MAP-01-10 & ENV-02-10.

## RECOMMENDATION

Staff recommends the City Council approve and authorize its City Manager to sign Addendum No. 1 to the existing Consulting Services Agreement with Raney Planning and Management, Inc. for environmental consulting services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) analysis of the Silver Oak Estates residential development project. The cost of Addendum No. 1 to Raney's service agreement is \$7,890 (Attachment 1). The entire amount of **\$7,890** is paid for by the project applicant.

## BACKGROUND

On July 30, 2013, the City Council authorized the City Manager to enter into a Consulting Services Agreement with Raney Planning and Management, Inc. for environmental consulting services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) analysis of the Silver Oak Estates residential development project for a not to exceed contract amount of \$37,241 (Attachment 2).

The Silver Oak Estates residential development project proposes a Development Plan and Subdivision to develop the 13.96-acre Hurd Ranch property located between the northerly terminus of Lydia Lane and Oakhurst Drive in Clayton. The property is identified as 5701 Clayton Road (APN: 118-020-029). The development proposal includes seven (7) single-family homes, 28 single-family townhomes and 24 single-family "Green Courts" townhomes located on approximately 5.37 acres, a neighborhood swimming pool and cabana on 0.59 acres, roadways on 2.10 acres and open space on 7.84 acres. The primary vehicular

access is proposed from Oakhurst Drive, with a minor secondary access proposed only for the seven (7) single-family homes from Lydia Lane.

On October 8, 2013, the Planning Commission hosted a community information meeting on the Silver Oak Estates residential development project at which the project applicant presented the proposal to the Commission. Nearly 100 interested citizens attended. Notification of the informational presentation was mailed to all property owners within 1,000 feet of the project site. At this meeting the Commission received public comment from nearly 30 persons.

Raney has been diligently conducting the environmental analysis for the project in accordance with the original services agreement and this past November 2013, Raney completed the administrative draft IS/MND for staff to review. Upon review of the administrative draft IS/MND by staff and the City Attorney, it became clear a slightly higher level of detail and analysis was necessary, above and beyond the original work scope. The proposed addendum to the consulting services agreement with Raney is necessary to provide and pay for this additional detail and analysis. Please see attached work scope proposal for more detail.

The project applicant has been briefed by City staff concerning this study and funding augmentation and has verbally accepted its necessity.

#### **FISCAL IMPACT**

The cost of Addendum No. 1 to the Raney consulting service agreement is \$7,890, which will increase the total contract amount with Raney to \$45,131. The cost of this \$7,890 addendum and the entire consultant services contract amount of \$45,131 will be paid for by the project applicant.

The project applicant has signed an authorization and funding for consulting services statement and has already submitted check deposit payments for the revised total amount of \$45,131.

#### **ATTACHMENTS**

1. Raney Addendum No. 1 Work Scope Proposal, dated January 23, 2014
2. July 30, 2013, City Council Report (without attachments)

**MADDIE'S FUND**  
for  
donation of an outdoor kennel  
as temporary shelter for stray dogs  
to be located at the City's Corporation Yard.

Agenda Date: 4-05-2016

Agenda Item: 4C

## About Us

About Maddie  
([about-maddie.htm](#))

Maddie's Team  
([maddies-fund-team.htm](#))

Fact Sheet  
([fact-sheet.htm](#))

Privacy Policy  
([privacy-policy.htm](#))

Terms of Use  
([terms-of-use.htm](#))

## Adopt Savannah



[Home \(index.htm\)](#) > [About Us](#)

## About Us

**The Maddie's Fund® mission is to revolutionize the status and well-being of companion animals.**

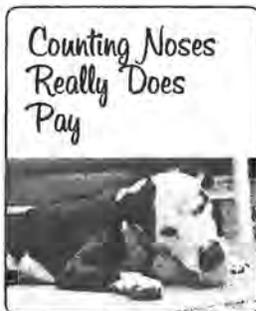
Maddie's Fund is a family foundation founded in 1994 by Workday co-founder Dave Duffield and his wife, Cheryl, who have endowed the Foundation with more than \$300 million. Since then, they have awarded more than \$172 million in grants toward increased community lifesaving, shelter medicine education, and pet adoptions across the U.S. The Duffields named Maddie's Fund after their Miniature Schnauzer, Maddie, who always made them laugh and comforted them during stressful business times when Dave was launching a startup software company. Maddie was with Dave and Cheryl from 1987-1997 and continues to inspire them today.



Maddie's Fund is the fulfillment of a promise (<http://www.maddiesfund.org/about-maddie.htm>) to an inspirational dog and the creation of a goal towards achieving a no-kill nation where all healthy and treatable shelter dogs and cats are guaranteed a loving home. #ThanksToMaddie.

([https://www.shelterluv.com/frame\\_animal/1022599](https://www.shelterluv.com/frame_animal/1022599))

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([shelter-animals-count.htm](#))

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## About Us

About Maddie  
(about-maddie.htm)

Maddie's Team >  
(maddies-fund-team.htm)

Fact Sheet  
(fact-sheet.htm)

Privacy Policy  
(privacy-policy.htm)

Terms of Use  
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[Home \(index.htm\)](#) > [About Us \(about-us.htm\)](#) > [About Maddie](#)

## About Maddie

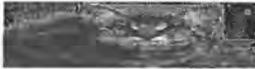
Maddie was a beloved Miniature Schnauzer whose unconditional love, devotion, loyalty and spirit inspired her guardians to start a charitable foundation, Maddie's Fund®, in her name.



Dave and Cheryl Duffield fell head-over-heels for Maddie when she was only ten days old. "We held her in our arms, and loved her immediately," says Dave. "Maddie melted our hearts from the first second we saw her," adds Cheryl, "with her sweet ways, her stubbornness, her independence, her intelligence, her spirit, and her devotion."

Dave, Cheryl and Maddie shared ten memorable and happy years together. Dave remembers one particularly good day during the formation of his company, PeopleSoft. Playing with Maddie, he picked her up and made the following promise: "If we ever make some money, I promise we will give it back to you and your kind so others can be as happy as we are today."

## Adopt Nadia



## Maddie's Movie

(<https://www.shelterluv.com/frame->

 [Join Us](#)

(/maddies-mail



([shelter-animals-count.htm](#))



Dave and Cheryl are fulfilling their promise to Maddie. They have endowed Maddie's Fund with more than \$300 million and have spent more than \$153 million through FY2013-14 to save dog and cat lives. In their lifetime, Dave and Cheryl have given more of their personal

wealth to the animal welfare cause than any other individuals. And although they don't want to make a big fuss over their unprecedented contribution, they do want to honor their cherished companion and the special bond they shared with her.

Animal lovers can understand this sentiment. More and more of us view our companion animals as family, giving them the same care and tenderness we provide our two-legged family members. Our pets enrich our lives with their unconditional devotion to us. They enhance our lives with their stability, love and companionship. The rewards of animal companionship are immeasurable.

Maddie inspired Dave and Cheryl to give generously to help save homeless pets in desperate need of love and care. Thanks to the dog with the indomitable spirit, shelter pets are afforded new opportunities to find compassionate homes in which they, too, may share in the joy, love and companionship that Dave and Cheryl enjoyed with Maddie.

On behalf of all sheltered dogs and cats, we give thanks to Maddie, whose spirit lives on through the lives her memorable gift has touched.



**Address:**  
6150 Stoneridge Mall Road, Suite 125  
Pleasanton, CA 94588

**Phone:** (925) 310-5450  
**Email:** [info@maddiesfund.org](mailto:info@maddiesfund.org)  
(<mailto:info@maddiesfund.org>)

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(<https://plus.google.com/+MaddiesFund>)

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[Glossary \(glossary-of-terms.htm\)](#)

[Privacy Policy \(privacy-policy.htm\)](#)

[Terms of Use \(terms-of-use.htm\)](#)

TESORO FOUNDATION  
for  
the City's purchase of  
an electric motorcycle  
for use by the Clayton Police Department

Agenda Date: 4-05-2016

Agenda Item: 4D

City of Clayton  
Police Department  
6000 Heritage Trail  
Clayton, Ca. 94517



Chris Wenzel  
Chief of Police

Received

JAN 14 2016

City of Clayton

**DATE:** January 14, 2016

**TO:** Sgt. Jason Shaw

**FROM:** Chief Chris Wenzel *ew*

**SUBJECT:** COMMENDATION

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During the month of November you presented me a grant application from the Tesoro Foundation for an electric motorcycle. Due to the special events and the amount of pedestrian trails in and around the city, it was determined that this piece of equipment would be a valuable asset in providing law enforcement and public safety to the community.

Currently, the motorcycle utilized by the police department needed to be replaced and because of your research you located an opportunity that would fulfill our needs. Not only did you find the funding for this piece of equipment but this motorcycle is environmentally safe and is built in the USA. This type of energy and thought process is extremely appreciated especially due to our limited resources and financial abilities. Your performance in this matter is an example to others how through perseverance good things can happen. The approved grant is in the amount of \$22,725. Thank you very much for your hard work and I commend you for your efforts.

CC: City Manager  
Personnel File  
Bulletin Board



# TESORO CORPORATION

## Our Commitment

Tesoro has long been dedicated to being a socially responsible corporate citizen. By aligning our philanthropic investments in a way that serves our communities' needs, harnesses our employees' passions and interests and aligns with our business goals and objectives, we hope to create Shared Value for us and the communities where we operate.

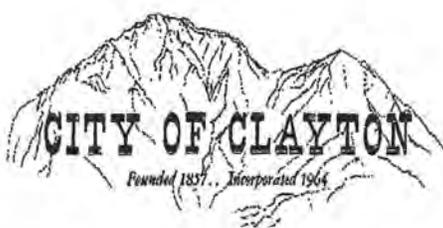
*"At Tesoro, we measure our success not only by the bottom line, but by how well we perform as a socially responsible corporate citizen. We value the opportunity to make a difference in the lives of others and are committed to collaborating with our stakeholders to create cleaner, safer, well-educated communities where we operate."* - Greg Goff, Tesoro's Chairman, President and Chief Executive Officer

## Tesoro Corporation – Core Community Investment Areas

- STEM Education (Science, Technology, Engineering and Mathematics)
- Public Safety
- Environmental Conservation & Sustainability

<b>Public Safety</b>	<b>Environmental Conservation &amp; Sustainability</b>
<p>At Tesoro, safety is our top priority. We are committed to operating our refineries, pipelines, retail stations and other facilities in a manner that promotes the health and safety of our employees and customers and are focused on making our communities stronger, safer places to live, work and play.</p> <p>We provide funding, equipment and support to first responders, government agencies and community-based organizations to increase the overall safety of the communities where Tesoro operates. Preference is given to projects and organizations that help communities better prepare for, mitigate the risks of and respond to disasters, hazards and emergencies.</p>	<p>Tesoro is vigilant in working to ensure that our operations do not have a negative impact on natural resources. Consistent with our commitment to protecting the environment is supporting community programs involving conservation and sustainability.</p> <p>Tesoro supports government agencies; environmental and community groups; and trade, professional and industry associations devoted to efforts that protect, conserve and sustain our environmental resources. These efforts may include recycling initiatives, clean-ups, educational programs, the construction of nature trails and research projects.</p>

**This motorcycle represents two of Tesoro's three Core Investment Areas.**



Agenda Date: 4-05-2016

Agenda Item: 8a

Approved:

  
Gary A. Napier  
City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR *MG*  
**DATE:** APRIL 5, 2016  
**SUBJECT:** KELLER RANCH OUTBUILDINGS DEMOLITION FUNDING (CDD-14-15)

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## RECOMMENDATION

It is recommended the City Council adopt a Resolution authorizing City Maintenance staff to demolish the three Keller Ranch outbuildings and allow the Clayton Historical Society to have first-salvage rights to elements of the outbuildings. It is further recommended the City Council allow for the sale/off-haul of the remaining materials to interested parties at no cost to Clayton-based non-profit community organizations first, followed by a nominal charge to interested private party for-profit firms or companies (**Attachment 1**).

## BACKGROUND

At its regular public meeting held on November 17, 2015, the City Council received a "wish-list" of unmet needs from all departments throughout the City relating to improvements, replacements, or new acquisitions needed throughout the City of Clayton (**Attachment 2**). Included within the 24 item "wish-list" was a placeholder for the restoration or demolition of the three Keller Ranch outbuildings, which at the time of that meeting, the current historical status of the outbuildings was unknown.

At its January 19, 2016 hearing, the City Council directed staff to seek proposals in order to demolish the three Keller Ranch outbuildings due to their dilapidated state and because it had been determined by an historical expert the buildings are no longer contributing elements to the historic Keller Ranch (**Attachment 3**). The direction also provided for the Clayton Historical Society to have first salvage rights to elements of the outbuildings.

At its February 2, 2016 hearing, the City Council received a narrowed down "wish-list" of 13 items with the Keller Ranch outbuildings disposition being one of those items. The Keller Ranch outbuildings were allotted a monetary "placeholder" of \$20,000, which was due to the unknown costs associated with the removal of the buildings as well as the short amount of time between that meeting and the Council direction received at the January 19, 2016 meeting (**Attachment 4**). Staff is now returning to Council with additional information regarding the costs for this demolition task.

## **DISCUSSION**

Following the February 2, 2016 City Council meeting, staff explored the possibilities of the costs and timing associated with the demolition of the outbuildings if City Maintenance workers were to perform the work. City Maintenance Supervisor, John Johnston, indicated a City crew could perform the demolition, including the required refuse and recyclable receptacles, for approximately \$2,000. Maintenance Supervisor Johnston had one stipulation: the work must be performed on a weekend due to the current workload of the City's Maintenance personnel. The work could be completed in one Saturday, which included overtime in the \$2,000 quoted cost. Maintenance Supervisor Johnston offered the demolition to be completed on Saturday, May 21st, which provides adequate time for the passage of the statute of limitations for the CEQA Notice of Exemption.

Staff also reached out to salvage companies to see if there is any interest in purchasing the building materials from the City following the demolition and after the Clayton Historical Society has had the opportunity to select the elements they would like to salvage. City staff is unsure of the value of the materials or if a salvage company would just off-haul the materials, which could decrease the City's need for refuse and recycling containers. One company, Heritage Salvage, based in Petaluma, indicated they are interested in all of the materials from the buildings; however they did not indicate a price. This & That, a San Pablo company that focuses on reusing building materials, also expressed an interest in salvaging the materials. As of the writing of this staff report, neither of the companies had committed to purchasing or off-hauling the materials. Staff is uncertain either company truly understood the skeletal nature of the outbuildings and its true salvage potential. Lastly, the Royal Rooster, the gift shop located in downtown Clayton, contacted staff to inquire about salvaging pieces of wood from the outbuildings to include in the store as decoration.

If the City Council is interested in private party salvage of the materials it would take some extra coordination and effort on staff's part; however it could offset some of the costs to demolish the buildings, from the possible receipt of actual funds to a possible reduction of disposal costs.

## **ENVIRONMENTAL**

The City completed a report, *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, City of Clayton, California*, which determined the outbuildings are no longer significant contributing historical elements to the Keller Ranch due to their severely deteriorated state and lack of physical components. Predicated on the findings in the aforementioned report, the project is exempt from CEQA based on CEQA Guideline Section 15301 – Existing Facilities, which allows for the demolition and removal of accessory structures including garages, carports, swimming pools, and fences.

## **FISCAL IMPACT**

The costs associated with the complete demolition of the buildings would not exceed \$2,000, which would be taken from the FY 2014 – 2015 General Fund excess account. The remaining balance, assuming approval of this request, is \$290,844.

## **ATTACHMENTS**

1. City Council Resolution Approving Keller Ranch Outbuilding Demolition with Exhibit A Attached [166 pp.]
2. November 17, 2015 City Council Staff Report and Excerpt of the Minutes [5 pp.]
3. January 19, 2016 City Council Staff Report without Attachments and Excerpt of the Minutes [4 pp.]
4. February 2, 2016 City Council Staff Report with Attachment A Only and Excerpt of the Minutes [4 pp.]

RESOLUTION NO. - 2016

**A RESOLUTION AUTHORIZING CITY MAINTENANCE STAFF TO DEMOLISH THE THREE KELLER RANCH OUTBUILDINGS, ALLOWING THE CLAYTON HISTORICAL SOCIETY FIRST SALVAGE RIGHTS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE SALE/OFF-HAUL OF THE REMAINING MATERIALS TO INTERESTED THIRD PARTIES**

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

**WHEREAS**, in December 2001, the State Historical Resources Commission determined the Keller Ranch to be a historic resource and voted to list it in the California Register of Historical Resources (CRHR); and

**WHEREAS**, the Keller Ranch resource was defined as containing the primary Keller House and ancillary structures; and

**WHEREAS**, over time the Keller Ranch outbuildings have deteriorated to the point where they have become an attractive nuisance and a possible safety hazard; and

**WHEREAS**, on October 6, 2015, the City Council authorized the City Manager to enter into a contract with ECORP Consulting, Inc. to determine if the three remaining outbuildings were still considered historically significant as contributing elements to the Keller Ranch; and

**WHEREAS**, ECORP Consulting, Inc.'s architectural historian conducted archival research and literature review at the Northwest Information Center (NWIC); reviewed pertinent historical information from the Clayton Historical Society; and conducted a field visit to record and assess the current state of the physical integrity of the three outbuildings; and

**WHEREAS**, ECORP Consulting Inc. provided the City of Clayton with a report titled *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, Clayton, CA* (Exhibit A), which documented and concluded the outbuildings no longer retain sufficient physical and associative integrity for listing on the California Register of Historical Resources. The determination was made due to the loss of physical components; the deteriorated state of the outbuildings; the buildings had been moved from their original location; and the failure to retain strong associative qualities with their original use; and

**WHEREAS**, based on the findings and conclusion of the *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, Clayton, CA* report, the project is Categorically Exempt from the California Environmental Quality Act based on CEQA Guideline Section 15301 – Existing Facilities, which allows for the demolition and removal of accessory structures, including garages, carports, swimming pools, and fences; and

**WHEREAS**, at the January 19, 2016 City Council hearing, staff was directed to research the demolition of the three outbuildings and allow the Clayton Historical Society to salvage elements of the outbuildings; and

**WHEREAS**, the Clayton Historical Society's major function is to research, collect, record, preserve, display, restore, lend, borrow, and interpret local history information and significant memorabilia to promote the understanding and appreciation of Clayton's origins and development; and

**WHEREAS**, the City of Clayton has an interest in furthering the Clayton Historical Society's functions for the benefit of the community; and

**WHEREAS**, the City of Clayton realizes the benefits of reusing materials to reduce the consumption of new products and raw materials; reduce the stream of refuse into landfills; sustain the environment for future generations; and allowing materials to be used to their fullest extent.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Clayton, California does hereby authorize the City Maintenance staff to demolish the three Keller Ranch outbuildings; and

**BE IT FURTHER RESOLVED**, the Clayton Historical Society is herein given first salvage rights to the materials from the Keller Ranch outbuildings, and the City Manager is hereby additionally authorized to negotiate the sale and off-haul of the remaining materials to and by interested third parties.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Clayton, California at a regular public meeting thereof held on 5<sup>th</sup> day of April, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

\_\_\_\_\_  
HOWARD GELLER, Mayor

ATTEST:

\_\_\_\_\_  
JANET BROWN, City Clerk

**ATTACHMENTS**

Exhibit A – *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, Clayton, CA*



December 16, 2015

Ms. Mindy Gentry  
Community Development Director  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

**RE: *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, City of Clayton, California***

Dear Ms. Gentry:

In December 2001, the State Historical Resources Commission (Commission) determined the Keller Ranch, located at 6015 Heritage Trail in the City of Clayton (City), to be a Historical Resource as defined by CEQA and voted to list it in the California Register of Historical Resources (CRHR). The Keller Ranch resource is defined as containing the primary Keller House and ancillary structures including the granary, work shed, garage, and concrete bridge. These properties were determined to be eligible for the CRHR under Criterion 1 of the CRHR for the period of 1910 to 1954 for their association with cattle ranching and industry important in local and regional history. The granary, work shed, and garage are herein defined together as the outbuildings. In addition, the primary Keller House and concrete bridge were determined also eligible under Criterion 3. An archaeological site (CA-CCO-222), located on the property on which the Keller House and other buildings exist, was determined eligible under Criterion 4. The Commission's determination was based on the description of the resource and statement of significance provided in a 2001 nomination prepared by Thomas Saxby, AIA, at the request and on behalf of the City (the applicant and owner of the resource).

Due to the passage of time, the City has received comments and complaints in regard to the outbuildings due to the fact that they have become an attractive nuisance and potential safety hazard to the community. The outbuildings have not been maintained, which has caused them to become severely deteriorated. In addition, vandalism and damage to the outbuildings have occurred due to loitering and ease of accessibility. As a result, a great deal of the historic fabric of each of the buildings has been removed or destroyed and they have become a possible safety hazard and a potential liability for the City. Therefore, the City is assessing options for future use of the outbuildings located on the Keller Ranch.

The City retained ECORP Consulting, Inc. (ECORP) in November 2015 to assess the current state of integrity of the outbuildings and to assist in a determination of whether they remain eligible for the CRHR as components of the historical Keller Ranch. In order to assist the City, ECORP carried out an updated integrity assessment of the outbuildings. The methods and results of that update are presented below.

## **METHODS**

All work was carried out by ECORP architectural historian Jeremy Adams. Mr. Adams meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and History. Cultural Resources Director Roger Mason, PhD, of ECORP provided quality control.

ECORP carried out a records search and literature review at the Northwest Information Center (NWIC) of the California Historical Resources Information System on 18 November 2015 (NWIC File No. 15-0763). The purpose of the records search was to obtain existing information and documentation previously prepared on the Keller Ranch property. ECORP also obtained building and project history information from the City.

ECORP conducted archival research with the Clayton Historical Society (Society), which included personal communication with Historian Dick Ellis, member and representative of the Society, on 18 November 2015. The focus of the research effort was to recover any pertinent historical information pertaining to the outbuildings (that had not previously been obtained) that could provide information about their significance, their contribution to the eligibility of Keller Ranch, and their integrity. In addition, ECORP interviewed Mr. Ellis regarding his knowledge of the Keller Ranch property, and how the outbuildings are regarded by the Society.

ECORP also completed a field visit to the Keller Ranch property to record the current state of integrity of the outbuildings on 18 November 2015. The site visit included data gathering to generate a description of each of the buildings and obtain photographic documentation of the changes to the outbuildings and their immediate surroundings since the 2001 assessment by Saxby. During the field visit, Mr. Adams walked the entire perimeter around the outbuildings and Keller House, as well as carefully inspected the interior of each of the outbuildings. Notations were made regarding the state of each outbuilding, including the remaining materials physically connected to the buildings and any workmanship present. In addition, ECORP assessed the significantly reduced setting of the Keller Ranch as a whole, including the location of each of the outbuildings on the property.

## **RECORDS SEARCH**

The records search revealed that numerous cultural resources studies had been completed for the historical Keller Ranch from the 1970s through the early 2000s, most of them focusing on the archaeological site (CA-CCO-222) located on the property grounds. Only those studies that specifically included analysis of the built environment (buildings and structures) associated with the Keller Ranch were reviewed for the updated integrity assessment. Following is a summary of the documentation of the Keller Ranch provided by the City and gathered during the records search effort from NWIC.

In 1987, the City prepared an Environmental Impact Report (EIR) for the Oakhurst Project, which concerned the development of 1,485 housing units including a country club and golf course (City of Clayton 1987). The EIR identified more than a dozen structures that were historically located on the Keller Ranch property, many of which were located within the area planned for development as it existed at that time. Those structures included the primary Keller Ranch house, two large barns, a

granary, a chicken coop, a small stable, a bunk house, a work shop, a garage, and other storage buildings. According to conclusions drawn in the EIR in 1987, the Keller Ranch appeared eligible for the National Register of Historic Places (NRHP) under Criteria A and C as an entire interrelated complex "consisting of both structures and extensive agrarian acreage" (City of Clayton 1987). The EIR did not include an evaluation of the Keller Ranch property for the CRHR because the CRHR did not exist in 1987. The conclusions in the EIR also state that the most notable structures on the complex are the primary Keller House, the hay barn, the cattle barn, and "possibly" the granary, but that all of the structures taken together appear significant as an intact complex of interrelated structures. According to the EIR, the applicant for the development project agreed to preservation of the Keller Ranch. Several options for mitigation were included in the EIR that included preservation of the building complex, preservation of portions of the building complex, or preservation of none of the building complex. At the conclusion of the EIR process, the City Council approved the rezoning and final development plan for the Oakhurst Project, which included annexation of the 1,200-acre Keller Ranch (as it existed then) for development.

Only a small portion of the property, referred to as the Keller Ranch Cultural Center, was kept intact around the main Keller House. Many of the associated buildings and structures within the larger Keller Ranch property were completely razed including the hay barn, cattle barn, chicken coops, stable, bunk house, work shop, and some of the storage buildings. The City acquired the small property known as the Keller Ranch Cultural Center in 1991. The larger barn on that property was razed in 1993 to make way for a community library. Of the properties associated with the original Keller Ranch, only five remain: the main Keller House, concrete bridge, granary, work shed, and garage. The main Keller House and concrete bridge remained in their original locations. The granary, work shed, and garage were all moved from their original locations spread throughout the larger ranch area, and placed linearly adjacent to each other near the main Keller House in an effort to preserve them. No further analysis on the Keller Ranch or the outbuildings was included in the EIR.

In 2001, the City retained Mr. Thomas Saxby, an architect from Oakland, to document the physical layout of the remaining Keller Ranch property, research the history of the property, and make recommendations for its preservation. The remaining property included the main Keller House, concrete bridge, granary, work shed, and garage, as well as the remaining archaeological site (CA-CCO-222). As a result of that effort, Saxby concluded that the remaining Keller Ranch complex "may meet criteria A and C of the Registers' standards" and "there is the additional possibility the complex may be eligible under criterion D" for the NRHP (Saxby 2001). Although the Saxby report included several statements suggesting the eligibility of the Keller Ranch for both the NRHP and CRHR, clear criteria eligibility statements were not included in the report. Upon completion of the report, and at the request of the City, Saxby prepared a complete and updated DPR 523 record of the Keller Ranch, which included an eligibility evaluation of the Keller Ranch for the CRHR and discussion of integrity, to support a nomination of the property for listing on the CRHR. The nomination was subsequently submitted to the Commission and the Keller Ranch was listed on the CRHR in December 2001.

## **ARCHIVAL RESEARCH**

The numerous and thorough research efforts for past cultural resource studies have nearly exhausted the potential to obtain additional historical information about Keller Ranch. In Saxby's 2001 report, he documents the historical background of the Keller family and other families and individuals that owned and lived or worked on the ranch. He also thoroughly documented the history of the ranch property and provides some anthropological information relevant to the property. Saxby's 2001 report is included in Attachment A; the original DPR 523 records are provided in Attachment B.

According to Saxby, it is unknown exactly when the outbuildings were built and also whether the outbuildings were original to the Keller Ranch or moved there later. The date ranges for the outbuildings were established based on the construction techniques and materials of the outbuildings and the history of the rest of the development of the ranch. With this information, Saxby concluded that the outbuildings were built between 1912 and 1920.

ECORP reviewed the information provided by Saxby and it appears accurate. Additional focused archival research conducted by ECORP at the Clayton Historical Society failed to identify the exact construction dates of any of the outbuildings or any additional information not already compiled by Saxby. Therefore, the historical information pertaining to the Keller Ranch and the outbuildings included in the Saxby 2001 report and the original DPR 523 record is current.

Clayton Historical Society historian Dick Ellis was interviewed by ECORP during the archival research effort regarding his and the Society's thoughts about the outbuildings. Mr. Ellis agreed that the outbuildings are in a severely deteriorated state as a result of weathering, vandalism, and other wear and tear that has occurred over the past decade. Mr. Ellis stated that he understands and shares the City's concerns about the potential safety hazard and visual nuisance that the outbuildings have become. When asked if he had any suggestions for the use of the outbuildings, Mr. Ellis recommended that if a decision to demolish the buildings is reached, the City should attempt to keep and repurpose some of the good wooden planks. Otherwise, Mr. Ellis and the Clayton Historical Society acknowledged the potential safety hazard that the outbuildings have become as a result of their dilapidation.

## **FIELD VISIT**

As a result of the field visit, ECORP assessed the current state of physical integrity of the three remaining outbuildings. The three remaining outbuilding (granary, work shed, and garage) were all moved from their original locations spread throughout the larger ranch area in 1988 and placed adjacent to each other in a line northwest of the main Keller Ranch House as an effort to preserve them.



Figure 1. Photograph of the outbuildings (from left to right: garage, work shed, and granary) taken during field visit in November, 2015.



Figure 2. Photograph of the outbuildings (from left to right: granary, work shed, and garage) taken during field visit in November, 2015.

The Granary is located approximately 40 feet northwest of the main Keller House. The granary is the largest of the three outbuildings. The granary is a rectangular single-story wood-framed building with a slightly raised floor, horizontal plank siding and a corrugated metal-gabled roof. The corrugated metal roof is not original to the building as it has a date stamp of 1971 (in the modern period). It has a ceiling hatch with some remaining mortise and tenon beams on the interior. All

doors and windows are missing from the granary. Much of the exterior horizontal plank siding is also missing or broken. The building is covered in graffiti and dry rot exists in several areas.



Figure 3. Photograph of the granary outbuilding exterior taken during field visit in November, 2015.

The work shed outbuilding is located between the other two outbuildings and is the smallest of the three structures. The work shed is a small, rectangular single-story wood-framed structure with vertical board siding and a corrugated metal side-gabled roof. More than half of the corrugated metal roof is missing; the remaining portion of the roof is not original to the building as it has a date stamp of 1971. All windows are missing from the work shed. The original vertical board door on the eastern façade has been replaced with a plywood sheet which no longer covers the entrance. Portions of the eastern- and western-facing facades have missing vertical board siding. Some of the vertical boards have been replaced with modern plywood which is also deteriorated and detached in some areas.



Figure 4. Photograph of the work shed outbuilding exterior taken during field visit in November, 2015.



Figure 5. Photograph of the work shed outbuilding interior taken during field visit in November, 2015.

The Garage outbuilding is a single-story, wood-framed structure with a low-pitched hip style roof with corrugated metal and vertical board siding. The majority of the eastern and southern facades are completely destroyed. The wood framing has dry rot in many areas, particularly under the eaves. The interior of the garage reveals wooden roof framing. The garage no longer contains a garage door and all windows are missing. The frame of the garage has a slight lean due to the weakened structure.



Figure 6. Photograph of the garage outbuilding exterior taken during field visit in November, 2015.



Figure 7. Photograph of the garage outbuilding interior taken during field visit in November, 2015.

### **UPDATED ASSESSMENT OF INTEGRITY**

A detailed description of the current state of integrity of the outbuildings, as compared to the 2001 assessment by Saxby, is included below.

**Granary:**

The granary is currently dilapidated and has lost many of its physical components from when it was recorded by Saxby in 2001. It no longer retains a great majority of its original wood-plank siding and the foundation is severely deteriorated, causing the frame to be unstable. Though not noted by Saxby in 2001, the corrugated metal roof is not original to the building and clearly has a date stamp of 1971 (modern period). Many of the square-cut nails and original hinges noted by Saxby have been removed from the siding of the building leaving mostly more modern round-cut nails. The interior has received graffiti and other vandalism not noted in 2001 by Saxby, resulting in the destruction of many components of the flooring, interior walls, frame, and removal of many metal hinges, nails, or support joists. The mortise and tenon interior beam remains intact, but the supporting frame has some dry rot and other molding which appears unstable.

The granary has not served any utility or function for the Keller Ranch for many decades. In addition, only through review of information in the archival record is it apparent that the building served as a granary, as many of the components which would have given it distinction as a granary no longer exist. A granary is designed as a storehouse for grain or animal feed. As such, granaries typically are built on elevated foundations to deter rodents and need to have moisture control elements such as intact walls, windows, and doors. This granary was moved in 1988 from its original location and foundation and was set resting on the ground near the Keller Ranch linearly placed between the work shed and the main Keller House. It no longer has the distinct raised foundation on which it was likely originally built. There is a slightly elevated gap beneath the floor and the frame on the ground, but the frame appears to have previously been set on a different foundation. In addition, many of the walls are destroyed leaving only framing in many areas and all windows and both doors are completely removed. When recorded in 2001, many of the walls remained intact and the interior was largely in good condition with existing metal components, square-cut nails, hinges, and other physical features. Overall, the granary no longer retains integrity of location, setting, or feeling as it was moved from its original location and no longer functions as a granary on a working ranch. It also does not retain integrity of design, materials, or workmanship as much of this has been lost due to severe deterioration and vandalism in the building over the past decade. Lastly, the building no longer retains integrity of association with the Keller Ranch. Though the building remains on the reduced Keller Ranch property adjacent to the main Keller House, it has not served any significant function with the Keller Ranch in many decades and is missing all significant components which used to identify it as a granary. Its documentation in the historical record may remain intact, but its deteriorated physical components have reduced its appearance and association as a functioning component of the Keller Ranch, causing it to no longer retain clear significant association with the ranch.

**Work shed:**

The work shed has deteriorated significantly since it was recorded in 2001. Much of the vertical wood plank siding, which was nearly fully intact in 2001, has been removed or is broken throughout the entire exterior of the work shed. The roof is partially missing with much of the wood frame also broken or destroyed throughout the building. As with the granary, the remaining corrugated metal roof has a date stamp of 1971 and therefore is modern, although this was not noted by Saxby in

2001. The vertical wood plank door of the work shed as seen in Saxby's 2001 record has been replaced with a modern plywood board serving as a door. The work shed has also received graffiti and vandalism on the interior and exterior.

The work shed has not served any utility or function for the Keller Ranch for many decades. The work shed was moved in 1988 from its original location and was set resting on the ground near the Keller Ranch house between the granary and garage. Overall, the work shed no longer retains integrity of location, setting, or feeling as it was moved from its original location and no longer functions as a work shed for a working ranch. It also does not retain integrity of design, materials, or workmanship as much of this has been lost due to severe deterioration and vandalism in the building over the past decade. Lastly, the building no longer retains integrity of association with the Keller Ranch. Though the building remains on the reduced Keller Ranch property adjacent to the main Keller House, it has not served any significant function with the Keller Ranch in many decades. It is also missing many of its original components, some of which have been replaced with modern materials including plywood and corrugated metal. Its documentation in the historical record may remain intact showing it was a minor component of the working ranch, but its deteriorated physical components have reduced its appearance and association as a functioning component of the Keller Ranch, causing it to no longer retain clear significant association with the ranch.

#### **Garage:**

The garage has severely deteriorated over the past decade since it was recorded in 2001. Though it remained largely intact when it was recorded by Saxby, a significant amount of the exterior vertical wood-plank siding has been removed or broken. As with the granary and work shed, the corrugated metal roof of the garage also contains a date stamp for 1971 which was not noted by Saxby in 2001. Many of the metal hinges were forcibly removed, likely as a result of vandalism, and the electrical components have also been tampered with and destroyed. The interior framing appears heavily dry rotted and mold has stripped the paint throughout. Though much of the northern wall remains intact, the majority of the wood planking is extremely weathered. In addition, it is apparent that squirrels, woodpeckers, and other animals have used the vacant building as there are rodent holes on the interior floor and other indications of animal habitation. Also, Saxby originally identified the garage as containing characteristics of the Craftsman style of architecture. Saxby noted the exposed rafters as characteristic of that style. Though exposed rafters are common among Craftsman style buildings, the corrugated metal roof of the garage that rests on the rafter beams is modern and is not original. It is unclear whether the original roof covered those rafters or not; they may have not originally been exposed. In addition, the roof is hipped and the form is square, neither of which are Craftsman-style elements. The building possesses no other characteristics of the Craftsman architectural style. Saxby also noted that there were rolling door tracks above the garage opening which are no longer present. He also noted that a shed may have been attached to the garage at one point, but is now missing. No indicators of an attachment point for a shed remain on the garage building.

The garage has not served any utility or function for the Keller Ranch for many decades. The garage was moved in 1988 from its original location and was set resting on the ground near the Keller Ranch house on the northern side of the work shed and granary. Overall, the garage no longer

retains integrity of location, setting, or feeling. It was moved from its original location and no longer functions as a garage for a working ranch. It also does not retain integrity of design, materials, or workmanship as much of this has been lost due to severe deterioration and vandalism in the building over the past decade. Lastly, the building no longer retains integrity of association with the Keller Ranch. Though the building remains on the reduced Keller Ranch property adjacent to the main Keller House, it has not served any significant function with the Keller Ranch in many decades. It is missing many of its original components, some of which have been replaced with modern materials including corrugated metal. Its documentation in the historical record may remain intact showing it was a minor component of the working ranch, but its deteriorated physical components have reduced its appearance and association as a functioning component of the Keller Ranch, causing it to no longer retain clear significant association with the ranch.

**Additional integrity considerations that were not assessed by Saxby in 2001:**

Removal of the outbuildings would have little to no significant effect on the historical significance of the Keller Ranch. The original Keller Ranch was made up of a combination of its components that included the primary Keller Ranch house, two large barns, a granary, a chicken coop, a small stable, a bunk house, a work shop, a garage, and other storage buildings. Nearly all of these components have been destroyed and the ranch property reduced to a small City-owned parcel. The remaining outbuildings were moved and placed in a row on the remaining property adjacent to the main Keller House in an attempt to keep them intact. The main Keller House remains in very good condition and appears as it did during its period of significance (1910 to 1954). It is still strongly recognized in the community as the historical Keller House. In addition, the concrete bridge also remains intact and is currently in use. Overall, those two primary components strongly represent the Keller Ranch property with or without the dilapidated outbuildings. In contrast, however, the majority of the original structures that existed on the larger Keller Ranch no longer exist, making it extremely difficult to recognize these outbuildings as originally part of a larger functioning system.

Lastly, in support of the nomination of the Keller Ranch to the CRHR in 2001, the Clayton Historical Society submitted a letter of support. In that letter the Clayton Historical Society states that they support "the nomination of the Keller House, located in Clayton, California, to the State Historic Register." They continue by providing supporting information about the importance the Keller House played in the community. They described the Keller House as "a significant and integral part of the important cattle ranching period in Clayton" and requested that it "should be preserved as a superb example of a lovely country home and the residence of an important ranching family." Overall, the Clayton Historical Society concluded that "an important part of history would be lost if the Keller House is not preserved." In this letter of support, the Clayton Historical Society did not mention the three outbuildings in any way. The focus of the letter from the Historical Society was for nomination of the Keller House itself, with no mention of other built features associated with the property as having the same level of historical importance to the community as the main Keller House. This is consistent with the available archival information about the historical resource.

Below are some images taken in 2001 by Saxby during his recording of the three outbuildings. The 2001 images are compared to their 2015 condition in the corresponding images. The images from 2001 are limited because there were not many available in the archival record for comparison.



Figure 8. Photograph of the granary and work shed taken in 2001 by Saxby



Figure 9. Photograph of the granary and work shed taken in 2015 by ECORP



Figure 10. Scanned image of a photograph of the garage taken in 2001 by Saxby



Figure 11. Photograph of the garage taken in 2015 by ECORP

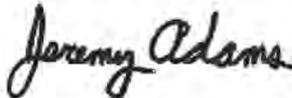
## CONCLUSIONS

As a result of the updated integrity assessment that included a records search, archival research, and a field visit, the three outbuildings appear to no longer retain sufficient physical and associative integrity for listing on the CRHR under Criterion 1. The three outbuildings are in a severely deteriorated state, much worse than their condition when recorded and evaluated by Saxby in 2001. The lack of remaining significant physical components of the outbuildings, including their linear placement on the property and failure to retain strong associative qualities, cause them to no longer convey the significance of the historical Keller Ranch.

The City of Clayton contacted the California Office of Historic Preservation in December, 2015, to ask their recommendations regarding next steps for the outbuildings. The OHP staff recommended to the City that given the results of the updated integrity assessment and severely diminished integrity of the outbuildings and thorough documentation that was completed, if the City's inclination is to remove the buildings it could be achieved with a CEQA Categorical Exemption.

If you have any questions or comments about the updated integrity assessment, please contact me at JAdams@ecorpc consulting.com or by phone at (916) 782-9100.

Sincerely,



Jeremy Adams  
Architectural Historian

### Attachments:

- Attachment A: Saxby 2001 Keller House Report
- Attachment B: DPR 523 Record (Original and Update)
- Attachment C: Photographs (2015)
- Attachment D: State Historical Resources Commission (2001)

## REFERENCES

City of Clayton

- 1987 Environmental Impact Report (EIR) for the Oakhurst Country Club Development Project.  
(On file with the City of Clayton)

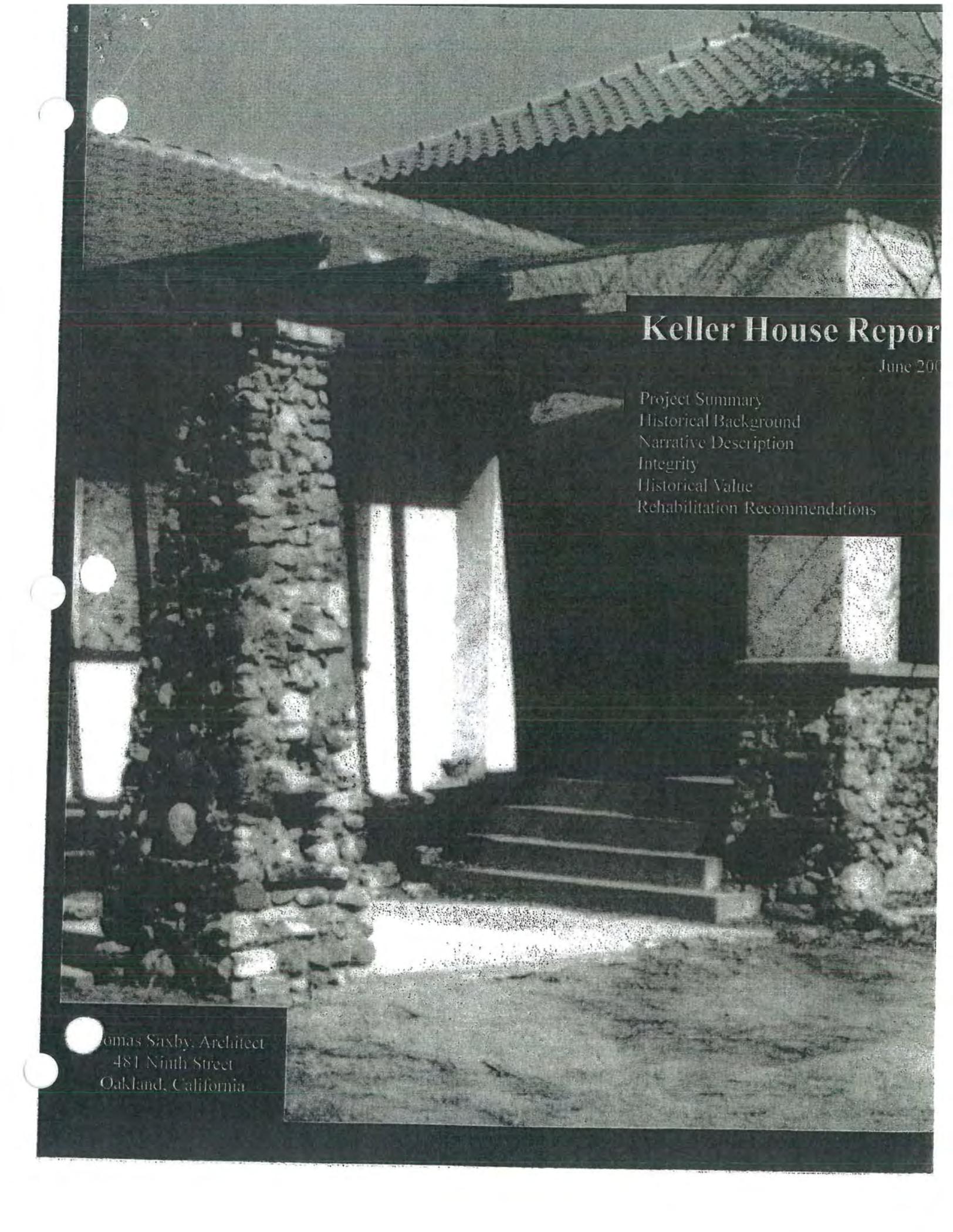
Saxby, Thomas

- 2001 Keller House Report. Oakland, California. (On file with the City of Clayton)

**ATTACHMENT A**

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Saxby 2001 Keller House Report



# Keller House Report

June 200

Project Summary  
Historical Background  
Narrative Description  
Integrity  
Historical Value  
Rehabilitation Recommendations

Thomas Saxby, Architect  
481 Ninth Street  
Oakland, California

*Special thanks to  
Bob and Eldora Hoyer,  
and members of the  
Clayton Historical Society  
for their assistance  
with the this report*



*Keller House, west & south facades, 2001*

### PROJECT SUMMARY

The City of Clayton has authorized Thomas Saxby to document the physical layout of the Keller House, to research the history of the property, and to make recommendations for its preservation. A primary objective of this study is to complete the background information that will be required as a part of future grant applications to assist in funding a rehabilitation effort.

One potential grant is the California Heritage Funds Grants Program that may provide up to 8.5 million dollars for the acquisition, development, rehabilitation, restoration and interpretation of historical and archeological resources in California. The selection criteria is listed in the Appendix, but to qualify, the historical resource must be listed, or formally determined to be eligible for listing in the National Register of Historic Places or the California Register, or designated as a historical landmark or point of historical interest. These historic listings are designed to help state and local governments, federal agencies, and others identify important historic and archeological properties worthy of preservation and of consideration in planning and development decisions. Although it has been determined that the Keller Ranch House is an important local historic building, it is not currently listed on a local, state or

national historic register.

If the Keller House is to meet the criteria for a historic listing, the property must be found to be among the area's most significant examples of a ranch house, representing one of Clayton's earliest land uses, and the property must have maintained its integrity as such. Although the complex of ranch buildings has been compromised with the demolition and removal of several important structures, including the large hay barn and cattle barn, the Keller House has been locally identified as a rare surviving building of this period and a fine example of custom home building of the early



*Keller House, postcard photo with  
September 2, 1912 postmark date*

twentieth century. The Keller House is well preserved and remains virtually unchanged from its historic period. It is unique in its architectural design and its incorporation of archeological artifacts into the building construction, and therefore may qualify for a State or National Historic Register listing. In addition, several smaller outbuildings remain on the property, although not in their original locations, that help retain the character of the ranch complex. Other site amenities from the historic period, including an arched concrete bridge and a garden pond (partially buried), also remain and contribute to the overall integrity of the property.

If the city is interested in applying to the California Heritage Funds Grants Program, it must first apply for a State or federal historic register by submitting the completed registration forms to appropriate agencies for review. Achieving an historic register status does not guarantee that funding will be granted, but it will distinguish the property as having been documented and evaluated according to uniform standards to have contributed to the history and heritage of the California and the United States.



*Keller House, east facade, ca. 1920's*



*Keller House, east & north facades, 2001*

## HISTORICAL BACKGROUND

The property known as the Keller Ranch is thought to have been the principal village site of the Chupcan or Volvon people who occupied the area around Mt Diablo dating back three to four thousand years. Contact with the Euro-American settlers did not occur until the 1770's. The establishment and expansion of the Mission system from 1776 through the 1828 forever destroyed the native culture occupying this area, though not without a fight. Both the Chupcan and Volvon people were thought to have been important groups in the resistance to the Spanish settlers. The land currently occupied by the Keller House may have been a part of Rancho Monte del Diablo, a name originally coined during an 1805 Mexican Government campaign to punish uncooperative Indian groups in the area. According to one account, troops sent from Monterey encountered a group of Indians who retreated into a thicket of willows in a piece of swampland. Instead of pursuing the Indians, the troops surrounded the Indians and decided to wait until the next morning to finish their work. During the night, the troops saw moving lights in the thicket and were confident that the Indians were corralled. In the morning they charged upon the thicket but found no Indians. Bewildered and unable to account for the lights, they named the place "Monte del Diablo" or Devil's Thicket.

Following the Mission expansion period came the Rancho period when the lands of the missions were passed to the hands of the mission Indian people, and the Mexicans could claim all other lands. It is within this context that Rancho Monte del Diablo and the future area of Clayton was granted to Juan Salvio Pacheco. Without livestock and tools to run their own ranchos, the Indians often became the serfs of the Mexican landowners, although it is not clear that the Volvon people submitted to this subjugation. By the early twentieth century, interviews with Indian people around the Bay Area revealed no descendants from the Diablo Valley area.

According to a history of the Town of Clayton, Pacheco gave the southern part of the rancho to his son-in-law Francisco Galindo. In 1866 Galindo

sold a 130-acre tract of this land to early Clayton settler John Denkinger. Judging from the description in the Denkinger deed, this was the southwestern most portion of what would become the Keller Ranch. After Denkinger's death in 1907, the property was passed on to another of Clayton's early settlers, Andrew Gehringer, who held the land as trustee for Frederick Denkinger. Charles Keller bought the property in 1910.

Charles Henry "Harry" Keller was born November 1874 on the old Keller ranch east of Clayton, first son of John Henry and Celestia Collins Keller, and grandson of John Keller who crossed the plains from Indiana with ox-teams in 1849. Harry became the owner of three large cattle ranches and is identified as one of the outstanding figures among cattlemen of the West, buying and selling cattle in Oregon, Nevada, Idaho, Wyoming and Utah. He married Elodia J. Liberty in 1898. The Vincent Liberty family operated a popular resort tavern in Bolinas. When Vincent and his wife separated, he and his daughter, Elodia, moved to the Joel Clayton ranch, which Harry later bought. Elodia met Charles Henry while he was making



*Charles Henry Keller with boy, ca. 1930's*

deliveries from the Keller butcher shop in Concord.

Voter registration records show the Kellers moved from Galindo Street in Concord to the Clayton area sometime between 1910 and April 1912, and his occupation changed from butcher to rancher during that same period. It has been said that the Kellers camped under the huge Oak tree on the site while the house was being built. Completed during 1912, the house was called "Casa del Sierra" and was noted as one of the finest homes in the county. Charles Henry Keller continued to occupy the house and operate the ranch until his death in December 1940. From 1942 until her death in 1956, Elodia Keller retained ownership of the property but leased it to Bob Flackus who



*Charles Henry Keller (center) and Elodia Keller (left), ca. 1930's*



*Bob Flackus and another cowboy practicing rope tricks, ca. 1950's*

continued to operate the ranch. From the mid-1950's until 1972, trustees of the Keller estate leased the property to Manuel DeJesus who also continued the ranching operation.

In 1972, the property was sold to Pacific Coast Construction Company who planned to develop the land into housing. Resistance from the American Indian Movement and an economic downturn prevented the development, and in 1978 the land was sold to the Seeno Construction Company, which was already subdividing land in Clayton. There was a heated controversy between commercial property owners eager to expand Clayton's population and residents concerned about how development was being planned, wanting higher standards and more protection of natural terrain. A referendum in which an overwhelming majority of residents rejected Seeno's development proposal ended the project in 1983. In 1987, Presley Homes bought the property and worked with citizens to develop acceptable plans, which protected Native American sites and the Keller House area.

Acknowledging the unique nature of the property for both its archeological and cultural importance, the city acquired a small parcel containing the Keller House as well as the property currently occupied by the Clayton library in 1991. In an effort to further the cause of historic preservation in Clayton, the city hopes to rehabilitate the property for an as yet unknown civic use.



*Oakhurst housing development in location of old hay barn, 2001*

## NARRATIVE DESCRIPTION

The Keller Ranch site is located within the City of Clayton's Heritage District about 700 feet north of Main Street. The property lies at the north side of Mt. Diablo Creek at its convergence with Mitchell Creek, and consists of several structures historically associated with the 1,300 acre working cattle ranch developed by Charles Henry Keller. The ranch has been greatly reduced in size due to adjacent development. The remaining ranch complex now occupies less than two acres. In addition to the Keller House, several smaller outbuildings from the historic period remain on the property. The City of Clayton's Town Center Specific Plan has designated the site as "historical and cultural", but there is no current preservation ordinance for protection of the property.

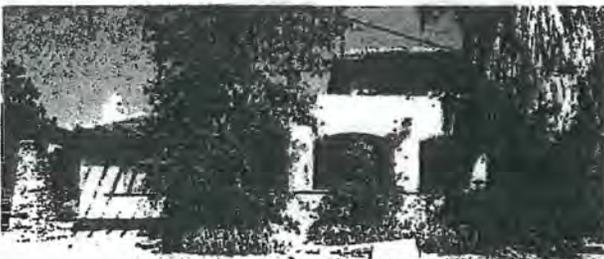
### Exterior

The Keller Ranch House is a single story wood framed building with a second story tower. In style, the house is eclectic, featuring both the Mission style that is commonly associated with California from 1890 to 1920, and the Craftsman style common during the period from 1905 to 1930. Identifying

features associated with the Mission style include the red tile roof covering, the wide overhanging open eaves, a porch roof supported by large square piers with segmented-arch openings, and the stuccoed exterior wall surfaces. The facade is asymmetrical in shape and superimposed over an irregular plan with low sloping, flat-topped hipped roofs. The Craftsman features include the battered stone foundation walls (veneer), groups of three or more multi-paned double-hung window sash, and a pergola extending from the entry porch. The uncoursed stone masonry is used prominently to display the natural, multi-colored fieldstones and incorporates pre-historic artifacts on the south and west facades, particularly around the building entry. An inscription in the front walkway, made of pebbles embedded in concrete, reads "KELLER JUNE 1912", but it is not known if this is an original feature since much of the concrete around this marker appears to be patching of a more recent date. A post card featuring a photo of the house with a postmark date of September 2, 1912 confirms that the house was substantially complete by that date.



*South facade, ca. 1920's*



*South facade, 2001*



*Pergola, 2001, showing missing artifacts at column*

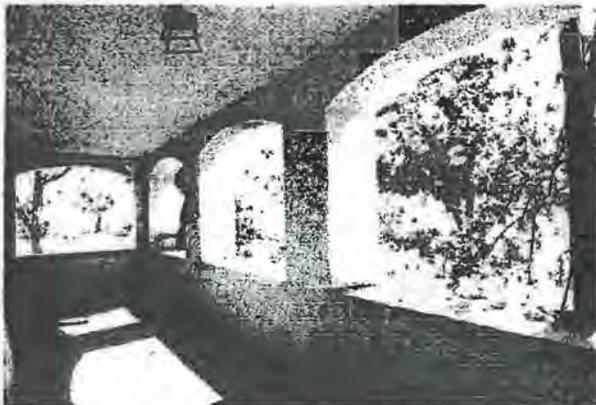
The front (south) façade is dominated by the entry porch that features a series of segmented-arch openings which sit on top of raised and battered stone veneer foundation walls. Decorative wooden roof beams or vigas (several are missing) project from above the columns. Extending from the porch on the west side is a wooden pergola supported by a battered stone column displaying prehistoric stone mortars or bowls. At the east side of the façade is the second story tower with its stucco walls and a pyramidal hipped red tile roof. The main entry door is a rectangular, glazed panel, wood door with symmetrical full-height sidelights. The window openings consist of two groups of three rectangular, single-hung windows with a larger opening flanked by two smaller openings. Each opening has a single-pane lower sash and slightly smaller, multi-pane upper sash with a decorative, half-diamond mullion design at the top. This window style is common throughout the main floor. The exterior casings are wood trim set flush with the stucco. The engaged second-story tower has rectangular window openings at both sides of a segmented-arch opening with a low, rectangular

door opening to the flat roof above the porch. Based on historic photographs, it appears the original openings were all segmented-arch windows, and the southern window sash were divided into four panes with no door opening. The date of the change is unknown.

The dominant features of the west façade are the pergola, the chimney and the living room alcove. The chimney is constructed of battered, uncoursed stone graduated in size from larger stones at the bottom to smaller stones at the top. A partially buried mortar stone is centered below the ash cleanout door. The stonework extends approximately one-third of the chimney height with the upper portion, constructed of stucco cover brick masonry, narrowing and extending through the roof eave. The wall behind the chimney has two small, rectangular, fixed window openings placed symmetrically at either side. The Living Room alcove projects to the edge of the roof eave and contains a group of three equal sized, rectangular, double-hung windows. The northern portion of the façade steps back to the kitchen and screened porch area,



*Inscription at front walkway*



*Entry Porch, 2001*



*South Facade of Tower, 2001*

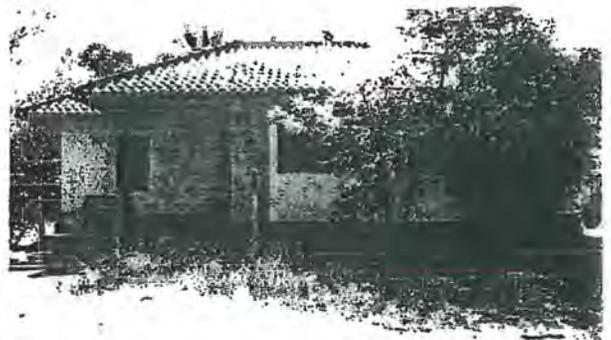


*West Facade, 2001, kitchen and screened porch behind trees at left*

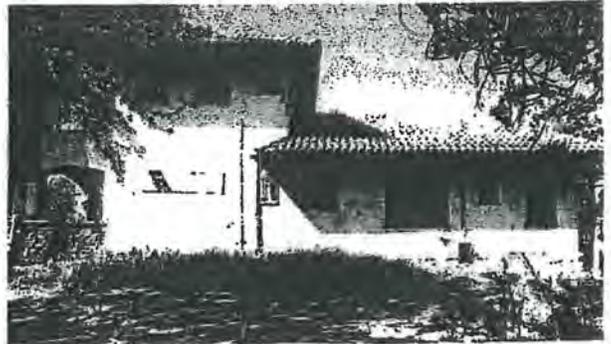
masking their visibility from the front of the house. The porch has two screened openings facing west.

The north facade features a covered porch that encompasses a door to the screened porch and the steps down to a cellar. The porch area also contains a small toilet room and outdoor sink, which presumably allowed the family or ranch-hands to cleanup before entering the house. Unlike the porch at the front of the house, a single wood post supports the extended corner of the roof. The screened porch is located at the top of a short rise of wood stairs and has a group of four one-over-one double-hung window openings. These window sash do not appear to be original and may have once been screened openings similar to the west façade, making the room a screened porch.

The east façade features the tower at the south end with the only uninterrupted two-story elevation of the house. To the south of the tower is the entry porch with its raised roof parapet, segmented-arch opening and battered stone foundation veneer. The remaining façade features a series of non-symmetrical bedroom and bathroom window openings of various sizes, each containing a double-hung sash of typical design, and a window/vent opening through the stonework to the cellar.



*North Facade, 2001*



*East Facade, 2001*



*Roof looking north, 2001*



*Covered porch, facing east, 2001*



*Cellar access, facing south, 2001*

## Interior

The interior of the Keller Ranch House is organized in a simple and functional plan that features the use of natural materials associated with the Craftsman style. In response to the earlier Victorian style, the Craftsman style promoted a reformist message that preached simplicity, utility, and handcrafted construction in tune with nature, as well as a return to a humbler, more practical life style.

**ENTRY:** From the entry porch, one enters the house through a small foyer separated from a larger room by two square columns on low, wood-paneled pedestals engaging the side walls. It is said that this area of the house once had a skylight above, a fountain in the center, and featured two large wicker birdcages and racks of different plants as well as many ferns planted in the center. Other descriptions of this room as having lots of natural light and the sound of running water seem to validate that this room may once have served as an interior courtyard or greenhouse. The floor in this area is a painted, light brown, cementitious top-

ping material. In the middle of the room is what appears to be a 5 foot square concrete cap or plug, which does not match the adjacent material, and may be the location of the missing fountain or planter. There is evidence of a skylight, approximately 7.5 feet by 8 feet, in the attic that is now covered by the roof and ceiling surfaces. The walls and ceiling in the entry are plaster, but leakage in a roof drain above the eastern wall has caused considerable damage to these finishes. Natural wood trim is used around the door openings and baseboard, and also as wide battens dividing the ceiling in a coffer style grid.

**LIVING ROOM:** The west side of the house is the living room that exemplifies the Craftsman style with the liberal use of natural materials. Rectangular in plan, the walls of the room are exposed wood board-and-batten paneling with a wood plate rail and narrow plaster frieze above. A portion of his paneling appears to be missing from the northern wall. The focus of the room is an uncoursed stone masonry fireplace and hearth with a small



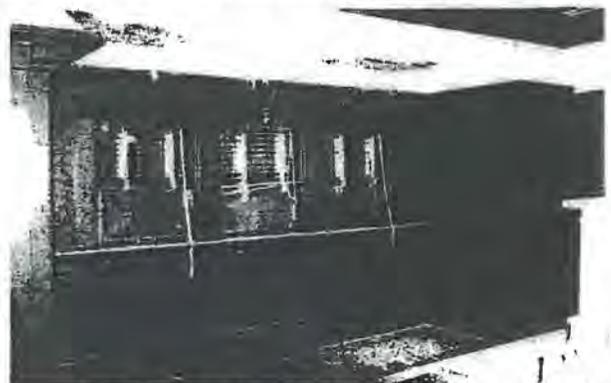
*Foyer at Entry, facing south, 2001*



*Living Room, facing south, 2001*



*Living Room Fireplace, facing west, 2001*



*Living Room Alcove, facing northwest, 2001*

niche at either side of the firebox. The floor features oak strips in a wide border around painted fir or Redwood flooring in the center area, that was probably under a large rug originally. A windowed alcove north of the fireplace faces the garden and fountain area to the west. The ceiling features a coffered styling with heavy wood box beams and plaster panels. There is considerable water damage to the ceiling plaster with large sections of plaster fallen from the wood lath. There are two simple, square, copper chandeliers with four hexagon-shaped pendants (one chandelier has fallen), as well as two hexagon-shaped copper wall sconces above the mantel, all with mica lens. A glazed, multi-pane pocket door connects the living room to the entry area, and a bi-swinging single panel wood door connects the living room to the kitchen.

**KITCHEN:** The kitchen is located to the north side of the entry and is a square room with plaster walls and ceiling. The door separating the kitchen from the entry is missing. There are two built-in wooden storage cabinets and a large wall-hung porcelain steel sink with dual drain boards. The stove is missing, but appears to have been located at the north side where a capped flue pipe is visible. The floor is fir or Redwood flooring, but there is evidence of an earlier sheet flooring material. The wood base and casing trims in the kitchen are painted, and the walls are covered with non-original wallpaper, divided by a horizontal wood trim located at window-sill height. The ceiling is divided into a grid of rectangular panels divided by narrow, painted, wood batten. A short hallway connects the kitchen to northernmost bedroom. In the hallway is a built-in wooden gun cabinet on one side and a storage cabinet on the other side.

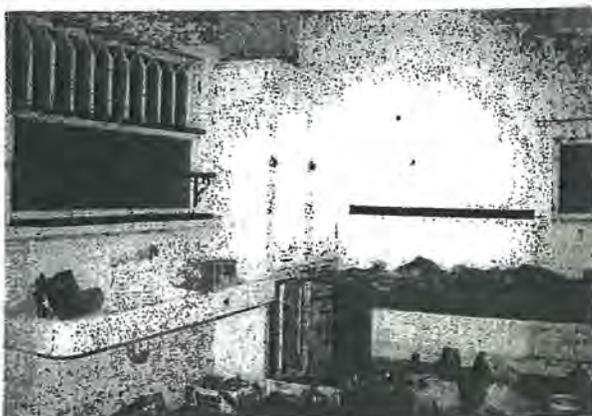
**SCREENED PORCH:** The screened porch is located at the north side of the kitchen. The walls are covered with a 1x8 painted wood shiplap siding and the ceiling finish is plaster. There is a utility sink and small work counter in the northwest corner of the room and a built-in wood cabinet at the southwest corner. A small, relatively modern water heater is located adjacent to the cabinet. Glazed, double-hung window sash have been inserted into the openings at the north wall. There is also an interior casement window, opening to the



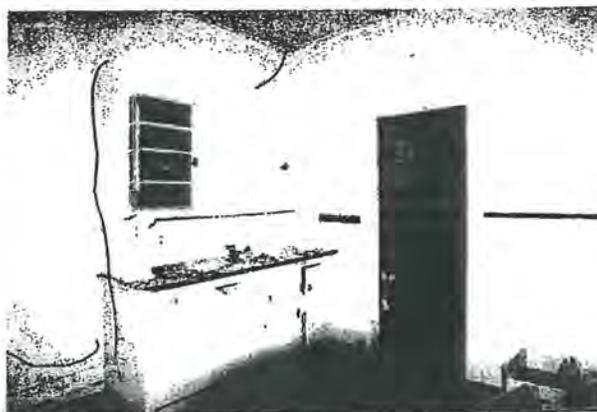
*Living Room Sconce, 2001*



*Living Room Chandelier, 2001*



*Kitchen, looking northeast, 2001*



*Kitchen, looking southwest, 2001*



*Screened Porch, looking northeast, 2001*

room, adjacent to the kitchen door. The flooring is 12"x12" vinyl composition tile over a wood subfloor.

**FRONT HALL:** To the east side of the entry is a short hallway containing a built-in storage cabinet and stair to the second story tower room. The cabinet, the stair and the wood base and casing trims match the other natural wood in the entry and living room. The stair has straight run with a single winding tread at the top. The walls and ceiling in this area are plaster, but have been damaged by roof leaks. The oak strip flooring is also severely damaged by water. The hall was once separated from the entry by a door, which is now missing.

**FRONT BEDROOM:** The front bedroom is the largest of the three bedrooms and the most ornately detailed. A group of three double-hung windows opens up to the entry porch and a long, narrow, fixed window is located high on the east side of the room. The walls are plaster but feature a regularly spaced, painted wood batten and wood picture rail to resemble paneling in the living room, except simpler in detail. All wood trim in this room is painted white, and the panels are covered with wall covering. The floor in this room is fir or Redwood flooring, and features a border design similar to the living room. The ceiling is plaster divided into a rectangular grid by narrow, painted wood battens. There is a closet, with a small double-hung window, in the northeast corner under the stair. Exposed electrical wiring for a wall-mounted light fixture (now missing) is located on the north wall adjacent to the door.

**BATHROOM:** To the north of the stair is the bathroom. It is a rectangular room with a single double-hung window at the east wall. The wall and ceiling finishes are plaster with a painted wood baseboard and a plate-rail-height horizontal wood banding. A cast iron tub/shower is located in an alcove with plastic wall panels at three sides. The sink is a small, wall-mounted, porcelain steel corner fixture. The floor is covered with sheet linoleum that is severely cracked and deteriorated. Exposed electrical wiring for a wall mounted light fixture (now missing) is located on the north wall above the sink.



*Front Hall, looking east, 2001*



*Front Bedroom, looking southeast, 2001*



*Bathroom, looking east, 2001*

**MIDDLE AND REAR BEDROOMS:** Two narrow, rectangular bedrooms are located to the north of the bathroom with a single door interconnecting the two rooms. Each room has a large closet on the west wall, which has become severely cracked from settlement. The middle room has a pair of double-hung windows facing east, while the rear bedroom has single double-hung windows facing east and another facing north. The floor in the middle bedroom is oak strip flooring instead of fir or Redwood flooring used in the rear bedroom. The ceiling in the middle bedroom is plaster that is divided into a rectangular grid by painted wood batten, similar to other rooms in the house, whereas the rear bedroom has uninterrupted plaster. Both rooms have a wood baseboard and picture rail, but the trim in the middle bedroom has been painted, whereas in the rear bedroom it has been left natural. The rear bedroom also has an additional closet in the southeast corner with a small window opening to the exterior.

**TOWER ROOM:** At the top of the front hall stairs is the tower room. This room features windows on all four sides that capture a panoramic view of Mt Diablo and the surrounding area. The purpose of this room is not entirely clear, but it may have once been a screened porch used for sleeping during the warmer months, a feature sometimes found in Craftsman homes. It does not have a closet, so it is unlikely that it was used as a permanent bedroom. The floor in this room is covered with shag carpeting and has a sheet flooring material below. The double-hung windows on the south and east sides of the room are not the original, segmented-arch openings shown in historic photographs, and the center window opening on the south side has been converted into a doorway access to the roof above the entry porch, but the date of these alterations is unknown. The windows on the north and west side of the room appear to be the original openings. The wood base and casings in this room are painted. There is a small attic access door below the northern window opening. The plaster ceiling is divided into a rectangular grid with painted wood battens, and has been damaged by water infiltration.

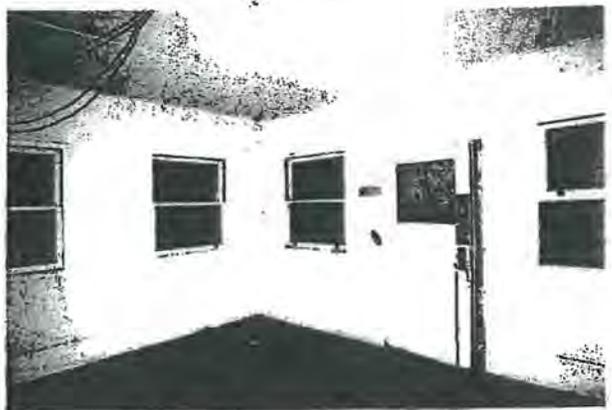
**CELLAR:** A small cellar located below the rear bedroom is accessed from the northern porch by



*Middle Bedroom, looking east, 2001*



*Rear Bedroom, looking east, 2001*



*Tower Room, looking southeast, 2001*



*Cellar, looking east, 2001*

an exterior wood stair. The walls of this room are battered concrete with a narrow band of plaster-covered wood framing above. The floor is a concrete slab. The ceiling is plaster with an exterior vent opening at the east side. An internal door opens into an excavated crawl-space containing a large gravity flow furnace. The excavated area of the crawl space is retained with wood posts and horizontal wood planks. Archeological reports regarding the property have noted that exploration had occurred in the basement of the Keller house and may be the reason for the wood retaining structures. It is reported that there is a skeleton partially visible in one of the cellar walls, but it was not found during the course of this investigation.

### Site

Although the landscaping around the house appears to have been largely neglected for the past decade or more, many features of the site remain from the historic period of significance. Elodia

Keller apparently loved plants and created an extensive flower garden on the west and south sides of the house. A picture in the Clayton Historical Museum shows Elodia Keller standing in front of a garden pond within a beautiful flower garden. The remains of this pond are still visible, though partially buried, to the west side of the house. The old roadway around the house has been asphalt-paved for parking on the south side, but returns to gravel as it continues around the house to the north through the area that was once the principal work-yard of the ranch. This area contains several out-buildings, including a granary, a work shed and a garage which all date from the historic period. These buildings have been moved from their original locations and may not demonstrate significance on an individual basis, but contribute to the overall historic character of the property. An arched concrete bridge crossing Mt. Diablo Creek that was built by the Kellers in the 1916 to handle heavier cattle-trucks coming to the ranch, also remains. The bridge is topped with three lower



*Remnants of garden pond, 2001*



*Outbuildings: (l to r) Granary, work shed, garage, 2001*



*Bridge over Mt. Diablo Creek, ca. 1940's*



*Bridge over Mt. Diablo Creek, 2001*

posts on each side with a simple metal rail spanning between. Each post is built with decorative stonework at the corners and cap, and contains a well that was once capped with a decorative stone, as shown in historic photographs.

### INTEGRITY

Today, the Keller House remains virtually unaltered from its original 1912 construction and retains much of its historic fabric. Although some of the outbuildings and archeological artifacts have been removed and some finishes damaged, the house remains principally as it was during the historic period of significance when the Keller Ranch was at the height of its operations. The Keller House preserves a glimpse of the lifestyle associated with a successful ranch and represents an important element of Clayton's history, frozen in time, for current and future generations to experience and to learn from.

### HISTORICAL VALUE

In order to be eligible for an historic register listing, a property must represent a significant part of history, architecture, archeology, engineering, or culture of an area, and it must have the characteristics that make it a good representative of the properties associated with that aspect of the past. Both the California Register and National Register criteria are similar and require that historic properties be shown to relate to one of the following:

A. **EVENTS:** A property must be associated with one or more events important in the defined historic context including an event marking an important moment in American prehistory or history, and a pattern of events or an historic trend that made a significant contribution to the development of a community, a State or the nation.

B. **PERSON:** A property associated with the lives of persons whose specific contributions can be identified and documented, and whose activities can be demonstrably important within a local, State, or national historic context.



*Keller Ranch House, west & south facades, 1978*

**C. DESIGN/CONSTRUCTION:** A property that embodies the distinctive characteristics of a type, period or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.

**D. INFORMATION POTENTIAL:** A property that has yielded, or may be likely to yield, information important in prehistory or history.

The Keller Ranch can be evaluated both in terms of its significance as a site associated with the prehistory of the local area, as well as its significance associated with the ranching, one of the community's early land uses. Since the Keller House is the primary focus of the City's preservation effort, evaluation of the significance within the context of Clayton's early land use is most appropriate. The Keller House is notable as a representative example of an early-twentieth century ranch house and an important local example of a Mission-style residence with the unusual incorporation of archeological objects from the underlying midden layers into its construction. By virtue of these characteristics, the complex may meet Criteria A and C of the Register's standards. The relevance of Criterion A arises because the house is associated with the ranching and farming theme which largely dominates the history of this rural-suburban area and is associated with "a historic trend that made a significant contribution to the development of a community." Criterion C applies to the architectural character of the house in that it "represents a significant and distinguishable entity whose components may lack individual distinction." There is the additional possibility the complex may be eligible under Criterion D due to the significance of the property as one of the county's largest undisturbed archeological sites that has "yielded, or may be likely to yield, information important in prehistory or history".

## REHABILITATION RECOMMENDATIONS

The Keller House has been vacant since the mid-1980's and has been vandalized and damaged as a result of its neglect. Currently the building is boarded up to prevent further vandalism, and is being used for storage. Successful preservation of the Keller House is dependant on determining an appropriate use for the property that requires minimal change to the character-defining features of the building and the site. Repairs to the building should avoid removal of historic fabric and alteration of features that characterize the property. Wherever possible, deteriorated features should be repaired rather than replaced. Additions or alterations to the historic building, where required, should be designed in a manner that differentiates the new and old and that are compatible with the historic architecture.

The following general recommendations are based on a visual inspection of the property with no testing or detailed analysis. Development of detailed plans and specification by qualified architectural and engineering consultants is required for a complete analysis of the scope of rehabilitation. All recommendations assume that the city will chose to follow the guidelines for rehabilitating historic buildings developed by the Secretary of the Interior.

### Structure

Settlement is the most significant structural problem observed. Settling has occurred in several locations, but is most pronounced below the east side of the house. The excavated crawl space area adjacent to the Cellar is partially filled with soil that has an unusually loose and soft character. The



*Excavated crawl-space, looking east, 2001*

wooden retaining walls in this area have partially failed allowing the soil to slump, possibly undercutting the perimeter foundation. Settlement is also visible at the chimney, which has cracked and appears to be tilting away from the structure, as well as in several other areas around the house. As a result of the settlement, cracking of the foundations, severe warping of the floors, and cracking of both interior and exterior plaster finishes has occurred. Investigation of the subsurface conditions by a geotechnical engineer is necessary to understand the causes of the settlement and to assist in the development of a solution to mitigate this issue.

Although one and two-story wood-framed structures are considered to be relatively safe in earthquakes, the house does not appear to have adequate lateral load-resisting capacity to minimize the potential for severe damage during a major earthquake. My recommendation for structural rehabilitation of the Keller House will depend largely on a detailed structural assessment by an engineer familiar with historic wood-frame construction. The State Historic Building Code allows architects and engineers to evaluate archaic building materials to determine a building's structural performance rather than follow current prescriptive building code provisions. At a minimum, the scope of structural work should include proper support of the excavated crawl space area, mitigation of settlement problems, anchoring the structure to the foundations and lateral bracing of the crawl-space framing. If additional structural improvements to help minimize the potential for damage can be accomplished without the extensive destruction of historic fabric, these are also recommended. A change in the building's occupancy classification is likely to trigger requirements for additional structural work, but the degree depends on the intended use and on the building official's willingness to accept reasonable compromises to current design standards.

### **Exterior Shell**

The exterior finishes of the house are generally deteriorated and in need of repair. Cracking of the stucco is visible wherever settlement or shifting

of the structure has occurred, and is most severe along the eastern façade. These cracks in the stucco allow a path for moisture to enter the building and may have caused rot to develop in some of the wood framing. The paint finishes covering exterior woodwork are now almost completely gone, exposing the wood to the elements. The wood window sash and wood doors are boarded up and therefore difficult to examine, but appear to be deteriorated, inoperable, and in several cases, vandalized and broken. The stone masonry is generally in good condition except for a few small locations where the stone is missing. The stone column supporting the pergola is in good condition, but the archeological artifacts at the south side of the column, as well as those at either side of the concrete stairs to the southern porch, are missing.

Rehabilitation of the Keller House should include the repair and refinishing of all exterior surfaces, windows and doors. Since the amount of historic fabric remaining is very high, an effort should be made to salvage these materials and repairing them for reuse. In areas where cracking of the stucco has occurred, investigation of the underlying wood framing for rot is advised. Where advanced deterioration has occurred, or where historic elements are missing or damaged beyond repair, replacement of these elements in kind is the recommend. In the cases where historic photographs reveal that the current building condition is not original, as with the window openings in the tower room, it must be determined if these changes took place during the historic period of significance and therefore may have acquired significance in their own right. If it can be shown that these changes are not significant, then reconstruction of the feature based on historic photographs is recommended.

Failure of the roofing assembly(s) is evident throughout the interior where water infiltration has caused plaster finishes to fall to the floor. The clay roof tile shows evidence of past repairs, but many missing and damaged tiles remain. The built-up tar and gravel roofing at the flat portions of the roof appears to be in serviceable condition, but evidence of interior water-damage in the ar-

eas adjacent to the roof drains indicate roof failure at these penetrations. The wood framing in the attic appears to be adequate to support the roofing assemblies, but lacks ventilation. The eaves all show signs of weathering, and many of the rafter tails are split and deteriorated at the exposed ends. The sheet metal gutters and downspouts are in poor condition.

Since most the roof tiles are original and appear to be in sound condition, My recommendation would be to remove the tile and provide a secondary layer of water protection before reinstalling the tile to match the original construction. This approach prevents wind-driven rain from getting under the tile and penetrating into the interior, and also allows for better seismic attachment of the historic tiles. To facilitate roof repairs, a stash of replacement roof tiles was found in the cellar. New roof drains and overflow drains should be provided and flashed into the built-up roofing assembly. Roof ventilation should be added in a visually unobtrusive manner. New gutters and downspouts, matching the historic material and profiles, are also recommended. The downspouts should be tied into a subsurface drainage system to prevent moisture problems under the house.

### Interior

The interior layout appears to be mostly unaltered from its original construction with the principal layout of rooms and openings intact. Extensive moisture damage has destroyed some of the interior finishes while settlement has damaged others, but many of the historic finishes remain. My recommendation is to find a compatible use for the building that preserves the interior room con-



*Water damage in Entry, facing east, 2001*

figuration and the historic character. This includes retaining and preserving interior finishes that help define the Craftsman style. Flooring, baseboards, wall paneling, plaster, fireplace, stairs, casings, doors, hardware and other character-defining features should be repaired and protected. Inappropriate modern finishes, such as the vinyl tile and shag carpeting, should be removed and replaced with materials that are compatible with the historic character. Where modernization is required, it should be done in a way that minimizes the impact on the historic character and finishes. Depending on the building's occupancy, these alterations may include an accessible entry and accessible toilet facilities, fire safety devices, exit signage, and other code required upgrades. These should all be provided in a manner that minimizes impact on the historic character. Lead paint, asbestos and other hazardous materials should be identified and removed or contained wherever possible.

Although it is not readily apparent, evidence of a skylight in the entry area is very strong with the roof curb and interior finishes remaining in the attic. The concrete fill in the center of the Entry floor also suggests that there is something beneath, but further investigation of these features is recommended before restoration is undertaken. In addition to the physical evidence, historic photo documentation of this room would help avoid recreation of these features based on speculation. If no additional information can be found, a new design that is compatible with the historic character of the building can be developed, or these features can remain covered.

### Systems

The heating system is a large gravity flow furnace with ducts to the ground floor rooms. The system is old, inefficient and does not appear to be functional. Insulation used in this system may also contain asbestos. My recommendation is to remove and replace the furnace and ductwork with modern forced air system that provides both heating and air conditioning. The existing wall registers should be reused wherever possible.

The condition of the building's plumbing system

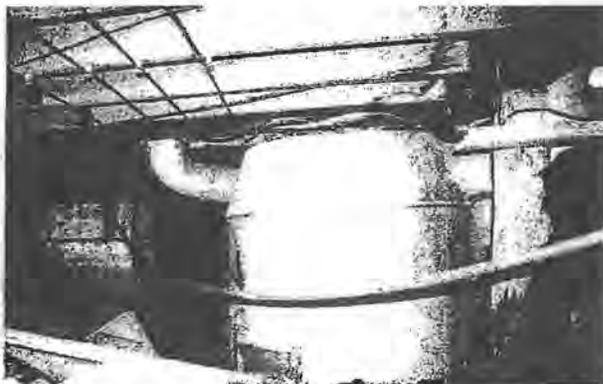
was not checked because the water service has been turned off, and many existing fixtures are not in good repair. The existing septic system is old and inappropriate for an archeological site. Based on the materials and conditions observed, my recommendation is to replace the plumbing system wherever pipes are accessible. A new waste line will need to be installed and connected to the nearest sewer, probably located in the adjacent maintenance yard. The underground portion of this work will have to be carefully monitored due to the archeological significance of the site.

The electrical system in the house is a knob-and-tube style with the fuse panel located in the exterior toilet room. A meter panel and several other electrical switches and panels have been added more recently, but all power to the house has been disconnected. The original light fixtures of the house are mostly missing with the notable exception of the Living Room where two Craftsman chandeliers (one has fallen) and two wall sconces remain. The Entry also has two of the four original wall sconces remaining. Other lighting throughout the house is typically a single pendant-mounted bare lamp located in the center of the room. My recommendation is to have an electrical engineer make a detailed survey of the existing house and design a new electrical system to adequately provide for the proposed building occupancy. This system will include a new service connection and meter panel. The existing knob-and-tube wiring should be inspected and reused wherever possible. This can safely be accomplished by reducing cir-

cuit loads to minimize the overheating of the old wire insulation. The original lighting should be repaired and preserved, and new lighting should be provided that is compatible with the historic character of the house.

### Site

Site development for historic properties must be planned in a manner that addresses the overall character of the setting and preserves the relationships between the historic building and the site. In the case of the Keller House, the site was both functional for the working cattle ranch, and aesthetic for the comfort and enjoyment of the residents. Both of these elements should be addressed in the rehabilitation of the site. Given the photo documentation of the flower garden and the remnants of the pond dating from the historic period, I recommend that the landscape in these areas be recreated in the manner shown in the photographs. Other landscape areas can be developed to be compatible with the historically documented areas. In addition, several trees next to the house that are impacting the building's foundation should be removed. The work yard area behind the house should be preserved as open space, and reuse of the outbuildings is recommended. There may also be opportunities for new outdoor functions and buildings. These should be handled in a manner compatible with the character of the site, and the original design and layout of the outbuildings around the work yard.



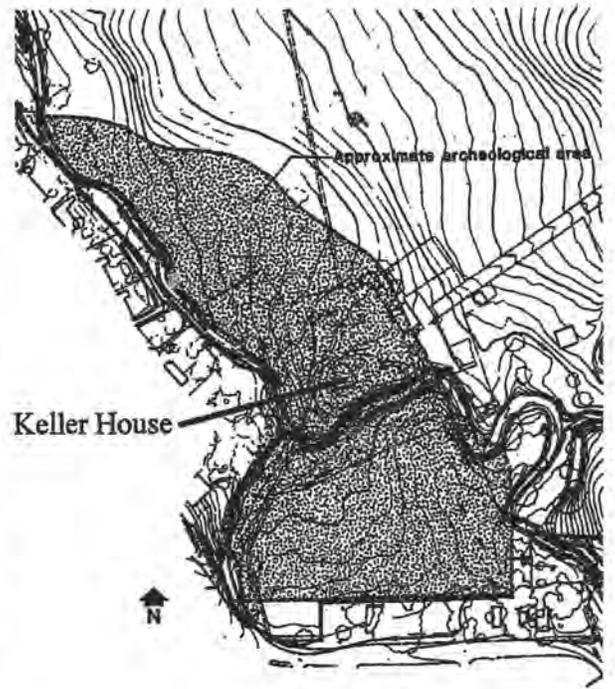
*Furnace in crawl-space, facing south, 2001*



*Elodia Keller in south garden, 1941*

The concrete bridge provides the only vehicular access to the site. Since this bridge contributes to the historic significance of the site, I recommend that it be retained and preserved. A detailed analysis of this bridge by a structural engineer is necessary to verify that it is capable of carrying the required loading of emergency vehicles. If not, structural improvements or an alternate means of accessing the site will be required. The railings on the bridge do not comply with code and are potentially unsafe. I recommend leaving the historic railings in place and installing additional guardrails to correct this problem.

The archeological aspect of the site may be the most difficult problem in the rehabilitation of the Keller House. The midden layers that archeologists believe make up the entire site should not be disturbed. My general recommendation is to provide additional fill soil over the midden layers to protect them from being disturbed, but radically changing the grade around an historic building is not recommended due to the potential for drastically altering the building's relationship to the site. Preservation and construction of the roadways, parking, landscaping, and many of the other site improvements can be accomplished using a minimal amount of fill soil, but correction of the settlement issue, and installation of a sewer and storm lines will almost certainly disturb the midden layers. Mitigation of this issue may involve having the proposed locations for this work excavated by archeologists prior to involvement by the building contractor.



10-6  
Archeological Site Map

## **CALIFORNIA HERITAGE FUND GRANTS PROGRAM**

*(Copied from the State of California Web Site: <http://ohp.parks.ca.gov/grants/bond2000.htm>)*

The sum of \$8,506,000 will be soon available as competitive statewide grants for the acquisition, development, rehabilitation, restoration, and interpretation of historical and archeological resources in California. The Office of Historic Preservation is currently preparing an application package for distribution to the general public sometime in late spring, 2001. The Office of Historic Preservation anticipates that the grant funds will be allocated in two grant cycles. The first grant cycle will be in late 2001 and a second cycle in 2002.

### **ELIGIBLE PROPERTIES AND APPLICANTS**

Historical resource preservation projects are eligible for grant funds. The California Heritage Fund defines a historical resource preservation project as "an historical resource that is listed, or formally determined eligible for listing, in the National Register of Historic Places or the California Register, or designated as a historical landmark or point of historical interest." Historical landmark and point of historical interest are defined as State Historical Landmarks and State Points of Historical Interests.

Grant funds in the California Heritage Fund shall be available statewide on a competitive basis to cities, counties, districts, local agencies formed for park purposes, and nonprofit organizations. A nonprofit organization is eligible if the "nonprofit organization is a private, nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code, that has, among its principal charitable purposes, the preservation of historic resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities". The 2000 Park Bond Act specifies that federally recognized California Indian tribes may apply for these grants.

Please note: California Heritage Fund statutes exclude funding of private properties.

### **SELECTION CRITERIA**

As defined in the California Heritage Fund, criteria for the selection of projects shall include, but not be limited to, all of the following:

1. The project is representative of the concerns and needs of a broad range of constituencies or an underrepresented constituency.
2. The proposal considers aspects of the broad political, social, and economic issues of the present and their implications for the future preservation of historical resources.
3. The project effectively links historical resources preservation issues and concerns with other public policy areas.
4. The project strengthens and fosters the role of local communities in historical resources preservation issues.
5. The project supports and enhances the capacity of public policy planning processes to accommodate historical resources preservation issues and concerns.

6. The project enhances the historic preservation program of certified local governments, as defined in subdivision (b) of Section 5020.1, (Public Resources Code) and is consistent with the support of the Office of Historic Preservation's Certified Local Government programs.

#### **MATCHING FUND**

The California Heritage Fund mandates that a grant may not exceed the lesser of one million dollars (\$1,000,000) or 50 percent of the cost of the project. The Office of Historic Preservation shall adopt guidelines, subject to the approval of the State Historical Resources Commission, for determination of the amount of matching funds required, if any, for a grant.

#### **PUBLIC OUTREACH AND PROGRAM SCHEDULE**

The Office of Historic Preservation intends to conduct several regional workshops and public meetings to provide information on the grants application procedures and deadlines. Information on the grants program shall be distributed to various preservation organizations for publication in their newsletters.

It is anticipated that draft language of the application materials shall be available by late spring 2001 and the grant applications will be due in fall 2001 and in summer 2002.

#### **INFORMATION ON THE DEPARTMENT OF PARKS AND RECREATION 2000 PARK BOND ACT GRANT FUNDS**

Historic preservation projects with a recreational component or use may qualify for other funds designated for local agencies by the bond act. The bond measure allocates several million dollars to cities, counties, and special districts for local assistance projects to be administered by the California Department of Parks and Recreation. These local assistance funds may also be dedicated to the acquisition, development and rehabilitation of historic properties by local entities for projects with recreational values. The bond identifies:

A sum of \$188,930,000 for the Roberti-Z'berg Harris Urban Open Space and Recreational Grant Program for the acquisition, development, rehabilitation, and restoration of parks and recreation areas and facilities. Contact: Michael Seaman - (916) 651-8577 - mseam@parks.ca.gov

A sum of \$7,675,000 for the Urban Recreational and Cultural Centers, Museums, and Facilities for Wildlife or Environmental Education Grant Program. Public Resources Code, Division 5, Chapter 1.692, Section 5096.310 (I) provides grant funding "for projects that combine curation of archeological, paleontological and historic resources with education and basic and applied research and that emphasize specimens of California's extinct prehistoric plants and animals." Projects may interpret one or more important California historical, cultural, economic or resource themes or an important historical, cultural, economic, technological, or resources theme in a major region of California. Higher priority shall be assigned to projects whose themes are not interpreted in any existing museum or have demonstrable deficiencies in their presentation in an existing museum. Contact: Steve Kahn - (916) 651-6732 - skahn@parks.ca.gov

Information about these and other 2000 Park Bond Act Grant Programs that are managed by State Parks may be viewed at <http://parks.ca.gov/grants/index.htm>

General inquiries may be sent to:

Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 94296-0001  
[localservices@ohp.parks.ca.gov](mailto:localservices@ohp.parks.ca.gov)

#### OTHER FUNDING SOURCES FOR HISTORIC PRESERVATION OF REAL PROPERTY

Information about other grant programs for historic preservation of real property may be found at the following web addresses:

Getty Grants to Conserve the Architectural Heritage of Los Angeles (Only for historic properties in Los Angeles County) <http://www.getty.edu/grant/preservela/>

Community Development Block Grant (CDBG) Entitlement Communities Program (Contact your local community development department) <http://www.hud.gov/progdesc/cdbgent.html>

Save America's Treasures (Federal funds for nationally significant properties) <http://www.saveamericastreasures.org>

## QUALIFYING FOR THE CALIFORNIA REGISTER

### STATE HISTORIC RESOURCES LISTING

A historical resource may be listed in the California Register if it meets any of the following criteria: (1) it is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; (2) it is associated with the lives of persons important in California's past; (3) it embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic value; or (4) it has yielded or is likely to yield information important in prehistory or history. The Register includes properties which are listed or have been formally determined to be eligible for listing in the National Register, State Historical Landmarks, and eligible Points of Historical Interest. Other resources require nomination for inclusion in the Register. These may include resources contributing to the significance of a local historic district, individual historical resources, historical resources identified in historic resources surveys conducted in accordance with SHPO procedures, historic resources or districts designated under a local ordinance consistent with Commission procedures, and local landmarks or historic properties designated under local ordinance.

An individual resource, district, or local landmark may be nominated for inclusion in the Register by a resident, a landowner, or a local government. The Commission will review each request, after providing the opportunity for affected property owners, local agencies, and interested persons to comment on the proposed listing, before determining whether to include the resource on the Register (Section 5024.1). If the local government objects to the nomination, the Commission must make supportive findings for any listing. Nominations for which there is owner objection will not be placed in the Register, but may nonetheless be listed as eligible.

### PROCEDURES FOR REGISTRATION

1. Obtain application manual and instructions from the Office of Historic Preservation.
2. Complete application, including all necessary supplemental forms, according to instructions.
3. Notify the clerk of the local government in whose jurisdiction the resource is located by certified mail that an application will be filed with OHP and request that the local government provide written comments. The notification must include a copy of the application.
4. Upon receiving written comments from the local government or ninety days after sending notification to the local government (whichever is sooner), the applicant forwards the completed application and any comments to OHP.
5. Within 30 days, OHP staff will ensure that the application is complete and will send notification to the property owner (if the applicant is not the property owner). When the application is complete and the resource owner has been notified, the application will be scheduled on an agenda of the SHRC for action.

Note: A nomination does not require owner consent in order for the resource to be listed, but it cannot be listed over an owner's objections. The SHRC can, however, formally determine a property eligible for the California Register if the resource owner objects.

## QUALIFYING FOR THE NATIONAL REGISTER

*(Copied from the National Park Service Web Site: <http://www.cr.nps.gov/nr/listing.htm>)*

### CRITERIA FOR EVALUATION

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of persons significant in our past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That have yielded or may be likely to yield, information important in prehistory or history.

### CRITERIA CONSIDERATIONS:

Ordinarily cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- b. A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or
- d. A cemetery which derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
- g. A property achieving significance within the past 50 years if it is of exceptional importance.

## LISTING A PROPERTY

Properties are nominated to the National Register by the State Historic Preservation officer (SHPO) of the State in which the property is located, by the Federal Preservation Officer (FPO) for properties under Federal ownership or control, or by the Tribal Preservation Officer (TPO) if the property is on tribal lands. Ordinarily, State nomination forms are prepared by private individuals or the staff of the SHPO. These nomination forms are then submitted to a State review board, composed of professionals in the fields of American history, architectural history, architecture, prehistoric and historic archeology, and other related disciplines. The review board makes a recommendation to the SHPO either to approve the nomination if, in the board's opinion, it meets the National Register criteria, or to disapprove the nomination if it does not.

During the time the proposed nomination is reviewed by the SHPO, property owners and local officials are notified of the intent to nominate. Local officials and property owners are given the opportunity to comment on the nomination and owners of private property are given an opportunity to object to or concur with the nomination. If the owner of a private property, or the majority of private property owners for a property or district with multiple owners, objects to the nomination, the SHPO may forward the nomination to the National Park Service for a determination of eligibility. Without formally listing the property in the National Register, the National Park Service then determines whether the property is eligible for listing. If the property is eligible, the Advisory Council on Historic Preservation must be afforded the opportunity to comment on any Federal project that may affect it.

If the review board and the SHPO agree on the eligibility of the property (and the owner has not objected to the nomination), then the nomination is forwarded to the National Park Service to be considered for listing.

## SOURCES

- (1) From CCC Historical and Biographical Historic Record Co., Los Angeles, CA 1926, pp. 934 and 935.
- (2) Historical Information about Joel Clayton's House from an interview with Iola Christy, March 1976, Clayton Historical Museum. (Iola Christy was married to Neff Edwin Christy, nephew of Charles Henry Keller).
- (3) Clayton Heritage Preservation Task Force Report, September 1994, pp. 9 and 10.
- (4) Notes from Iola Christy regarding the Joel Clayton ranch, 1976, Clayton Historical Museum.
- (5) Letter from Iola Christy to Nan Wallace, date unknown, Clayton Historical Museum.
- (6) WPM Incorporated, Environmental Impact Report for the Oakhurst Project, September 1986.
- (7) Contra Costa County Recorder's Office (Martinez), Book of Deeds, vol. 14, p. 143; vol. 624, p. 270; vol. 654, p. 285; vol. 2770, p. 131; vol. 6675, p. 019; vol. 08794, p. 106.
- (8) Virginia & Lee McAlester, A Field Guide to American Houses, published by Alfred A. Knopf, 1984.
- (9) U.S. Department of the Interior, National Parks Service, The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings, 1992.
- (10) Brooks Kuehl, "Keller History Reads Like Tale of the West," Concord Transcript, 5 October 1977.
- (11) Randall Milliken, An Ethnographic Study of the Clayton Area, Contra Costa County, California, pp.18-19.
- (12) Historical Records, John Henry Keller, Clayton Historical Museum.
- (13) Gustav Stickley, Craftsman Homes, Architecture & Furnishings of the American Arts and Crafts Movement, Dover Publications, Inc., 1979.
- (14) The Elements of Style: A Practical Encyclopedia of Interior Architectural Details, from 1485 to the Present, Stephen Calloway, general editor, Elizabeth Cromley, American editor, published by Simon & Schuster, 1991.
- (15) J. Henry Chambers, Cyclical Maintenance for Historic Buildings, published by the Interagency Historic Architectural Services Program, U.S. Department of the Interior, Washington, 1976.
- (16) Notes from meeting with members of the Clayton Historical Society, April 2001.
- (17) Naphtali H. Know & Associates, Inc., Specific Plan for the Clayton Town Center, 1990, pp. 13, 14, 37, 38, 59, V-20, V-23.
- (18) Larry Seeman Associates, Draft Environmental Impact Report Supplement, Keller Ranch, 1983.
- (19) Notes obtained from Mrs. Keller by J.A. Bennyhoff, October 21, 1952, Clayton Historical Museum.



*Pillar marking entry to Keller Lane, 1967  
The pillar is now at the Clayton Historical Museum*

**ATTACHMENT B**

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DPR 523 Record (Original and Update)

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

Page 1 of     

UPDATE: Jeremy Adams, ECORP Consulting, 2525 Warren Drive, Rocklin, CA. 2015. Date: 11/18/2015

This record serves as an update to the original record for the Keller Ranch Property (P-07-00105). In 2015, ECORP was retained to assess the current state of integrity of the outbuildings (granary, work shed, and garage) on the Keller Ranch and to assist in a determination of whether they remain eligible for inclusion in the California Register of Historical Resources (CRHR) as components of the historical Keller Ranch located in the City of Clayton. This record serves as an update to the three outbuildings located on the Keller Ranch Property.

In December 2001, the State Historical Resources Commission (Commission) determined the Keller Ranch, located at 6015 Heritage Trail in the City of Clayton (City), to be a Historical Resource as defined by CEQA and voted to list it in the California Register of Historical Resources (CRHR). The Keller Ranch resource is defined as containing the primary Keller House and ancillary structures including the granary, work shed, garage, and concrete bridge. These properties were determined to be eligible for the CRHR under Criterion 1 of the CRHR for the period of 1910 to 1954 for their association with cattle ranching and industry important in local and regional history. In addition, the primary Keller House and concrete bridge were determined also eligible under Criterion 3. An archaeological site (CA-CCO-222), located on the property on which the Keller House and other buildings exist, was determined eligible under Criterion 4. The Commission's determination was based on the description of the resource and statement of significance provided in a 2001 nomination prepared by Thomas Saxby, AIA, at the request and on behalf of the City (the applicant and owner of the resource).

ECORP architectural historian Jeremy Adams completed a records search, additional archival research, and a field visit to the Keller Ranch property to record the current state of integrity of the outbuildings on November 18, 2015. The site visit included data gathering to generate a description of the outbuildings and photographic documentation of the changes to the buildings and their immediate surroundings since the 2001 assessment by Saxby. During the field visit, Mr. Adams walked the entire perimeter around the outbuildings and Keller House, as well as carefully inspected the interior of each of the buildings. Notations were made regarding the state of the outbuildings including the remaining materials physically connected to the buildings and any workmanship present. In addition, ECORP assessed the significantly reduced setting of the Keller Ranch as a whole including the location of the outbuildings on the property.

### **Updated Integrity Assessment of the Granary**

The granary is currently dilapidated and has lost many of its physical components from when it was recorded by Saxby in 2001. It no longer retains a great majority of its original wood-plank siding and the foundation is severely deteriorated, causing the frame to be unstable. Though not noted by Saxby in 2001, the corrugated metal roof is not original to the building and clearly has a date stamp of 1971 (modern period). Many of the square-cut nails and original hinges noted by Saxby have been removed from the siding of the building leaving mostly more modern round-cut nails. The interior has received graffiti and other vandalism not noted in 2001 by Saxby, resulting in the destruction of many components of the flooring, interior walls, frame, and removal of many metal hinges, nails, or support joists. The mortise and tenon interior beam remains intact, but the supporting frame has some dry rot and other molding which appears unstable.

The granary has not served any utility or function for the Keller Ranch for many decades. In addition, only through review of information in the archival record is it apparent that the building served as a granary, as many of the

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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components which would have given it distinction as a granary no longer exist. A granary is designed as a storehouse for grain or animal feed. As such, granaries typically are built on elevated foundations to deter rodents and need to have moisture control elements such as intact walls, windows, and doors. This granary was moved in 1988 from its original location and foundation and was set resting on the ground near the Keller Ranch linearly placed between the work shed and the main Keller House. It no longer has the distinct raised foundation on which it was likely originally built. There is a slightly elevated gap beneath the floor and the frame on the ground, but the frame appears to have previously been set on a different foundation. In addition, many of the walls are destroyed leaving only framing in many areas and all windows and both doors are completely removed. When recorded in 2001, many of the walls remained intact and the interior was largely in good condition with existing metal components, square-cut nails, hinges, and other physical features. Overall, the granary no longer retains integrity of location, setting, or feeling as it was moved from its original location and no longer functions as a granary on a working ranch. It also does not retain integrity of design, materials, or workmanship as much of this has been lost due to severe deterioration and vandalism in the building over the past decade. Lastly, the building no longer retains integrity of association with the Keller Ranch. Though the building remains on the reduced Keller Ranch property adjacent to the main Keller House, it has not served any significant function with the Keller Ranch in many decades and is missing all significant components which used to identify it as a granary. Its documentation in the historical record may remain intact, but its deteriorated physical components have reduced its appearance and association as a functioning component of the Keller Ranch, causing it to no longer retain clear significant association with the ranch.

### **Updated Integrity Assessment of the Work Shed**

The work shed has deteriorated significantly since it was recorded in 2001. Much of the vertical wood plank siding, which was nearly fully intact in 2001, has been removed or is broken throughout the entire exterior of the work shed. The roof is partially missing with much of the wood frame also broken or destroyed throughout the building. As with the granary, the remaining corrugated metal roof has a date stamp of 1971 and therefore is modern, although this was not noted by Saxby in 2001. The vertical wood plank door of the work shed as seen in Saxby's 2001 record has been replaced with a modern plywood board serving as a door. The work shed has also received graffiti and vandalism on the interior and exterior.

The work shed has not served any utility or function for the Keller Ranch for many decades. The work shed was moved in 1988 from its original location and was set resting on the ground near the Keller Ranch house between the granary and garage. Overall, the work shed no longer retains integrity of location, setting, or feeling as it was moved from its original location and no longer functions as a work shed for a working ranch. It also does not retain integrity of design, materials, or workmanship as much of this has been lost due to severe deterioration and vandalism in the building over the past decade. Lastly, the building no longer retains integrity of association with the Keller Ranch. Though the building remains on the reduced Keller Ranch property adjacent to the main Keller House, it has not served any significant function with the Keller Ranch in many decades. It is also missing many of its original components, some of which have been replaced with modern materials including plywood and corrugated metal. Its documentation in the historical record may remain intact showing it was a minor component of the working ranch, but its deteriorated physical components have reduced its appearance and association as a functioning component of the Keller Ranch, causing it to no longer retain clear significant association with the ranch.

## CONTINUATION SHEET

Property Name Keller House Outbuildings  
Page 3 of     

### Updated Integrity Assessment of the Garage

The garage has severely deteriorated over the past decade since it was recorded in 2001. Though it remained largely intact when it was recorded by Saxby, a significant amount of the exterior vertical wood-plank siding has been removed or broken. As with the granary and work shed, the corrugated metal roof of the garage also contains a date stamp for 1971 which was not noted by Saxby in 2001. Many of the metal hinges were forcibly removed, likely as a result of vandalism, and the electrical components have also been tampered with and destroyed. The interior framing appears heavily dry rotted and mold has stripped the paint throughout. Though much of the northern wall remains intact, the majority of the wood planking is extremely weathered. In addition, it is apparent that squirrels, woodpeckers, and other animals have used the vacant building as there are rodent holes on the interior floor and other indications of animal habitation. Also, Saxby originally identified the garage as containing characteristics of the Craftsman style of architecture. Saxby noted the exposed rafters as characteristic of that style. Though exposed rafters are common among Craftsman style buildings, the corrugated metal roof of the garage that rests on the rafter beams is modern and is not original. It is unclear whether the original roof covered those rafters or not; they may have not originally been exposed. In addition, the roof is hipped and the form is square, neither of which are Craftsman-style elements. The building possesses no other characteristics of the Craftsman architectural style. Saxby also noted that there were rolling door tracks above the garage opening which are no longer present. He also noted that a shed may have been attached to the garage at one point, but is now missing. No indicators of an attachment point for a shed remain on the garage building.

The garage has not served any utility or function for the Keller Ranch for many decades. The garage was moved in 1988 from its original location and was set resting on the ground near the Keller Ranch house on the northern side of the work shed and granary. Overall, the garage no longer retains integrity of location, setting, or feeling, as it was moved from its original location and no longer functions as a garage for a working ranch. It also does not retain integrity of design, materials, or workmanship as much of this has been lost due to severe deterioration and vandalism in the building over the past decade. Lastly, the building no longer retains integrity of association with the Keller Ranch. Though the building remains on the reduced Keller Ranch property adjacent to the main Keller House, it has not served any significant function with the Keller Ranch in many decades. It is missing many of its original components, some of which have been replaced with modern materials including corrugated metal. Its documentation in the historical record may remain intact showing it was a minor component of the working ranch, but its deteriorated physical components have reduced its appearance and association as a functioning component of the Keller Ranch, causing it to no longer retain clear significant association with the ranch.

### Additional integrity considerations that were not assessed by Saxby in 2001

Removal of the outbuildings would have little to no significant effect on the historical significance of the Keller Ranch. The original Keller Ranch was made up of a combination of its components that included the primary Keller Ranch house, two large barns, a granary, a chicken coop, a small stable, a bunk house, a work shop, a garage, and other storage buildings. Nearly all of these components have been destroyed and the ranch property reduced to a small City-owned parcel. The remaining outbuildings were moved and placed in a row on the remaining property adjacent to the main Keller House in an attempt to keep them intact. The main Keller House remains in very good condition and appears as it did during its period of significance (1910 to 1954). It is still strongly recognized in the community as the historical Keller House. In addition, the concrete bridge also remains intact and is currently in

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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use. Overall, those two primary components strongly represent the Keller Ranch property with or without the dilapidated outbuildings. In contrast, however, the majority of the original structures that existed on the larger Keller Ranch no longer exist, making it extremely difficult to recognize these outbuildings as originally part of a larger functioning system.

Lastly, in support of the nomination of the Keller Ranch to the CRHR in 2001, the Clayton Historical Society submitted a letter of support. In that letter the Clayton Historical Society states that they support "the nomination of the Keller House, located in Clayton, California, to the State Historic Register." They continue by providing supporting information about the importance the Keller House played in the community. They described the Keller House as "a significant and integral part of the important cattle ranching period in Clayton" and requested that it "should be preserved as a superb example of a lovely country home and the residence of an important ranching family." Overall, the Clayton Historical Society concluded that "an important part of history would be lost if the Keller House is not preserved." In this letter of support, the Clayton Historical Society did not mention the three outbuildings in any way. The focus of the letter from the Historical Society was for nomination of the Keller House itself, with no mention of other built features associated with the property as having the same level of historical importance to the community as the main Keller House. This is consistent with the available archival information about the historical resource.

### Results

As a result of the updated integrity assessment that included a records search, archival research, and a field visit, the outbuildings (granary, work shed, and garage) appears to no longer retain sufficient physical and associative integrity for listing on the CRHR under Criterion 1. The buildings are in a severely deteriorated state, much worse than their condition when recorded and evaluated by Saxby in 2001. The lack of remaining significant physical components of the outbuildings, including their linear placement on the property and failure to retain strong associative qualities, cause them to no longer convey the significance of the historical Keller Ranch.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Google Earth Image of the Keller Ranch Property.



Photograph of the outbuildings (from left to right: garage, work shed, and granary) taken during field visit in November, 2015.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings  
Page 6 of     



Photograph of the granary and work shed taken in 2001 by Saxby



Photograph of the granary and work shed taken in November, 2015 by ECORP

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Scanned image of a photograph of the garage taken in 2001 by Saxby



Photograph of the garage taken in November, 2015 by ECORP

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Photograph of granary outbuilding exterior, taken during field visit in November, 2015.

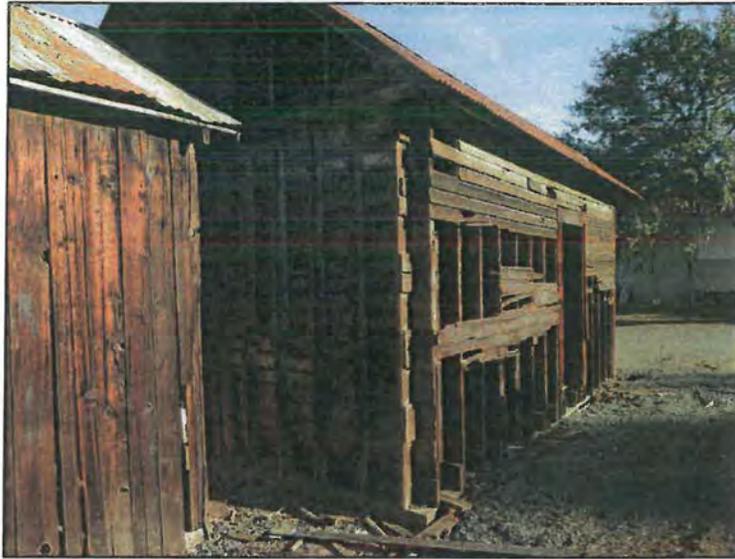


Photograph of granary outbuilding exterior, taken during field visit in November, 2015.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Photograph of granary outbuilding exterior (western facing wall), taken during field visit in November, 2015.

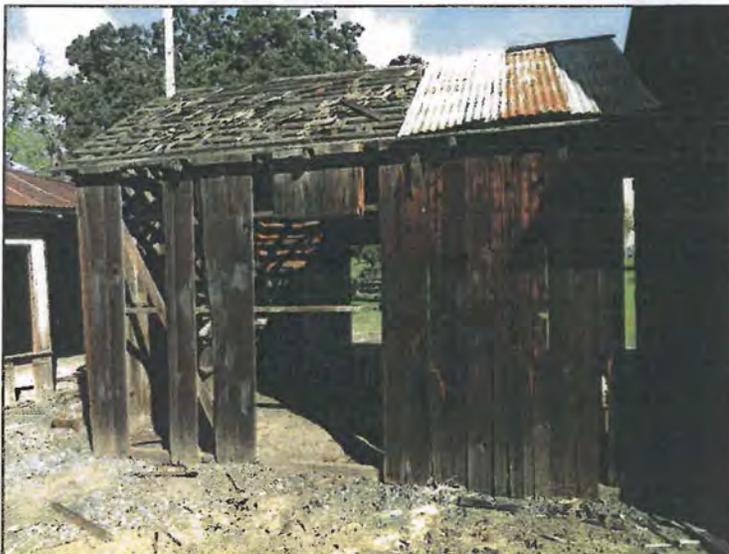


Photograph of granary outbuilding interior, taken during field visit in November, 2015.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Photograph of work shed outbuilding exterior (western facing wall), taken during field visit in November, 2015.



Photograph of work shed outbuilding exterior (western facing wall), taken during field visit in November, 2015.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Photograph of work shed outbuilding exterior, taken during field visit in November, 2015.



Photograph of work shed outbuilding interior, taken during field visit in November, 2015.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Photograph of garage outbuilding exterior (northern facing wall), taken during field visit in November, 2015.



Photograph of garage outbuilding interior, taken during field visit in November, 2015.

## CONTINUATION SHEET

Property Name: Keller House Outbuildings

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Photograph of garage outbuilding interior, taken during field visit in November, 2015.

State of California -- The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # P-07-000105

HRI# \_\_\_\_\_

Trinomial CA-000-222/H

NRHP Status Code \_\_\_\_\_

Other Listings  
Review Code \_\_\_\_\_

Reviewer \_\_\_\_\_

Date \_\_\_\_\_

RECEIVED  
OCT 8 2001

Page 1 of 27 \*Resource Name or #: (Assigned by recorder) Keller Ranch House

P1. Other Identifier: \_\_\_\_\_

\*P2. Location:  Not for Publication  Unrestricted

\*a. County Contra Costa and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad Clayton Date 1994 (#4642) 11N; R 1W; SE 1/4 of SE 1/4 of Sec 11; 394 B.M.

c. Address 6015 Heritage Trail City Clayton Zip 94517

d. UTM: (Give more than one for large and/or linear resources) Zone (10, 593340 mE/ 4200070) mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) (593700mE/4199850mN)  
A.P.N. 118-370-006 (595570mE/4199640mN; 593800mE/4199650mN)

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The Keller Ranch House is a single story wood-framed building with a second story tower. In style, the house is eclectic, featuring both the Mission style that is commonly associated with California from 1890 to 1920, and the Craftsman style common during the period from 1905 to 1930. Identifying features associated with the Mission style include the red tile roof covering, the wide overhanging open eaves, a porch roof (SEE CONTINUATION SHT. NO. 2)

\*P3b. Resource Attributes: (List attributes and codes) (HP2) single family property, (SEE CONT. SHT. 4)

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)



P5b. Description of Photo: (view, date, accession #) west & south

facades, facing north, c.2001

\*P6. Date Constructed/Age and

Source:  Historic  Prehistoric

Both

1912 / '89 years

postmarked photograph

\*P7. Owner and Address:

City of Clayton, 6000 Heritage Tr.  
Clayton, CA 94517

\*P8. Recorded by:

Thomas Saxby, AIA

481 Ninth Street, Oakland, CA 94607

August 2001

\*P9. Date Recorded: \_\_\_\_\_

\*P10. Survey Type: (Describe) Voluntary Survey

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") SEE CONTINUATION SHEET NO. 4

\*Attachments:  NONE  Location Map  Continuation Sheet  Building, Structure, and Object Record

Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record

Artifact Record  Photograph Record  Other (List): Charles Henry Keller's will, property maps, letter of support

d.

P3a. DESCRIPTION (continued)

supported by large square piers with segmented-arch openings, and the stuccoed exterior wall surfaces. The facade is asymmetrical in shape and superimposed over an irregular plan with low sloping, flat-topped hipped roofs. The Craftsman features include the battered stone foundation walls (vener), groups of three or more multi-paned double-hung window sash, and a pergola extending from the entry porch. The uncoursed stone masonry is used prominently to display the natural, multi-colored fieldstones and incorporates pre-historic artifacts (stone mortars/bowls) on the south and west facades, particularly around the building entry. The artifacts announce the underlying importance of the property as an prehistoric archeological site.

The front (south) façade is dominated by the entry porch that features a series of segmented-arch openings which sit on top of raised and battered stone veneer foundation walls. Decorative wooden roof beams or vigas (several are missing) project from above the columns. Extending from the porch on the west side is a wooden pergola supported by a battered stone column displaying prehistoric stone mortars or bowls. At the east side of the façade is the second story tower with its stucco walls and a pyramidal hipped red tile roof. The main entry door, located on the porch, is a rectangular, glazed panel, wood door with symmetrical full-height sidelights. The window openings consist of two groups of three rectangular, single-hung windows with a larger opening flanked by two smaller openings. Each opening has a single-pane lower sash and slightly smaller, multi-pane upper sash with a decorative, half-diamond mullion design at the top. This window style is common throughout the main floor. The exterior casings are wood trim set flush with the stucco. The engaged second-story tower has rectangular window openings at both sides of a segmented-arch opening with a low, rectangular door opening to the flat roof above the porch. Based on historic photographs, it appears the original openings were all segmented-arch windows, and the southern window sash were divided into four panes with no door opening. The date of this alteration could not be determined through building records, but the quality of the materials and construction is not characteristic with the original house and the monetary resources available to the Kellers. Therefore, the alteration may have occurred after Elodia Keller death in 1954 and before 1978 when the photographic documentation indicates the alteration.

The dominant features of the west façade are the pergola, the chimney and the living room alcove. The chimney is constructed of battered, uncoursed stone graduated in size from larger stones at the bottom to smaller stones at the top. A partially buried mortar stone is centered below the ash cleanout door. The stonework extends approximately one-third of the chimney height with the upper portion, constructed of stucco cover brick masonry, narrowing and extending through the roof eave. The wall behind the chimney has two small, rectangular, fixed window openings placed symmetrically at either side. The Living Room alcove projects to the edge of the roof eave and contains a group of three equal sized, rectangular, double-hung windows. The northern portion of the façade steps back to the kitchen and screened porch area, masking their visibility from the front of the house. The porch has two screened openings facing west.

The north facade features a covered porch that encompasses a door to the screened porch and the steps down to a cellar. The porch area also contains a small toilet room and outdoor sink, which presumably allowed the family or ranch-hands to cleanup before entering the house. Unlike the porch at the front of the house, a single wood post supports the extended corner of the roof. The screened porch is located at the top of a short rise of wood stairs and has a group of four one-over-one double-hung window openings. These windows do not appear to be original and probably were once  
(SEE CONTINUATION SHEET NO. 3)

d.

Page 3 of 27 \*Resource Name or #(Assigned by recorder) Keller Ranch House

Recorded by: Thomas Saxby

Date: August 2001

Continuation  Update

P3a. DESCRIPTION (continued)

screened openings similar to the west façade. The date of this alteration is unknown but appears to be more recent construction, probably dating between the mid-1950's and late-1970's. According to an interview with Elodia Keller in 1952, the cellar with dug in 1932. (5)

The east façade features the tower at the south end with the only uninterrupted two-story elevation of the house. To the south of the tower is the entry porch with its raised roof parapet, segmented-arch opening and battered stone foundation veneer. The remaining façade features a series of non-symmetrical bedroom and bathroom window openings of various sizes, each containing a double-hung sash of typical design, and a window/vent opening through the stonework to the cellar.

INTERIOR

The interior of the Keller House is organized in a simple and functional plan that features the use of natural materials associated with the Craftsman style. One enters the house through a small foyer separated from a larger room by two square columns on low, wood-paneled pedestals engaging the side walls. Documented personal remembrances of the entry area indicate that this room may once have served as an interior courtyard or greenhouse with a skylight above, a fountain in the center, and featured two large wicker birdcages and racks of different plants as well as many ferns planted in the center. The remaining physical evidence seems to validate these accounts. The floor in this area is a painted, light brown, cementitious topping material. In the middle of the room is what appears to be a 5 foot square concrete cap or plug, which does not match the adjacent material, and may be the location of the missing fountain or planter. There is evidence of a skylight, approximately 7.5 feet by 8 feet, in the attic that is now covered by the roof and ceiling surfaces. The date of these changes could not be determined through the building records, but the construction materials indicated a more recent alteration dating between the mid-1950's and late 1970's. Natural wood trim is used around the door openings and baseboard, and also as wide battens dividing the ceiling in a coffer style grid.

The living room best exemplifies the Craftsman style with the liberal use of natural wood and stone. Rectangular in plan, the walls of the room are exposed wood board-and-batten paneling with a plate rail and narrow plaster frieze above. The focus of the room is an uncoursed stone masonry fireplace and hearth with a small niche at either side of the firebox used for the display of archeological artifacts found on the site. The floor features oak strips in a wide border around painted fir or Redwood flooring in the center area. A windowed alcove north of the fireplace creates the primary focus of the dining area and faces the area where the garden and pond were located. There are two simple, square, copper chandeliers with four hexagon-shaped pendants (one chandelier has fallen), as well as two hexagon-shaped copper wall sconces above the mantel, all with mica lens. A glazed, multi-pane pocket door connects the living room to the entry area, and a bi-swinging single panel wood door connects the living room to the kitchen.

The remaining rooms include a kitchen, screened porch, three bedrooms, a bathroom and a room in the tower. Each of these rooms reinforce the Craftsman style but with minimal finish detailing.

(SEE CONTINUATION SHEET NO. 4)

d

P3a. DESCRIPTION: (continued)

SITE

The Keller Ranch site is located within the City of Clayton's Heritage District about 700 feet north of Main Street. The property lies at the north side of Mt. Diablo Creek at its convergence with Mitchell Creek, and consists of several structures historically associated with the 1,200 acre working cattle ranch developed by Charles Henry Keller. Prior to the Keller ranch, the property was associated with Joel Clayton, founder of the City of Clayton. The property is also thought to have been the main village of the Chupcan or Volvon people dating from 2800 BCE to the early 1800's. The Keller ranch has been greatly reduced in size due to adjacent development with the remaining property limited to the house site occupying less than two acres.

Although the landscaping around the house appears to have been largely neglected for the past decade or more, many features of the site remain from the historic period of significance. The remains of Elodia Keller's garden pond are still visible, though partially buried, to the west side of the house. The old roadway around the house has been asphalt-paved for parking on the south side, but returns to gravel as it continues around the house to the north through the area that was once the principal work-yard of the ranch. This area contains several outbuildings, including a Granary, a Storage Shed and a Garage. These outbuildings associated with the Keller ranch are said to have been constructed following the Keller's purchase of the property and are also associated with the cattle ranching theme. The stylistic detailing of the garage places the construction in the early 1900's but farm buildings are difficult to date. The Granary with its mortise and tenon framing may pre-date the other buildings but the exact age is not known. A concrete bridge crossing Mt. Diablo Creek that was built by the Kellers in the 1916 to handle heavier cattle-trucks coming to the ranch, also remains and is currently in use.

INTEGRITY

Today, the Keller House appears much as it did during its period of significance when the ranch was at the height of its operations. Although some of the original finishes have deteriorated or have been damaged, and a few of the archeological artifacts have been removed (some are on display at the Clayton Historical Museum), the building retains most of its original design features and historic fabric from the period of significance. Alterations to the building include modification of the tower room's east and south fenestration, replacement of screened openings on the north façade with windows and removal of a skylight and fountain in the building entry, but these changes do not significantly alter the appearance of the historic facades. The Keller House preserves a rare glimpse of the lifestyle associated with a successful cattle ranch during the early 1900's and with the local prominence of the Keller family, represents an important element of Clayton's and Contra Costa County's history. The property around the Keller House also retains a high degree of integrity as a rare, undisturbed archeological site thought to be one of the largest in the County. Further archeological study of the site would add to our knowledge of the cultural history of the area.

(SEE CONTINUATION SHEET NO. 5)

d.

Page 5 of 27 \*Resource Name or #(Assigned by recorder) Keller Ranch House

Recorded by: Thomas Saxby

Date: August 2001

Continuation  Update

P3b. RESOURCE ATTRIBUTES: (continued)

(HP4) ancillary building, (HP19) Bridge, (HP33) farm/ranch, (AP9) Burials, (AP15) Habitation Debris.

P11. REPORT CITATIONS:

- (1) Clayton Heritage Preservation Task Force Report, September 1994, pp. 9 and 10.
- (2) WPM Incorporated, Environmental Impact Report for the Oakhurst Project, September 1986.
- (3) Randall Milliken, An Ethnographic Study of the Clayton Area, Contra Costa County, California.
- (4) Larry Seeman Associates, Draft Environmental Impact Report Supplement, Keller Ranch, 1983.
- (5) Archaeological Site Survey Record, by J.A. Bennyhoff, October 21, 1952, Clayton Historical Museum including notes from an interview with Elodia Keller.
- (6) Historic Resources Inventory for Keller Ranch, State of California, Department of Parks and Recreation, No. 4511-10-0, by Urban Programmers, San Jose, California, November 20, 1988.

d.

B1. Historic Name: Casa del Sierra (Keller's nickname)  
B2. Common Name: Keller House  
B3. Original Use: Single family residence  
B4. Present Use: Vacant

\*B5. Architectural Style: Mission Style with Craftsman elements

\*B6. Construction History: (Construction date, alterations, and date of alterations)

Completed 1912. Alteration of the Tower windows probably occurred between mid-1950's and 1978. Date of alteration to enclose original skylight and to remove the interior fountain/planter is unknown, but probably occurred sometime after the mid-1950's.

\*B7. Moved? No Yes Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features:

The rock outline of Elodia Keller's garden pond remains to the west of the house.

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Cattle Ranching Area: Clayton, California

2800 BCE-early 1800's Criteria 4 cattle  
Period of Significance: 1910-1954 Criteria 1&3 Property Type: ranch Applicable Criteria: 1,3,4  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The property known as the Keller Ranch is thought to have been the principal village site of the Chupcan or Volvon people (Bay Miwok) who occupied the area around Mt Diablo dating back four thousand years. Contact with the Euro-American settlers did not occur until the 1770's. The establishment and expansion of the Mission system from 1776 through the 1828 forever destroyed the native culture occupying this area, though not without a fight. Both the Chupcan and Volvon people were thought to have been important groups in the resistance to the Spanish settlers. (9) The City of Clayton was established in 1861 by its founder, Joel Clayton, who had discovered the Black Diamond Coal Mines. The area thrived until the decline of the coal industry (SEE CONTINUATION SHEET NO. 7)

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References:

REFER TO CONTINUATION SHEET NO. 9

B13. Remarks:

Sketch Map with north arrow required.

\*B14. Evaluator:

Thomas Saxby

REFER TO ATTACHED SKETCH  
MAP, CONTINUATION SHEET  
NO. 15

\*Date of Evaluation: August 2001

(This space reserved for official comments)

Page 7 of 27 \*Resource Name or #(Assigned by recorder) Keller Ranch House

Recorded by: Thomas Saxby

Date: August 2001

Continuation  Update

B10. SIGNIFICANCE (continued)

around 1905. Activities that formed the economic basis of Clayton changed when the mines closed. The population dwindled and the area was supported by the cattle industry and farming.

Charles Henry "Harry" Keller was born November 1874 on the old Keller ranch east of Clayton, first son of John Henry and Celestia Collins Keller, and grandson of John Keller, one of the early pioneers who crossed the plains from Indiana with ox-teams in 1849. Harry was educated in the Clayton public school and for many years followed his father's occupation as a butcher. He married Elodia J. Liberty in 1898. In 1910 he & Elodia purchased the Joel Clayton ranch from Vincent Liberty, Elodia's father, and moved his parents into the Clayton House located near the site of the current Keller House (the Clayton house was relocated to Main Street). The Kellers gradually increased their land holdings between 1914 and 1930, as indicated on the county maps, to include three large cattle ranches. (2,13,16) Voter registration records show the Kellers moved from Galindo Street in Concord to the Clayton area sometime between 1910 and April 1912, and his occupation changed from butcher to rancher during that same period. Harry was a prominent local businessman and is identified as one of the outstanding figures among cattlemen of the county, buying and selling many thousand head of cattle in Oregon, Nevada, Idaho, Wyoming and Utah. (1,17)

Elodia Liberty was born in Petaluma in 1876. The Vincent Liberty family operated the Liberty Ranch, a popular roadhouse and coastal stage stop in Bolinas. When Vincent and his wife separated, he and his daughter, Elodia, moved to the Joel Clayton ranch. Elodia met Charles Henry while he was making deliveries from the Keller butcher shop in Concord. (4) Elodia apparently loved plants and created an extensive flower garden on the west and south sides of the house. A picture in the Clayton Historical Museum shows Elodia Keller standing in front of a garden-pond in a beautiful flower garden. In 1920 Elodia took part in the United States Census and road throughout the County on a one-horse cart gathering information about the community. (2)

The Keller House was completed during 1912. It has been said that the Kellers camped under the huge Oak tree on the site while the house was being built. (4) The Kellers nicknamed the house "Casa del Sierra" and it was noted as one of the finest homes in the county. (1) Harry Keller continued to occupy the house and expand his ranch operations until his death in December 1940. Based on his will and estimates of his estate value published in the Contra Costa Gazette, Harry Keller real property was valued at over \$10,000 and his personal property valued at nearly \$30,000. (16,19) From 1942 until her death in 1954, Elodia Keller lived in Concord but retained ownership of the property. She leased the ranch to Bob Flackus who continued to operate the cattle business. (7) From the mid-1950's until 1972, trustees of the Keller estate leased the property to Manuel DeJesus who also used the property for his ranching operation while other portions of the Keller Ranch were sold. (11) Clayton continued to retain much of its rural identity through this period but a shift was occurring and a majority of its residents commuted to urban areas, and the cattle ranching industry began to lose its foothold to urbanization.

In 1972, the Keller ranch property was sold to Pacific Coast Construction Company who planned to develop the land into housing. Resistance from the American Indian Movement and an economic downturn prevented the development, and in 1978 the land was sold to the Seeno Construction Company, which was already subdividing land in (SEE CONTINUATION SHEET NO. 8)

d.

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
CONTINUATION SHEET

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
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Recorded by: Thomas Saxby Date: August 2001

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B10. SIGNIFICANCE (continued)

Clayton. There was a heated controversy between commercial property owners eager to expand Clayton's population and residents concerned about how development was being planned, wanting higher standards and more protection of natural terrain. A referendum in which an overwhelming majority of residents rejected Seeno's development proposal ended the project in 1983. In 1987, Prestley Homes bought the property and worked with citizens to develop acceptable plans, which protected Native American sites and the Keller House area. Acknowledging the unique nature of the property for both its cultural and archeological importance, the city acquired a small parcel containing the Keller House as well as the property currently occupied by the Clayton library in 1991.

The Keller House is significant for its association with cattle ranching, one of the Clayton's early land uses dating back to the mid-1800's that become an important local industry in the early 1900's after the decline of the coal mining industry. Harry Keller was among the most prominent of local cattlemen whose business dealings reached throughout the west. (1,17) The Keller House is notable as the only local example of an early-twentieth century Mission-style ranch house with Craftsman elements. It is also unique for its display of archeological objects from the underlying midden layers built into its construction. By virtue of these characteristics, the complex meets Criteria 1 and 3 of the Register's standards. The relevance of Criterion 1 arises because the house is locally important for its association with the ranching theme which largely dominates the history of this rural-suburban area and contributes to "...the broad patterns of local or regional history, or the cultural heritage of California...". Due to development pressure on this area, the ranching industry is now all but gone from Clayton, but the Keller House remains as one of the last few relics of this period in Clayton's history. (3) Criterion 3 applies to the unique architectural character of the house in that "it embodies the distinctive characteristics of a type, period or method of construction...". The house is a rare local example of a ranch house from the early 1900's, and its distinctive architectural style and quality of construction represents a time when a successful ranch operation supported gracious amenities. The Keller house was widely recognized by local residents as one of the finest houses in the county. (3) The incorporation of the prehistoric archeological artifacts into the construction emphasizes the unique relationship between this building and its site.

The site is also eligible under Criteria 4 due to the significance of the property as an prehistoric archeological site (Ca-CCO-222) "...that has yielded or has the potential to yield information important to the prehistory or history of the local area...". Milliken identifies this area as the principal village site of the Chupcan or Volvon people who occupied the area around Mt. Diablo dating back three to four thousand years. (9) Archeological excavations on the southern portion of CCo-222 between Mt. Diablo creek and Main Street conducted by Holman & Associates in 1981 concludes that the area represents "...a significant cultural deposit, probably with a time depth of several thousand years; and that burials, known to exist in the northern area, also exist in significant numbers in the southern portion of CCo-222." (12) Archeological work in the northern part of CCo-222, in the vicinity of the Keller House, is specifically addressed in an Archaeological Site Survey Record by Bennyhoff which includes notes obtained from Elodia Keller in 1952. (13) In these observations it is noted that burials and associated artifacts were uncovered during the excavation of the Keller House cellar, and that burials also turned up in pits and trenches associated with general ranch work. The Holman report concludes that the tested southern portion of the site contains a scientifically significant cultural deposit, and a significant religious-cultural location and that (SEE CONTINUATION SHEET NO. 9)

d.

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## B10. SIGNIFICANCE (continued)

the area around the Keller House also represents an archeological site of scientific importance, but until testing is performed in this area, the extent of its significance cannot be conclusively stated (12).

## B12. SOURCES

Although much research was done in preparation of this nomination, there is a lack of primary source information available regarding the Harry and Elodia Keller, the buildings and structures on the property, and the general ranch operations. The prominence of the Kellers as one of the county's early pioneer families and successful business owners is widely acknowledged among the residents of Clayton, the local historic societies and throughout the county, but detailed primary source information in support of this claim was not found. Many of the records necessary to document the dates of construction/alteration, the designer and builder, the cost of construction, the cattle sales, number of employees, etc. were not required to be kept during the period of significance or were not archived by the local governmental agencies. Sources checked for information include:

California Historical Resources Information System  
Contra Costa County Historical Society  
County Recorder's Office  
County Tax Assessor's Office  
County Tax Collector's Office  
County Flood Control Office  
County Building Inspection Department  
County Library  
Clayton Historical Society  
Concord Historical Society  
Clayton Administration Offices  
Clayton Engineering Department  
Keller relatives  
Various Clayton residents

- (1) From CCC Historical and Biographical Historic Record Co., Los Angeles, CA 1926, pp. 934 and 935.
- (2) Historical Information about Joel Clayton's House from an interview with Iola Christy, March 1976, Clayton Historical Museum. (Iola Christy was married to Neff Edwin Christy, nephew of Charles Henry Keller).
- (3) Clayton Heritage Preservation Task Force Report, September 1994, pp. 9 and 10.
- (4) Notes from Iola Christy regarding the Joel Clayton ranch, 1976, Clayton Historical Museum.
- (5) Letter from Iola Christy to Nan Wallace, date unknown, Clayton Historical Museum.
- (6) WPM Incorporated, Environmental Impact Report for the Oakhurst Project, September 1986.
- (7) Contra Costa County Recorder's Office (Martinez), Book of Deeds, vol. 14, p. 143; vol. 624, p. 270; vol. 654, p. 285; vol. 2770, p. 131; vol. 6675, p. 019; vol. 08794, p. 106.
- (8) Brooks Kuehl, "Keller History Reads Like Tale of the West," Concord Transcript, 5 October 1977.
- (9) Randall Milliken, An Ethnographic Study of the Clayton Area, Contra Costa County, California, pp.18-19.
- (10) Historical Records, John Henry Keller, Clayton Historical Museum.

(SEE CONTINUATION SHEET NO. 10)

d.

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B12. SOURCES (continued)

- (11) Notes from meeting with members of the Clayton Historical Society, April 2001.
- (12) Larry Seeman Associates, Draft Environmental Impact Report Supplement, Keller Ranch, 1983.
- (13) Archaeological Site Survey Record, by J.A. Bennyhoff, October 21, 1952, Clayton Historical Museum. Included notes obtained from Mrs. Keller regarding archaeological finding during the Keller House construction.
- (14) Official Maps of Contra Costa County, California, T-85 (1914) and T-05-2 (1930).
- (15) Contra Costa County Building Inspection Department, permit records research report, September 13, 2001.
- (16) Decree Settling First and Final Account and of Final Distribution of C. H. Keller, Superior Court of the United States of California in and for the County of Contra Costa, No. 10,551, Tinning & DeLap, attorneys for Executrix, Filed June 17, 1942.
- (17) History of Contra Costa County, by Mae Fisher Purcell, page 211, The Gillick Press, Berkeley, California, December 1940.
- (18) Contra Costa Gazette, article titled "Harry Keller of Clayton Dies after Long Illness", front page, December 23, 1940.
- (19) Contra Costa Gazette, article titled "Keller Will is Probated Here", front page, December 30, 1940.
- (20) Contra Costa Gazette, article titled "Rites Tomorrow for Elodia Keller in Martinez", page 2, November 23, 1954.
- (21) Historic Resources Inventory for Keller Ranch, State of California, Department of Parks and Recreation, No. 4511-10-0, by Urban Programmers, San Jose, California, November 20, 1988.

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Keller House, south facade facing north,  
from postcard dated September 2, 1912



Keller House, west & south facades, 2001

d.

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East facade, facing southwest, ca. 1920's



East & north facades, facing south, 2001

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Pergola at south facade with archeological artifacts, facing north, 2001



Detail of stone bowls displayed in column.

Locations of removed artifacts. Some of these objects have been recovered and are on display at the Clayton Historical Museum.

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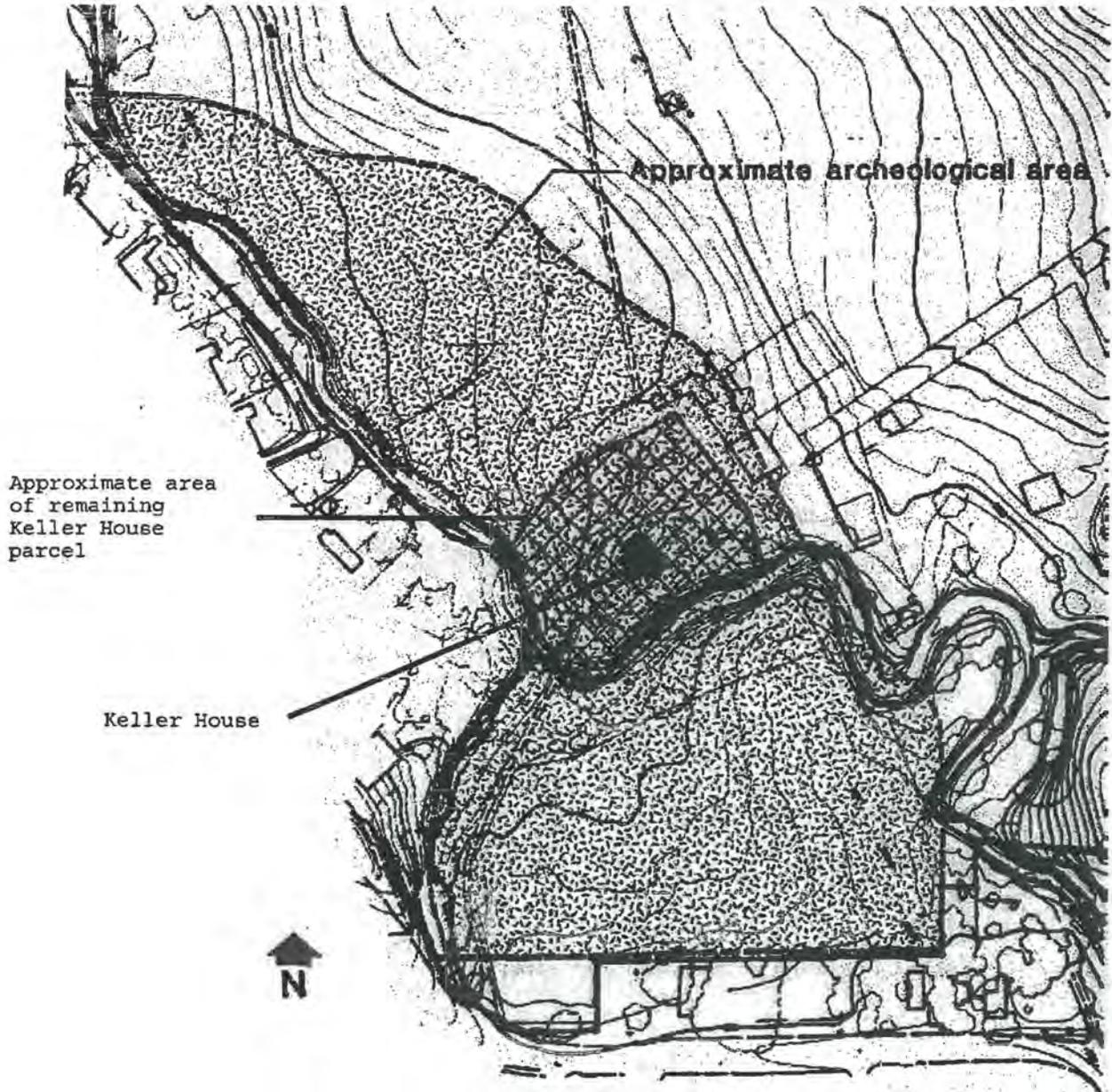
State of California -- The Resources Agency  
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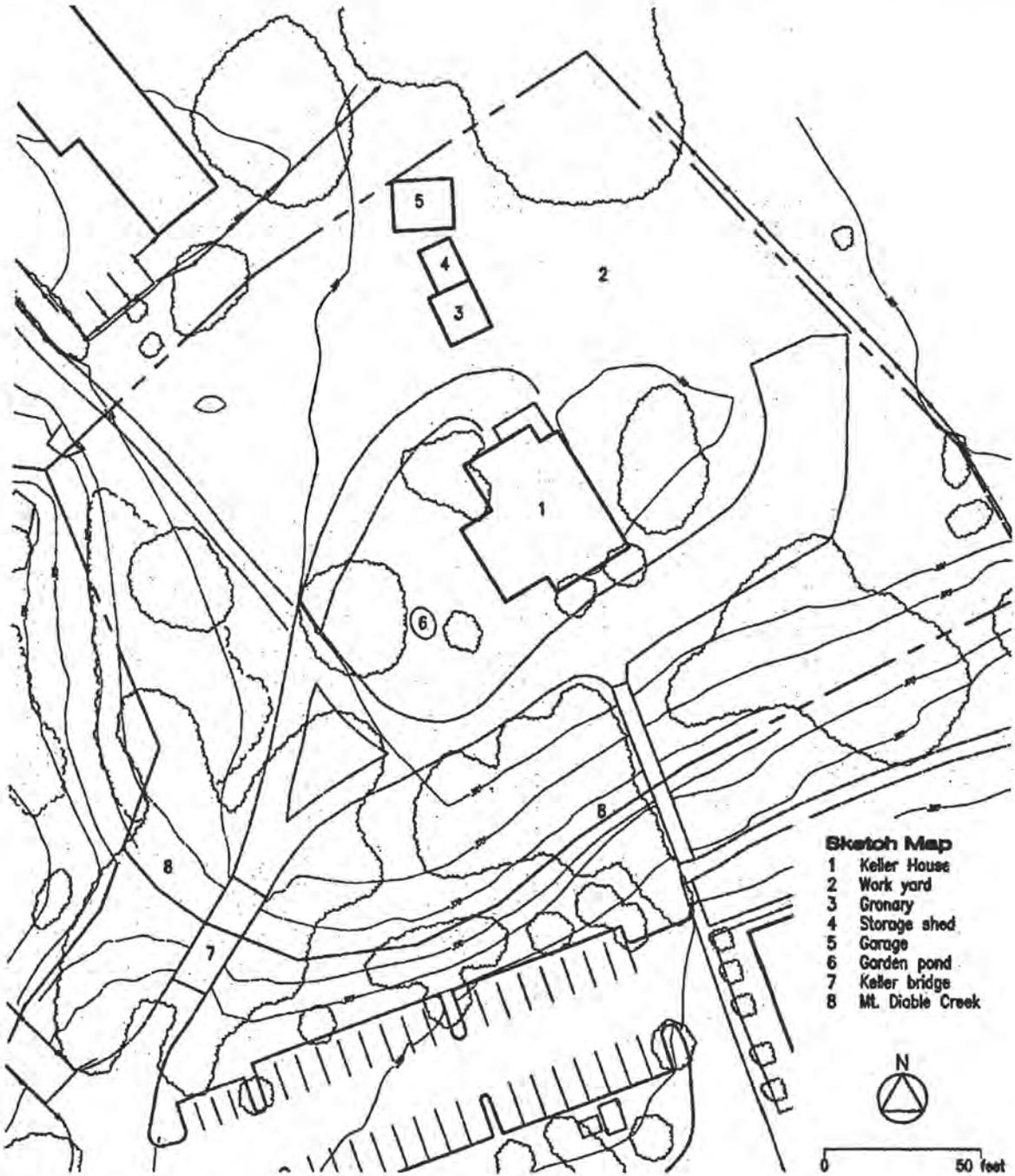


Map describing the extent of the archeological site from the Environmental Impact Report for the Oakhurst Project, prepared by WPM Incorporated, September 1986. This map is based on test borings made during field reconnaissance work conducted by Holman & Associates in 1978.

d.

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SKETCH MAP Trinomial \_\_\_\_\_

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\*Drawn by: Thomas Saxby \*Date of map: August 2001



NOTE: Include bar scale and north arrow.

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\*NRHP Status Code 4M

\*Resource Name or #(Assigned by recorder) Keller Ranch House

- B1. Historic Name: \_\_\_\_\_
- B2. Common Name: Granary
- B3. Original Use: Granary
- B4. Present Use: Vacant

\*B5. Architectural Style: Rustic agricultural vernacular

\*B6. Construction History: (Construction date, alterations, and date of alterations)  
Probably built between between 1912 & 1920 during the period of Keller ranch development, but possibly pre-dates Keller House. These dates are indicated by the well-weathered materials and mortise & tenon framing technique. Moved in 1988 to avoid demolition.

\*B7. Moved? No Yes Unknown Date: 1988 Original Location: nearby  
(60-70 yards east/northeast from current location, facing south)

\*B8. Related Features:  
None

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Cattle Ranching Area: Clayton, California

Period of Significance: 1910-1954 Property Type: Cattle Applicable Criteria: 1

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address

The Granary is a small, rectangular, raised floor, single-story wood frame structure with a corrugated metal, low sloping gable roof and horizontal wood siding. There are opposing door openings on the north and south facades and single window openings on each of the south and west facades. There are openings at both gables to access additional storage in the attic. The interior side of the walls is closed with horizontal wood planking. The wood framing reveals mortise and tenon construction. The Granary is significant under Criterion 1 for its association with the Keller Ranch as a support structure necessary to the success of the ranch operation that "made a significant contribution to the broad patterns of local or regional history..." Although the six-over-six double-hung windows, the four panel doors and the entry stairs are missing, the overall integrity of the building design is good and the retention of historic fabric is fair.

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References:

WPM Inc., Environmental Impact Report for the Oakhurst Project, September 1986.

B13. Remarks:

Sketch Map with north arrow required.

\*B14. Evaluator:

Thomas Saxby

\*Date of Evaluation: August 2001

( This space reserved for official comments)

Refer to Keller House  
Sketch Map, Continuation  
Sheet No. 15

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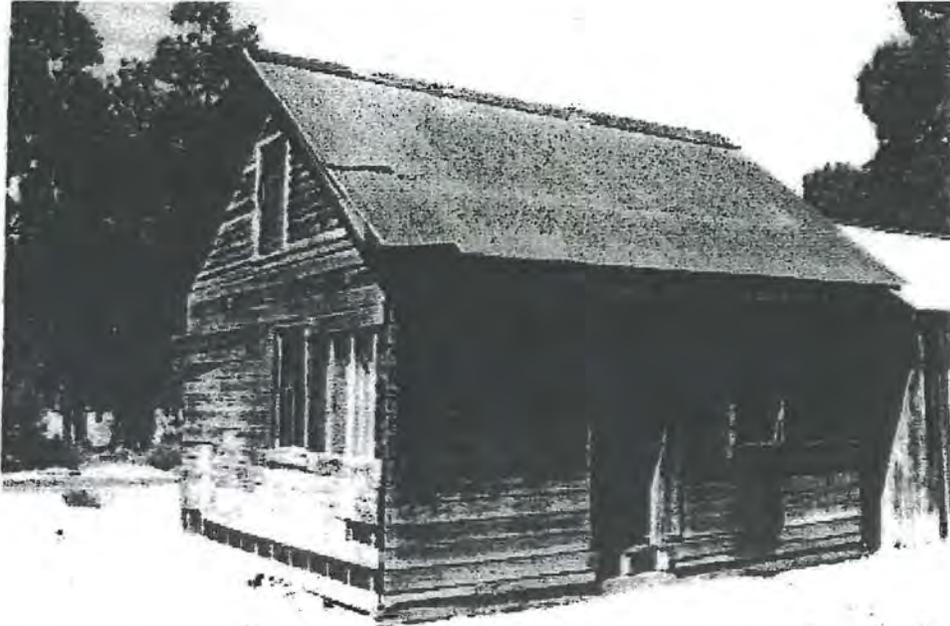
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South & east facades (originally west & south facades),  
facing west, 2001



North & west facades  
(originally east &  
north facades), facing  
east, 2001

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Detail of mortise & tenon construction at wall interior framing (left), 2001

Detail of mortise & tenon construction at sill beam (below), 2001



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\*NRHP Status Code 4M

\*Resource Name or #(Assigned by recorder) Keller Ranch House

B1. Historic Name: \_\_\_\_\_  
B2. Common Name: Storage shed  
B3. Original Use: Storage  
B4. Present Use: vacant

\*B5. Architectural Style: Rustic agricultural vernacular

\*B6. Construction History: (Construction date, alterations, and date of alterations)  
Probably built between 1912 and 1920 during the period of ranch development. These dates confirmed by the framing materials and weathered appearance. Moved in 1988 to avoid demolition.

\*B7. Moved? No Yes Unknown Date: 1988 Original Location: nearby  
(50-60 yards east/northeast, facing south)

\*B8. Related Features:  
None

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Cattle Ranching Area: Clayton, California

Period of Significance: 1910-1954 Property Type: Cattle Ranch Applicable Criteria: 1  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Storage Shed is a small, rectangular, single-story wood frame structure with a corrugated metal, low sloping gable roof and vertical board siding. There is a door on the east facade made of the same material as the siding and small window openings on each of the north and west facades. The interior reveals exposed wood wall and roof framing. The Storage Shed is significant under Criterion 1 for its association with the Keller Ranch as a support structure necessary to the success of the ranch operation that "made a significant contribution to the broad patterns of local or regional history..." Although the original six-over-six windows are missing, the overall integrity of the building design is good and the retention of historic fabric is fair.

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References:

WPM Inc., Environmental Impact Report for the Oakhurst Project, September 1986.

B13. Remarks:

\*B14. Evaluator:

Thomas Saxby

\*Date of Evaluation: August 2001

( This space reserved for official comments)

Sketch Map with north arrow required.

Refer to Keller House  
Sketch Map, Continuation  
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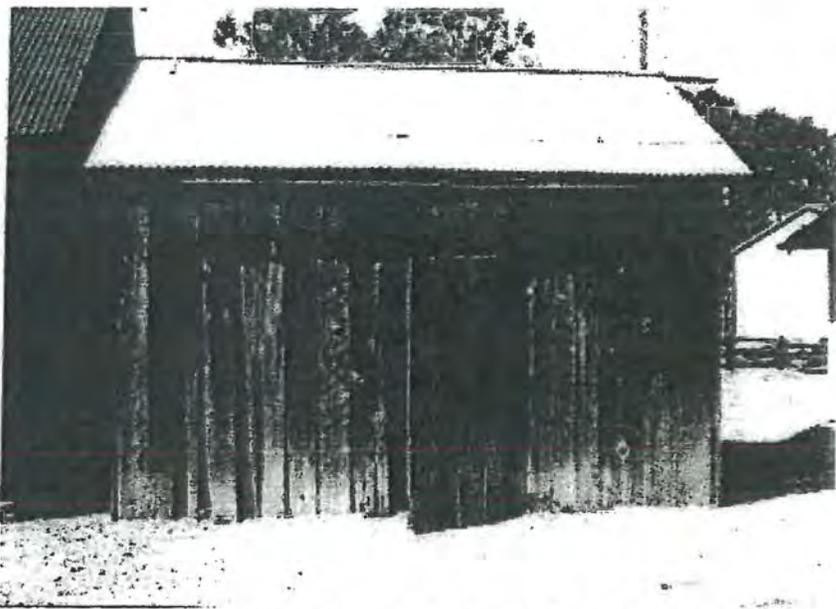
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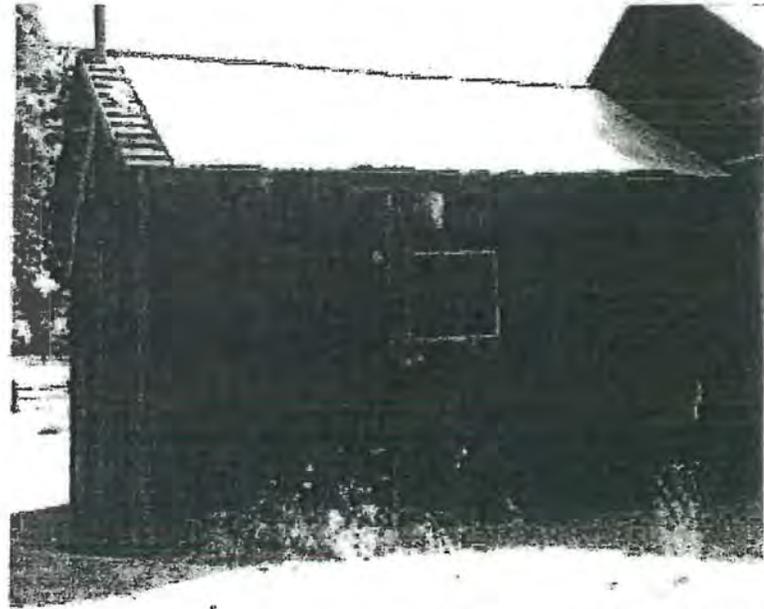
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West facade (originally south facade), facing east, 2001



East facade (originally north facade), facing west, 2001

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\*Resource Name or #(Assigned by recorder) Keller Ranch House

B1. Historic Name: \_\_\_\_\_  
B2. Common Name: Garage  
B3. Original Use: Garage  
B4. Present Use: Vacant

\*B5. Architectural Style: Rustic vernacular with Craftsman influence

\*B6. Construction History: (Construction date, alterations, and date of alterations)

Probably built between 1912 and 1920 during the ranch development period. Moved in 1988 to avoid demolition. Attached storage shed at east side and concrete slab floor were demolished in 1988.

\*B7. Moved? No Yes Unknown Date: 1988 Original Location: Nearby

(10-15 yards east/northeast, facing south)

\*B8. Related Features:  
None

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Cattle Ranching Area: Clayton, California

Period of Significance: 1910-1954 Property Type: Cattel Ranch Applicable Criteria: 1

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address

The Garage is a small, single-story, wood frame building with a low-pitch hip roof of corrugated metal. The eaves are an open widely overhanging style with exposed rafters characteristic of the Craftsman style. The exterior is vertical board siding. There are remnants of a single two-over-two double-hung window on each facade except for the front (south) facade, where there are rolling door tracks above the garage opening. There is also evidence of an attached shed, now missing, which appears to have been added feature after the garage was constructed. The interior reveals exposed wood wall and roof framing. The Garage is significant under Criterion 1 for its association with the Keller Ranch as a support structure necessary to the success of the ranch operation that "made a significant contribution to the broad patterns of local or regional history..." Although the window sash, garage doors and concrete floor are missing, the overall integrity of the building design is good and the retention of historic fabric is fair.

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References:

WPM Inc., Environmental Impact Report for the Oakhurst Project, September 1986

B13. Remarks:

Sketch Map with north arrow required.

\*B14. Evaluator:

Thomas Saxby

\*Date of Evaluation: August 2001

Refer to Keller House  
Sketch Map, Continuation  
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( This space reserved for official comments)

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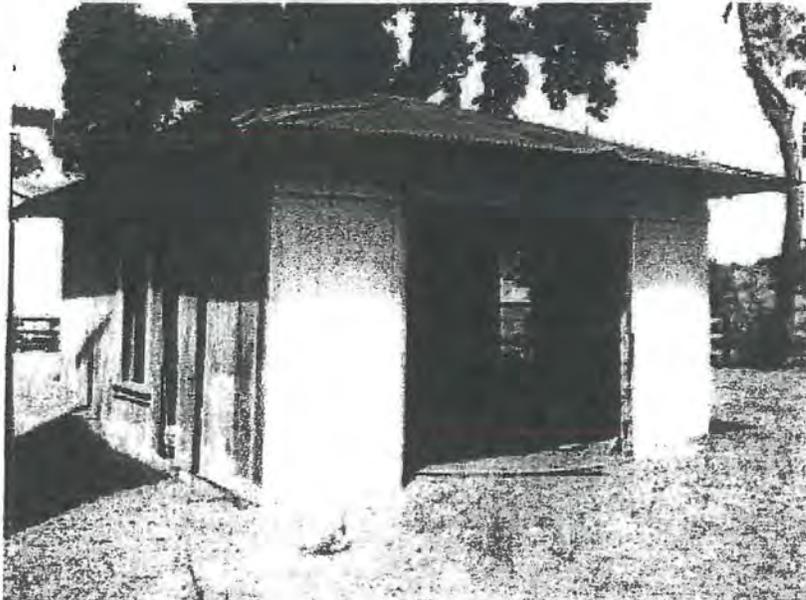
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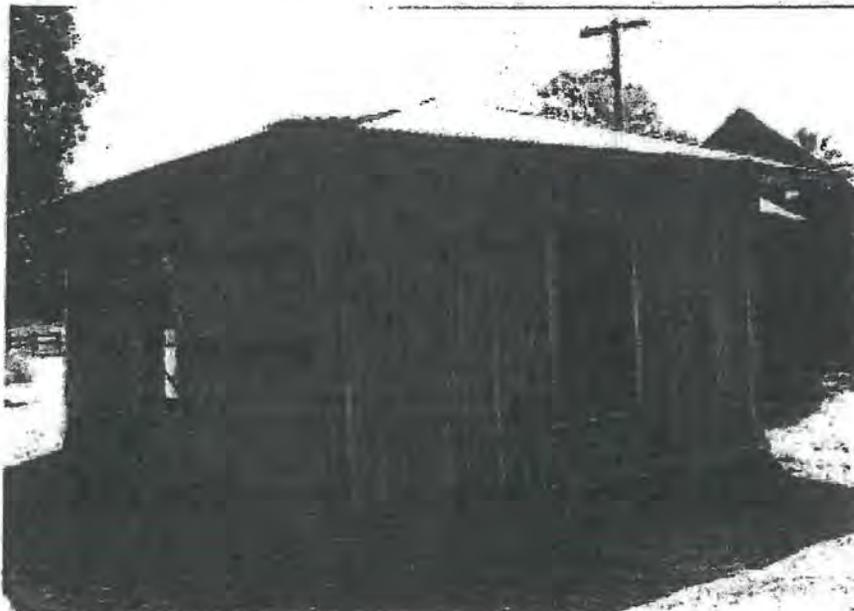
Recorded by: Thomas Saxby

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Continuation  Update



South & west facades (originally west & south facades), facing west, 2001



North & east facades (originally east & north facades), facing southeast, 2001

d.

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B1. Historic Name: \_\_\_\_\_  
B2. Common Name: Keller Bridge  
B3. Original Use: Bridge  
B4. Present Use: Bridge  
\*B5. Architectural Style: Concrete single-span arch  
\*B6. Construction History: (Construction date, alterations, and date of alterations)  
(SEE CONTINUATION SHEET NO. 22)

\*B7. Moved? No Yes Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features:  
None

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Cattle Ranching Area: Clayton, California  
Period of Significance: 1910-1954 Property Type: Cattle Ranch Applicable Criteria: 1,3  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Keller Bridge is good example of a closed-spandrel concrete arch bridge and is representative of the earliest type of concrete bridge built in California. Spanning 22 feet over Mt. Diablo Creek, the bridge was built in 1916 to handle heavier cattle-trucks required by Keller's expanding ranch operation. An inscription in the concrete at the top of the southeast abutment reads "H. DeMartini Oct. 1916" verifies the construction date, but it is not known whether or not H. DeMartini was involved in the bridge design or construction. Henry DeMartini was the eldest son of Paul DeMartini, the owner of the DeMartini Winery (listed on the National Register) located across the creek from the Keller ranch. Henry worked as an interpreter in San Francisco and was a co-owner of (SEE CONTINUATION SHEET NO. 24)

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References:  
(SEE CONTINUATION PAGE 25)

B13. Remarks:

Sketch Map with north arrow required.  
  
Refer to Keller House  
Sketch Map, Continuation  
Sheet No. 15.

\*B14. Evaluator:  
Thomas Saxby

\*Date of Evaluation: August 2001  
( This space reserved for official comments)

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B6. CONSTRUCTION HISTORY

The Keller Bridge was built in 1916 as noted in 1976 interview with Iola Christy (4) and as inscribed in concrete abutment. It replaced an old wooden bridge nearby that was removed after the concrete bridge was completed. There is no evidence of alterations other than the decorative cap elements are missing from the concrete posts.

B10. SIGNIFICANCE (Continued)

the DeMartini property along with his wife Elina. (1)

The Keller Bridge is an earth-filled structure, 18 feet in width, and is currently covered with an asphalt surface. Above the spandrel are three low concrete posts on each side of the deck with a single metal pipe rail spanning between them. The posts are decorated with multi-colored fieldstones at the corners and top edges and are reminiscent of the stonework found at the Keller Ranch House. Each post contains a well that was once capped with an archeological artifact or a decorative stone, as shown in a ca. 1930's photograph, and has a drainpipe near its base. There are concrete abutments at each side of the bridge to hold back the steeply sloping creek banks.

The Keller Bridge is significant under Criterion 1 for its association with the Keller Ranch as a support structure necessary to the success of the ranch operation that "made a significant contribution to the broad patterns of local or regional history..." The need for a more substantial bridge to handle the heavy cattle trucks coming to the ranch signifies the growing success of Keller's ranch and the accompanying wealth of the estate. Between 1914 and 1930, Keller's ranch property holding grew from his original home ranch of approximately 1,200 acres to three large ranches totaling over 4,000 acres (5) and he was regarded as one of the most prominent cattlemen in the county (6) during the Clayton's historic period when the area was supported by the cattle industry and farming.

The Keller Bridge is a rare example of an early, privately funded, reinforced concrete bridge in California and is significant under Criterion 3 as embodying "the distinctive characteristics of a type, period, region or method, of construction..." In the mid-1800, demand for bridges in the rural areas was great but the bridges were usually built in a haphazard manner based on resources and skills of the pioneers. By the late-1800's, counties began to publicly fund bridge design and construction, which created a need for more dependable bridge construction, usually resulting in metal truss bridges similar to those built for the railroads. After 1900, the design of metal truss bridges began to decline and the building of concrete bridges became more prominent. With the local availability of high quality, inexpensive concrete, and the perception that concrete was a more permanent material, concrete bridges began to proliferate throughout California. (3) These concrete bridges were usually built as part of the expanding state highway system, and were less commonly associated with privately funded projects due to the high cost of construction. The earliest type of concrete bridge design was the closed spandrel concrete arch bridge as built at the Keller ranch. No records were uncovered that revealed the bridge designer or builder, but the structure remains today as an excellent example of a concrete bridge from this early period in concrete bridge design and a rare example of a privately funded concrete bridge in California.

(SEE CONTINUATION SHEET NO. 25)

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B10. SIGNIFICANCE (Continued)

Today, the Keller Bridge is still in use as the primary access to the Keller Ranch House. With only the decorative artifacts or stones are missing from the top of the railing posts, the bridge retains a high degree of design integrity and historic fabric from the period of significance and is an important contributing structure to Keller Ranch House complex.

B12. REFERENCES

- (1) Historical records and genealogy, Paul DeMartini, Clayton Historical Museum.
- (2) Clayton Heritage Preservation Task Force Report, September 1994.
- (3) California Department of Transportation, "Historic Highway Bridges of California", 1990.
- (4) Historical Information about Joel Clayton's House from an interview with Iola Christy, March 1976, Clayton Historical Museum.
- (5) Official Maps of Contra Costa County, California, T-85 (1914) and T-05-2 (1930).
- (6) History of Contra Costa County, by Mae Fisher Purcell, page 211, The Gillick Press, Berkeley, California, December 1940.

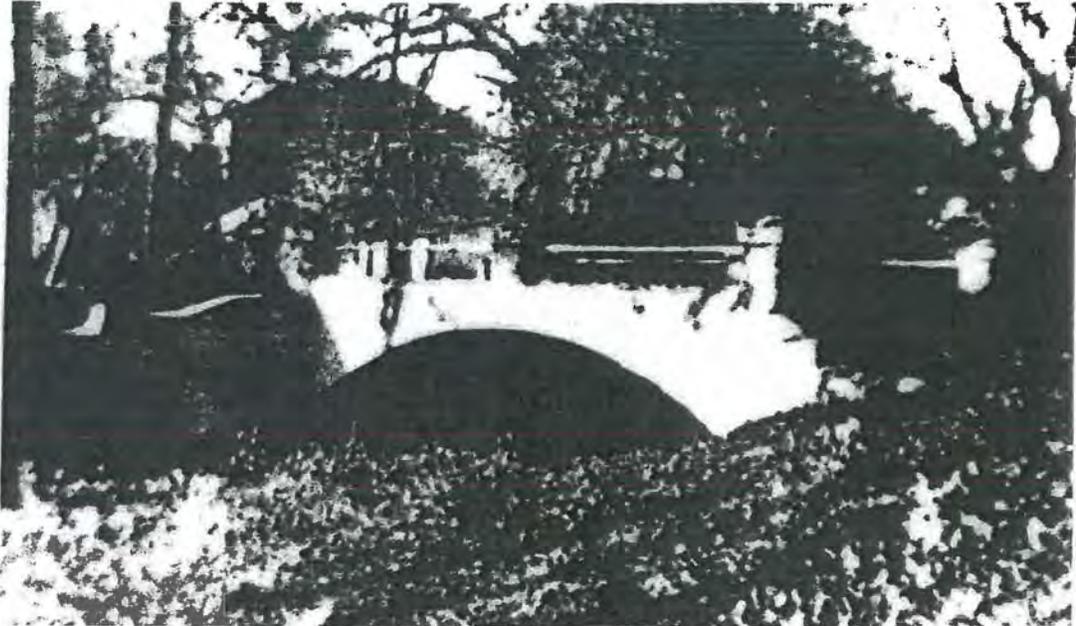
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Keller Bridge, facing southwest, ca. 1930's (DeMartini Winery in background)



Keller Bridge, facing southeast, 2001

d.

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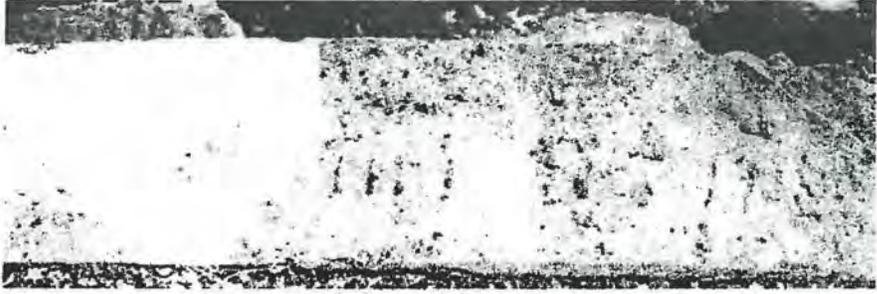
Continuation  Update



Keller Bridge with concrete abutment in foreground, facing north, 2001

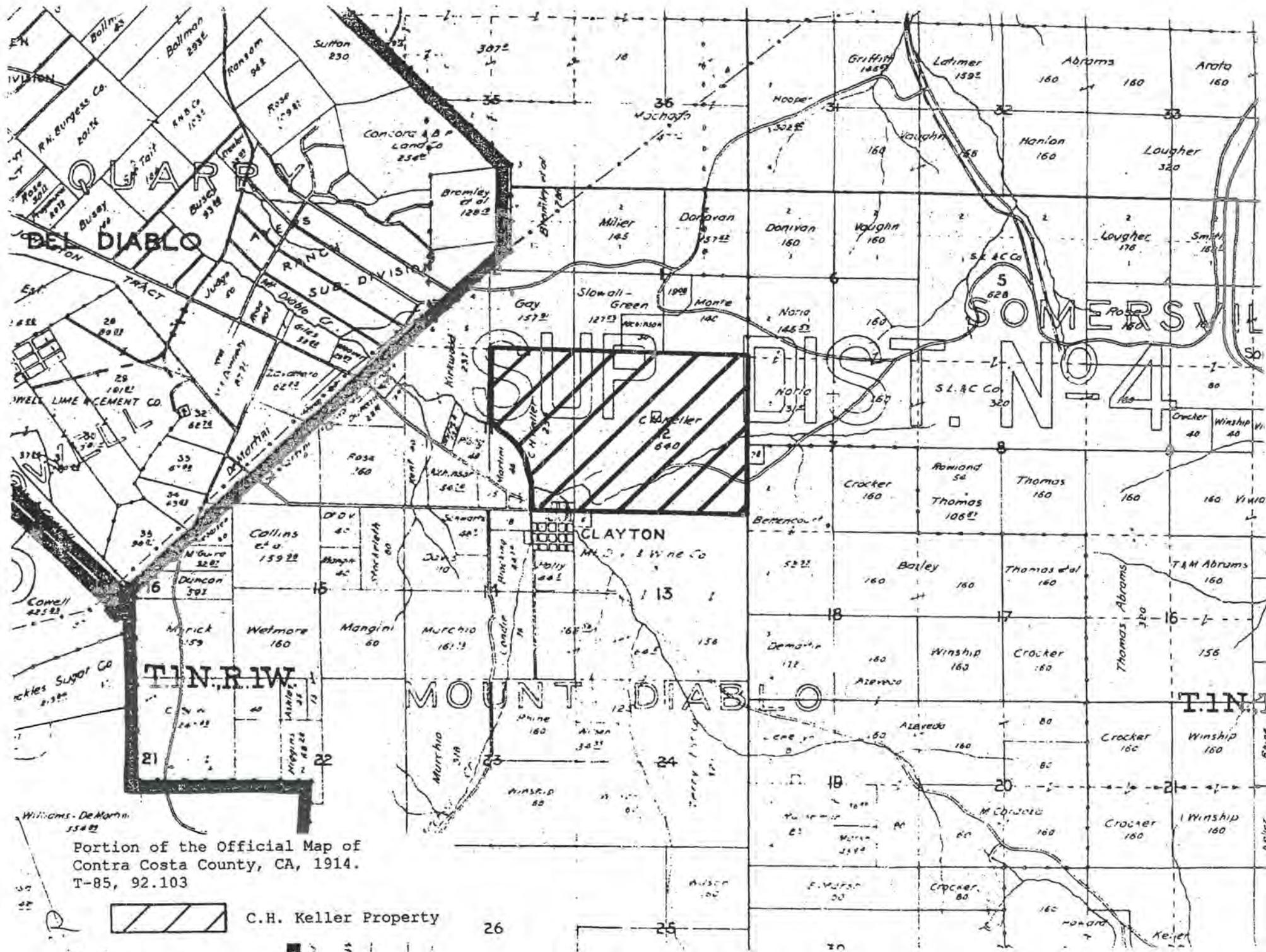


Detail of typical post on Keller Bridge with metal railing at both sides. Decorative element at cap is missing, facing south, 2001



Inscription "H. DeMartini Oct. 1916" in southeast concrete abutment, facing north, 2001

d.



Portion of the Official Map of  
 Contra Costa County, CA, 1914.  
 T-85, 92.103

 C.H. Keller Property



1 TINNING & DeLAP  
2 924 Main Street  
3 Martinez, California  
4 Attorneys for Executrix

(ENDORSED)  
FILED IN THE OFFICE OF THE COUNTY  
CLERK OF THE COUNTY OF CONTRA  
COSTA, STATE OF CALIFORNIA, THIS  
17th DAY OF JUNE  
1942  
S.C. WELLS, COUNTY CLERK  
L. R. GEYER  
DEPUTY CLERK

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF CONTRA COSTA

10 In the Matter of the Estate  
11 of  
12 C. H. KELLER, also known as  
13 CHARLES HARRY KELLER, and  
14 HARRY KELLER,  
15 Deceased.

No. 10,551

17 DECREE SETTLING FIRST AND FINAL  
18 ACCOUNT AND OF FINAL DISTRIBUTION

19  
20 ELODIA J. KELLER, as executrix of the estate of C. H.  
21 Keller, also known as Charles Harry Keller, and Harry Keller,  
22 deceased, and as executrix of the will of the said C. H. Keller,  
23 deceased, having on the 3rd day of June, 1942, filed her first  
24 and final account and report of her administration of the estate  
25 of said deceased, and petition for final distribution of said  
26 estate to the parties entitled thereto, and the hearing of said  
27 petition having been duly and regularly set for Monday, the 15th  
28 day of June, 1942, at the hour of 10:00 o'clock a.m. of said day  
29 before this court, and the hearing thereon having been duly and  
30 regularly continued to the 17th day of June, 1942, and said  
31 account and report and petition for settlement thereof, and  
32 said petition for final distribution having come on regularly

1 for hearing this 17th day of June, 1942, due proof having been  
2 made to the satisfaction of the court that due notice of the  
3 time and place fixed for the hearing of said account and report  
4 and said petition for settlement thereof, and said petition for  
5 final distribution, has been duly and regularly given in all  
6 respects in the manner and for the time required by law, the  
7 court now finds as a fact that due notice of the time and place  
8 fixed for the hearing of said first and final account and report  
9 and petition for settlement thereof, and of said petition for  
10 final distribution has been duly given in all respects in the  
11 manner and form and for the time required by law, and it appear-  
12 ing to the satisfaction of the court that said first and final  
13 account and report is in all respects true and correct, and sup-  
14 ported by proper vouchers, and that all moneys received by said  
15 executrix have been duly accounted for, and all the disbursements  
16 by said executrix were duly made for and on behalf of the estate  
17 of said deceased;

18 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
19 DECREED:

- 20 1. That said first and final account be and the same  
21 is hereby settled, allowed and approved as presented and filed.
- 22 2. That the statutory executrix's commissions, in the  
23 sum of Two Thousand Seven Hundred Ninety-seven and 11/100 Dollars  
24 (\$2,797.11), as specified in said first and final account, are  
25 hereby allowed to the said executrix as specified in said first  
26 and final account.
- 27 3. That the statutory attorneys' fees paid by the ex-  
28 cutrix to Tinning & DeLap, as attorneys for said executrix in  
29 the matter of the said estate, in the sum of Two Thousand Seven  
30 Hundred Ninety-seven and 11/100 Dollars (\$2,797.11), be and the  
31 same are hereby allowed and approved as specified in said first  
32 and final account.

1           4. That extraordinary legal services were necessary  
2 for and on behalf of the said estate, and were performed by said  
3 attorneys for said executrix, in the administration of the estate  
4 of said deceased, in connection with sales of personal and real  
5 property of the estate, in the settlement of complicated partner-  
6 ship accounts, and in the preparation and presentation of compli-  
7 cated estate and inheritance tax proceedings, and that the reason-  
8 able value of said extraordinary services performed by Tinning &  
9 DeLap, attorneys for the said executrix in said estate, is the  
10 sum of Seven Hundred Two and 89/100 Dollars (\$702.89), and that  
11 said sum is hereby allowed to the said attorneys for their said  
12 extraordinary services rendered for the said executrix in the  
13 matter of the said estate, and the said executrix is hereby order-  
14 ed to pay the said sum to her said attorneys as extraordinary  
15 attorneys' fees, and the same are hereby allowed and approved, as  
16 specified in said first and final account.

17           5. It further appearing that the executrix duly caused  
18 notice to the creditors of the estate of said deceased to present  
19 their claims against the said deceased, and against the estate of  
20 said deceased, to be published in the Concord Transcript, a news-  
21 paper of general circulation printed and published in the County  
22 of Contra Costa, State of California, which said notice was in  
23 the form and was published in the manner and for the period pres-  
24 cribed by law, and that on February 20, 1941, and within thirty  
25 (30) days after the last publication of said notice to creditors,  
26 said executrix caused to be filed herein an affidavit showing due  
27 publication of said notice to creditors in the manner and form  
28 prescribed by law; that more than six (6) months have elapsed  
29 since the appointment of the said executrix herein, and since the  
30 first publication of notice to creditors herein, and that the  
31 time for presenting claims against the estate of said deceased  
32 has expired.

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that due and  
2 legal notice to the creditors of the estate of said deceased to  
3 present their claims against the said deceased, and against the  
4 estate of said deceased, has been duly and regularly given and  
5 published by the executrix of the estate of said deceased, in the  
6 manner and form and for the period prescribed by law, and that  
7 the time for presenting claims of creditors against the estate  
8 of said deceased has expired.

9 6. It further appearing to the court that no claims  
10 were filed against the said estate, and that all of the debts of  
11 said deceased, and all of the debts of the estate of said de-  
12 ceased, and all of the expenses of administration thereof,  
13 funeral expenses, and expenses of the last illness of decedent,  
14 have been fully paid, satisfied, and discharged, and all taxes  
15 levied upon or assessed against the personal property of said es-  
16 tate, have been fully paid, satisfied and discharged, and that  
17 all inheritance tax payable to the State of California on the es-  
18 tate of said deceased, and upon all of the shares and interests  
19 bequeathed and devised to the legatees and devisees under the will  
20 of decedent therein, and all personal income taxes due from the  
21 decedent during his lifetime, and due from the estate of said de-  
22 ceased under the Personal Income Tax Act of 1935, as amended, to  
23 the State of California, have been paid, and that the Federal  
24 estate tax due the United States Government from the estate of  
25 said deceased has been paid by said executrix, as well as all  
26 income tax fund due and payable to the United States, and that  
27 all of the devisees and legatees under the will of the decedent,  
28 and all persons to whom any share or interest in the said estate  
29 will be distributed, are residents of the State of California,  
30 and that the said estate is now ready for distribution, and in  
31 condition to be closed.

32 7. It further appearing that all of the sales of per

1 social property belonging to the estate of said deceased which  
2 were made by the executrix during the course of her administration  
3 of said estate, were sales of personal property which would de-  
4 preciate in value if not disposed of, and would cause loss to the  
5 estate by reason of said depreciation if the same were kept, and  
6 that the prices obtained therefor were the best prices obtainable  
7 therefor, and that all of said sales were made for the full market  
8 value of the property sold, and that each of said sales was for  
9 the benefit of said estate and those interested therein.

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that each  
11 and all of the sales of personal property reported in said first  
12 and final account be, and each of them is hereby approved.

13 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that  
14 said deceased died on the 21st day of December, 1940, a resident  
15 of the County of Contra Costa, State of California, and left a  
16 will dated the 17th day of March, 1937, which has heretofore been  
17 admitted to probate herein as the last will of said decedent.  
18 That said decedent left surviving him as his sole heir at law and  
19 next of kin his surviving widow, Elodia J. Keller, aged over  
20 twenty-one (21) years, and residing at Clayton, Contra Costa  
21 County, California, and that decedent died without issued.

22 8. And it further appearing to the court that the said  
23 Elodia J. Keller, surviving widow of said decedent, has elected  
24 to take under the will of decedent, and to have distributed to  
25 her the property and estate devised and bequeathed to her under  
26 the will of said decedent, and that she does not elect to take her  
27 share of the community estate of the decedent and herself, and  
28 consents to the distribution of the estate of said decedent in ac-  
29 cordance with the terms of decedent's said will, and that she is  
30 entitled to have distributed to her, under the terms of the will  
31 of decedent, all of the personal property belonging to said  
32 estate.

1                   WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
2 that all of the following described personal property belonging  
3 to the estate of said decedent, to-wit:

4       Cash, \$5,645.46.

5  
6       10 shares of capital stock of Bank of Martinez, evidenced by  
7 certificate No. 324 for 10 shares, standing in the name of  
8 C. H. Keller.

9       10 shares of capital stock of Mount Diablo Telephone Company,  
10 evidenced by Certificate No. 38, standing in the name of C. H.  
11 Keller.

12       Promissory note executed September 22, 1938, by Joseph Chaves,  
13 Jr., and Dorothy H. Chaves, his wife, to C. H. Keller, for  
14 \$6,000.00, with interest at the rate of 6% per annum, payable  
15 semi-annually, secured by a deed of trust of same date, re-  
16 corded September 24, 1938, in Volume 490 of Official Records,  
17 at page 67, Contra Costa County Recorder's office.

18       Promissory note and mortgage for \$1,000.00 executed June 26,  
19 1937, by G. J. Foskett to C. H. Keller, interest at the rate  
20 of 6% per annum, payable December 26th and June 26th; mortg  
21 on undivided one-sixteenth (1/16) interest in real property  
22 Concord, California, recorded July 2, 1937, in Volume 280 of  
23 Official Records, page 495, Contra Costa County Recorder's  
24 Office.

25       Promissory note for \$15,000.00, dated September 12, 1937,  
26 executed by Grayson-Owen Packing Co., to C. H. Keller,  
27 payable thirty (30) days after date, with interest at the  
28 rate of 6% per annum, payable monthly.

29       Promissory note for \$400.00, executed January 11, 1939, by  
30 Donald G. Whitman and Rose S. Whitman to C. H. Keller, with  
31 interest at 6% per annum, payable annually.

32       Promissory note dated March 27, 1941, for \$150.00, executed  
33 by Joe B. Galvin and Rose C. Galvin to Elodia J. Keller,  
34 executrix of the estate of C. H. Keller, deceased, with  
35 interest at 6% per annum, from July 1, 1940, payable annually.  
36 Principal payable one day after date.

37       Promissory note for \$177.00, executed by W. W. Foskett August  
38 28, 1939, to C. H. Keller, interest rate blank. Payable one  
39 day after date.

40       Promissory note for \$219.00, dated October 24, 1933, executed  
41 by V. C. Azevedo to C. H. Keller, with interest at the rate  
42 of 8% per annum, payable quarterly.

- 1 One (1) 1938 Chevrolet pickup.
- 2 One (1) old 20 H.P. caterpillar tractor.
- 3
- 4 One (1) plow.
- 5 One (1) harrow.
- 6
- 7 One (1) team of work horses.
- 8 One (1) span of colts (2).
- 9
- 10 Five (5) saddle horses.
- 11 One (1) 2 Yr. old colt.
- 12
- 13 One (1) Yearling colt.

14  
15 together with any and all other personal property belonging to  
16 the estate of said decedent not herein particularly described,  
17 and any and all other personal property belonging to the estate  
18 of said decedent which is not now known and not herein described,  
19 which may hereafter be discovered, be and the same is hereby dis-  
20 tributed to the said Elodia J. Keller, surviving widow of said  
21 decedent.

22 9. And it further appearing to the court that under  
23 the terms of the will of decedent, Walter G. Keller, brother of  
24 decedent, who is now living, is entitled to have distributed to  
25 him the hereinafter described real property for the term of his  
26 natural life;

27 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
28 that all of the following described real property, and the rents,  
29 issues and profits thereof, named in the will of said decedent as  
30 the Marsh Creek Ranch, be and the same is hereby distributed to  
31 Walter G. Keller, brother of decedent, for the term of his natural  
32 life, which said real property, and the rents, issues and profits

d.

1 thereof, which is hereby distributed to the said Walter G. Keller  
2 for the term of his natural life, is more particularly described  
3 as follows, to-wit:

4 (A) All that certain piece or parcel of land situate  
5 in the County of Contra Costa, State of California, and more  
6 particularly described as follows, to-wit:

7 Beginning at the corner of Sections 20, 21, 28 and 29,  
8 T. 1 N., R. 1 E., M.D.M. situated on the northeasterly slope  
9 of hill from said corner a blazed white oak tree 10 inches in  
10 diameter bears S. 71 3/4° E., 40 links distant, a blazed white  
11 oak tree 4 inches in diameter and marked "B T" bears N. 10 1/2°  
12 W., 40 links distant (The witness trees above referred to are  
13 the same as referred to in R. Thompson's U. S. Deputy's field  
14 notes; thence running along the line between Sections 20 and  
15 21 North 59 chains to station, rock monument near the summit  
16 of hill covered with dense sage brush and chaparral; thence  
17 N. 89° W., descending 40.30 chains to station marked by a fence  
18 post at angle in fence; thence S. 0° 40' E., 48.25 chains to  
19 station in the center of County Road known as Marsh Creek and  
20 Clayton Road; thence running along the center of said Road as  
21 follows:- S. 42° E., 3.41 chains to station; S. 70 1/2° E., 2.50  
22 chains to station; S. 81 1/2° E., 3.11 chains to station; N. 88 1/2°  
23 E., 6.81 chains to station; S. 71° E. 2.08 chains to station;  
24 S. 47 1/2° E. 5.26 chains to station; S. 61 3/4° E., 4.00 chain-  
25 to station; S. 49 1/2° E., 2.40 chains to station; in the South  
26 ly line of Section 20, and also center line of said road, T. 1  
27 N., R. 1 E., M.D.M.; thence running along the southerly line  
28 of said Section 20 N. 89 1/2° E., 14.40 chains into place of  
29 beginning, containing an area of 221.50 acres of land, more or  
30 less, and being a portion of the S. E. 1/4 of said Section 20  
31 and the South 1/2 of the N.E. 1/4 of said Section 20, T. 1 N.,  
32 R. 1 E., M. D. M.

Being the same land conveyed to Charles H. Keller by  
deed from Manuel P. Cardoza and Mary S. Cardoza, his wife,  
dated January 6, 1916, and recorded January 7, 1916, in Volume  
259 of Deeds, at page 268, records of Contra Costa County.

EXCEPTING THEREFROM:

1- The right of way conveyed in the deed from Manuel P.  
Cardoza, et ux, to Valley Pipe Line Company, dated November 23,  
1914, and recorded May 20, 1915, in Volume 243 of Deeds at  
page 253.

2- The right of way conveyed in the deed from Manuel P.  
Cardoza, et ux, to Valley Pipe Line Company, dated November 23,  
1914, and recorded May 20, 1915, in Volume 243 of Deeds, at  
page 255.

3- The right of way conveyed in the deed from C. H.  
Keller, et ux, to Contra Costa County, dated \_\_\_\_\_, 1921,  
and recorded May 6, 1921, in Volume 392 of Deeds, at page 357.

4- The right of way conveyed in the deed from Charles  
H. Keller to Pacific Gas and Electric Company, dated January  
26, 1937, and recorded February 13, 1937, in Volume 432 of  
Official Records, at page 232.

1 5- The right of way conveyed in the deed from Charles  
2 H. Keller, et ux, to Contra Costa County, dated August 12,  
3 1938, and recorded December 8, 1938, in Volume 472 of Official  
4 Records, at page 359.

5 (B) All that certain piece or parcel of land situate  
6 in the County of Contra Costa, State of California, and more  
7 particularly described as follows, to-wit:

8 All that portion of the Southwest quarter of Section  
9 Twenty (20) in T. 1 N., R. 1 E., M.D.M., bounded and described  
10 as follows, to-wit: Bounded on the Southwest by the County  
11 road leading from Clayton to Marsh Creek; bounded on the East  
12 by the dividing line between the Southwest quarter and south-  
13 east quarter of Section Twenty (20) aforesaid, and on the  
14 north and west by a fence extending from said dividing line  
15 between the southeast quarter and southwest quarter of Section  
16 Twenty (20) southwesterly to the said County road and embrac-  
17 ing about two (2) acres of land.

18 Being the same land conveyed to C. H. Keller by Manuel  
19 P. Cardoza by deed dated September 29, 1916, and recorded  
20 September 29, 1916, in Volume 272 of Deeds, at page 424,  
21 Records of Contra Costa County.

22 (C) All that certain piece or parcel of land situate  
23 in the County of Contra Costa, State of California, and more  
24 particularly described as follows, to-wit:

25 The East one-half ( $\frac{1}{2}$ ) of the Northwest quarter, and the  
26 Northwest quarter of the Northwest quarter, and the Northeast  
27 quarter; the Northwest quarter ( $\frac{1}{4}$ ) of the Southeast quarter  
28 and the Northeast one-quarter ( $\frac{1}{4}$ ) of the Southeast quarter,  
29 and the Northeast quarter ( $\frac{1}{4}$ ) of the Southwest quarter of  
30 Section 28, Township 1 North of Range 1 East, Mount Diablo  
31 Meridian, containing 400 acres, more or less.

32 Also the West one-half ( $\frac{1}{2}$ ) of the Southwest quarter of  
Section 22, Township 1 North of Range 1 East, Mount Diablo  
Meridian, containing 80 acres, more or less.

Being the same land conveyed to Charles H. Keller by  
John A. Condie and Jean Cereghino, by deed dated January 14,  
1913, and recorded January 14, 1913, in Volume 198 of Deeds,  
at page 4, Records of Contra Costa County, California.

EXCEPTING THEREFROM the Southwest quarter ( $\frac{1}{4}$ ) of the  
Southeast quarter ( $\frac{1}{4}$ ) of Section 28, T. 1 N., R. 1 E., M. D.  
B. & M., containing 40 acres of land, more or less.

(D) All that certain piece or parcel of land situate  
in the County of Contra Costa, State of California, and more  
particularly described as follows, to-wit:

The West half of the Northwest quarter of Section  
Twenty-two (22), in Township One (1) North, Range One (1) East,  
Mt. Diablo Base and Meridian, containing 80 acres, more or  
less.

1 Being the same land conveyed to C. H. Keller by Charles  
2 Rhine, by deed dated October 11, 1920, and recorded November  
3 24, 1920, in Volume 370 of Deeds, at page 355, Records of  
4 Contra Costa County, California.

4 (E) All those certain pieces or parcels of land situ-  
5 ate in the County of Contra Costa, State of California, and  
6 more particularly described as follows, to-wit:

6 FIRST: BEGINNING at the Northeast corner of the South-  
7 west 1/4 of the Northwest 1/4 of Section 28, Township 1 North,  
8 Range 1 East, M.D.B.M., thence South 0° 06' East Ten Hundred  
9 and thirty-six and 60/100 (1036.60) feet to the center of the  
10 County Road leading from Clayton to Byron, thence along the  
11 center of said County Road the following curve to the left;  
12 Angle 7° 56' radius Nine Hundred Fifty-five (955) feet tangent  
13 North 40° 47' West a distance of One Hundred Thirty-two and  
14 63/100 (132.63) feet; thence North 48° 44' West three Hundred  
15 and Eighteen and 93/100 (318.93) feet; thence along curve to  
16 the right, angle 25° 20', radius Eight Hundred Eighteen and  
17 57/100 (818.57) feet, a distance of three hundred Sixty-one  
18 and 90/100 (361.90) feet; thence North 23° 24' West Ninety-six  
19 and 75/100 (96.75) feet; thence along curve to the left, angle  
20 32° 32', radius Four Hundred Seventy-seven and 50/100 (477.50)  
21 feet, a distance of Two Hundred Seventy-one and 11/100 (271.11)  
22 feet; thence North 55° 56' West Two Hundred Sixty-six and 17/100  
23 (266.17) feet; thence leaving road South 89° 54' East Nine  
24 Hundred Seventy-two and 10/100 (972.10) feet, to place of  
25 beginning.

26 Containing an area of Eleven and 30/100 (11.30) acres,  
27 more or less, and being the Northeastly portion of the  
28 Southwest 1/4 of the Northwest 1/4 of Section 28, Township 1  
29 North, Range 1 East, M. D. B. & M.

30 SECOND: BEGINNING at the common corner of Section 20,  
31 21, 28, and 29, Township 1 North, Range 1 East, M.D.B.M.,  
32 thence South 0° 05' West Seven Hundred Fifty-eight and 52/100  
(758.52) feet to the center of the County Road leading from  
Clayton to Byron; thence along the center of said road North  
66° 48' West Two Hundred Eighty-seven and 68/100 (287.68) feet;  
thence along curve to right, angle 35° 05', radius Nine Hundred  
Fifty-five (955) feet, a distance of Five Hundred Eighty-four  
and 72/100 (584.72) feet; thence North 31° 43' West One Hundred  
Seventy-nine and 62/100 (179.62) feet; thence on curve to left,  
angle 9° 01', radius Nine Hundred Fifty-five (955) feet, a  
distance of One Hundred Fifty and 53/100 (150.53) feet; thence  
leaving road South 89° 42' East Eight Hundred Eighty-four and  
95/100 (884.95) feet to the place of beginning.

27 Containing Nine and 81/100 (9.81) acres, more or less,  
28 and being a portion of the Northeast 1/4 of the Northeast 1/4  
29 of Section 29, Township 1 North, Range 1 East, M.D.B.M.

30 Being the same lands conveyed to C. H. Keller by Edward  
31 A. Howard and Daisy B. Howard, his wife, by deed dated November  
32 24, 1920, and recorded November 30, 1920, in Volume 368 of  
Deeds, at page 476, Records of Contra Costa County, California.

(F) All that certain piece or parcel of land situate in

1 the County of Contra Costa, State of California, and more  
2 particularly described as follows, to-wit:

3 The West 1/2 of Section 21, Township 1 North, Range 1  
4 East, Mount Diablo Base and Meridian.

5 EXCEPTING THEREFROM: "All oil, gas and mineral existing  
6 on said premises with right-of-way and other easements necessary  
7 to the commercial exploitation of any or all said oil, gas, or  
8 minerals, it being understood, however, that the said grantee,  
9 his heirs, executors, administrators and assigns are to be  
10 reimbursed for actual damages suffered through operations, and  
11 it being further understood that said reservation shall last  
12 only for a period of twenty years from the date hereof, except  
13 that grantors, their successors and assigns, shall have the  
14 privilege of working to exhaustion any mine or well which is  
15 being worked at the termination of said period", as provided  
16 for in the deed from the Executors of the Estate of Mary Ives  
17 Crocker, Deceased, to Charles H. Keller, dated October 18,  
18 1935, and recorded February 10, 1936, (File No. 1553).

19 Being the same land conveyed to Charles H. Keller by  
20 deed from William L. McLaine and C. H. Lamberton, as Executors  
21 of the Last Will and Testament of Mary Ives Crocker, deceased,  
22 dated October 18, 1935, and recorded February 10, 1936, in  
23 Volume 402, page 298, Official Records of Contra Costa County.

24 (G) All that certain piece or parcel of land situate  
25 in the County of Contra Costa, State of California, and more  
26 particularly described as follows, to-wit:

27 East half (E $\frac{1}{2}$ ) of Section Twenty-one (21), Township One  
28 (1) North, Range One (1) East, Mount Diablo Base and Meridian,  
29 containing three hundred and twenty acres (320), more or less.

30 Being the same land conveyed to Charles H. Keller by  
31 Kate Dillon Winship and Amory Winship, her husband, by deed  
32 dated October 15, 1920, and recorded October 25, 1920, in  
33 Volume 369 of Deeds, at page 309, Records of Contra Costa  
34 County.

35 EXCEPTING THEREFROM the following described right of way  
36 and easement conveyed to Shell Oil Company Incorporated by  
37 deed dated December 22, 1941, by Elodia J. Keller, executrix  
38 of the estate of C. H. Keller, also known as Charles Harry  
39 Keller, and Harry Keller, deceased, and recorded on the 5th day  
40 of January, 1942, in the office of the County Recorder of Contra  
41 Costa County, State of California, in Volume 654, of Official  
42 Records, at page 285, thereof, to-wit:

43 A right of way and easement to lay, erect, construct,  
44 maintain, operate, repair, renew, change the size of and remove  
45 two (2) pipelines, together with the connections, fittings and  
46 appurtenances thereto, for use for the transportation of oil,  
47 petroleum, and other hydro-carbon substances over, across,  
48 along and under the hereinafter described right of way, together  
49 with the right of ingress to and egress from said lands over  
50 and along the hereinafter described right of way, and no other  
51 portion of the lands of the grantor, which said right of way is  
52 ten (10) feet in width, the center line of said right of way  
53 being described as follows, to-wit:

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32

Beginning at a point on the West line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 20, Township 1 North, Range 1 East, M.D.B. & M., which bears North 0° 13' 15" West 837.37 feet from the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$ ), thence South 21° 39' 00" East 66.93 feet to the true point of beginning, thence from said true point of beginning North 21° 39' 00" West 66.93 feet; thence North 21° 39' 00" West 6.02 feet, thence North 36° 39' 15" West 97.39 feet, thence North 32° 37' 45" West 102.47 feet to a point, the same being the point where said center line intersects an existing pipe line.

The grantee shall exercise the rights herein granted in such a manner as to interfere as little as may be practicable with the grantor's full use and enjoyment of said lands, but it is understood and agreed that the grantor shall not erect any building or other permanent structures, or plant trees, or drill or excavate over any pipe line lands on said easement pursuant to this grant.

The grantee shall bury all pipe lines constructed on said right of way so that the same shall be at all points at least eighteen inches (18") below the surface of the ground, and shall promptly and properly backfill all excavations made by and for the grantee on said premises.

The grantee shall pay the grantor, or her successors or assigns, as the case may be, for all damage to any of the grantor's crops or fences located on said right of way, which may be caused by or result from the exercise of the rights hereby granted.

This grant and all the terms and provisions hereof shall bind and inure to the benefit of the respective heirs, successors, and assigns of the grantor, and the grantee.

subject to the right of Elodia J. Keller, surviving widow of decedent, to use the two (2) summer cabins located on said real property, together with the right of ingress to and egress from said cabins from the public road; and the right to use the said two (2) summer cabins located on said real property, together with the right of ingress to and egress from the same to and from the public road during the said lifetime of the said Walter G. Keller, is hereby distributed to Elodia J. Keller, surviving widow of said decedent, and the foregoing described real property, and the whole thereof, is hereby distributed to Elodia J. Keller, surviving widow and sole heir at law of said decedent, in fee simple absolute, subject only to the said life estate of the said Walter G. Keller in and to the above described real property, and the rents, issues and profits thereof.

d.

1                   10. And it appearing to the court that under the terms  
2 of the will of decedent, Elodia J. Keller, surviving widow of  
3 said decedent, is entitled to have distributed to her all of the  
4 rest, residue and remainder of the estate of said decedent,  
5 together with the rents, issues and profits thereof, for the  
6 term of her natural life, subject to the lien thereon, and the  
7 charge against, and the duty on the part of the said Elodia J.  
8 Keller to pay to Nellie G. Keller, a sister of said decedent, who  
9 is living, the sum of Fifty Dollars (\$50.00) per month so long as  
10 the said Nellie G. Keller lives; that the said Nellie G. Keller,  
11 sister of said decedent, who is living, is entitled, under the  
12 terms of said will, to have distributed to her the right to  
13 receive from Elodia J. Keller the sum of Fifty Dollars (\$50.00)  
14 per month so long as the said Nellie G. Keller lives, said sum  
15 to be paid to said Nellie G. Keller by the said Elodia J. Keller  
16 so long as the said Elodia J. Keller lives, that said right of  
17 Nellie G. Keller to receive said monthly payments of Fifty Dol-  
18 lars (\$50.00) per month during her lifetime shall be a lien upon  
19 the life estate in all of the rest, residue and remainder of the  
20 estate of said decedent distributed to Elodia J. Keller, and a  
21 charge against the said Elodia J. Keller, and her said life es-  
22 tate in all of the rest, residue and remainder of the estate of  
23 said decedent, during the term of the natural life of the said  
24 Elodia J. Keller; and that Walter G. Keller and Archibald B.  
25 Tinning, as trustees under the will of said decedent, are entitl-  
26 ed to have distributed to them, as such trustees, subject only to  
27 the said life estate in the said Elodia J. Keller, all of the rest,  
28 residue and remainder of the estate of said decedent in trust,  
29 as hereinafter specified.

30                   WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
31 that all of the rest, residue and remainder of the estate of said  
32 deceased, hereinafter more particularly described, and the rents,

1 issues and profits thereof, be and the same is hereby distributed  
2 as follows:

3 To Elodia J. Keller, surviving widow of said deceased,  
4 for the term of her natural life, to-wit:

5 1. All that certain piece or parcel of land situate in  
6 the County of Contra Costa, State of California, and more  
7 particularly described as follows, to-wit:

8 Portion of the Southwest 1/4 of the Northwest 1/4 of  
9 Section 13, Township 1 North, Range 1 West, Mount Diablo Base  
10 and Meridian, described as follows:

11 Beginning at a point in the center line of the County  
12 Road running from Clayton to Brentwood as it now exists  
13 (February, 1940) which bears North 89° 15' West 233.91 feet  
14 from the northeast corner of the 231.19 acre parcel of land  
15 described in the deed from Oakland Title Insurance and Guaranty  
16 Company to Frank Murchio, et ux, dated March 7, 1930, and re-  
17 corded March 11, 1930, in Volume 222 of Official Records, at  
18 page 254; thence from said point of beginning north 89° 15'  
19 west along a north line of said parcel, 365.3 feet; thence  
20 north 34° 22' 30" west along a northeast line of said 231.19  
21 acre parcel, 342.8 feet; thence continuing on said last men-  
22 tioned course to the center line of the County Road above re-  
23 ferred to; thence southeasterly along said center line to the  
24 point of beginning.

25 EXCEPTING THEREFROM: The right of the public over that  
26 portion of said premises lying within the County Road running  
27 along the northeast line of said premises as the same existed  
28 on the 25th day of March, 1940, and over that portion of said  
29 premises lying within the old County Road along the south and  
30 west lines of said premises.

31 ALSO EXCEPTING THEREFROM all of the following described  
32 portion of said premises:

33 Beginning at the section corner common to Sections 11,  
34 12, 13 and 14, T. 1 N., R. 1 W., M.D.B. & M., thence running  
35 along the section line common to Sections 13 and 14, S. 0°-23'-  
36 10" W. 2266.47 ft. (the course of said section line being taken  
37 as S. 0°-23'-10" W. for purpose of this description); thence  
38 East, 292.04 feet to a point on a curve to the left with a  
39 radius of 1270 feet; from which point the center of said curve  
40 bears N. 44°-45' E., said point being the point of beginning  
41 of the following described parcel of land; thence southeasterly  
42 along said curve to the left a distance of 89.96 feet; thence  
43 S. 56°-56'-40" E., 337.57 feet; to a point on a curve to the  
44 left with a radius of 1270 feet; from which point the center  
45 of said curve bears N. 25°-25' E.; thence Southeasterly along  
46 said curve, 63.51 feet to a point on the westerly line of that  
47 certain 199.375 acre tract of land described in a deed from  
48 Mt. Diablo Vineyards, Inc., a corporation, to Joseph L. DaRosa,  
49 Jr., (a single man), recorded October 26, 1937, in Volume 452,  
50 Official Records, at page 392, records of Contra Costa County,  
51 California; thence along said westerly line the following  
52 courses and distances: S. 42°-12'-40" E., 6.21 feet; S. 54°-  
53 49'-40" E., 100.00 feet; S. 62°-52'-40" E., 100.00 feet;

d.

1 S. 75°-26'-40" E., 70.70 feet to a point on the northerly line  
2 of that 20 acre tract described in that certain deed from  
3 Frank Murchio to Victor Shilton, a single man, recorded May 27,  
4 1938, in Volume 456, at page 230, Official Records of Contra  
5 Costa County; from which point an iron bolt at the northeast  
6 corner of said 20 acre tract bears S. 88°-44'-40" E., 233.91  
7 feet; thence leaving the westerly line of said 199.375 acre  
8 tract and running along the northerly line of said 20 acre  
9 tract, N. 88°-44'-40" W., 57.31 feet to a point on a curve to  
10 the right with a radius of 1330 feet, from which point the  
11 center of said curve bears N. 13°-29'-20" E.; thence leaving  
12 said northerly line, Northwesterly along said curve to the  
13 right, 117.10 feet; thence N. 70°-07'-50" W. 264.59 feet;  
14 thence N. 51°-22'-20" W., 84.88 feet to a point on a north-  
15 easterly line of that 231.19 acre tract described in that cer-  
16 tain deed from Rudolf Kirs and Mary Kirs, his wife, as joint  
17 tenants, to Jack Murchio, recorded June 21, 1935, in Volume  
18 382, at page 485, Official Records of Contra Costa County,  
19 from which point a northeasterly corner of said tract bears  
20 N. 35°-51' W., 140.34 feet; thence along the northeasterly  
21 line of said 231.19 acre tract and the northwesterly production  
22 thereof N. 35°-51' W., 266.69 feet to the point of beginning.

23 Containing a gross area of 0.80 acre and a net area of  
24 0.64 acre, exclusive of present county road lying within the  
25 boundaries of above described portion of land

26 2. All that certain piece or parcel of land situate in  
27 the County of Contra Costa, State of California, and more  
28 particularly described as follows, to-wit:

29 Portion of the Rancho Monte Del Diablo, containing 90  
30 acres, more or less, described as follows:

31 Beginning at the intersection of the South line of the  
32 County Road running from Concord to Clayton with the East line  
33 of a 40 foot County Road running Southerly, said point of be-  
34 ginning being at the Northwest corner of the parcel of land  
35 described in the deed from Thomas R. Lewis, et al, to Alexander  
36 S. Borba, dated February 9, 1903, and recorded February 18,  
37 1903, in Volume 95 of Deeds, at page 472; thence from said  
38 point of beginning South 24° 23' West along the West line of  
39 said Borba tract and along the extension Southerly thereof,  
40 44.10 chains; thence North 41° 41' West along the Northerly  
41 line of a 40 foot road, 25.305 chains to the East line of the  
42 10 acre tract of land described in the deed from Robert Hanson  
43 to James Jackson, dated April 17, 1895, and recorded April 25,  
44 1895, in Volume 70 of Deeds at page 126; thence North 24° 25'  
45 East along said East line 33.89 chains to the South line of the  
46 County Road running from Concord to Clayton; thence South 65°  
47 35' East along said line, 23.11 chains to the point of begin-  
48 ning.

49 EXCEPTING THEREFROM:

50 1- The East 40 feet of the premises as described in the  
51 deed from Benjamin Jones to Board of Supervisors of the County  
52 of Contra Costa, dated November 8, 1890, and recorded November  
13, 1890, in Volume 59 of Deeds, at page 216; containing 2.69  
acres, more or less.

d.

1 2- "The right of way from time to time to lay, con-  
2 struct, reconstruct, replace, renew, maintain, repair, operate,  
3 change the size of and remove pipes and pipe lines for the  
4 transportation of oil, petroleum, gas, water and other sub-  
5 stances or any thereof (not to exceed three such pipe lines in  
6 all) and if the same shall be desired, to erect, maintain,  
7 operate and remove upon a single line of poles, telephone and  
8 telegraph lines or either of them, over, through, under and  
9 across lands of the grantors", as provided for in the deed from  
10 Charles E. Donnelly, et ux, to Valley Pipe Line Company, dated  
11 April 24, 1915, and recorded May 20, 1915, in Volume 243 of  
12 Deeds, at page 251. Said deed provides as follows: "All pipe  
13 laid under this grant shall be buried to such depth as to fur-  
14 nish practical anchorage, and not to interfere with the  
15 ordinary cultivation, irrigation or drainage of said land. The  
16 pipe lines hereinbefore provided for shall be laid upon a  
17 course across said land, approximately as delineated on blue  
18 print map hereto attached and by reference made a part hereof.  
19 The line of poles for the telephone and telegraph lines here-  
20 inbefore provided for, shall be erected along the following  
21 described route; Beginning at a point on the easterly line of  
22 the above described property, at a point where the pipe line  
23 enters said property; thence along, parallel with and up  
24 against the easterly fence line to the southeasterly corner of  
25 the above described property; thence along, parallel with and  
26 up against the fence line on the southerly boundary of the  
27 above described property."

15 3- "The right of way and easement to erect, construct,  
16 repair, replace, maintain and use, from time to time as said  
17 party of the second part, its successors and assigns may see  
18 fit, over, along, across and upon the lands of said parties of  
19 the first part, hereinafter particularly described, for trans-  
20 mission and distribution of electricity, and for all purposes  
21 connected therewith, poles and wires suspended thereon and  
22 supported thereby, and all necessary or proper cross arms,  
23 braces, connections, fastenings, guys and other appliances and  
24 fixtures, and wires for the telephone purposes of said party  
25 of the second part, its successors and assigns; also to make  
26 the necessary clearing for the purposes aforesaid", as provided  
27 for in the deed from C. E. Donnelly, et ux, to Great Western  
28 Power Company of California, dated June 26, 1930, and recorded  
29 July 3, 1930, in Volume 237 of Official Records, at page 240.  
30 The specific location of said right of way is not defined of  
31 record.

26 3. (A) All those certain lots, pieces or parcels of land  
27 situate in the County of Contra Costa, State of California, and  
28 more particularly described as follows, to-wit:

28 Parcel #1: The South One-half (S $\frac{1}{2}$ ) of Section Twenty-  
29 six (26), Township 2 North, Range 1 West, Mount Diablo Base  
30 and Meridian.

30 Saving and Excepting that certain tract of land con-  
31 veyed to John Tormey by A. W. Maltby by deed dated October 8,  
32 1906, and recorded October 9, 1906, in Vol. 120 of Deeds, page  
268, more particularly described as follows:

d.

1 Beginning at the Northwest corner of the Southwest 1/4 of Sec-  
2 tion 26, Township 2 North, Range 1 West, thence Southerly  
3 along the Western Boundary line of said Section 26, 17.76  
4 chains to station in the center of a County Road; thence North  
5 38° East along the center of said County Road 3.55 chains to  
6 station; thence North 31½° East, 7.70 chains to station; thence  
7 North 38½° East, 4.60 chains to station; thence North 23° East,  
8 2.90 chains to station; thence North 6° 45' West, 2.40 chains  
9 to station on quarter section line; thence South 89° West  
10 leaving road and along said quarter section line, 9.84 chains  
11 into the point of beginning. Containing 10.60 acres of land  
12 and being a portion of the Southwest 1/4 of Section 26, Town-  
13 ship 2 North, Range 1 West, Mount Diablo Meridian.

14 Parcel #2: The fractional North One-half (N.½) of Sec-  
15 tion Thirty-five (35), Township 2 North, Range 1 West, Mount  
16 Diablo Base and Meridian. Containing 307.20 acres of land.

17 Parcel #3: Beginning at a point where the western  
18 boundary line of Section 35, Township 2 North, Range 1 West,  
19 Mount Diablo Base and Meridian, intersects the eastern bound-  
20 ary line of the Rancho Monte del Diablo; thence North 47° West  
21 along grant line 15.48 chains to station; thence North 58° 30'  
22 East leaving grant line 13 chains to station on the western  
23 boundary line of Section 35 aforesaid; thence South along the  
24 western boundary line of Section 35, 17.39 chains into the  
25 point of beginning. Containing 9.72 acres of land and being  
26 a portion of Lot 1 in Section 34, Township 2 North, Range 1  
27 West, Mount Diablo Meridian.

28 Parcel #4: Beginning at a point on the Western boundary  
29 line of Section 35, Township 2 North, Range 1 West, Mount  
30 Diablo Meridian, 3.80 chains Southerly from the Northwest  
31 corner of said Section 35, thence North 31° 15' West along the  
32 center of a County Road, 6.36 chains to station; thence North  
33 5° East, 6.56 chains to station; thence North 46 1/4° East,  
34 3.48 chains to station; thence North 20° West, 4.41 chains to  
35 station; thence North 4 1/4° West, 3.93 chains to station;  
36 thence North 26° East 2.48 chains to station; thence North 38°  
37 East, 1.68 chains to station on the Western boundary line of  
38 Section 26; thence Southerly along the Western boundary line  
39 of Sections 26 and 35, 26.00 chains into the point of begin-  
40 ning. Containing 4.89 acres of land and being portions of the  
41 Northeast 1/4 of Section 34 and the Southeast 1/4 of Section  
42 27, Township 2 North, Range 1 West, Mount Diablo Meridian.

43 Parcel #5: The Northwest 1/4 of Section Thirty-six (36)  
44 Township 2 North, Range 1 West, and the Southwest 1/4 of Sec-  
45 tion Twenty-five (25), Township 2 North, Range 1 West, Mount  
46 Diablo Meridian. Containing 320 acres of land.

47 Being the same land conveyed to Charles Henry Keller by  
48 Eleanor B. Maltby by deed dated August 29, 1925, and recorded  
49 September 2, 1925, in Volume 1, Official Records, page 348,  
50 Records of Contra Costa County.

51 EXCEPTING THEREFROM:

52 1. Right of way granted to Contra Costa County by John  
53 Tormey and A. W. Maltby by deed dated April 20, 1908, and re-  
54 corded December 9, 1908, in Volume 141 of Deeds, at page 468,  
55 Contra Costa County Records.

1 2. Right of way conveyed by Charles H. Keller to Contra  
2 Costa County by deed dated July 18, 1931, and recorded Novem-  
3 ber 20, 1931, in Volume 295 at page 75, Official Records of  
4 Contra Costa County.

4 (B) All those certain pieces or parcels of land situate  
5 in the County of Contra Costa, State of California, and more  
6 particularly described as follows, to-wit:

6 Parcel One: The south one-half of the south one-half  
7 of the southeast one-quarter of Section 22; the northwest one-  
8 quarter of Section 26 and the northeast one-quarter of Section  
9 27, Township 2 North, Range 1 West, Mount Diablo Base and  
10 Meridian.

9 EXCEPTING THEREFROM:-

10 1. That parcel of land described in the deed from John  
11 Torrey and A. W. Maltby to Contra Costa County, dated April 20,  
12 1908, and recorded December 9, 1908, in Volume 141 of Deeds,  
13 at page 468, as follows:-

12 "Beginning at the intersection of the center line of  
13 proposed County Road with the line between Sections 23 and 26,  
14 T. 2N., R. 1 W., M.D.M., the southerly line of lands formerly  
15 belonging to Hecht and Cohen; thence running along the center  
16 of Road 40 feet in width S. 22 $\frac{1}{4}$ ° E. 10.31 chains to station;  
17 thence S. 2° E. 9.12 chains to station; S. 14° W. 10.35 chains  
18 to station; thence S. 6 $\frac{1}{2}$ ° W. 7.05 chains to station; thence S  
19 6 $\frac{1}{2}$ ° E. 7.00 chains to station; thence S. 31° W. 5.90 chains to  
20 station; thence S. 36° W. 12.29 chains to station; thence S.  
21 11 $\frac{1}{2}$ ° E. 9.40 chains to station; thence S. 5 $\frac{1}{4}$ ° E. 2.87 chains  
22 to station; thence S. 4 $\frac{1}{4}$ ° W. 6.35 chains to station; thence S.  
23 39° E. 3.87 chains to station on dividing line between lands  
24 formerly owned by Hecht and T. A. Hyde; thence S. 39° E. 1.47  
25 chains to station; thence S. 14 $\frac{1}{2}$ ° E. 5.40 chains to station;  
26 thence S. 76  $\frac{3}{4}$ ° W. 2.28 chains to station; thence S. 76 $\frac{1}{4}$ ° W.  
27 11.49 chains to station in the easterly boundary of the Rancho  
28 Monte Del Diablo, Contra Costa County, California, containing  
29 an area of 6.41 acres of land and being a portion of a certain  
30 road laid out in the matter of the petition of J. A. Bailey,  
31 et al, Road District No. 1 Supervisor District No. 4 (formerly  
32 Supervisor District No. 3) Report of Viewers filed July 7,  
1902, as now fenced".

23 "For the sole purpose of a public road and none other,  
24 and in case said land is abandoned for road purposes it is to  
25 revert to the parties of the first part, their heirs or assigns."

25 2. A strip of land 50 feet wide for road purposes as  
26 described in the deed from Elizabeth Ivey Brubeck, et al, to  
27 Contra Costa County, dated July 18, 1931, the center line of  
28 which is described as follows:

28 Beginning at a point on the north line of Section 26,  
29 Township 2 North, Range 1 West, Mount Diablo Base and Meridian,  
30 from which point the northwest corner of said Section 26 bears  
31 south 87° 59' 45" west 972.37 feet and the center of a curve to  
32 the left with a radius of 400 feet, bears south 60° 45' east;  
thence running along said curve in a southwesterly direction  
164.65 feet; thence tangent to said last mentioned curve, south  
5° 40' west 1314.17 feet; thence southwesterly and tangent to  
the last mentioned course along the arc of a circular curve to

1 the right with a radius of 1700 feet, 397.59 feet; thence tan-  
2 gent to said last mentioned curve, south 19° 04' west, 110.03  
3 feet; thence southerly and tangent to the last mentioned course  
4 along the arc of a circular curve to the left with a radius of  
5 1500 feet, 557.63 feet; thence tangent to the last mentioned  
6 curve, south 2° 14' east, 200.77 feet; thence southwesterly and  
7 tangent to the last mentioned course along the arc of a cir-  
8 cular curve to the right with a radius of 500 feet, 333.07 feet;  
9 thence tangent to said last mentioned curve, south 35° 56' west  
10 161.46 feet; thence southwesterly and tangent to the last men-  
11 tioned course along the arc of a circular curve to the left  
12 with a radius of 1500 feet, 94.30 feet; thence tangent to said  
13 last mentioned curve south 32° 20' west 561.28 feet; thence  
14 southwesterly and tangent to said last mentioned course along  
15 the arc of a circular curve to the right with a radius of  
16 1500 feet, 100.36 feet; thence tangent to said last mentioned  
17 curve, south 36° 10' west 174.78 feet; thence southwesterly and  
18 tangent to the last mentioned course along the arc of a cir-  
19 cular curve to the left with a radius of 400 feet, 224.33 feet;  
20 thence tangent to said last mentioned curve, south 4° 02' west  
21 395.01 feet; thence southwesterly and tangent to said last men-  
22 tioned course along the arc of a circular curve to the right  
23 with a radius of 400 feet, 209.44 feet; thence tangent to said  
24 last mentioned curve south 34° 02' west 91.90 feet; thence  
25 southwesterly and tangent to the last mentioned course along  
26 the arc of a circular curve to the left with a radius of 450  
27 feet, a distance of 144.25 feet; thence tangent to the last  
28 mentioned curve, south 15° 40' west, a distance of 237 feet;  
29 thence southeasterly and tangent to the last mentioned course  
30 along the arc of a circular curve to the left with a radius of  
31 400 feet, 293.22 feet; thence tangent to said last mentioned  
32 curve south 26° 20' east, 89.48 feet; thence southwesterly and  
tangent to the last mentioned course along the arc of a cir-  
cular curve to the right with a radius of 300 feet, 446.02  
feet; thence tangent to said last mentioned curve south 58° 51'  
west, 343.51 feet to a point on the northeasterly boundary line  
of the Rancho Monte Del Diablo, located thereon north 46° 53'  
west, a distance of 1024.91 feet, from the point of intersec-  
tion of said Rancho line with the easterly line of Section 34,  
Township 2 North, Range 1 West, Mount Diablo Base and Meridian.

22 Parcel Two: A portion of the northwest one-quarter of  
23 the southwest one-quarter of Section 26, Township 2 North,  
24 Range 1 West, Mount Diablo Base and Meridian, containing 10.6  
25 acres, more or less, described as follows:

24 Beginning at the northwest corner of the southwest  
25 quarter of Section 26, Township 2 North, Range 1 West, Mount  
26 Diablo Base and Meridian; thence southerly along the western  
27 boundary line of said Section 26, 17.76 chains to station in  
28 center of County Road; thence north 38° east along the center  
29 of said Road, 3.55 chains to station; thence north 31½° east  
30 7.70 chains to station; thence north 38½° east 4.60 chains to  
31 station; thence north 23° east 2.90 chains to station; thence  
32 north 6° 45' west 2.40 chains to station on quarter section  
line; thence south 89° west leaving road and along said quarter  
section line 9.84 chains into the point of beginning, and being  
all that portion of the southwest quarter of Section 26 lying  
west of the County Road which crosses said quarter section.

31 EXCEPTING THEREFROM:

32 1. That parcel of land described in the deed from John

d.

1 Tormey and A. W. Maltby to Contra Costa County, dated April 20,  
2 1908, and recorded December 9, 1908, in Volume 141 of Deeds,  
3 at page 468. For description of said parcel of land see excep-  
4 tion No. 1 following the description of Parcel One.

5 2. A strip of land 50 feet wide for road purposes as  
6 described in the deed from Elizabeth Ivey Brubeck, et al, to  
7 Contra Costa County, dated July 18, 1931. For description of  
8 said parcel of land see exception No. 2 following the descrip-  
9 tion of Parcel One.

10 Parcel Three: Lot 3 in Section 27; the north one-half  
11 of the southeast one-quarter of Section 27; the southeast one-  
12 quarter of the southeast one-quarter of Section 27 and Lot 1  
13 in Section 34, Township 2 North, Range 1 West, Mount Diablo  
14 Base and Meridian.

15 EXCEPTING THEREFROM:-

16 1. That parcel of land described in the deed from John  
17 Tormey and A. W. Maltby to Contra Costa County, dated April 20,  
18 1908, and recorded December 9, 1908, in Volume 141 of Deeds,  
19 at page 468. For description of said parcel of land see excep-  
20 tion No. 1 following the description of Parcel One.

21 2. Those parcels of land described in the deed from John  
22 Tormey to A. W. Maltby dated October 8, 1906, and recorded  
23 October 9, 1906, in Volume 120 of Deeds, at page 269, as fol-  
24 lows:

25 (A) Beginning at a point where the western boundary  
26 line of Section 35, Township 2 North, Range 1 West, Mount  
27 Diablo Base and Meridian, intersects the eastern boundary line  
28 of the Rancho Monte Del Diablo; thence north 47° west along  
29 the grant line 15.48 chains to station; thence north 58° 30'  
30 east leaving the grant line 13.00 chains to station on western  
31 boundary line of said Section 35; thence south along the wes-  
32 tern boundary line of said Section 35, 17.39 chains into the  
point of beginning, containing 9.72 acres of land, more or  
less, and being a portion of Lot 1 of Section 34.

(B) Beginning at a point on the western boundary line  
of Section 35 aforesaid, 3.80 chains southerly from the north-  
west corner of said Section 35; thence north 31° 15' west  
along the center of the County Road 6.36 chains to station;  
thence north 5° east 6.56 chains to station; thence north  
46 1/4° east 3.48 chains to station; thence north 20° west 4.41  
chains to station; thence north 4 1/4° west 3.93 chains to  
station; thence north 26° east 2.48 chains to station; thence  
north 38° east 1.68 chains to station on the western boundary  
line of Section 26; thence southerly along the western boundary  
line of Sections 26 and 35, 26.00 chains into the point of be-  
ginning, containing 4.89 acres of land, more or less, and being  
a portion of Lot 1 of Section 34 and the southeast quarter of  
Section 27, Township 2 North, Range 1 West, Mount Diablo Base  
and Meridian.

3. A strip of land 50 feet wide for road purposes as  
described in the deed from Elizabeth Ivey Brubeck, et al, to  
Contra Costa County, dated July 18, 1931; for description of  
said parcel of land, see exception No. 2 following the des-  
cription of Parcel One.

d.

1 (C) All that certain lot, piece, or parcel of land  
2 situate in the County of Contra Costa, State of California, and  
more particularly described as follows, to-wit:

3 The Northeast one-quarter (NE $\frac{1}{4}$ ) of Section Twenty-six  
4 (26) in Township Two (2) North, Range One (1) West, Mount  
Diablo Base and Meridian, containing One Hundred Sixty (160)  
5 acres of land;

6 Also that certain right of way and perpetual easement  
7 over the lands now or formerly owned by Jeff A. Bailey, which  
8 said right of way and perpetual easement is more particularly  
9 described in that certain deed dated the 3rd day of July, 1919  
10 executed by Jeff A. Bailey as party of the first part, to G.  
Todaro as party of the second part, and recorded in the office  
of the County Recorder of the County of Contra Costa, State of  
California, on the 11th day of July, 1919, in Volume 341 of  
Deeds, at page 237, together with all rights and privileges  
11 granted and given by said instrument;

12 Also that certain right of way and perpetual easement  
13 over the lands now or formerly owned by J. E. Gore, which said  
14 right of way and perpetual easement is more particularly des-  
15 cribed in that certain deed dated the 1st day of November,  
1920, executed by J. E. Gore as party of the first part, to  
G. Todaro as party of the second part, and recorded in the  
office of the County Recorder of the County of Contra Costa,  
State of California, on the 17th day of November, 1920, in  
Volume 382 of Deeds, page 159, together with all rights and  
privileges granted and given by said instrument.

16 Being the same land conveyed to Charles Henry Keller by  
17 deed from C. A. Hooper & Co., a corporation, dated December 1,  
1928, and recorded December 11, 1928, in Volume 174 of Official  
18 Records, at page 10, Records of Contra Costa County.

19 EXCEPTING THEREFROM:-

20 1. The right of way conveyed in the deed from W. M.  
21 Bailey to Great Western Power Company, dated September 10,  
1912, and recorded September 24, 1912, in Volume 185 of Deeds,  
22 at page 416.

23 2. The right of way conveyed in the deed from Jeff A.  
24 Bailey to G. Todaro, dated July 3, 1919; and recorded July 11,  
1919, in Volume 341 of Official Records, at page 237.

25 3. The right of way conveyed in the deed from J. E.  
26 Gore to G. Todaro, dated November 1, 1920, and recorded Novem-  
ber 17, 1920, in Volume 382 of Deeds, at page 159.

27 All portions of Item No. 3 (Maltby Hills Ranch), lying  
28 westerly of the road commonly known as Bailey Road, are sub-  
29 ject to the lease dated December 5, 1941, executed by Elodie  
30 J. Keller, as executrix of the estate of C. H. Keller, also  
31 known as Charles Harry Keller, and Harry Keller, deceased,  
32 lessor, to R. E. Flackus and Marshall McKean, recorded on the  
2nd day of January, 1942, in Volume 654 of Official Records,  
at page 265 thereof, in the office of the County Recorder of  
the County of Contra Costa, State of California, for the term  
commencing on the 1st day of October, 1941, and ending on the  
30th day of September, 1944.

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4. (A) All those certain lots, pieces, or parcels of land situate in the County of Contra Costa, State of California, and more particularly described as follows, to-wit:

1. All of Section 12, Tp. 1 N., R. 1 W., M.D.B. & M. and that part of Section 11 of Tp. 1 N., R. 1 W., M.D.B. & M., lying upon and Easterly of Mitchell Creek and North of the Town of Clayton, being the same land described in a deed made by G. W. Lewis to Grace L. Stilwell, dated July 25, 1889, and recorded in the office of the County Recorder of the County of Contra Costa, California, on the 23rd day of August, 1889, in Vol. 56 of Deeds, page 410.

2. All of the land North and East of land of Paul de Martini, and South and West of the lands formerly owned by William S. Tevis in Section 11, Tp. 1 N., R. 1 W., M.D.B. & M. Said lots, pieces or parcels of land lying upon Mitchell Creek, North of the County Road, and being portions of the property known as the Clayton Ranch, and being all of the lands conveyed by Charles J., Elizabeth A., Henry A., Theo B., Frank and Anna A. Clayton by deed recorded in the office of the County Recorder of the County of Contra Costa, in Volume 75 of Deeds, page 299.

Being the same land conveyed to Charles H. Keller by The Pacific Realty Company by deed dated February 18, 1909, and recorded February 23, 1909, in Volume 140 of Deeds, at page 493, Contra Costa County Records.

EXCEPTING THEREFROM:-

1. All lands lying westerly or to the left to one looking from the point of commencement of the following described agreed boundary line, as described in the agreement establishing boundary line and reciprocal quit claim deeds, dated October 14, 1940, made by Henry De Martini, Paul De Martini, Jr., Walter J. De Martini, and Jean Cereghino, as first parties, and Charles H. Keller and Elodia Keller, his wife, as second parties, which said agreement and reciprocal quit claim deed was recorded on the 23rd day of October, 1940, in Volume 569 of Official Records, at page 133 thereof, Records of Contra Costa County, which said agreed boundary line is particularly described as follows, to-wit:

COMMENCING at the point of intersection of the northern line of County Road D-19 with the center line of Mitchell Creek as said point of intersection is shown on "Map showing Right-of-way for County Road D-19 through the property of de Martini, Cereghino and Keller" dated October, 1933, and on file in the County Surveyor's Office in Contra Costa County, California; said point of commencement being the most easterly corner of the parcel of land described in the deed from Henry DeMartini, et al, to Contra Costa County, a political subdivision of the State of California, dated January 27, 1934, and recorded February 13, 1934, in Volume 358 of Official Records, at page 32, in the office of the County Recorder of the County of Contra Costa, State of California; thence down the center of Mitchell Creek as follows: North 18° 40' 20" West 81.29 feet; North 1° 52' 30" East 72.19 feet; North 35° 44' 40" West 53.50 feet; North 5° 28' 20" East 43.10 feet; North 32° 15' 20" East 45.78 feet; North 5° 51' 40" West 43.47 feet; North 27° 23' 20" East 34.34 feet; North 47° 09' 50" East 54.65

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1 feet; North 22° 44' 50" East 63.10 feet; North 36° 50' 50"  
2 East 48.25 feet; North 18° 21' 50" East 68.75 feet; North  
3 23° 44' 40" West 120.24 feet; thence leaving the center of  
4 Mitchell Creek North 84° 28' 40" West 45.90 feet to a fence;  
5 thence along said fence the following courses and distances,  
6 North 69° 25' West 32.65 feet; North 50° 23' 30" West 126.35  
7 feet; North 44° 30' West 133.00 feet; North 31° 04' 30" West  
8 116.16 feet; North 41° 45' West 425.00 feet; North 27° 46' 20"  
West 1539.27 feet; South 88° 04' 10" West 52.26 feet; North  
9 79° 19' 30" West 37.63 feet; North 72° 59' 20" West 24.71 feet;  
10 North 16° 41' 30" West 121.24 feet to the southeastern boundary  
11 line of the land described in the deed from Charles H. Keller  
12 to Juliette Alexander dated March 1, 1929, and recorded April  
13 8, 1929, in Vol. 173 Official Records of Contra Costa County at  
14 page 436.

15 2. That parcel of land described in the deed from  
16 Anton Nunez Cardoza, et ux, to Antonio Joaquin, dated December  
17 3, 1906, and recorded January 11, 1907, in Volume 121 of  
18 Deeds, at page 430, containing 2 1/2 acres, more or less.

19 3. That parcel of land described in the deed from  
20 Charles H. Keller, et ux, to Margaret A. Whitman, et al,  
21 dated April 13, 1920, and recorded August 21, 1920, in Volume  
22 378 of Deeds, at page 465, containing 5.2 acres, more or less.

23 4. That parcel of land described in the deed from  
24 Charles H. Keller, et ux, to Juliette Alexander, dated March  
25 21, 1929, and recorded April 8, 1929, in Volume 173 of  
26 Official Records, at page 436, containing 0.598 of an acre,  
27 more or less.

28 5. That parcel of land described in the deed from  
29 Charles H. Keller, et ux, to Juliette Alexander, dated August  
30 20, 1931, and recorded October 20, 1931, in Volume 271 of  
31 Official Records, at page 192, containing 0.683 of an acre,  
32 more or less.

(B) All that certain lot, piece, or parcel of land  
situate in the County of Contra Costa, State of California,  
and more particularly described as follows, to-wit:

Commencing at a point in the Quarter Section line be-  
tween the North East Quarter (N.E.1/4) and the North West  
Quarter (N.W.1/4) of Section Eleven (11), T. 1 N., R. 1 W.,  
M.D.B. & M., which point is due east from the point in the  
easterly line of the lands heretofore and on the 21st day of  
February, 1903, deed by Nicholas Kirkwood to W. A. Kirkwood  
by deed recorded in the office of the County Recorder of the  
County of Contra Costa in Vol. 332, of Deeds, at page 130,  
where said line first bears due North; running thence West to  
said last named point; thence North and along said last named  
line 31.48 chains; thence East to said Quarter Section line;  
thence South along said Quarter Section line 31.42 chains to  
the point of commencement, Being a strip of land lying along  
the extreme easterly side of the N.W. 1/4 of Section 11,  
T. 1 N., R. 1 W., M.D.B. & M.

Being the same land conveyed to C. H. Keller by William  
A. Kirkwood, et al, by deed dated August 11, 1920, and re-  
corded October 22, 1920, in Volume 370 of Deeds, at page 238,  
Records of Contra Costa County.

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1 (C) All those certain lots, pieces, or parcels of  
2 land situate in the County of Contra Costa, State of Calif-  
3 ornia, and more particularly described as follows, to-wit:

4 All that portion of the North one-half ( $\frac{1}{2}$ ) of Section  
5 13, Township 1 North, Range 1 West, M.D.B. & M. described as  
6 follows:

7 BEGINNING at the northeast corner of said Section 13  
8 in corner of fence and running thence N. 88° 26' W. along the  
9 fence on the north line of said Section 13, 3878.64 ft. to a  
10 point; thence running S. 73° 50' W. 169.59 ft. to a point;  
11 thence running S. 33° 56' 30" E. 2058.54 ft. to a point;  
12 thence running S. 25° 17' E. 1005.41 ft. to a point in the  
13 fence on the south line of the Northeast one quarter of said  
14 Section 13; thence running easterly along said fence on the  
15 south line of the northeast quarter of said Section 13 as  
16 follows: S. 88° 22' E. 689.72 ft., S. 88° 16' 30" E. 362.07  
17 ft., S. 89° 13' 30" E. 481.47 ft. and S. 87° 49' E. 930.14  
18 ft. to a point in corner of fence at the east one-quarter  
19 corner of said Section 13; thence running northerly along  
20 the fence on the east line of said Section 13 as follows:  
21 N. 0° 16' E. 897.35 ft. and N. 0° 10' W. 1733.41 ft. to the  
22 place of beginning. Containing an area of 193.36 acres.

23 Also all that portion of the southeast one-quarter of  
24 Section 13, Township 1 North of Range 1 West of the M.D.B.  
25 & M., described as follows:

26 BEGINNING at a point in the corner of fence at the east  
27 one-quarter corner of said Section 13 and running thence S.  
28 0° 02' E. 2556.44 ft. along the fence on the east line of  
29 the said quarter section to a point in corner of fence;  
30 thence running S. 89° 51' W. along line of fence, 1152.84 ft.  
31 to a point in corner of fence; thence running N. 44° 50' W.  
32 457.29 ft. to a point in corner of fence; thence running N.  
33 14° 59' 30" W. 131.51 ft. to a point in corner of fence;  
34 thence running N. 4° 19' 30" E. 113.82 ft. to a point in cor-  
35 ner of fence; thence running N. 33° 49' 30" W. 447.73 ft. to  
36 a point in fence; thence running N. 89° 27' W. 141.05 ft. to  
37 a point in corner of fence; thence running N. 34° 59' W.  
38 226.59 ft. to a point in corner of fence; thence running N.  
39 47° 16' W. 147.29 ft. to a point in corner of fence; thence  
40 running N. 33° 22' W. 282.68 ft. to a point in corner of  
41 fence; thence running N. 12° 14' W. 133.57 ft. to a point in  
42 corner of fence; thence running N. 49° 20' W. 346.50 ft. to  
43 a point in corner of fence; thence running N. 2° 50' W. 18.22  
44 ft. to a point in corner of fence; thence running N. 20° 18'  
45 W. 172.72 ft. to a point in corner of fence; thence running  
46 N. 0° 34' E. 346.27 ft. to a point in fence; thence running  
47 N. 60° E. 264.60 ft. to a point; thence running N. 89° 54' E.  
48 438.46 ft. to a point; thence running N. 76° 58' E. 199.60 ft.  
49 to a point; thence running N. 1° 58' W. 91.68 ft. to a point  
50 in line of fence on the north line of said southeast one-  
51 quarter of said Section 13; thence running easterly along  
52 said fence line as follows: S. 88° 16' 30" E. 362.07 feet, S.  
53 89° 13' 30" E. 481.47 ft. and S. 87° 49' E. 930.14 ft. to the  
54 place of beginning. Containing an area of 120.636 acres.

55 Being the same land conveyed to C. H. Keller and C. J.  
56 Foskett by deed dated May 28, 1924, executed by Theo. Gier  
57 and Grace C. Gier, his wife, and C. G. Eberhart and Betty  
58 Eberhart, his wife, recorded June 2, 1924, in Volume 462 of  
59 Deeds, at page 472, Records of Contra Costa County, and by

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1 deed to C. H. Keller, executed by O. J. Foskett and Constance  
2 T. Foskett, his wife, on the 18th day of January, 1933, and  
3 recorded on the 19th day of January, 1933, in Volume 295,  
4 Official Records, page 249, Records of Contra Costa County.

5 ALSO a right of way (not to be exclusive) for use as a  
6 roadway for vehicles of all kinds, pedestrians and animals,  
7 for water, gas, oil and sewer pipe lines, and for telephone,  
8 electric light and power lines, together with the necessary  
9 poles or conduits to carry said lines over a strip of land  
10 40 feet in width, the south line of which strip is described  
11 as follows:

12 Beginning on the east and west mid-section line of Sec-  
13 tion 13, Township 1 North, Range 1 West, at the west line of  
14 the 193.36 acre parcel of land described in the deed from  
15 Theo Gier, et al, to C. H. Keller, et al, dated May 28, 1924,  
16 and recorded June 2, 1924, in Volume 462 of Deeds, at page  
17 472; thence from said point of beginning north 89° 25' west  
18 along said mid-section line 1300 feet.

19 That said right of way is appurtenant to said 193.36  
20 acre and said 120.636 acre tracts of land hereinabove  
21 described.

22 All of the parcels of land last above described, except  
23 the 120.636 acres thereinabove described, being a portion of  
24 the Southeast 1/4 of Section 13, Township 1 North, Range 1  
25 West, M.D.B. & M., are subject to the lease dated September  
26 29, 1941, executed by Elodia J. Keller, as executrix of the  
27 estate of C. H. Keller, also known as Charles Harry Keller  
28 and Harry Keller, deceased, lessor, to R. E. Flackus, lessee,  
29 and recorded on the 29th day of September, 1941, in Volume  
30 624 of Official Records, at page 270 thereof, in the Office  
31 of the County Recorder of the County of Contra Costa, State  
32 of California, for the term commencing October 1, 1941, and  
ending September 30, 1951.

33 together with any and all real property which is not herein par-  
34 ticularly described, belonging to the estate of said decedent,  
35 or in which the estate of said decedent has any right, title or  
36 interest, and any and all real property belonging to the estate  
37 of said decedent which is not now known or discovered, which may  
38 hereafter be discovered. Said life estate hereby distributed to  
39 the said Elodia J. Keller is subject to the lien and charge  
40 against the same, and duty on the part of the said Elodia J.  
41 Keller to pay to Nellie G. Keller, sister of said decedent, so  
42 long as the said Nellie G. Keller lives, the sum of Fifty Dollars  
(\$50.00) per month, during the continuance of the life estate  
hereby distributed to the said Elodia J. Keller.

1 To Nellie G. Keller, a sister of said decedent, the sum  
2 of Fifty Dollars (\$50.00) per month, to be paid to Nellie G.  
3 Keller so long as she lives, by Elodia J. Keller, the said life  
4 tenant, from the rents, issues and profits of said life tenancy,  
5 and the said right of the said Nellie G. Keller is hereby  
6 constituted a lien and charge against the said life estate here-  
7 by distributed to the said Elodia J. Keller, and it is hereby  
8 made the duty on the part of the said Elodia J. Keller, during  
9 the continuance of her said life estate, to pay to the said  
10 Nellie G. Keller the sum of Fifty Dollars (\$50.00) per month so  
11 long as the said Nellie G. Keller shall live, from the rents,  
12 issues and profits of said life estate hereby distributed to the  
13 said Elodia J. Keller.

14 All of the above described real property, subject to  
15 the life estate therein distributed to Elodia J. Keller, is  
16 hereby distributed to Walter G. Keller and Archibald B. Tinning,  
17 as trustees under the will of C. H. Keller, also known as Charles  
18 Harry Keller, and Harry Keller, deceased, in trust for the fol-  
19 lowing uses and purposes:

20 A. To receive and collect the principal and income  
21 of the trust estate, and after the payments and deductions  
22 hereinafter mentioned, to pay and accumulate, or to pay or  
23 to accumulate, and to use or invest, hold, apply, and dis-  
24 tribute to and for the purposes hereinafter stated, for the  
use and benefit of the beneficiaries hereinafter named, and  
to transfer the trust estate with accumulations, if any, as  
hereinafter provided:

(1) The entire net income received from the trust  
estate and available for distribution shall be paid  
by my trustees in monthly, quarterly, or other con-  
venient installments to my sisters, Charlotte A.  
Williams, Maud E. Randall, and Nellie G. Keller,  
to my brother, Paul Keller, and to my sister, An-  
nette L. Whitman, if she is a widow at the time of  
my death, or if she becomes a widow at any time af-  
ter my death before this trust terminates. The en-  
tire net income received from my trust estate and  
available for distribution shall be divided equally,  
share and share alike, between the beneficiaries  
named in this subsection of my will, so long as  
they live. At the death of any of my said benefi-  
ciaries named in this subsection of my will, all pay-  
ments to such deceased beneficiary shall cease, and

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1 the net income above mentioned shall be paid to  
 2 those of my beneficiaries still living who are then  
 3 qualified to take hereunder, share and share alike,  
 4 until the death of the last beneficiary who is qual-  
 5 ified to take hereunder. If all of the beneficiar-  
 6 ies named in this subsection of my will die, except  
 7 my sister, Annette L. Whitman, and she is then a  
 8 widow, the trust shall continue until her death and  
 then terminate. If all of the beneficiaries named  
 in this subsection of my will die, except my sister  
 Annette L. Whitman, and she is not then a widow,  
 the trust shall then cease and terminate. When said  
 trust terminates, all of the property in the trust  
 fund shall go and be distributed by my said trust-  
 ees as hereinafter provided.

9 (2) Upon the termination of the testamentary trust  
 10 herein created as hereinbefore provided, all of the  
 11 property of the said trust shall go to and vest in  
 12 my nephew and nieces, Sam Randall, Melba Hesse,  
 13 Mary Titcomb, Kathryn K. Randall Larsen and Ruby  
 14 Clow, children of my sister, Maud E. Randall, share  
 15 and share alike, one-fifth of the whole thereof to  
 16 each of them; provided, however, that if any of the  
 17 persons named in this subsection (2) as residuary leg-  
 18 atees and devisees are dead at the time said trust  
 19 terminates, leaving lawful issue surviving them, then  
 20 in that event, the share of such deceased person here-  
 21 under shall go to the lawful issue of such deceased  
 22 person by right of representation. If any of my said  
 23 legatees and devisees under this subsection of my  
 24 will shall die without lawful issue before the termi-  
 25 nation of said trust, then all of my said trust prop-  
 26 erty shall go to and vest in those of my said lega-  
 27 tees and devisees still living, and in the lawful is-  
 28 sue, if any, by right of representation of those of  
 29 my said legatees and devisees who die before the ter-  
 30 mination of said trust.

31 B. The duration of this trust shall in no event,  
 32 nor by any possibility, extend beyond the death of the  
 33 last surviving of the following persons, to-wit: My sis-  
 34 ters, Charlotte A. Williams, Maud E. Randall, Nellie G.  
 35 Keller, Annette L. Whitman, and my brother, Paul Keller.

36 C. If the income from this trust to which any bene-  
 37 ficiary may be entitled shall, in the discretion of the  
 38 trustees, be insufficient to provide such beneficiary  
 39 with reasonable care in case of illness or accident, the  
 40 trustees may pay to, apply, and expend such part of the  
 41 principal to such beneficiary as is proportionate to the  
 42 share of income such person is entitled at the time to re-  
 43 ceive hereunder.

44 D. Each and every beneficiary hereunder is here-  
 45 by restrained from anticipating, encumbering, alienating, or  
 46 in any other manner assigning his or her interest or estate,  
 47 either principal or income, and is without power so to do,  
 48 nor shall the interest or estate of any beneficiary hereun-  
 49 der be subject to his or her liabilities or obligations,  
 50 nor to judgments or other legal process, bankruptcy, pro-  
 51 ceedings, or claims of creditors or others, this trust be-  
 52 ing created for maintenance. All income and principal

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1 shall be payable and deliverable only and personally to the  
2 respective beneficiaries entitled thereto under the terms  
of this trust.

3 E. This is a trust for maintenance, and I direct that  
4 my trustees named herein commence to make payments to the  
5 beneficiaries as soon after my death and their qualification  
6 as trustees hereunder as they deem advisable and proper,  
7 considering the availability of funds in the trust, and  
8 continue the same until the trust terminates.

9 F. To carry out the express purposes of this trust,  
10 and in aid of its execution and the proper administration,  
11 management and disposition of the trust estate, the trustees  
12 under this trust are hereby vested with the following  
13 additional powers and discretions:

14 At their option, and as long as they deem advisable,  
15 to retain any property and to continue and operate any  
16 business which they may receive hereunder, the benefits and  
17 losses, if any, therefrom to inure, or to be chargeable  
18 respectively to the trust estate and not to the trustees.  
19 To manage, control, sell, convey, partition, divide, sub-  
20 divide, improve, repair, and to encumber by mortgage, trust  
21 deed, or otherwise, and in such manner and in accordance  
22 with such procedure as they deem advisable, the trust estate  
23 or any part thereof. To lease the trust estate or any part  
24 thereof for terms within or extending beyond the duration  
25 of this trust, and to grant for like terms the right to mine  
26 or drill for and remove therefrom gas, oil, or any other  
27 minerals. To invest the principal in any property, whether  
28 the same is or is not permissible by law, as an investment  
29 for trust funds. To determine at their discretion what is  
30 principal of the trust estate, gross income, or net dis-  
31 tributable income therefrom. To have, respecting bonds,  
32 shares of stock and other securities, all the rights, powers  
and privileges of an owner, including voting, giving proxies,  
payment of calls, assessments and other sums deemed by the  
trustees expedient for the protection of the interests of  
the trust estate, exchanging securities, selling or exer-  
cising stock subscription or conversion rights, participat-  
ing in foreclosures, reorganizations, consolidations, mer-  
gers, liquidations, voting trusts, assenting to corporate  
sales, leases, and encumbrances; the trustees, however,  
shall not assume or be under any personal liability in re-  
spect to any securities held hereunder at any time. All dis-  
cretions in this trust conferred upon the trustees shall,  
unless specifically limited, be absolute and uncontrolled,  
and their exercise shall be conclusive on all persons  
interested in this trust or the trust estate.

33 G. The beneficiaries shall take no estate or interest  
34 in any of the properties, real or personal, under the terms  
35 of this trust; and their interests hereunder are personal  
36 property only, consisting of the right to enforce the due  
37 performance of this trust under the terms thereof, and not  
38 otherwise.

39 H. The trustees shall maintain and administer the  
40 trust estate undivided and as a unit, and shall not make  
41 physical division or segregation thereof except if, when  
42 and at the extent required to make distribution therefrom  
as in this trust provided.

1 I. The trustees shall first pay out of the gross  
2 income from the trust estate, and if necessary from the  
3 principal thereof, if deemed advisable by the trustees,  
4 all property taxes, income taxes, general and special  
5 assessments, and all costs, charges, attorneys' fees, and  
6 expenses incurred or expended in the collection, care,  
7 administration, protection, or distribution of the trust  
8 estate, for the payment of which the trust estate or the  
9 trustees may become chargeable, including the protection  
10 of this trust, and its defense against legal attack, and  
11 also a compensation for the trustees' services, to be  
12 fixed and determined by a court of competent jurisdiction.

13  
14 Said trustees to act without any bond or bonds being required of  
15 them as such trustees, as provided by the will of said decedent.

16 Done in open court this 17 day of June, 1942.

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A. F. Bray  
Judge of the Superior Court

d.

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial CA-CCO-222 \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 6

\*Resource Name or #: (Assigned by recorder) CA-CCO-222

P1. Other Identifier Keller Ranch, Clayton, California

\*P2. Location:  Not for Publication  Unrestricted \*a. County Contra Costa

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad Clayton Date 1980 T 1N ; R 1W ; NE 1/4 of Sec 11 ; Mt. Diablo B.M.

c. Address Keller Ranch City Clayton Zip \_\_\_\_\_

d. UTM: (Give more than one for large and/or linear resources) Zone 10 ; 594320 mE/ 4,199,710 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

The prehistoric site (CA-CCO-222) is on the site of the Keller Ranch. It is north of Main Street in the town of Clayton, west of Keller Ranch Road, and bounded by Diablo Creek on the north and partially in the west. Elevation: 375-390 feet.

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This archaeological site is composed of midden, burials, hearths, and a complex of artifacts that indicate habitation to approximately 2,800 B.P. (Holman and Clark 1982:144). It is located on rolling terrain ranging in elevation from about 375 to 390 feet that has been used as pasture and for other agricultural purposes, a baseball field, and part of it may have been graded for street construction. Mt. Diablo Creek is located adjacent to the site on the north and west, and Mitchell Creek joins Mt. Diablo Creek near the site. The site is covered with non-native grasses, a few scattered olive, plum and Eucalyptus trees along with historic period features such as ranch house and associated buildings, fencing, a well head, and utility poles. The center of the site is probably located in the area of the Keller Ranch house where a "Late Horizon/Protohistoric midden mound" was noted (Holman and Clark 1982:27). In broad ecological terms, the site is located in an area "designated Upper Sonoran which supports a very wide variety of plant and animal life" (Holman and Clark 1982:11) useful to prehistoric peoples. Holman and Clark describe it as an "ecotone between oak woodland, chapparal, and grassland zones, and is cut through by riparian corridors..." (Holman and Clark 1982:10). The "ranch buildings/barns/corrals complex is to be preserved as an area of historical interest as of the latest development plan" (Holman and Clark 1982:27).

\*P3b. Resource Attributes: (List attributes and codes) AP9 Burials; AP11 Hearths; AP15 Habitation debris.

\*P4. Resources Present:

Building  Structure  Object  
 Site  District  Element of District  Other (Isolates, etc.)

P5b. Description of Photo: (View, date, accession #) None

P5a. Photo or Drawing (Photo required for buildings, structures, and objects)

No Photo.

\*P6. Date Constructed/Age and Sources:  Historic

Prehistoric  Both  
Oldest date ~2800 B.P. (Holman & Clark, 1982:144)

\*P7. Owner and Address:

City of Clayton, California

\*P8. Recorded by: (Name, affiliation, and address) Lawrence G. Desmond  
Holman & Associates, 3615 Folsom St., San Francisco, CA 94111 [Note: record is based on literature noted below]

\*P9. Date Recorded: Sept. 2001

\*P10. Survey Type: (Describe)

Excavation: 9.5 units. Screens: 1/4th and 1/8th inch. Excavations were made during March and April 1981.

\*P11. Report Citation: (Cite survey report and other sources, or enter "none".)

Holman, Miley P. and Matthew R. Clark, Cultural Resource evaluation of Keller Ranch, Clayton, California, Parts I and II, 1982. Other reports: Bennyhoff, James A. CCo-222 Site Record and Notes, 1952. Holman, Miley P., A summary of interest in the Keller Ranch site, CCo-222, 1980.

\*Attachments: None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record   
Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  Artifact  
Record  Photographic Record  Other (List) \_\_\_\_\_

DPR 523A (1/95)

\*Required Information

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATIONPrimary # \_\_\_\_\_  
Trinomial CA-CCO-222

## ARCHAEOLOGICAL SITE RECORD

Page 3 of 6\*Resource Name of # (Assigned by recorder) CA-CCO-222

- \*A1. Dimensions: a. Length 450 (Meters) x b. Width 180 (Meters)  
 Method of Measurement:  Paced  Taped  Visual Estimate  Other: Surveying instrument  
 Method of Determination (Check any that apply):  Artifacts  Features  Soil  Vegetation  Topography  
 Cut Bank  Animal Burrow  Excavation  Property Boundary  Other (Explain): Augering by Holman & Associates archaeologists in 1978. 60 auger holes dug (Holman and Clark 1982:4).  
 Reliability of Determination:  High  Medium  Low Explain: The entire Keller Ranch parcel was resurveyed and auger holes dug to determine the extent of the midden locations noted earlier by T. L. Jackson.  
 Limitations (Check any that apply):  Restricted Access  Paved/Built Over  Site Limits Incompletely Defined  
 Disturbances  Vegetation  Other (Explain): \_\_\_\_\_
- A2. Depth: ~150 cm  None  Unknown Method of Determination: \_\_\_\_\_
- \*A3. Human Remains:  Present  Absent  Possible  Other (Explain): In 1952, Bennyhoff reported human remains had been uncovered on the ranch. During archaeological excavations in 1981, Holman and Clark report uncovering 3 burials (Holman and Clark 1982:63-66).
- \*A4. Features (Number, briefly describe, indicated size, list associated cultural constituents, and show location of each feature on sketch map):  
 A "hearth area" of "reddened baked clay surrounded by fire cracked rock" was located at 120cm in the southwest corner of Unit 3 (Holman and Clark 1982:41). This unit was dug in the northwest corner of the project area (Holman and Clark 1982:25). Holman and Clark state, "[a] baked clay spheroid/cookingstone was found in this feature, as were several chert artifacts (scraper, cores), much burnt bone, and many pieces of charcoal" (Holman and Clark 1982:41). Analysis of the charcoal from the hearth gave a radiocarbon date of 1,600 +/- 200 radio carbon years.
- \*A5. Cultural Constituents (Describe and quantify artifacts, ecofacts, cultural residues, etc., not associated with features):  
 A total of 489 artifacts and ecofacts were recovered from 9.5 excavation units, and an additional 2 artifacts were found on the surface by Holman & Associates archaeologists in 1981. The cultural materials were cataloged as: Bone, Shell, Chipped stone, Groundstone and Mineral Other. For a complete catalog and analysis of materials refer to: Holman and Clark 1982:CC0-222 Artifact Descriptions (by Randy Wiberg)76-117. Additional information on artifacts and human remains uncovered on the site by the Keller family can be found in James A. Bennyhoff, "CCO-222 Site record and notes," 1952.
- \*A6. Were Specimens Collected?  No  Yes (If yes, attach Artifact Record or catalog and identify where specimens are curated.)  
 Artifacts were collected during excavation of the in 1981 by Holman & Associates. For a catalog of artifacts refer to a report of archaeological work by Holman, Miley P. and Matthew Clark, "Cultural Resource evaluation of Keller Ranch, Clayton, California." Report held in the archive of the Northwest Information Center, Sonoma State University, Rohnert Park, California.
- \*A7. Site Condition:  Good  Poor (Describe Disturbances): Long term use of the ranch for agricultural purposes has resulted in disturbance to some of the subsurface. Additional impact to the subsurface was caused by grading for roads, house and other building construction, excavation for a cellar, and recreational use by the town of Clayton.
- \*A8. Nearest Water (Type, distance, and direction): Mt. Diablo Creek is located adjacent to the site on the north and west, and Mitchell Creek joins Mt. Diablo Creek near the site.
- \*A9. Elevation: 375 to 390 feet.
- A10. Environmental Setting (Describe culturally relevant variables such as vegetation, fauna, soils, geology, landform, slope, aspect, exposure, etc.): The site is located on rolling terrain ranging in elevation from about 375 to 390 feet that has been used as pasture and for other agricultural purposes. The soils in the site area are Zamora silty clay loam "forming well drained topsoil in alluvial flats from sedimentary sources" (Holman and Clark 1982:9). Mt. Diablo Creek is located adjacent to the site on the north and west, and Mitchell Creek joins Mt. Diablo Creek near the site. The site is covered with non-native grasses, a few scattered olive, plum and Eucalyptus trees along with historic period features such as ranch house and associated buildings, fencing, a well head, and utility poles. In broad ecological terms, the site is located in an area "designated Upper Sonoran which supports a very wide variety of plant and animal life" (Holman and Clark 1982:11) useful to prehistoric peoples. Holman and Clark describe it as an "ecotone between oak woodland, chaparral, and grassland zones, and is cut through by riparian corridors..." (Holman and Clark 1982:10). Rainfall in the area is 17 to 20 inches, and comes during the period of November to April. The area is also an excellent source of lithic materials (excepting obsidian) for many prehistoric uses.

A11. Historical Information: T. L. Jackson determined that the Keller Ranch house was built in 1912 (Holman and Clark 1982:4). Barns and other ranching associated structures were constructed during the past 90 years. The cellar under the house was dug in 1937. Bennyhoff interview Mrs. Keller in 1952 concerning construction of buildings and any excavation on the ranch that might have an impact on the archaeological record.

\*A12. Age:  Prehistoric  Protohistoric  1542-1769  1769-1848  1848-1880  1880-1914  1914-1945  
 Post 1945  Undetermined (Describe position in regional prehistoric chronology or factual historic dates if known):  
2,800 B.P. Late Horizon/Protohistoric.

A13. Interpretations (Discuss data potential, function(s), ethnic affiliation, and other interpretations):  
In terms of linguistic affiliation, Randall Milliken states the site has two possibilities, "...no one can now be certain whether CCo-222 was in the territory of the Chupcan or the Volvon" (Holman and Clark 1982, Part II:31).

A14. Remarks: None

A15. References (Documents, informants, maps, and other references):

Bennyhoff, James A.

1952 CCo-222 Site Record and Notes. Report archived at the Northwest Information Center, Sonoma State University, Rohnert Park, CA.

Holman, Miley P. and Matthew Clark

1982 Cultural resource evaluation of Keller Ranch, Clayton, California. Parts I and II. Part II by Randall Milliken. An ethnographic study of the Clayton area, Contra Costa County, California. Report archived at the Northwest Information Center, Sonoma State University, Rohnert Park, CA.

Holman, Miley P

1980 A summary of interest in the Keller Ranch site, CCo-222. Report archived at the Northwest Information Center, Sonoma State University, Rohnert Park, CA.

A16. Photographs (List subjects, direction of view, and accession numbers or attach a Photograph Record): No photos available for this report, but photos are with reports noted above in A15.

Original Media/Negatives Kept at: For 1981 project, original materials are kept at the archives of Holman & Associates, 3615 Folsom St., San Francisco, CA 94110.

\*A17. Form Prepared by: Lawrence G. Desmond Date: Sept. 26, 2001

Affiliation and Address: Holman & Associates, 3615 Folsom St., San Francisco, CA 94110

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**LOCATION MAP**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial CA-CCO-222

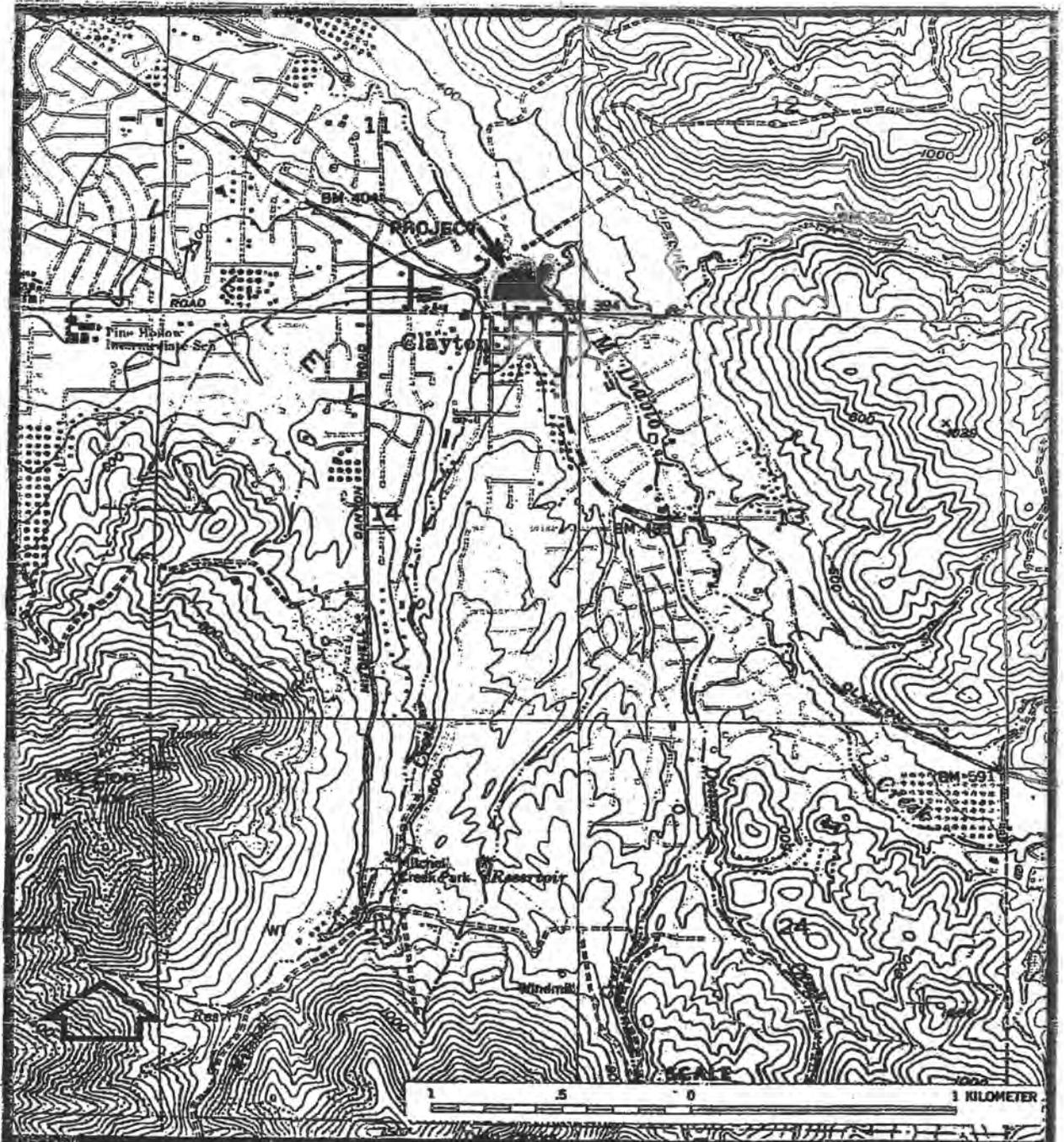
Page 5 of 6

\*Resource Name or # (Assigned by recorder) CA-CCO-222

\*Map Name: USGS 7.5 min., Clayton, CA

\*Scale: 1:24,000

\*Date of Map: 1980



Project Location Map.

Clayton Quad, Calif.  
7.5 minute series-1980

DPR 523J (1/95)

\*Required Information

C.

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
SKETCH MAP

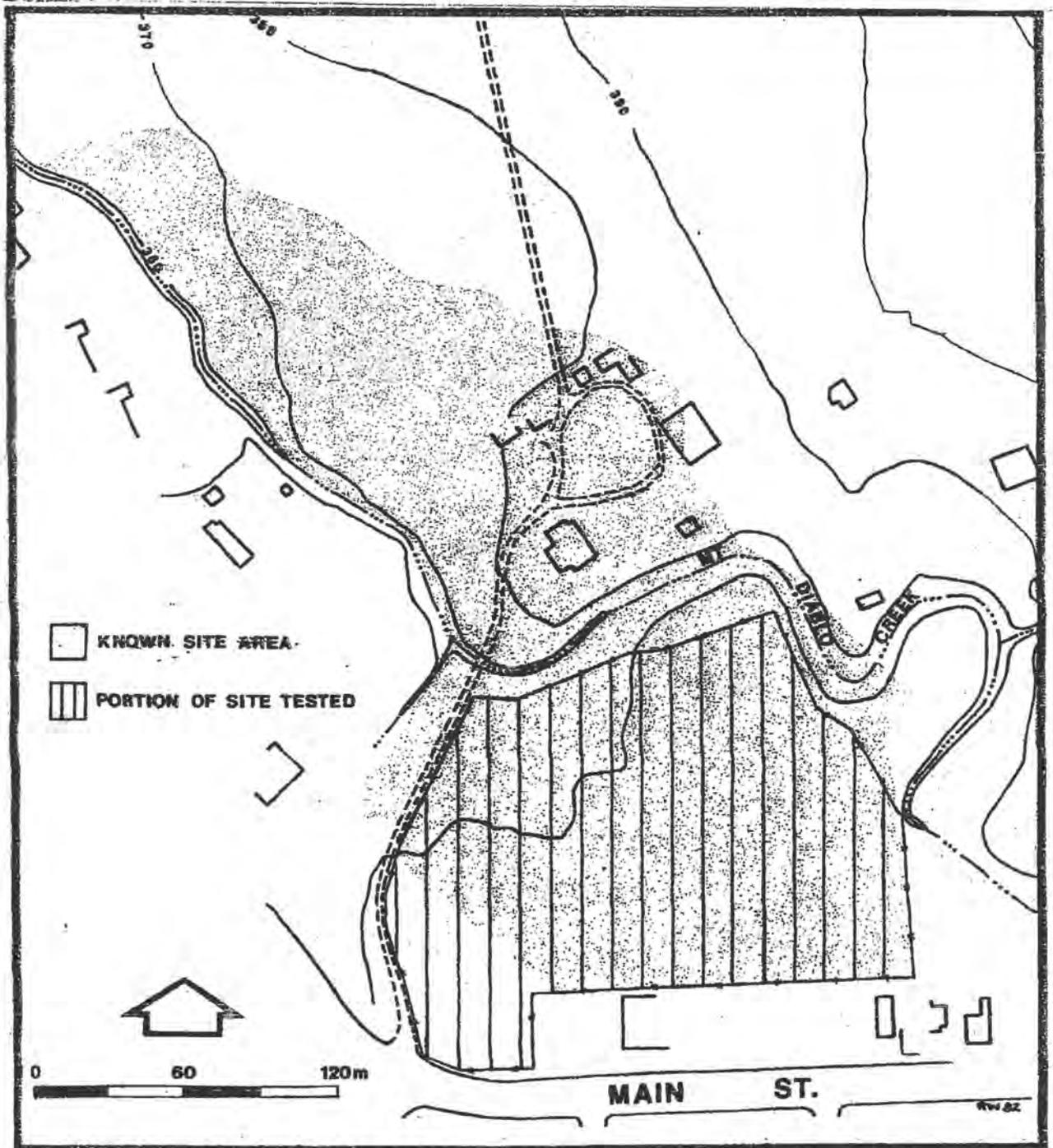
Primary # \_\_\_\_\_  
HRI# \_\_\_\_\_  
Trinomial CA-CCO-222

Page 6 of 6

\*Resource Name or # (Assigned by recorder) CA-CCO-222

\*Drawn By: Randy Wiberg (Holman and Clark 1982:25)

\*Date: 1982



The Keller Ranch Site (CA-CCO-222).

C.



M E M O

Date: 11 March 2001

To: Joseph McDole, Office of Historic Preservation, P.O. Box 942896, Sacramento, CA 94296-0001

From: Leigh Jordan, Coordinator

Re: Primary Number and/or Trinomial Assignment

Diane Thompson submitted three Cal Register records for Primary Number designations and asked me to inform you once the numbers had been assigned. PLEASE notify me of the OHP Prop. and Program Reference numbers once assigned to those resources listed below without them. The following Primary Number and/or Trinomials have been assigned:

<u>Resource Name</u>	<u>Primary Number</u>	<u>Trinomial Number</u>
Santos Farmhouse, Damas Farmhouse/OHP Prop. #010167	P-01-002258	
Santos Shed, Damas Shed/OHP Prop. #010168	P-01-002259	
Santos Barn, Damas Barn/OHP Prop. #010169	P-01-002260	
Santos Farm Complex/OHP Prop. #064848	P-01-002261	
Keller Ranch House Supplement to Existing Record	P-07-000105	CA-CCO-222/H ✓
Francois Saviez Farmstead/Saviez Vineyard	P-28-001185	

ARCHAEOLOGICAL SITE INVENTORY RECORD

S-1569

Supplement  
LABORATORY CODES: ( ) ( ) ( ) ( ) ( ) \_\_\_\_\_

FIELD #: Keller Ranch STATE #: CCo-222

MAP: Clayton, Calif. (464B) COUNTY: Contra Costa

CONTOUR (Highest: 390), (Lowest: 360), (X: 375) FEET + msl

TOWNSHIP: 1N RANGE: 1W 1/4 of SE 1/4 of SE 1/4 OF

SECTION #: 11 (OR) LANDGRANT: NA

COORDINATES: <sup>253</sup>271 mm S, <sup>229</sup>248 mm E FROM NW CORNER of MAP

U.T.M.G. COORDINATES: (see over) mE/ mN

° ' " WEST LONG., ° ' " NORTH LATITUDE

The southern boundary is Clayton Rd. The western boundary is Mitchell Creek north of Clayton Rd. The eastern boundary is Mt Diablo Creek where it joins Clayton Rd and the eastern boundary extends north behind the barn of Keller Ranch. The northern boundary is the existing PG&E lines north of the ranch.

SITE DESCRIPTION: extensive occupation site; dark friable/clay soil containing shell (mussel, oyster), bone chert, obsidian, groundstone artifacts (portable mortars, pestles), worked obsidian and chert, and charcoal. Known burials associated with Ranch. Site is presently occupied by a working cattle ranch and some of the buildings are historically significant.

DIMENSIONS: 750 meters NW-SE X 400 meters NE-SW cf. PLAN

ESTIMATED AREA: 300,000 square meters. DESCRIBE METHOD

USED TO DETERMINE SITE EXTENT: auger borings, surface reconnaissance

DEPTH OF CULTURAL DEPOSIT (Maximum 200 cm), (Minimum 30 cm) (X 80 cm), DESCRIBE METHOD USED TO DETERMINE DEPTH: auger borings and side walls of the house cellar

SITE #: Keller Ranch  
FIELD #: CCo-222

DOMINANT ON-SITE VEGETATION: Oak Savannah/Riparian: introduced  
grasses, olive trees, valley oak, buckeye, mallow, mustard,  
miners lettuce, willow, walnut, eucalyptus

SURROUNDING VEGETATION:

Oak Savannah: same species

LOCAL FAUNA: red shafted flicker, nuthatch, Brewer's blackbirds,  
woodpeckers, red tailed hawk, great horned owl, robin, red and  
grey squirrel, opossum, grey fox, raccoon, skunk, cattle

NEAREST WATER (Distance: 0 meters), (Direction: on site )

(Nature of Water Source: Mt Diablo & Mitchell Creeks )

SOIL OF SITE: friable dark brown clay/silt midden

SURROUNDING SOIL: light brown clay silt

LOCAL ROCKS AND MINERALS: chert, sandstone, basalt, granite

EROSION: cattle grazing and some stream erosion

MODIFICATIONS: working cattle ranch, road and building  
construction, some planting

PREVIOUS EXCAVATION (Name, date, published reference):

Building construction refer to Bennyhoff's survey 1952  
see SSC Arthur Lab AER # S-973

SITE PLACEMENT RELATIVE TO TOPOGRAPHY:

flat valley area at confluence of three streams



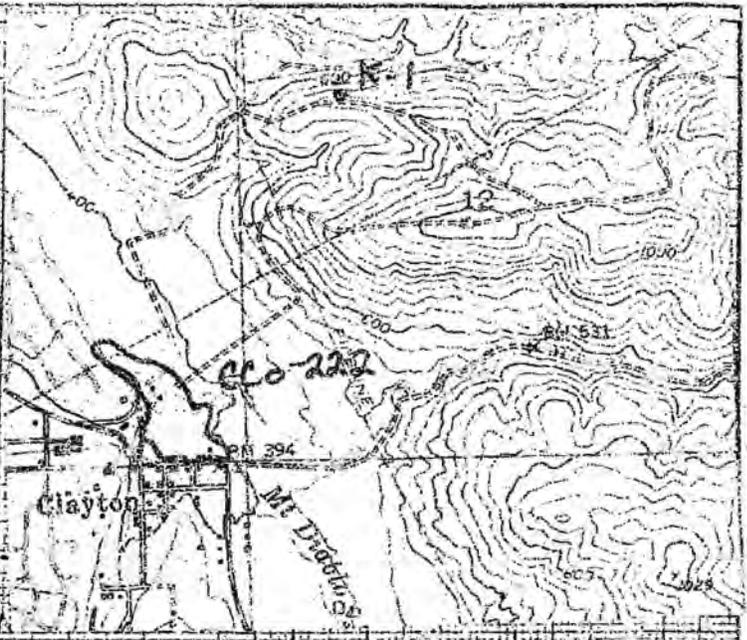
PORTION OF THE USGS 7 1/2'

Clayton Calif QUADRANGLE

SHOWING SITE LOCATION

LEGEND

- Intermittent Stream
- River
- Spring
- Fence
- Road
- Bedrock (with mortars)
- Stone Wall
- House
- Tree



SKETCH

S E E P  
 A T H C H P  
 M A P

(Be sure to indicate magnetic north; identify all features; show scale)  
 DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_

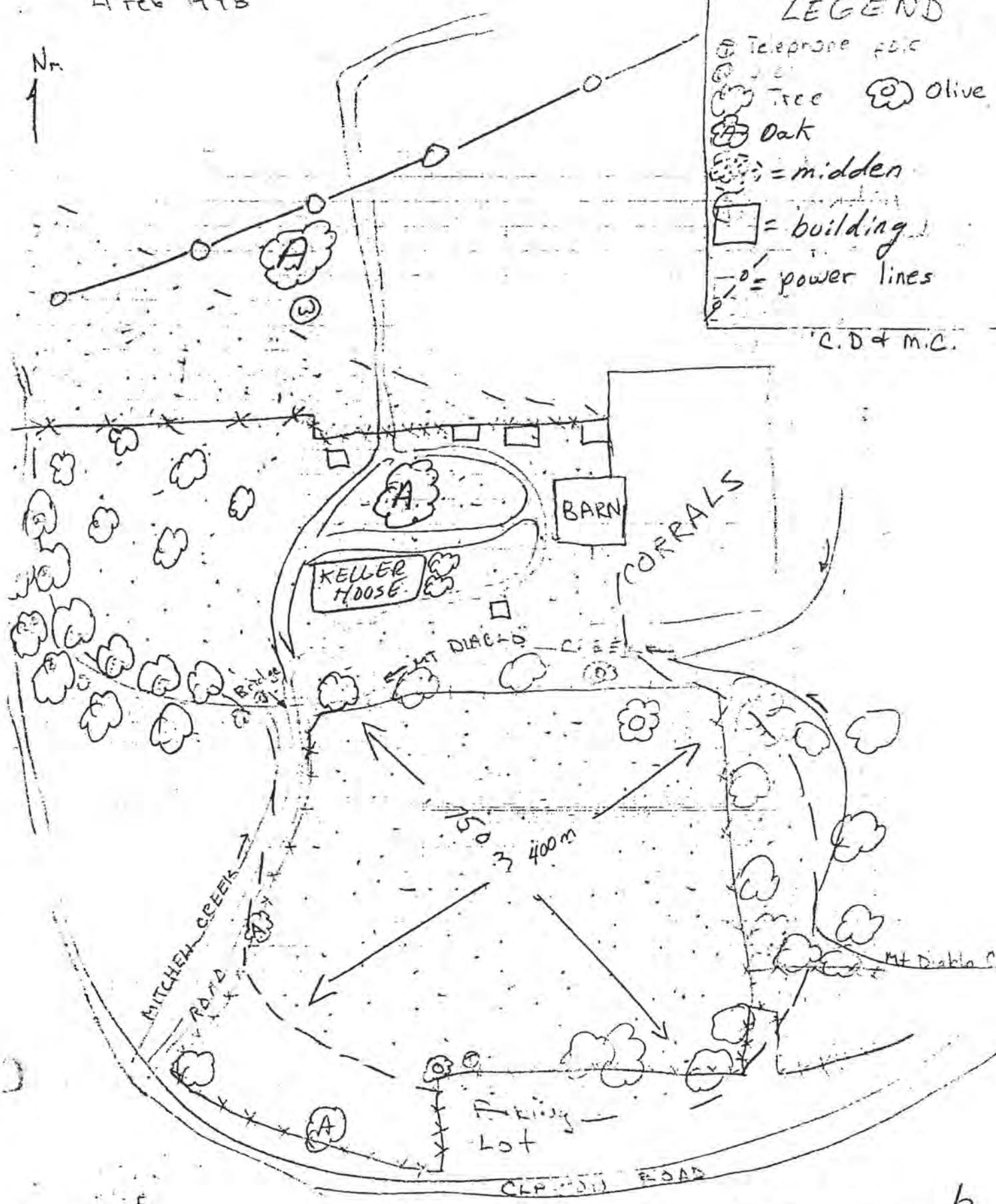
b.

C Co - 222 Sketch Map  
4 Feb 1978

### LEGEND

- Telephone pole
- Tree
- Oak
- Midden
- Building
- Power lines
- Olive

C.D + M.C.





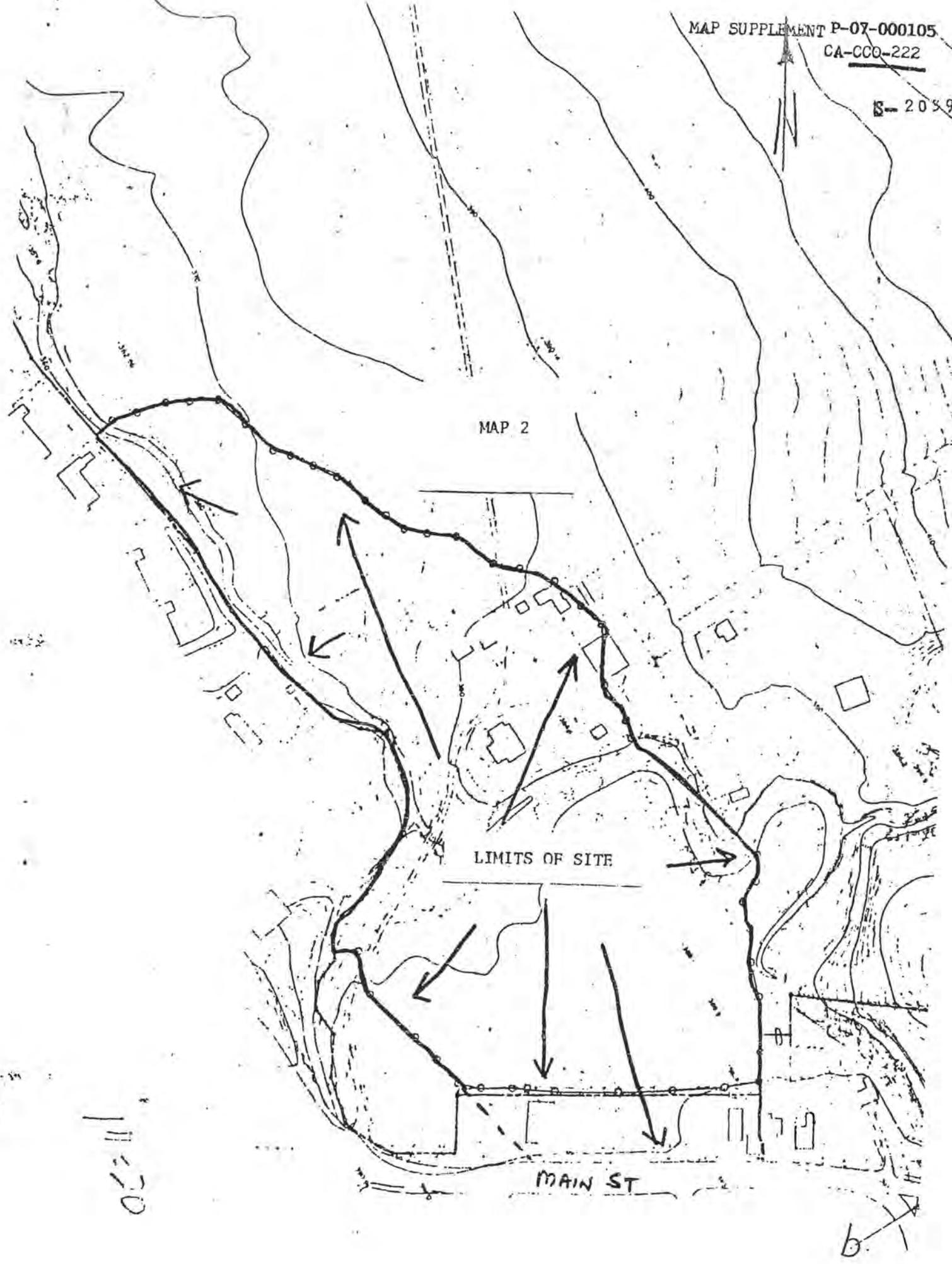
MAP 2

LIMITS OF SITE

MAIN ST

02-11-70

b



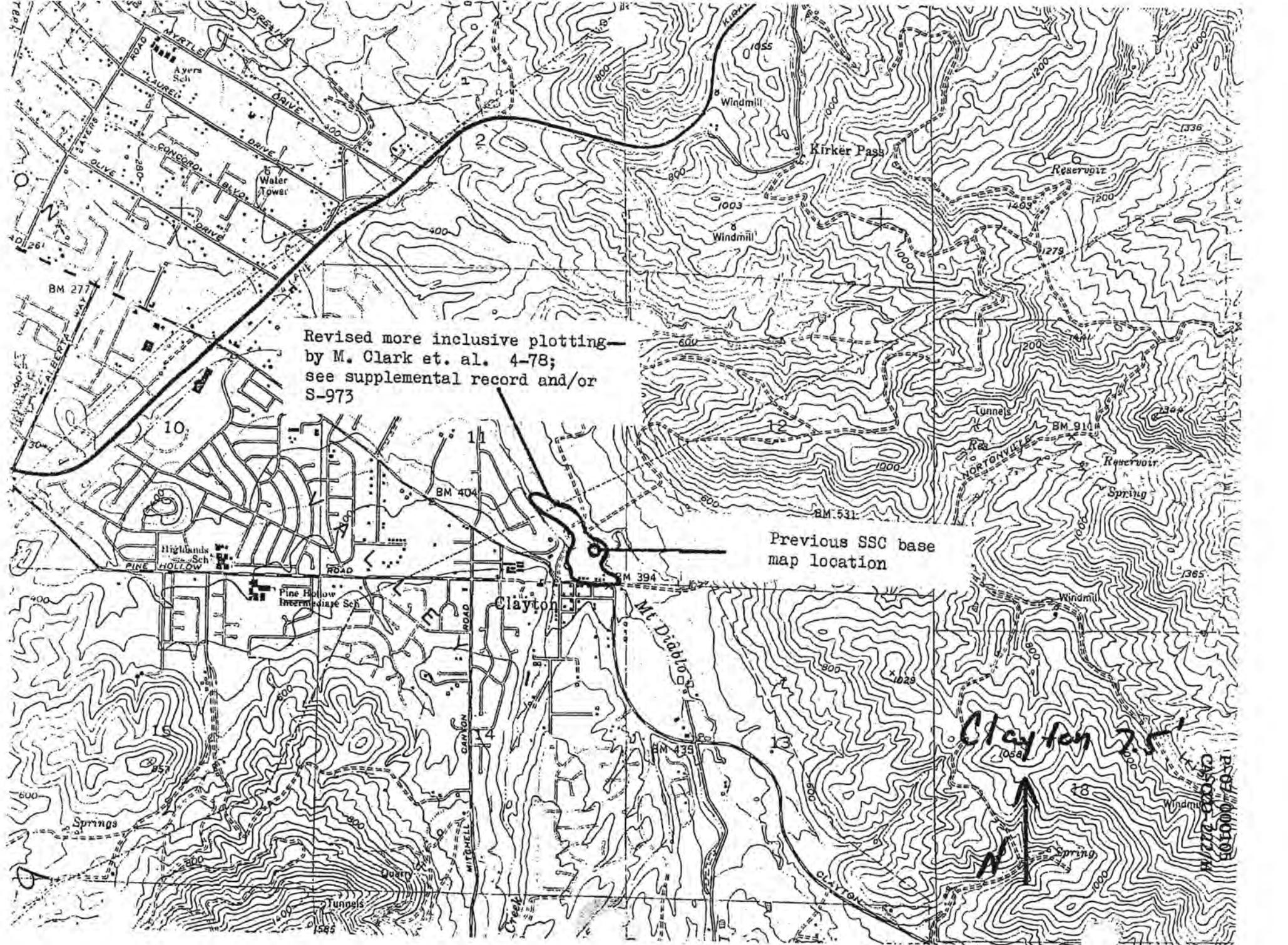
Revised more inclusive plotting—  
by M. Clark et. al. 4-78;  
see supplemental record and/or  
S-973

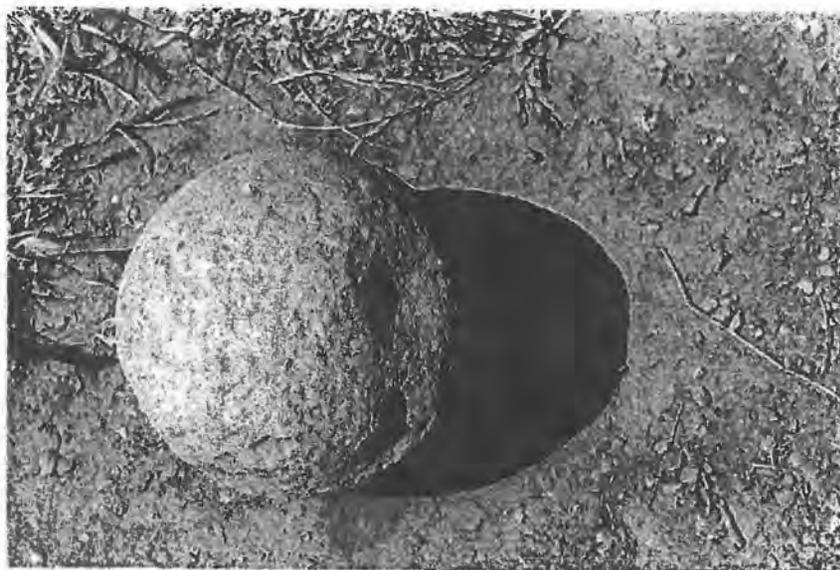
Previous SSC base  
map location

Clayton 7.5'



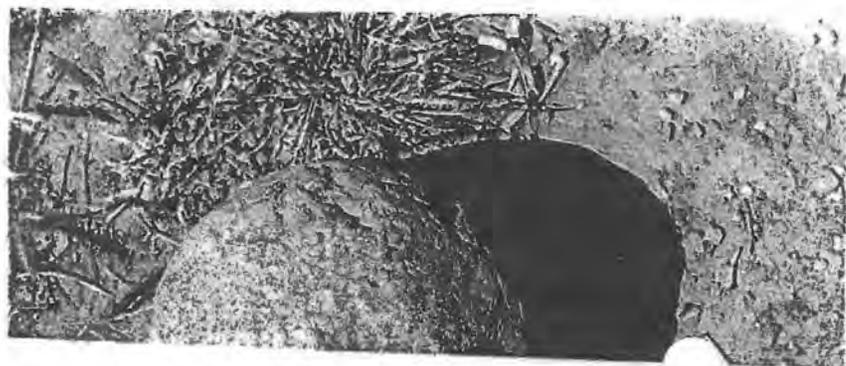
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P-07-000105

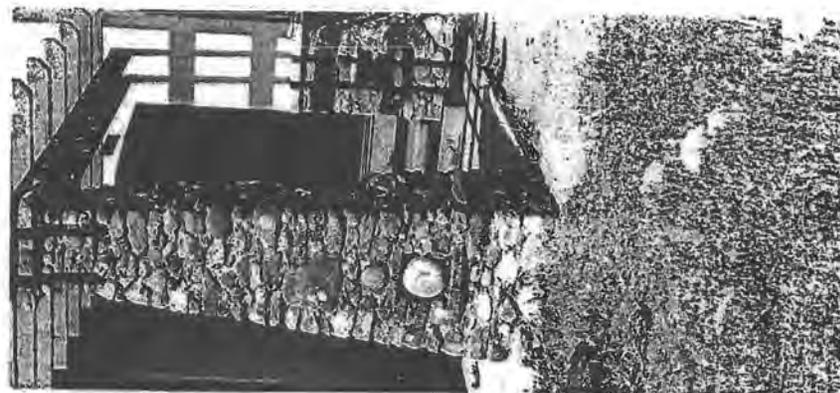
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P-07-000105

b.

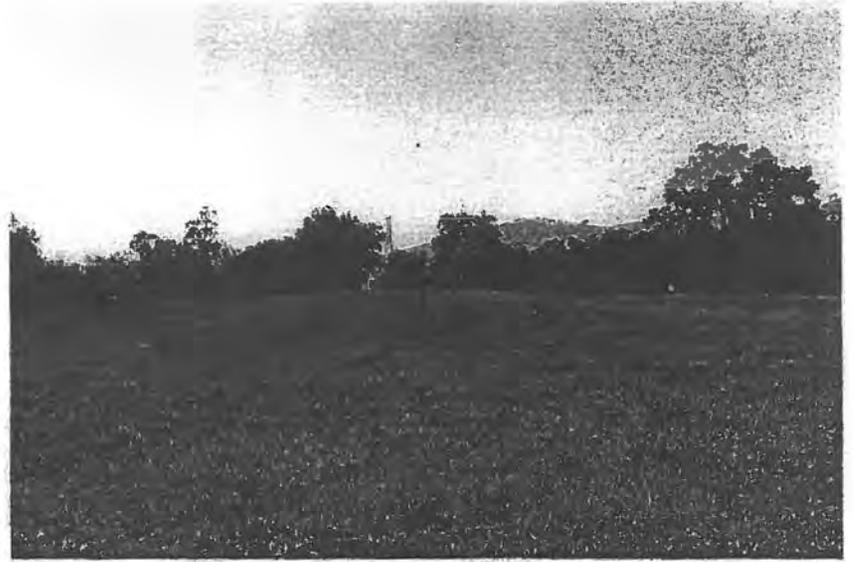




P-07-000105

b.





P-07-000105

b.





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b.





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b.

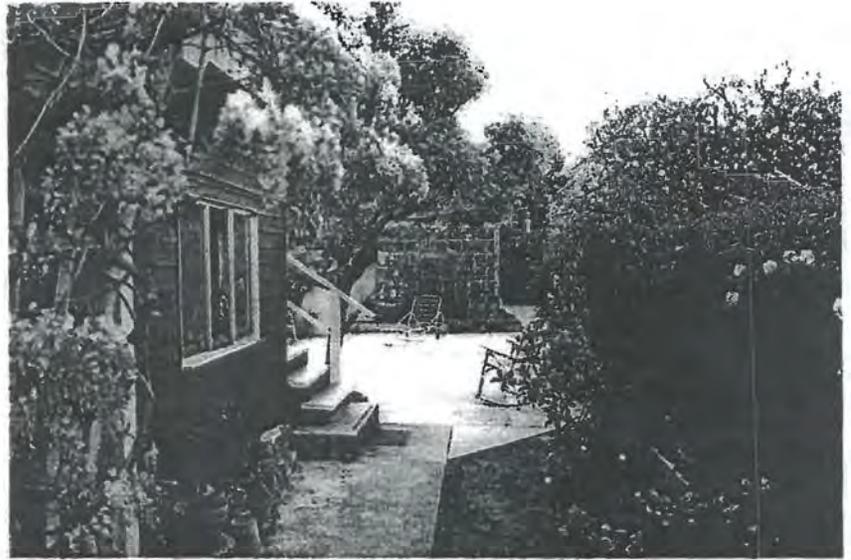




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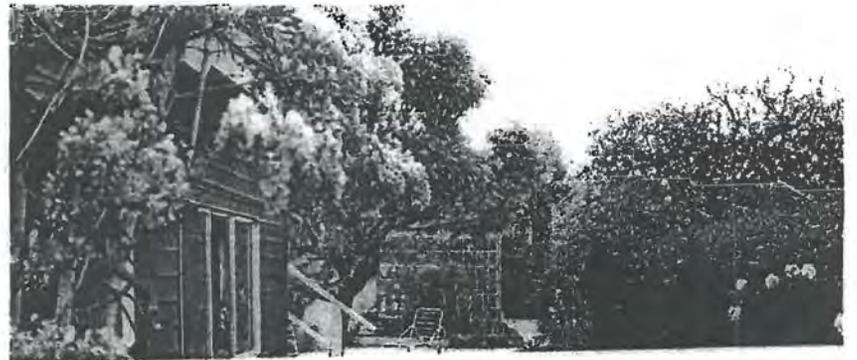
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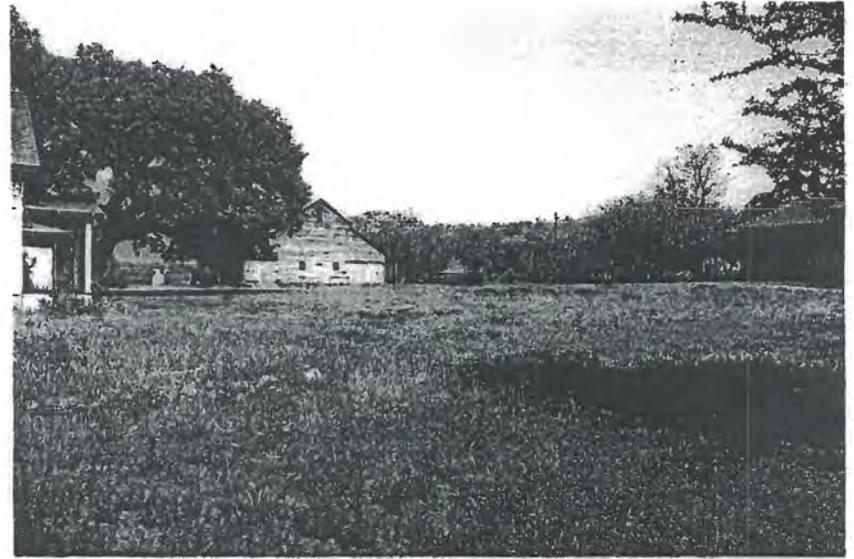




P-07-000105

b.





P-07-000105

b.

DO NOT CUT FILM STRIPS—USE NUMBERS AT EDGE OF NEGATIVE

Negative No.

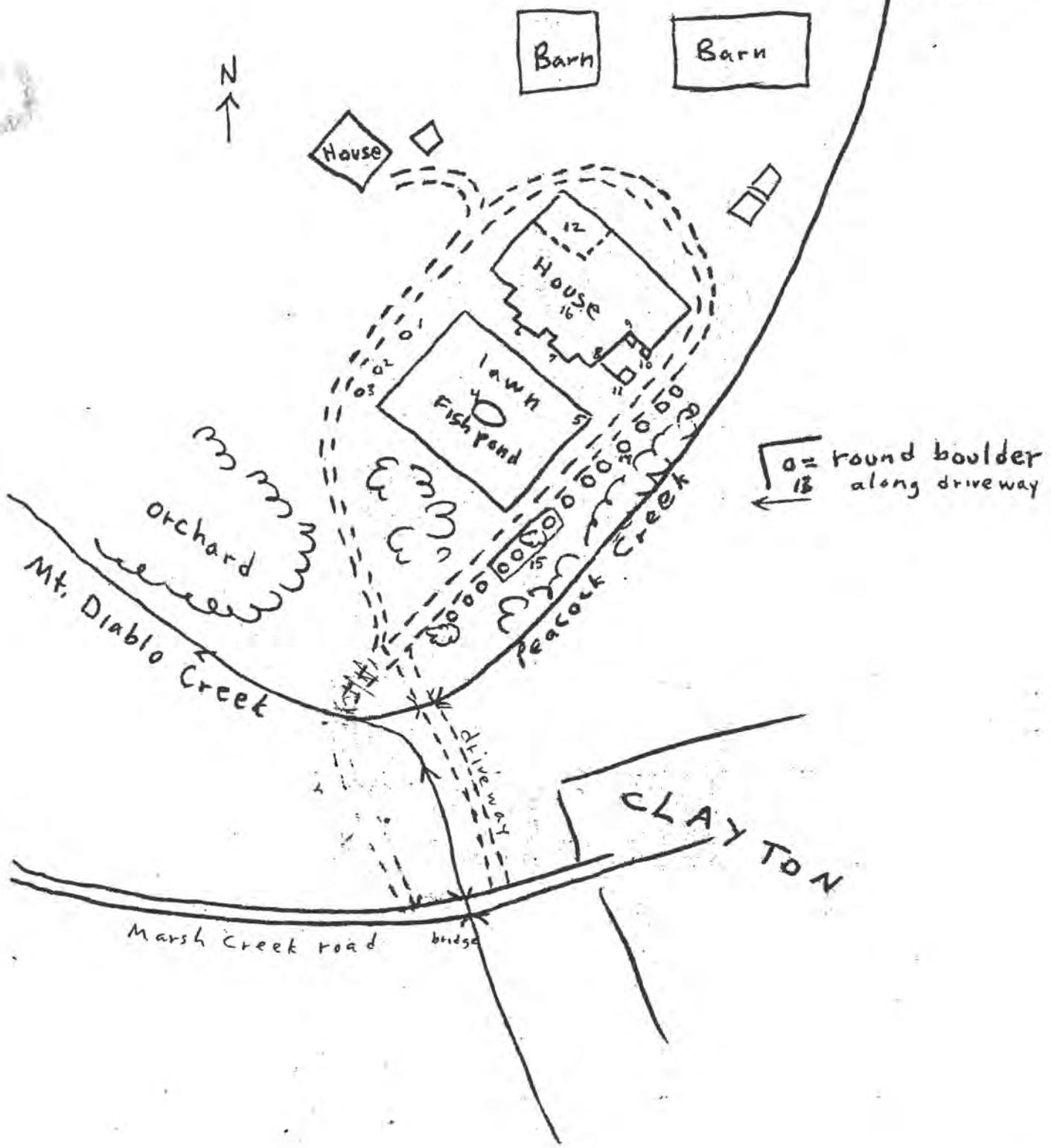
Negative No.

Negative No.

Negative No.

P-07-000105

1. Site CCo-222/H 2. Map Mt. Diablo 3. County Contra Costa
4. Twp. see GRID LOC Range \_\_\_\_\_; \_\_\_\_\_  $\frac{1}{4}$  of \_\_\_\_\_  $\frac{1}{4}$  of Sec. \_\_\_\_\_
5. Location Clayton: north side of Peacock Creek, just north of Clayton,  
on Keller Ranch.
- ERID LOCATION: 9100200rt/169000up 6. On contour elevation 450'
7. Previous designations for site Clayton Ranch Keller Ranch
8. Owner Mrs. Harry Keller 9. Address 1186 Ridge Park Drive
10. Previous owners, dates see accompanying notes
11. Present tenant Robert Fleckus, living on site
12. Attitude toward excavation favorable
13. Description of site low midden mound on edge of creek now covered by  
houses, orchard and barns; areas still available for digging.
14. Area 150 yds diameter 15. Depth at least 6' 16. Height 4'
17. Vegetation orchard, lawn, oaks, weeds 18. Nearest water Peacock creek at S edge
19. Soil of site dark ashy midden 20. Surrounding soil type buff colored clay
21. Previous excavation cellar excavation 1932; see accompanying notes.
22. Cultivation orchard, garden, lawn 23. Erosion slight
24. Buildings, roads, etc. houses, barns, road
25. Possibility of destruction slight
26. House pits none
27. Other features see accompanying notes
28. Burials " " "
29. Artifacts " " "
30. Remarks \_\_\_\_\_
31. Published references mentioned in clipping at end of CCo-221 S-1569.
32. UCMA Accession No. \_\_\_\_\_ 33. Sketch map over S8101
34. Date 10/21/52 35. Recorded by Bennyhoff 36. Photos see notes a.



CCO-222

a.

CCo-222 5-1569

NOTES OBTAINED FROM MRS. KELLER

10/21/52 J. A. Bennyhoff

58101

Previous owners:

Earliest owner remembered was Vincent Liberty. Loyd Tevest, head of Wells Fargo, bought ranch from Liberty. His son, Will Tevest, may remember Indians who worked on ranch.

Mrs. Keller's father bought ranch in 1890 or 1891, sold it to Tevest and Fisher in 1899. After her marriage Mrs. Keller bought the ranch back again.

Indian occupation:

Local Indians worked on the ranch around the turn of the century. She recalls Indians telling her of their childhood participation in grasshopper drives, which they used for flour.

Previous excavation:

Pits and trenches were dug in connection with ranch work at all times, with various remains turning up. Burials were found alongside an old barn, now torn down.

A box of skulls from the site was given to Charlie Clanton, Curator of the Golden Gate Museum.

The University of California is reported to have dug in the site in the 1890's.

A cellar was excavated in 1932. Burials, and associated artifacts, were found (see artifacts below).

Burials: see above.

Artifacts and features:

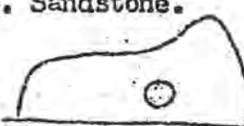
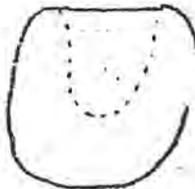
Mortars were used as post-gate pivots in the early days.

Shell ornaments, points, pestles and mortars and other artifacts were found in the 1932 cellar excavation. Small artifacts were given to Mrs. Edward Love of Pittsburgh.

The mortars and pestles have been used for decorating the present house (built in 1932), and the surrounding garden. Most of them are set in cement. The following disposition was made of the large artifacts (see red numbers on sketch map):  
for location.

1. Slab mortar (25 x 14 x 5 $\frac{1}{2}$ " ) with 2 holes (5" diam., 4" deep; 4" diam., 1 $\frac{1}{2}$ " deep) merge into one another, on one side only. Sandstone.
2. Boulder mortar (14 x 12 x 7") hole 7" diam., 6" deep). Unmodified except for hole. Sandstone. See Photo: 3 9/3 +.
3. Bowl mortar made from hollowed-out slab; rim and edges not ground. 13" diam., 4 $\frac{1}{2}$ " High. Rim 1 $\frac{1}{2}$ " thick; hole 3" deep. Sandstone. Photo: 3 7/3 left

a

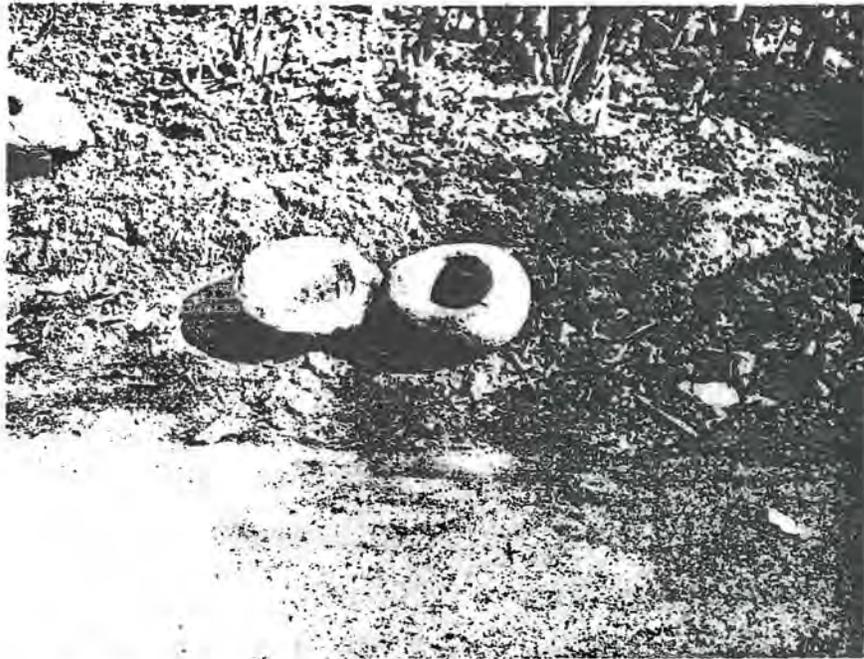
4. Fish pond is lined with rocks, mortars and pestles set in cement (See Photo: 3914)  
 3 small <sup>bowl</sup> mortars and 2 boulder mortars. 1 unusual specimen is of volcanic rock, 5" diam., 8" deep.   
 Most pestles are simple, but, as shown in the photograph, one has a modified top. Average length 8". One short one, 5½" long, 2" basal diameter. 
5. Boulder mortar 13" diam., 8" high (hole 9" x 6"). Loose. Sandstone.
6. Incipient boulder mortar (11" diam.; hole 4" x 1") set in house foundation. Sandstone
7. Boulder mortar (12" diam., 9" high; hole is 5" x 3") set in fndat. Sandstone.
8. Slab mortar (19 x (12) x ?); hole 4" x 2") set upright at base of foundation. 
9. Carefully worked bowl mortar fixed in inset with pestle and plant in bowl. Volcanic stone. 10½" diam., 6" high. Rim 1" thick. 
10. Carefully worked bowl mortar fixed in inset with pestle and plant in bowl. Volcanic stone. 11" diam., 8" high. Rim 1" thick. Photo: 3915
11. Stone column of house with small boulder mortar set in SE side (8½" diam., 7" high, 1" deep hole), and small bowl mortar set in NW side. Large boulder mortar on ground at SW side (12" diam., 19" high, 8" deep). All of sandstone. 
12. Area of excavated cellar. Midden face forms SE wall. Burials uncovered. Most of mortars and pestles are from this area. in digging.
13. East edge of driveway is lined with almost spherical stone boulders (average 14" diameter). Mrs. Keller stated that she collected these from the adjacent creek bed and bank; 2 or 3 were brought from the road to Port Chicago. (The west driveway is also lined with a variety of boulders, often of unusual shape, painted white).  
 Several of the east driveway boulders have lines and meanders on them (see following sketch by F. B. Fitch. Fitch is incorrect in stating that these boulders came from the mound itself (this is a current belief among many Clayton localites). In view of Mrs. Kellers statements, there is no reason to consider these spheres to be man made. None show signs of manufacture by man, and the "markings" could easily be erosion lines.
14. One of the above boulders may be an incipient mortar, with a slight depression. Photo. 3917
15. The three round boulders which display most of the markings referred to by Fitch. See Photo: for general view of boulders; Photo: 3916
16. 3 pestles from the cellar excavation are set in the inside fireplace. These three are the most elaborate. Average length 8"; 2" basal diam. 

CCo-222  
J. A. Bennyhoff photos  
November 21, 1952

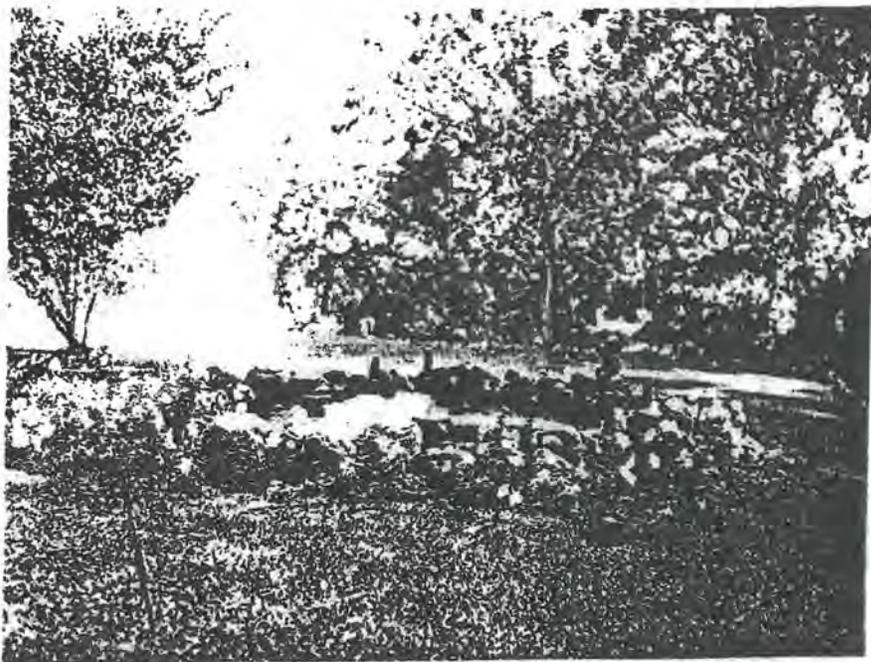
P-07-000105  
CA-000-222/H



#3917 Incipient boulder mortar



#3913 View of mortars found in cellar excavation



#3914 Mortars and pestles from site set in cement around fish pond

CCo-222  
J. A. Bennyhoff photos  
November 21, 1952

P-07-000105  
CA-CCO-222/H



#3915 Mortar and pestle from site set in wall



#3916 View of stream boulders lining driveway;  
decorated with supposed petroglyphs. See site  
record.

a.

**ATTACHMENT C**

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Photographs (2015)

**PHOTOGRAPH RECORD**

Page 1 of 1

Resource/Project Name: Keller House Outbuildings Year 2015

Camera:

Lens Size: 35mm

Film Type and Speed: Digital

Negatives Kept at: ECORP Consulting, Inc.

Mo.	Day	Time	Exp./Frame	Subject/Description	View Toward	Accession #
11	18			Keller House Outbuildings overview (from left to right: Garage, Work shed, then Granary)	NE	IMG_2578
11	18			Outbuildings overview in relation to the Keller Ranch House	East	IMG_2584
11	18			Outbuildings overview	East	IMG_2585
11	18			Outbuildings overview; Keller Ranch House in background	SE	IMG_2586
11	18			Outbuildings overview; Keller Ranch House in background	SE	IMG_2588
11	18			Outbuildings overview; Keller Ranch House in background	South	IMG_2593
11	18			Overview of surrounding property (golf course located north of outbuildings)	East	IMG_2594
11	18			Location of outbuildings in relation to the Keller Ranch House	SW	IMG_2597
11	18			Outbuildings overview	SW	IMG_2600
11	18			Overview of Keller Ranch House overview	South	IMG_2601
11	18			Detail of Granary outbuilding interior (mortise and tenon construction at wall interior framing)	Detail	IMG_2613
11	18			Work shed outbuilding exterior detail	Detail	IMG_2616
11	18			Work shed outbuilding interior detail	Detail	IMG_2619
11	18			Work shed outbuilding interior detail (corrugated metal roof constructed on 7/6/1971)	Detail	IMG_2620
11	18			Granary outbuilding exterior overview (northeastern facing wall)	South	IMG_2624
11	18			Garage outbuilding exterior overview	NW	IMG_2628
11	18			Garage outbuilding interior overview	West	IMG_2631
11	18			Garage outbuilding interior overview	Detail	IMG_2633
11	18			Garage outbuilding exterior overview	Detail	IMG_2637
11	18			Garage outbuilding exterior overview	North	IMG_2639
11	18			Overview of Keller Ranch House overview	West	IMG_2642
11	18			Overview of Keller Ranch House overview	NE	IMG_2646
11	18			Overview of Keller Ranch House overview	North	IMG_2648
11	18			Outbuildings in relation to the Keller Ranch House	NW	IMG_2651
11	18			Work shed outbuilding exterior detail	Detail	IMG_2759
11	18			Work shed outbuilding exterior overview	East	IMG_2765
11	18			Granary outbuilding exterior overview; Keller Ranch House in background	SE	IMG_2766



IMG\_2578



IMG\_2584



IMG\_2585



IMG\_2586



IMG\_2588



IMG\_2593



IMG\_2594



IMG\_2597



IMG\_2600



IMG\_2601



IMG\_2613



IMG\_2616



IMG\_2619



IMG\_2620



IMG\_2624



IMG\_2628



IMG\_2631



IMG\_2633



IMG\_2637



IMG\_2639



IMG\_2642



IMG\_2646



IMG\_2648



IMG\_2651



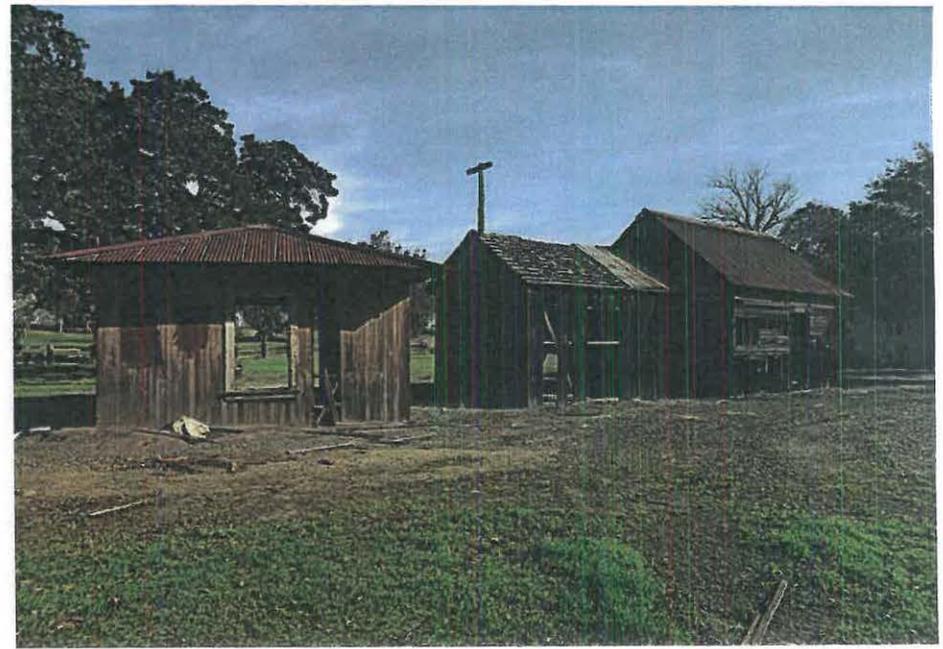
IMG\_2759



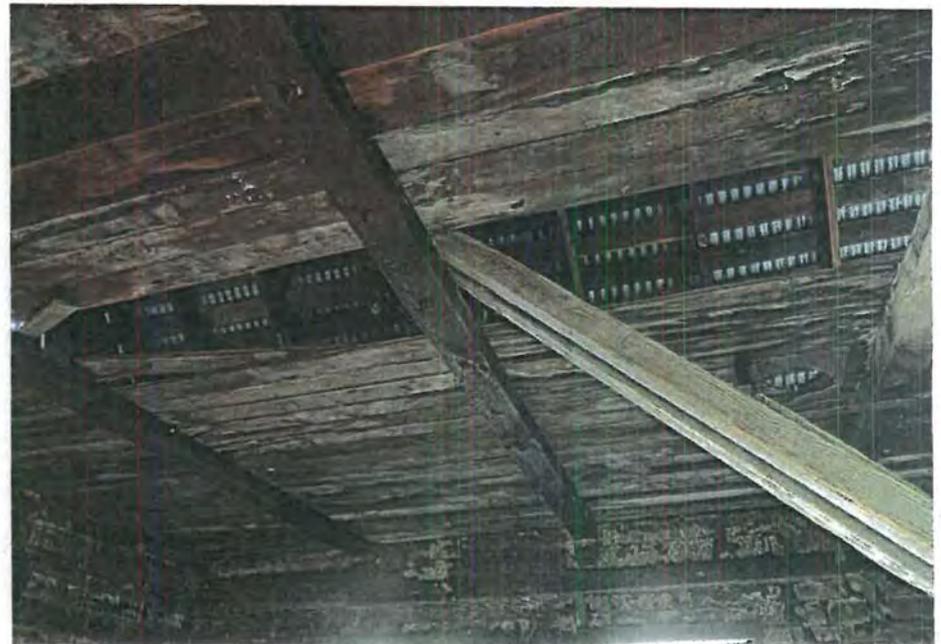
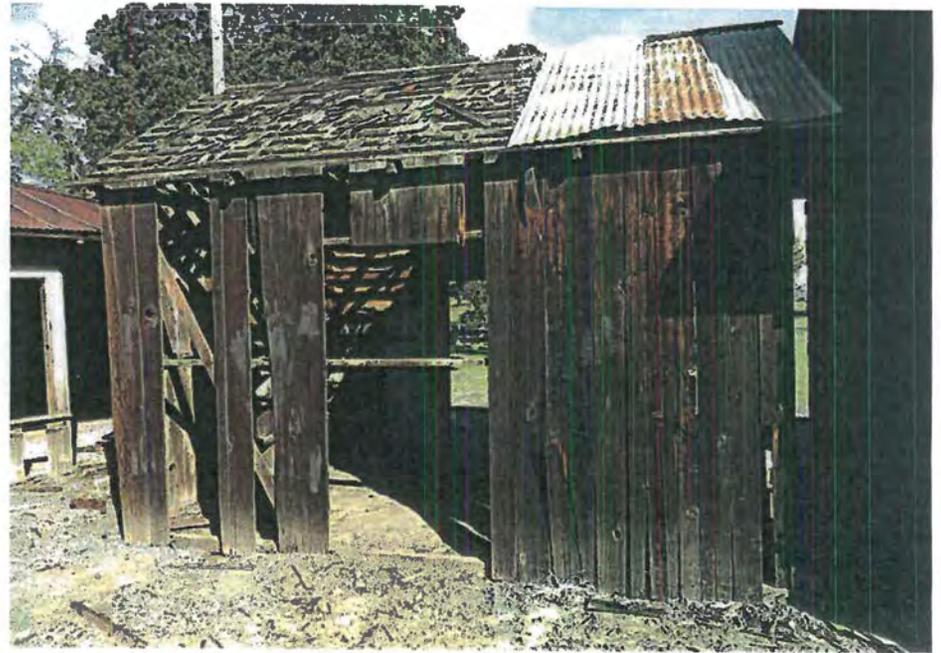
IMG\_2765



IMG\_2766



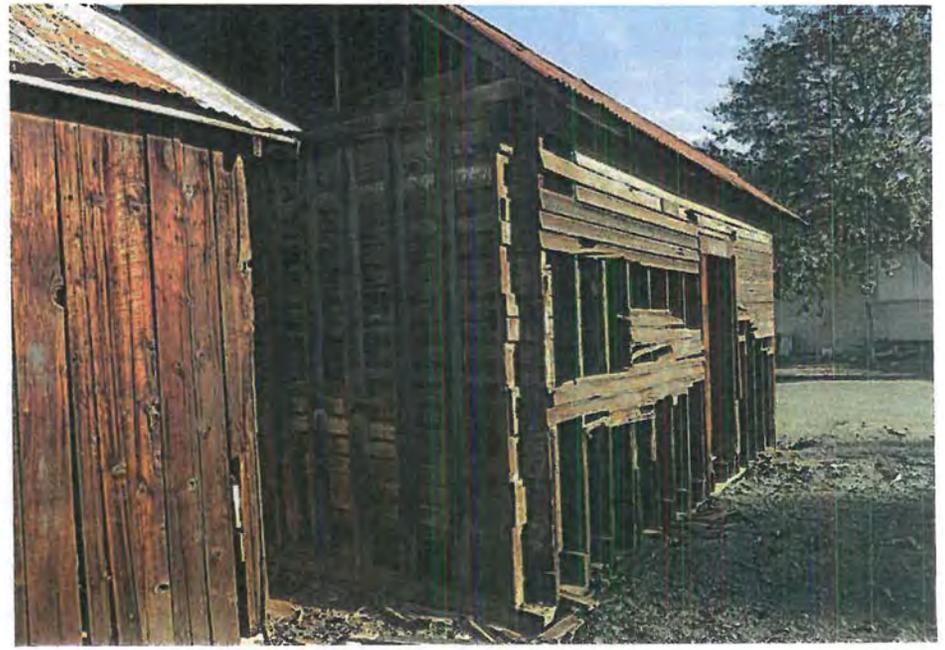
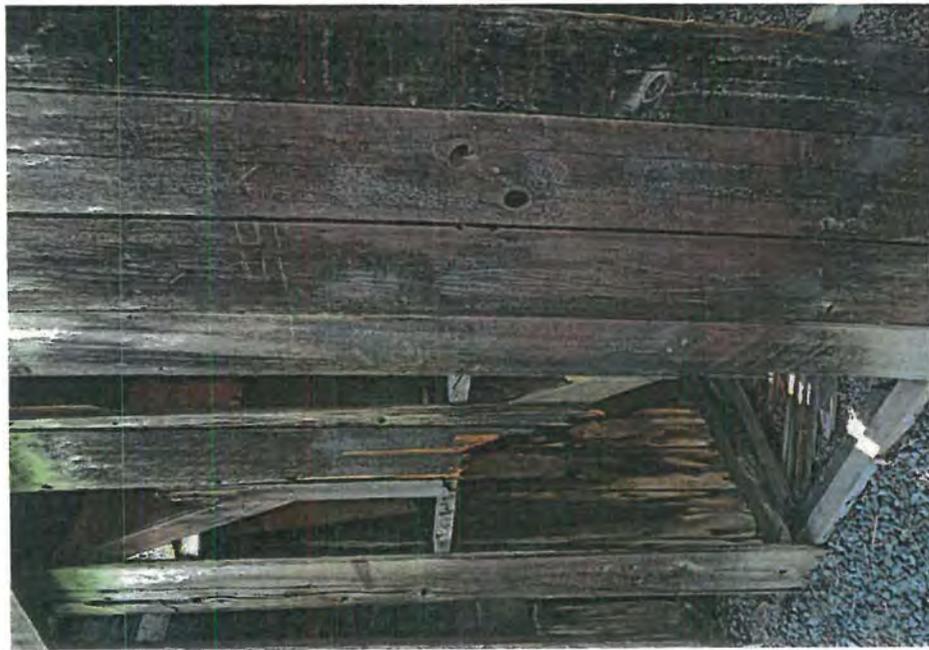
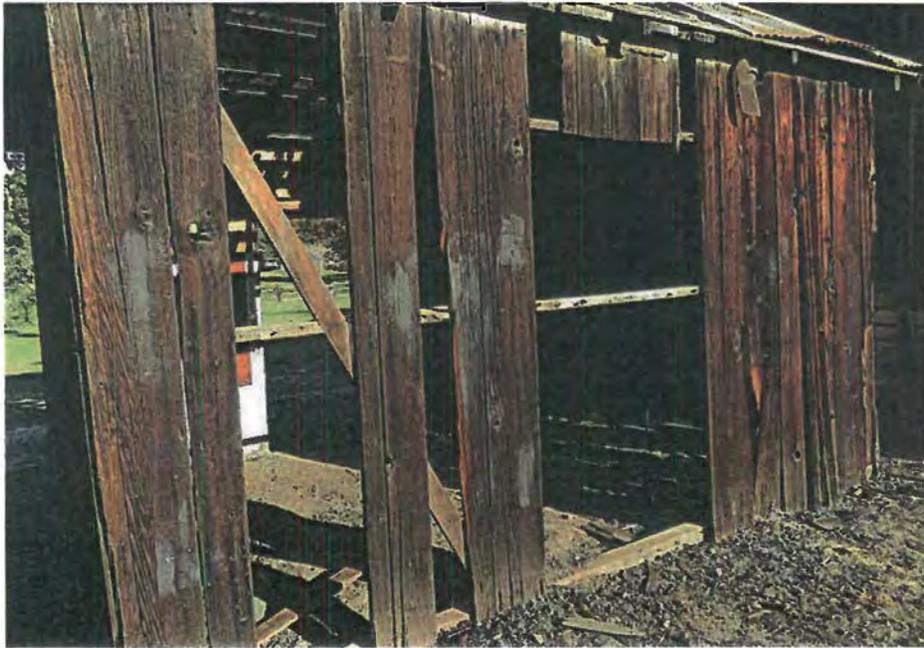












**ATTACHMENT D**

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State Historical Resource Commission (2001)

STATE HISTORICAL RESOURCES COMMISSION  
DEPARTMENT OF PARKS AND RECREATION

P O BOX 942896  
SACRAMENTO, CA 94296-0001  
(916) 653-6624  
(916) 653-9824 FAX



JOHN D. HENDERSON, FAIA

.....Chairperson

SUE SCHECHTER

.....Vice Chairperson

LAUREN W. BRICKER, PhD

PHILIP P. CHOY

KATHLEEN GREEN

ANTHEA M. HARTIG, PhD

WILLIAM R. HILDEBRANDT, PhD

MARY L. MANIERY

CAROL L. NOVEY

DR. KNOX MELLON

.....Executive Secretary

14 December 2001

**STATE HISTORICAL RESOURCES COMMISSION FINDINGS**  
**California Register of Historical Resources**  
**Keller House, Clayton, Contra Costa County**

On 2 November 2001, at a regular meeting of the State Historical Resources Commission held in San Simeon, pursuant to Public Resources Code Section 5024.1, the State Historical Resources Commission determined the Keller House, 6015 Heritage Trail, Clayton, to be a significant historical resource and voted to list it in the California Register of Historical Resources. Published herewith are the Commission's findings.

This resource includes the ranch house, and ancillary structures including the granary, storage shed, garage and concrete bridge are significant under criterion 1 for the period 1910 to 1954, for their association with cattle ranching, and industry important in local and regional history. The Keller House is also eligible under criterion 3 for its architecture as a rare example in the Clayton area of Mission Style with Craftsman elements. The bridge, built in 1916, is also individually significant under criterion 3 as a rare example of a privately-funded, concrete bridge which appears to have been built at great cost and shows evidence of engineering and aesthetic considerations in design not common to private, utilitarian bridges in California. The site on which the Keller house and other buildings are located, archaeological site (Cco-222) is also significant under criterion 4 in that it has yielded and has the potential to yet yield information important to understanding the prehistory of this region.

The Commission's determination is based upon the description of the resource and statement of significance provided in the nomination prepared by Thomas Saxby, AIA, at the request and on behalf of the City of Clayton, owner of the resource and applicant.

By virtue of being listed in the California Register, the Keller House, granary, storage shed, garage and bridge are to be considered significant historical resources which deserve to be protected, to the extent prudent and feasible, from substantial adverse change, pursuant to California Code of Regulations, Title 14, Chapter 3, CEQA Guidelines.

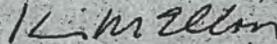
Pursuant to the California Code of Regulations, Title 14, Chapter 11.5, Section 4857, the Commission has the power to reverse or alter its prior determination, in whole or in part, if the prior decision was based on a significant error in the facts, information or analysis, or if it appears, based on new information, that the determination was arbitrary, capricious or based on substantial error.

d.

Requests for redetermination may be submitted within thirty (30) days of the date of this letter. Such requests shall set forth the reasons why the applicant believes the Commission's determination was improper, including all new relevant facts and information. The Commission shall advise the applicant within sixty (60) days after receipt of a request for redetermination whether it will consider such request, and if so, set the date for a hearing by the Commission. If the request for redetermination is denied, the original determination shall become final for all purposes, unless the resource is later shown to be demolished, altered, or has lost its integrity.

Questions or comments regarding this matter can be addressed to the Registration Unit, Office of Historic Preservation, at the above address.

Sincerely,



Dr. Knox Mellon  
State Historic Preservation Officer



Agenda Date: 11-17-2015

Agenda Item: 8b

Approved:   
Gary A. Napper  
City Manager

# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: CITY MANAGER**

**DATE: 17 NOVEMBER 2015**

**SUBJECT: CONSIDER USE OF FY 2014-15 EXCESS GENERAL FUND MONIES TO ADDRESS IDENTIFIED ONE-TIME EXPENSE UNMET FINANCIAL NEEDS**

## RECOMMENDATION

It is recommended, following staff presentation and opportunity for public comments, the City Council provide staff with general policy direction to narrow its interest in further staff research and refined quotes on the organization's identification of unmet financial needs in City public facilities, infrastructures, and capital equipment using a portion or all of the \$389,895 in excess General Fund monies from the conclusion of FY 2015-15.

## BACKGROUND

Concurrent with the receipt of a "clean" opinion from the City's independent auditing firm of Cropper Accountancy Corporation, the City learned that Fiscal Year 2014-15 ended its operations and expenses with a cash excess of \$389,895 in General Fund monies. The City's General Fund balance is now at \$5,538,632 with an unassigned balance of \$4,509,255 (which amount includes the \$389,895 under discussion). With the General Fund primarily shouldering the bulk of essential public services to our community and for the operations of the municipality (e.g. personnel services), it is often difficult to incorporate larger ticket items into the annual budget while maintaining the City Council's policy of producing an annually-balanced budget. Therefore, the General Fund reserve is multi-purpose in its function as the City's "savings" account, not only for emergency and disaster purposes but also to underwrite one-time expenditure items that are merely too large or non-repetitive to tuck into a balanced budget.

Recognizing this principle, the City Council in August 2006 established a new "Deferred Maintenance Fund" using \$350,000 in excess General Fund monies from the conclusion of its FY 2007-08 City Budget. Over the years, that Fund was used to perform a variety of public facility and one-time expense needs of the City that would otherwise have been left unattended (e.g. new carpet/paint in Hoyer Hall in 2010; hand-dryers in public restrooms; rehabbed pathway at Lydia Lane Park; North Valley Park drainage system; rehabbed Community Park shade structures, new benches and new asphalt pathways; additional

concrete work in the City Hall courtyard; new curtains, chairs and exterior fence at Endeavor Hall).

### **FY 2014-15 GENERAL FUND EXCESS**

At its public meeting on 02 November 2015, in conjunction with the presentation of the Audited Financial Statements, the City Council received and commented briefly on the inclusion of a staff-generated list of potential one-time expenditures for consideration relative to the \$389,895 in General Fund net excess monies. Members of the City Council expressed interest in discussing these identified unmet needs in greater detail and requested staff agendize this discussion at its next public meeting. In the interim, staff re-circulated its initial list internally to further identify one-time expense items that may have been overlooked or should be acknowledged.

Consequently, the attached compilation (ref. Exhibit A) classifies, by City department, those recognized needs worthy of identification and potential funding, either now or in the near future. In harmony with the City's prudent fiscal policy of not creating or developing new facilities, infrastructures or organizational purchases that will obligate or consume recurring expenditures to support, the list naturally leans to maintaining or upgrading existing assets or capital equipment. To facilitate the City Council's determination of priority, items marked by an asterisk (\*) are deemed pressing for attention and priority consideration. In addition, the City Council may have one-time expense items it wishes to add to this list. This list largely contains items that are not eligible for funds from sources other than the City's General Fund (e.g. Restricted-Use Funds).

### **RECOMMENDED PROCESS**

None of the items listed are accompanied by actual quotes; the dollar amounts are merely estimates by staff at this point and are each subject to further refinement. An associated cost does represent the professional judgement of staff as to a likely ballpark figure, but actual expense is subject to further research and refinement by staff.

However, rather than staff spending time investigating each listing, it is recommended the City Council discuss and provide to staff its general policy direction as to which, if any, of the listed items should be further explored by obtaining actual quotes and vendor/contractor estimates. Staff would then complete that expense fine-tuning and return with a staff report containing the results of its efforts for consideration of earmarked funds by the City Council.

Exhibit: A. List of Potential One-Time Expense Items

POTENTIAL USES FOR FY 2014-15 GENERAL FUND NET EXCESS

CITY OF CLAYTON

EXHIBIT A

17 NOVEMBER 2015

General Fund Net Excess \$389,895.00

\* \* \* \* \*

Identified One-Time Expenditures (by City Department)

A.	City Maintenance	
	◦ F-450 Utility Truck	\$ 70,000 *
	◦ Paint and re-seal Public Restrooms at Community Park	\$ 12,000 *
	◦ Paint interior & exterior of Endeavor Hall, re-finish wood flooring (2009), and re-seal patio concrete (2005)	\$ 19,000 *
	◦ New carpet and re-paint interior of Clayton Library (20 yrs.)	\$ 115,000 *
	◦ New trash cans, BBQs and Knack Boxes at Community Park	\$ 20,000 *
	◦ Re-install copper wiring (theft) on Community Park pathway between upper and lower sports fields, plus lighting controller	\$ 17,000
	◦ Trim trees at Community Park	\$ 30,000
	◦ Replace resilient play surface at North Valley Park (16 yrs.)	\$ 16,000
	◦ Tree replacement at North Valley Park (20 trees @ \$500)	\$ 10,000
	◦ Carport in City Corporation Yard (for new tractor, etc.)	\$ 10,000
	◦ Mini-Excavator (on traks)	\$ 50,000
	◦ Replace wood street light poles with metal ones (City-owned)	\$ 250,000 *
	◦ Install solar power equipment to run Clayton Fountain	\$ unk
B.	Police Department	
	◦ Police Carport (side yard of City Hall)	\$ 50,000
	◦ Funds for Training Day of entire PD (on same day)	unk
	◦ Replace PD tasers (11)	\$ 28,000
C.	Community Development (Planning)	
	◦ Update City Noise Element	\$ 40,000
	◦ Restore Keller Ranch outbuildings	\$ 80,000
	◦ Comprehensive update of City General Plan	\$ 400,000
D.	Department-wide Technology and Records Storage *	
	◦ New interactive City Website	\$ unk
	◦ Electronic Records Management System (laserfiche) (quote of \$10,000 to convert 20 boxes; 120+ boxes)	\$ 100,000 (a start) *
	◦ Searchable Online City Municipal Code	\$ unk
	◦ Geographic Information System (GIS)	\$ unk

Councilmember Pierce nominated Howard Geller for Mayor. Councilmember Haydon seconded the nomination. No other nominations were provided and Mayor Shuey then closed the nominations.

**On call by Mayor Shuey, the election of Howard Geller as Mayor starting December 1, 2015 passed by acclamation (Passed; 5-0 vote).**

Mayor Shuey then opened nominations for the office of Vice Mayor. Councilmember Pierce nominated Jim Diaz for the position of Vice Mayor. Councilmember Shuey seconded the nomination. There were no other nominations and Mayor Shuey closed the nominations.

**On call by Mayor Shuey, the election of Jim Diaz as Vice Mayor starting December 1, 2015 passed by acclamation (Passed; 5-0 vote).**

- (b) City Council discussion of potential uses for a portion or all of its \$389,895 in General Fund excess monies from FY 2014-15 on one-time expenditures, equipment or capital project unmet needs.

City Manager Napper indicated at the City Council's last regular meeting it was noted the previous fiscal year closed with a General Fund net excess of \$389,895. Staff inquired at that meeting whether the City Council was interested in discussing possible one-time expenditure items and capital projects using this surplus. Staff was instructed to bring a list back at this meeting to explore different opportunities for use of some or the entire annual General Fund surplus on one-time expenditures for unmet needs of the City. Part of staff's obligation as staff is to identify unmet needs of the City for City Council review and policy decision for the unassigned funds.

The current General Fund Reserve balance of \$5.5 million does include this annual General Fund excess of \$389,895. In terms of financial history, in August of 2006 the City also experienced a similar excess of funds of approximately \$350,000 and at that time the City Council placed the surplus into a Deferred Maintenance account. Over the years that Deferred Maintenance Fund was used to underwrite numerous deferred maintenance items in the City, eventually resulting in a residual balance last year of approximately \$40,000, which was then returned to the General Fund.

City Manager Napper then reviewed in detail the list of unmet needs of the City identified by management categorized by City Maintenance, Police, Community Development, and City Technology/Modernization office needs. He noted there are not a lot of items, nothing is absolutely urgent or pressing, and the smallness in identified unmet needs is a testament to the good management of the City and the City Council in keeping its organization, public facilities, and public infrastructures in relatively good shape and order. However, those items listed are matters that sometime will need to be addressed. The items listed also have no other source of funding other than the General Fund. Mr. Napper then went through the list of items line by line.

Councilmember Pierce commented she would like to add Wi-Fi guest capability at City Hall to the list of identified items, particularly since the City Council has requested this capability for some years now.

Councilmember Haydon inquired if the figures provided for each item were actual costs or estimates? Mr. Napper advised the costs provided are professional "guesstimates" and will be refined to actual costs through further staff investigation based on what the City Council expresses further interest in.

Councilmember Haydon also inquired on the condition of the wood street light poles and if replacement could be done in phases to allow other potential unmet needs of the community to also be met? Mr. Napper responded the hollow-core wood street light poles deteriorate from the inside out and at this point it is undeterminable of the current condition. He agreed the wood street light poles could be replaced in phases. Councilmember Diaz suggested approaching this project by age of neighborhood and accompanying wood street light poles.

After considerable discussion and review, the City Council determined it would like more information on the following unmet needs:

- Wi-Fi at City Hall.
- Electronic Records Management System (laserfiche).
- New interactive City website.
- Restoration of Keller Ranch outbuildings.
- Funds for a one-day training of the entire Police Department.
- Solar power equipment to operate the Clayton Fountain.
- Replace wood street light poles with metal ones (City-owned).
- Mini-Excavator (on traks).
- New trash cans and possible replacement BBQs at Community Park.
- Paint interior & exterior of Endeavor Hall, re-finish wood flooring (2009), and re-seal patio concrete (2005).
- Paint and re-seal public restrooms at Community Park.
- F-450 Utility Truck.

No action further action was taken on this item. City Manager Napper indicated staff would perform further research and obtain contractor/vendor quotes on the needs identified and return with its report, likely in early 2016.

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

None.



Agenda Item: Ec

Approved:

Gary A. Napper City Manager

# STAFF REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: JANUARY 19, 2016**

**SUBJECT: KELLER HOUSE OUTBUILDINGS (CDD-14-15)**

## RECOMMENDATION

It is recommended the City Council direct staff to seek proposals to demolish the three Keller Ranch outbuildings due their dilapidated state and because the buildings have been determined to no longer be contributing elements to the historic Keller Ranch. It is also recommended the City Council allow the Clayton Historical Society to salvage elements of the outbuildings.

## BACKGROUND

In December 2001, the State Historical Resources Commission, based on an application submitted by the City of Clayton, determined the Keller Ranch to be a historic resource and voted to list it in the California Register of Historical Resources (CRHR). The Keller Ranch resource was defined as containing the primary Keller House and ancillary structures, which included the three subject outbuildings and the concrete bridge.

With the passage of time, the City has received comments and complaints regarding the outbuildings due to the fact that they have become an attractive nuisance because of their deteriorated state and ease of accessibility. A lack of maintenance in conjunction with ongoing vandalism, graffiti, and damage has resulted in the outbuildings becoming severely dilapidated which could pose a potential safety hazard to the community. Due to these complaints and issues, the future of these buildings was brought to the October 6, 2015 City Council meeting for consideration and direction (**Attachment 2**). At this meeting, the City Council authorized the City Manager to enter into a consultant services contract with ECORP Consulting in order to establish if the remaining three outbuildings are still considered historically significant as contributing elements to the historic Keller Ranch.

## DISCUSSION

### Overview

Following the October 6, 2015 City Council meeting, staff assisted ECORP in obtaining all of the available City records pertaining to the Keller Ranch. ECORP's staff conducted archival research and literature review at the Northwest Information Center (NWIC) to obtain existing information and documentation previously prepared on the Keller Ranch. ECORP's

architectural historian met with Dick Ellis, a representative of the Clayton Historical Society, to recover any pertinent historical information on the outbuildings, their contribution to the historical eligibility of the Keller Ranch, and their integrity. Lastly, a field visit to the site was conducted to record and assess the current state of the physical integrity the buildings.

Based upon the information gathered, the attached report, *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, Clayton, CA*, documents and concludes that the outbuildings no longer retain sufficient physical and associative integrity for listing on the California Register of Historical Resources (CRHR) (**Attachment 1**). Due to the loss of the physical components; the deteriorated state of the buildings; the fact they have been moved from their original location to make way for the construction of the Oakhurst project; and the failure to retain strong associative qualities with their original use no longer convey the significance of the historic Keller Ranch.

#### State Office of Historic Preservation

As part of the information gathering process, the City of Clayton contacted the State of California Office of Historic Preservation (HPO) regarding the historical status of the outbuildings. HPO staff provided a recommendation to the City to not formally submit to the State in order to have the outbuildings removed from the historical registry because the buildings would virtually have to be in a pile or heap on the ground before the State Historical Resources Commission would grant the removal of the structures from the California Register of Historical Resources. Further, the process would take six months or more in order to have the request be reviewed by State Historical Resources Commission due to the processing time and the infrequency of Commission meetings. Given that the City conducted an assessment and an analysis on the outbuildings, which arrived at the conclusion that the buildings were no longer contributing elements to the historic Keller Ranch, HPO staff recommended the City proceed as it felt was necessary with the outbuildings and could rely on a Categorical Exemption because the City maintains local control over the decisions related to the historic nature of the buildings and maintains its status as the lead agency for CEQA.

#### ENVIRONMENTAL

Based on the *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, Clayton, CA* which determined the outbuildings to no longer be historically significant and pursuant to the California Environmental Quality Act Guideline 15301 (I) – Existing Facilities, the project would be categorically exempt from CEQA.

#### RECOMMENDED NEXT STEPS

Assuming the direction to staff is to seek proposals for the demolition of the outbuildings, staff would return with three demolition proposals for City Council review and consideration. While the costs to demolish the outbuildings could be less than what would normally trigger Council approval under the City's procurement procedures, staff recommends a formal Resolution be passed by the City Council to memorialize in the recitals the finding and use of the Categorical Exemption for the project. Following City Council approval of the Resolution, staff would file a Categorical Exemption with the County Clerk, which would commence a 35-day statute of limitations from the day the project was approved as well as execute the contract with the appropriate firm for demolition.

### **FISCAL IMPACT**

The costs associated with the demolition have yet to be determined. A recommended funding source will be presented to the City Council for consideration in conjunction with the proposals and award of contract to demolish the outbuildings.

### **ATTACHMENTS**

1. *Updated Integrity Assessment of the Historical Keller Ranch Outbuildings, City of Clayton, California* [164 pp.]
2. Staff Report from the October 6, 2015 City Council Meeting [44 pp.]

program. Mr. Crapo included this process can take 18 to 24 months to complete resulting in significant start-up costs; Contra Costa County has agreed to provide upfront monies with eventual reimbursement from participating cities.

Councilmember Pierce indicated she would like to consider the results of the feasibility study to provide the Clayton community a possible option of participation in the Contra Costa Community Choice Aggregation energy.

**It was moved by Councilmember Pierce, seconded by Councilmember Haydon, to adopt the Resolution authorizing Contra Costa County to collect the PG&E electrical load usage data for all customer classes and customers within the City of Clayton, and by letter affirm the City of Clayton's openness to participating in the costs of a feasibility /technical study to form a community choice aggregation in partnership with Contra Costa County but the City makes no funding commitment at this time until the number of interested cities is known and an expense allocation is proposed. (Passed; 4-0 vote).**

(c) Consider ECORP's initial findings regarding historic significance and future of the three (3) deteriorating historic outbuildings on City-owned Keller Ranch House property, north of the Clayton Community Library.

Community Development Director Mindy Gentry summarized the staff report briefly noting the updated integrity assessment of the historical Keller Ranch outbuildings determined the outbuildings no longer are historically significant; and pursuant to the California Environmental Quality Act Guideline 15301 (I) – Existing Facilities, a demolition project decided at the local level would be “categorically exempt” under CEQA. Ms. Gentry indicated the Clayton Historical Society would likely wish to salvage some portions of the Keller Ranch outbuildings to keep for historical purposes or use for a future fundraiser.

City Manager Mr. Napper added the location of the three buildings is directly north of the Keller Ranch House, and the Keller Ranch home is not a subject for demolition.

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

**It was moved by Councilmember Shuey, seconded by Councilmember Haydon, to instruct staff to seek three proposals for the demolition of the outbuildings, with staff returning with three demolition proposals for City Council review and consideration for approval and funding. (Passed; 4-0 vote).**

(d) Consider a summary report on the City of Pittsburg's Tuscan Meadows Residential Subdivision project for up to 917 single-family homes, 365 multi-family apartments, and three parks totaling approximately 18.6 acres and possible implications to Clayton community.

Community Development Director Mindy Gentry presented the staff report noting project overview of the City of Pittsburg's Tuscan Meadows project and its Montreux residential subdivision project impacts to Clayton. Ms. Gentry provided forecasted traffic counts and potential traffic delays in both the AM and PM peak travel times at intersections along Kirker Pass Road and Ygnacio Valley Road used by Clayton residents. She also noted the project is scheduled to be heard at the February 9, 2016 meeting of the Pittsburg Planning Commission. If approved the project will go before the Pittsburg City Council for a hearing then precede to LAFCO for review of the proposed boundary changes.

Agenda Date: 2-02-2016



Agenda Item: Ba

Approved:   
\_\_\_\_\_  
Gary A. Napper  
City Manager

# AGENDA REPORT

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: CITY MANAGER**  
**DATE: 02 FEBRUARY 2016**  
**SUBJECT: CONTINUED CONSIDERATION FOR USE OF FY 2014-15 EXCESS GENERAL FUND MONIES TO ADDRESS ONE-TIME EXPENSE UNMET NEEDS**

## RECOMMENDATION

It is recommended, following staff presentation and opportunity for public comments, the City Council provide staff with specific direction regarding pursuit of which unmet financial needs in City public facilities, infrastructures, and capital equipment using a portion or all of the \$389,895 in excess General Fund monies from the conclusion of FY 2014-15.

## BACKGROUND

At its regular public meeting held on 17 November 2015, the City Council received a laundry list of unmet needs for improvement, replacement, or new acquisitions pertaining to the mission of the City organization to sustain public services and infrastructure of the City. After review and critique of the 24 items listed, the City Council narrowed its interest for further study and additional staff research to thirteen (13) items. As noted in the previous report, the City learned that Fiscal Year 2014-15 ended its operations and expenses with a cash excess of \$389,895 in General Fund monies. The City's General Fund balance is now at \$5,538,632 with an unassigned balance of \$4,509,255 (which amount includes the \$389,895 under discussion).

Since that meeting, various members of City staff have spent considerable time obtaining refined quotes and conducting further investigation of the 13 items selected by the City Council. The Focus List chosen by the City Council is attached and honed estimates and further information have been provided when possible.

## FOCUS LIST ITEMS

Of the thirteen (13) original items on the Council's Focus List, one has already been implemented by City staff as it was identified by the City Council long ago as an item that should be installed at City Hall. That matter involved the installation of a password-protected City Hall Wi-Fi system, which objective was accomplished within existing resources on

January 25<sup>th</sup>. Therefore, that particularly item is displayed for reference purpose but labeled as "Done." In addition, following research by the Chief of Police as to possible law enforcement coverage from another public agency so the Clayton Police Department could conduct a one day Training Day for our entire police department (sworn and non-sworn), Chief Wenzel learned the City of Concord would be willing to cover Clayton PD calls for service that singular day at no additional expense. Consequently, that particular need has been listed but labeled as "accomplished by the Chief at no cost."

However, with any opportunity granted to staff for its exploration of unmet needs of the City, since the November 2015 meeting we have added back two (2) new items for consideration in this mix. One is the exterior repainting of City Hall (\$6,900) and the other is the installation of ten (10) high-grade security cameras at the entry/exit points of the City; the latter idea, becoming used by many cities as another tool to fight community crime, has a complete system price tag of \$132,983 but it is a public safety enhancement that could be implemented in phases.

### **RECOMMENDED PROCESS**

City staff having a stakeholder's interest in the outcome of the City Council's deliberations on this matter will be in attendance at the meeting to answer questions regarding their specific requests. Each item on the Focus List has an associated detail sheet or staff memorandum cross-referenced by an Exhibit number. The order of the Exhibits does not represent staff priorities but arranged by department.

It is recommended the City Council determine which unmet needs and how much excess FY 2014-15 General Fund monies warrant its willingness to encumber funds. In doing so, no authorization is granted awarding contracts or the associated allocation of funds. Staff will return to the City Council for formal authorization at a subsequent public meeting.

Attachment A: Focus List of Potential One-Time Expense Items [1 pg.]  
B. Potential Uses List from Nov. 2015 meeting [1 pg.]

- Exhibits:
1. Mini-Excavator
  2. Utility Bed Truck
  3. Community Park trash cans, BBQs, reseal restroom floor
  4. Endeavor Hall repainting, floor refinish, reseal concrete patio
  5. Solar power to operate Clayton Fountain
  6. Replace wood street light poles
  7. City Hall exterior repaint
  8. Police security cameras at entry/exit points of City
  9. Sustain Police Department full deployment due to attrition
  10. Electronic Records Management (laserfiche)
  11. Upgrade City Website and IT services
  12. Searchable Online City Municipal Code

FOCUS LIST

## IDENTIFICATION OF ONE-TIME UNMET CITY NEEDS

02 FEBRUARY 2016

FY 2014-15 GENERAL FUND NET EXCESS \$ 389,895.00

\* \* \* \* \*

FOCUS LIST OF ONE-TIME EXPENDITURES (listed by City Department)

## I. City Maintenance

• Exhibit 1 [11 pp.]	2016 Mini Excavator (Ford New Holland)	\$ 42,243.00
• Exhibit 2 [7 pp.]	2016 Utility Bed Truck (Ford F350)	\$ 58,811.00
• Exhibit 3 [6 pp.]	New trash cans, BBQs and reseal restroom floor at Clayton Community Park	\$ 24,919.00
• Exhibit 4 [4 pp.]	Paint interior & exterior of Endeavor Hall, re-finish wood floor, reseal concrete patio	\$ 18,963.00
• Exhibit 5 [2 pp.]	Solar power to run Clayton Fountain	\$ 859,000.00 +
• Exhibit 6 [5 pp.]	Replace 75 wood street light poles with metal ones (City-owned)	\$ 264,000.00
• Exhibit 7 [2 pp.]	<u>New:</u> Repaint exterior of City Hall	\$ 6,900.00

## II. Police Department

• - No Exhibit -	Funds for Training Day of entire PD	\$ Accomplished by Chief at no cost
• Exhibit 8 [3 pp.]	<u>New:</u> Security Cameras at Exit/Entry points of City	\$ 132,983.00
• Exhibit 9 [2 pp.]	<u>New:</u> Sustain Police deployment at full strength due to pending attrition	\$ 21,473 – 38,237

## III. Community Development (Planning)

• - No Exhibit -	Demolition of Keller Ranch outbuildings (3)	\$ unknown (\$20k?)
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## IV. Department-wide Technology and Records Storage

• Exhibit 10 [48 pp.]	New Interactive City Website/IT Services	\$ 9,000 – 47,000
• Exhibit 11 [1 pg.]	Electronic Records Management (laserfiche) (quote converts 120 boxes)	\$ 48,337.00
• Exhibit 12 [15 pp.]	Searchable Online City Municipal Code (Municode quote at 6 years of service)	\$ 5,000.00
• - No Exhibit -	Wi-Fi at City Hall	\$ DONE

6. **PUBLIC COMMENT ON NON - AGENDA ITEMS** – None.

7. **PUBLIC HEARINGS** – None.

8. **ACTION ITEMS**

(a) City Council discussion of potential uses for a portion or all of its \$389,895 in General Fund net excess reserve monies from FY 2014-15 on one-time expenditures, equipment or capital project unmet needs.

City Manager Napper indicated at the City Council's regular meeting of November 17, 2015 it was noted the previous fiscal year closed with a General Fund net excess of \$389,895. Staff inquired at that meeting whether the City Council was interested in discussing possible one-time expenditure items and capital projects using these funds. Staff was instructed to bring a list back at this meeting to explore different opportunities for use of some or the entire annual General Fund FY 2014-15 net excess on one-time expenditures for unmet needs of the City. Part of staff's obligation as staff is to identify unmet needs of the City for City Council review and policy decision for the unassigned funds. Mr. Napper provided a focus list for one-time unmet city needs for further exploration per the direction of the City Council.

City Department heads were available at this meeting to answer any questions or provide additional information to the City Council regarding items pertaining to their departments.

After considerable discussion and review, the City Council determined it would like to pursue the following unmet needs:

- 2016 Mini Excavator.
- New trash cans, BBQs and reseal restroom floor at Community Park.
- Paint interior & exterior of Endeavor Hall, re-finish wood flooring, and re-seal concrete patio.
- Repaint City Hall exterior.
- Security Cameras at Exit/Entry points of City.
- Sustain Police deployment at full strength due to pending attrition.
- Demolition of Keller Ranch outbuildings (3).
- New interactive City website/IT Services.
- Electronic Records Management System (laserfiche).
- Searchable Online City Municipal Code.
- City back-up servers.

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

Mr. Napper advised that items above his authority of approval will be brought back to future regular meetings of the City Council with no monies encumbered until awarded by the City Council.

City Council general direction was given to staff to provide additional research and bring back refined information for council consideration and action as appropriate.



Approved:

  
 Gary A. Napper  
 City Manager

# STAFF REPORT

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** John Johnston Maintenance Supervisor

**DATE:** April 5, 2016

**SUBJECT:** Determination of Tree Replacement Species on Keller Ridge Drive

## RECOMMENDATION

It is Staff's recommendation the City Council, by minute motion, authorize the replacement of any missing or declining London Plane trees along Keller Ridge Drive with a multiple species design consisting of the Chinese Pistache (*Pistacia chinensis*), Eastern Redbud (*Cercis canadensis*), and the Chinese Hackberry Tree (*Celtis sinensis*).

## BACKGROUND

Due to a significant decline in the original London Plane trees located within the City's landscape along Keller Ridge Drive, combined with the damaging impact these trees have made on the sidewalks adjacent to these planter areas, staff has been faced with the difficult task of possibly changing the tree species. The London Plane Tree 'Bloodgood' variety has been known to suffer from powdery mildew and staff has noticed an increase in distressed or declining trees along Keller Ridge Drive, as well as within other public areas of the city. In addition, the planters located along Keller Ridge Drive for this particular tree species is far too small to accommodate proper root growth which has caused damage to the adjacent infrastructures. Staff has prepared a plan to address this problem, and examined two different designs to address each unique situation and the area specifically impacted.

### Golf Cart Crossing to Crow Place/Falcon Place

All of the public trees located along this stretch of Keller Ridge Drive front the adjacent houses. The trees in this area are in fairly decent shape with the exception of 10 London Planes that are in decline or missing. This is also the area that staff notes the most sidewalk movement or uplift. Staff expects to experience more trees lost in this area due to powdery mildew afflictions, and more problems with the adjacent concrete infrastructures due to its invasive root structure.

Maintenance staff proposes replacing the lost and future trees in this area with the Chinese Pistache Tree. The Chinese Pistache has done well throughout the city and has proven to require minimal maintenance. It requires very little water, accepts our area's clay soils, and has a non-invasive root system. Some Chinese Pistache trees may require minor structural trimming to allow for a proper upright branch structure, but other than that, this tree has experienced little to no problems for our Maintenance Department. With the minimal tree replacement required in this particular area, we feel a single species replacement is all that is required. It should be noted that all trees adjacent to walkways or roadways require some level of structural trimming.

#### Crow Place to North Valley Park

The City has experienced a significant number of declining or dead trees that have been removed or in need of removal in this area. Given the large number of trees needed for replacement, staff views this as an opportunity to introduce a multi-species tree design. Creating a master plan for tree replacement in this area will assist in any future tree replacement due to decline or disease.

This proposed tree re-design incorporates the Chinese Pistache, Eastern Redbud, and the Chinese Hackberry. All 3 trees are considered medium size trees, are drought tolerant, have non-invasive root structures, and exist in many types of soils. Using a multi-species public tree re-design in this area will aid the City's responsibilities in any future tree replacement in other areas along Keller Ridge Drive if infestation or disease should occur to any of the 4 species that would now be accepted in the public landscape.

#### Single Tree Specie vs Multi-Species

According to the latest best practices in urban forestry management, the following principles are now in use:

##### Single Specie Arrangements

Single species aligned in a staggered or linear row can create a more uniformed or formal look to the roadway. Using larger trees with this type of design can add to the rural effect of the roadway and provide the much needed shade to reduce the heat coming off the roadway. This type of arrangement can be used when entering or exiting a prominent or focal point in the area one is planting. Avoid planting long stretches of roadway with one species as all the trees could be lost if infected with disease or insects.

##### Multiple Species Arrangement

Mixed species result in better long term management because they are less prone to disease and insects than single species designs would be, and not all trees would be lost if disease or infestation occurs. Many different combinations can be used with varying patterns. Mixing deciduous, evergreen, and flowering trees can create a stunning look. Mixing larger trees with smaller trees can give the look of different

elevations on the skyline. Using a variety of trees with varying seasonal blooms can assist in maintaining color and texture throughout most of the year. Avoid using too many different species as this can give a non-uniform appearance. The general rule of thumb is to stay with three varieties.

### **TLC RECOMMENDATION**

Maintenance staff's original plan presented to the Trails and Landscape Committee included the flowering plum as the third tree in the design. This was met by much opposition as some flowering plums have been known to fruit, and staff could not give a 100% guarantee that this variety would not fruit. Staff was hoping to use the purple foliage from the flowering plum to provide summer color, but understands that the fruiting is a valid concern.

Consequently, the TLC recommended using the crape myrtle as opposed to the flowering plum; or implement another tree of Staff's choice. The crape myrtle was actually contemplated in staff's original design but was removed for several reasons. The crape myrtle requires annual pruning, is not typical of a multi-design tree for replacement purposes, and is not considered a medium size tree. It takes many years of structural pruning and shaping to groom a crape myrtle to mature size.

Following the TLC meeting, Maintenance staff selected and now proposes the Chinese Hackberry as the next applicable tree species for the multi-species design. The Chinese Hackberry is a smaller distant cousin of the Chinese Elm. It is a common street tree throughout Contra Costa County and has proven to be disease free, drought tolerant, and accepts many types of soils. It is a medium size tree that requires minimal trimming or maintenance, and staff believes it will do well along the Keller Ridge Drive landscape.

### **CONCLUSION**

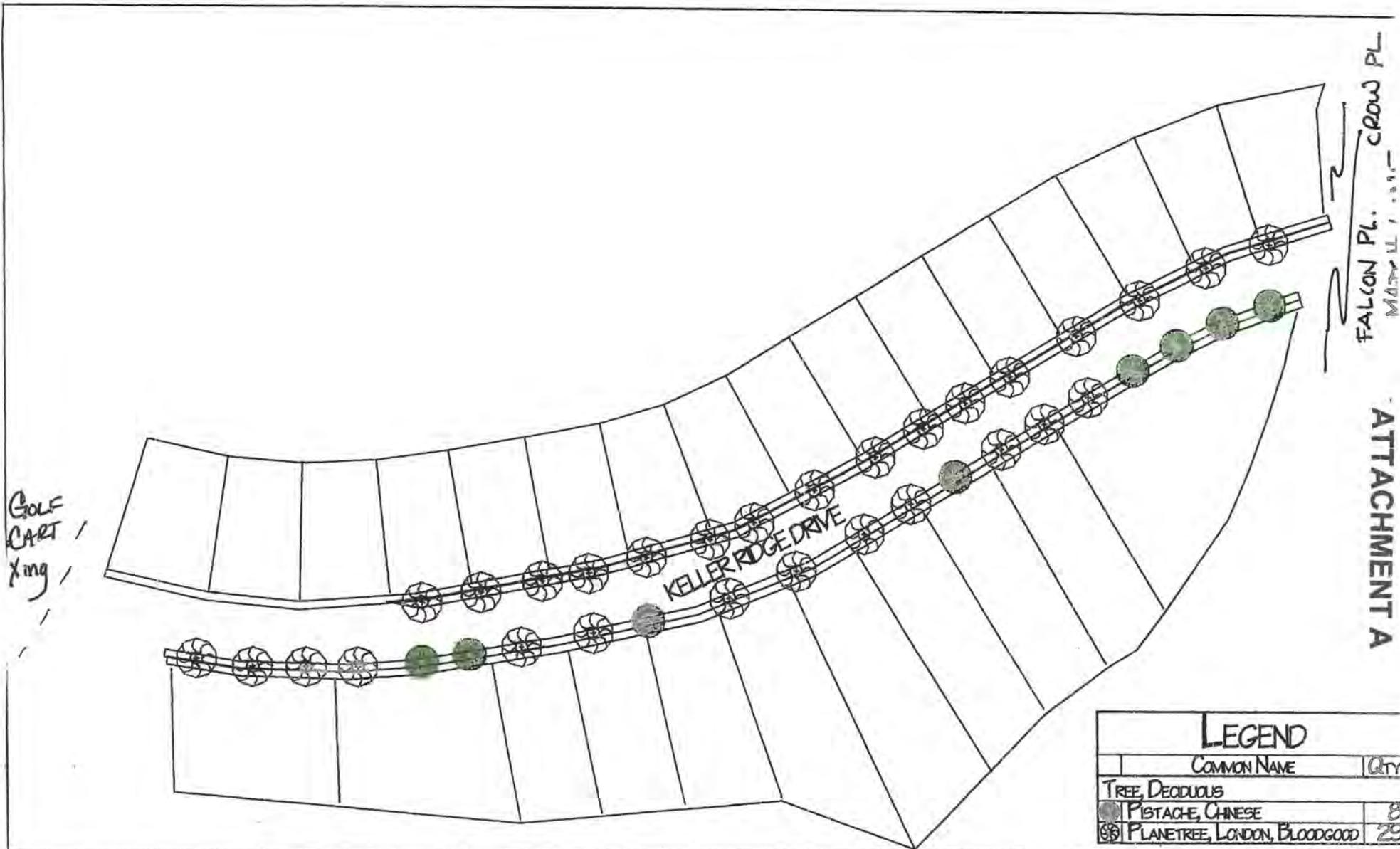
A copy of staff's report to the TLC Meeting on March 21, 2016 has been provided as well as a draft copy of its minutes.

It is noted the property owners along this segment of Keller Ridge Drive have not been notified of the prospective change in tree species for public landscape located in the right-of-ways along Keller Ridge Drive, in particular, the residents who have trees that front their real properties. Whether the City Council wishes to introduce this new level of outreach or sustain the community's representation via the citizens advisory Trails and Landscaping Committee is a policy question for its consideration.

### **FISCAL IMPACT**

Funds from the Landscape Maintenance District Fund (210) in the amount of \$46,000 were previously approved for the Keller Ridge Drive Street Tree Replacement Project in the current District's Budget (FY 2015-16) as part of our on-going public landscape improvement efforts.

- Attachments:
- A. TLC Agenda materials [19 pp.]
  - B. TLC Draft Minutes of Meeting [3 pp.]
  - C. Picture of Chinese Hackberry [1 pg.]
  - D. Chinese Pistache pictures [1 pg.]
  - E. Eastern Redbud pictures [1 pg.]



Revision #:  
Date: 3/18/2016

Scale:  
1" = 100'

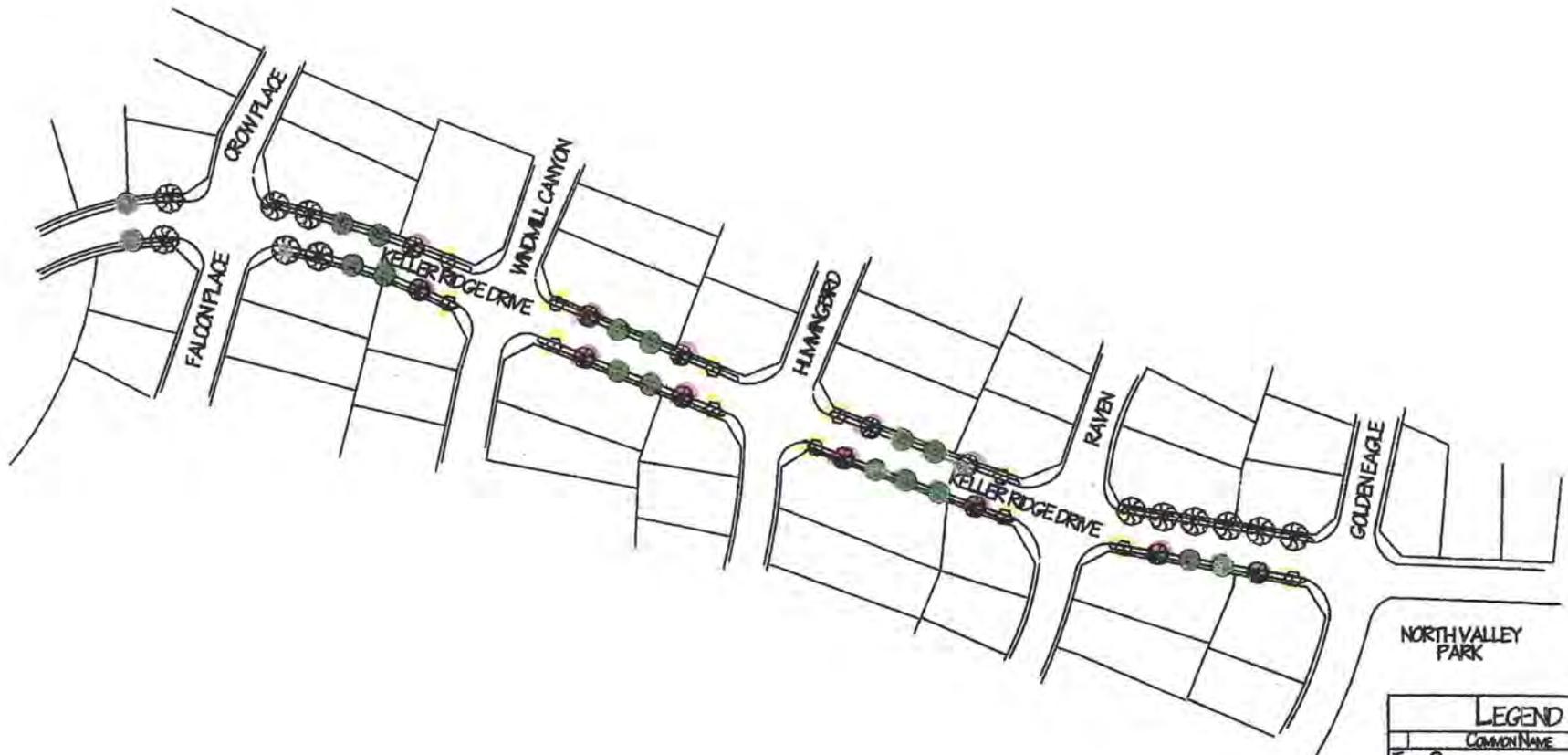
Landscape Plan:  
**Keller Ridge Tree Replacement**

Landscape Design by:



LEGEND	
COMMON NAME	QTY
TREE, DECIDUOUS	
PISTACHE, CHINESE	8
PLANETREE, LONDON, BLOODGOOD	29

MATCH LINE



NORTH VALLEY PARK

LEGEND		
TREE	COMMON NAME	QTY
TREE DECIDUOUS		
	EASTERN REDBUD	12
	PISTACHE, CHINESE	17
	PLANE TREE, LONDON BLOODGOOD	12
	FLUM, PURPLELEAF	12

Revision #:

Date: 3/18/2016

Scale:

1:2500

Landscape Plan:

Keller Ridge Tree Replacement

Landscape Design by:



Keller Ridge Drive From Golf Cart X-ing to North Valley Park

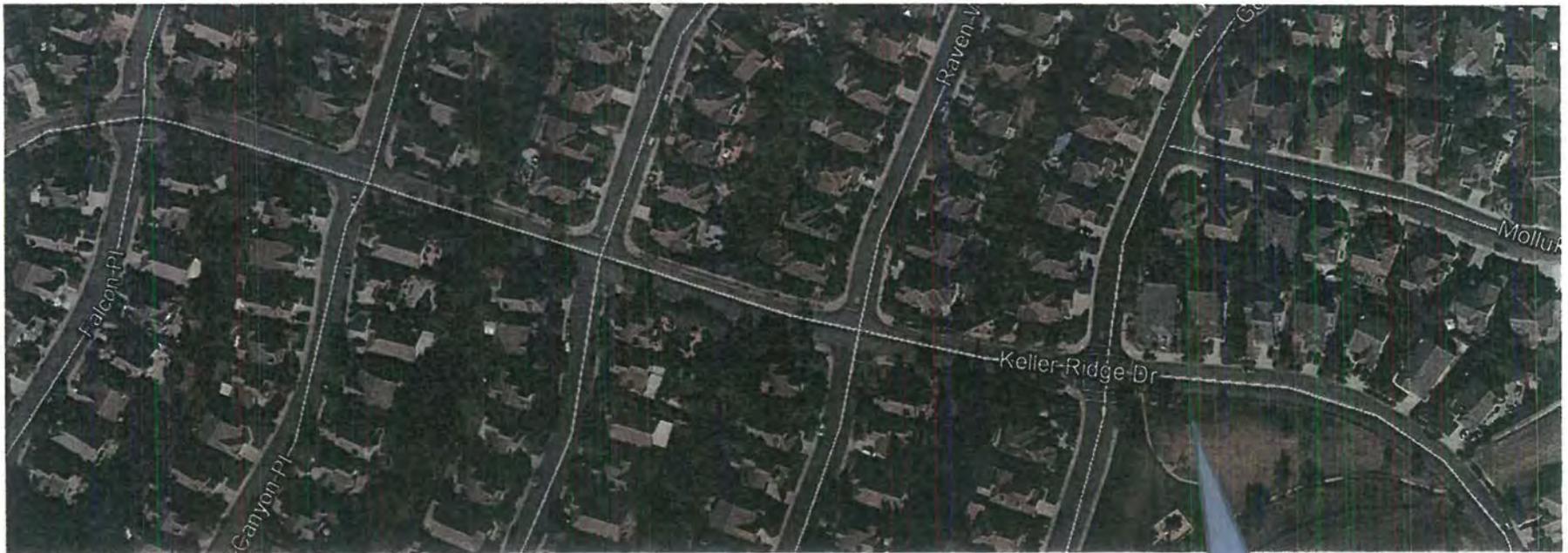


# Keller Ridge Drive From Golf Cart Xing to Falcon/Crow

Golf Cart Xing



Keller Ridge Drive From Falcon/Crow to North Valley Park

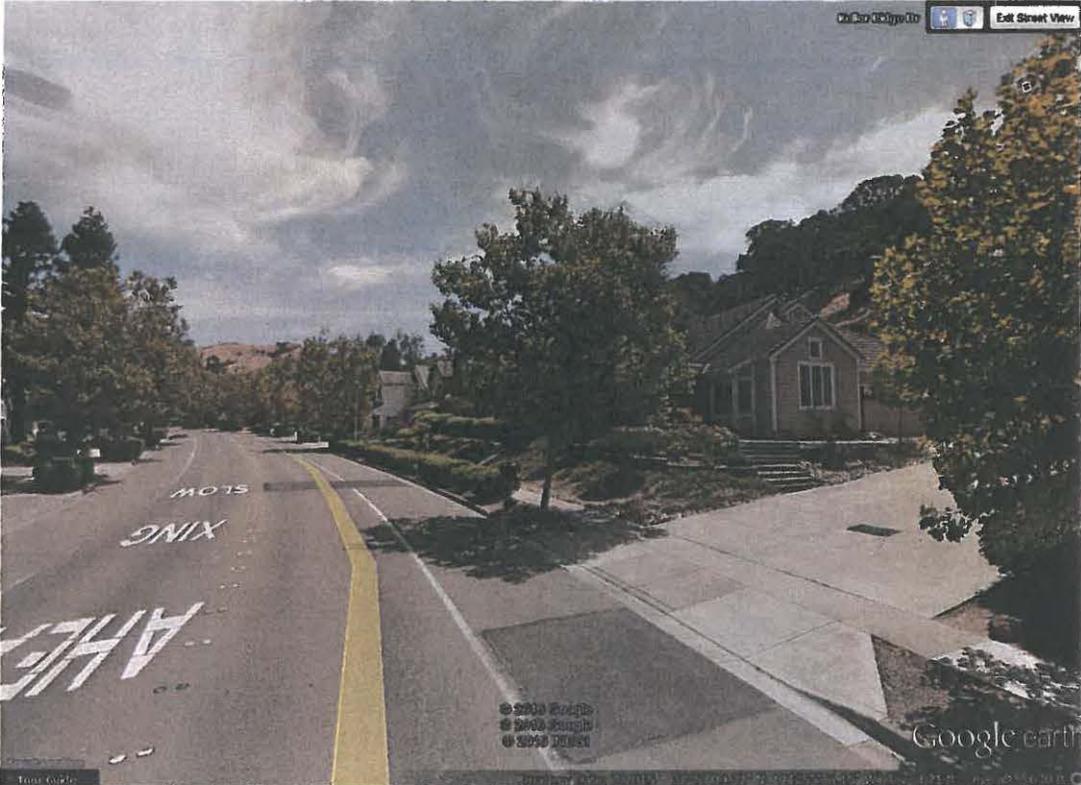


North Valley Park

Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



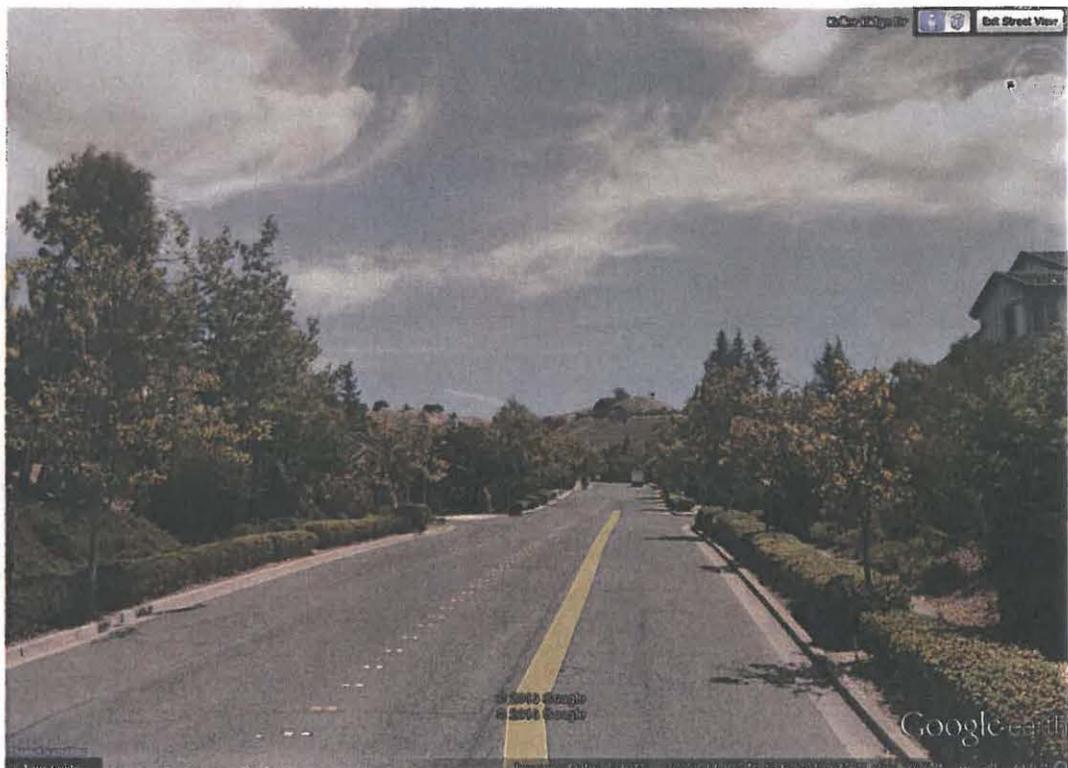
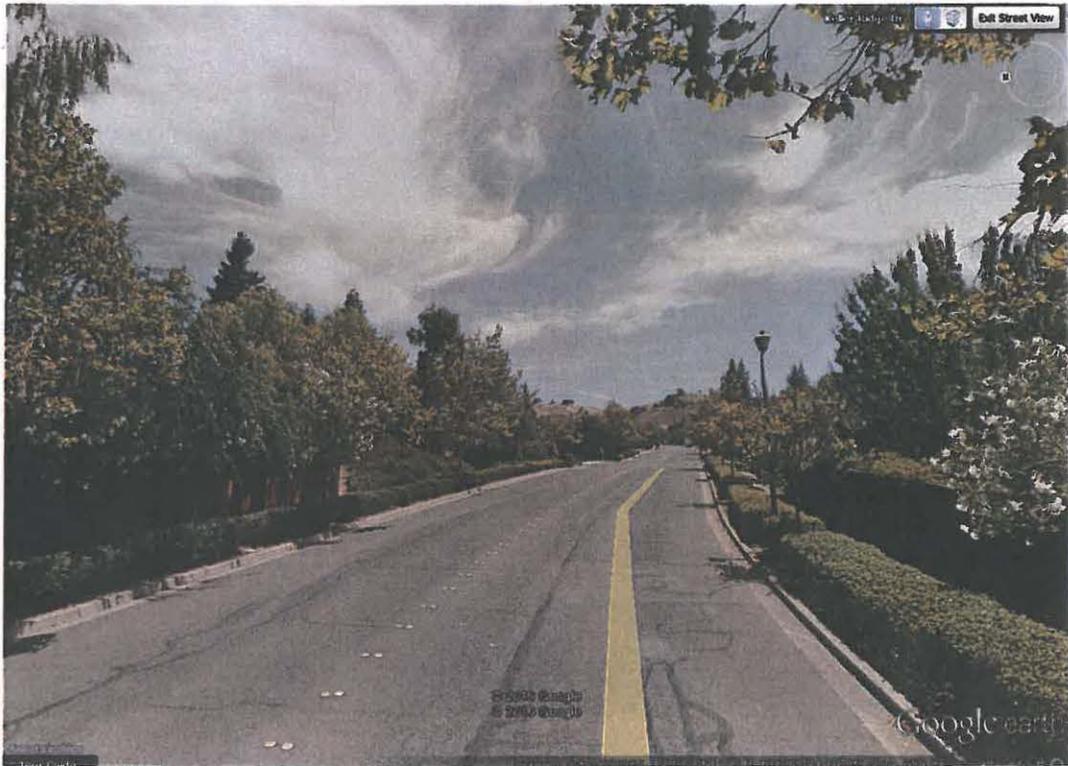
Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge at Falcon/Crow



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



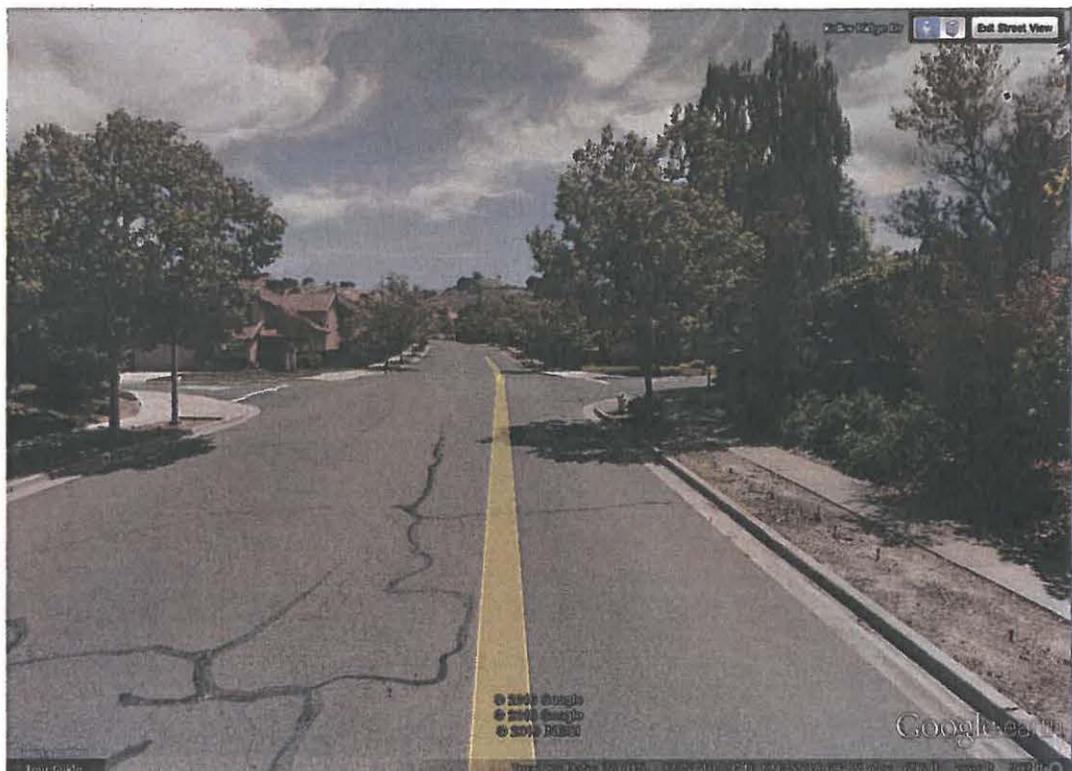
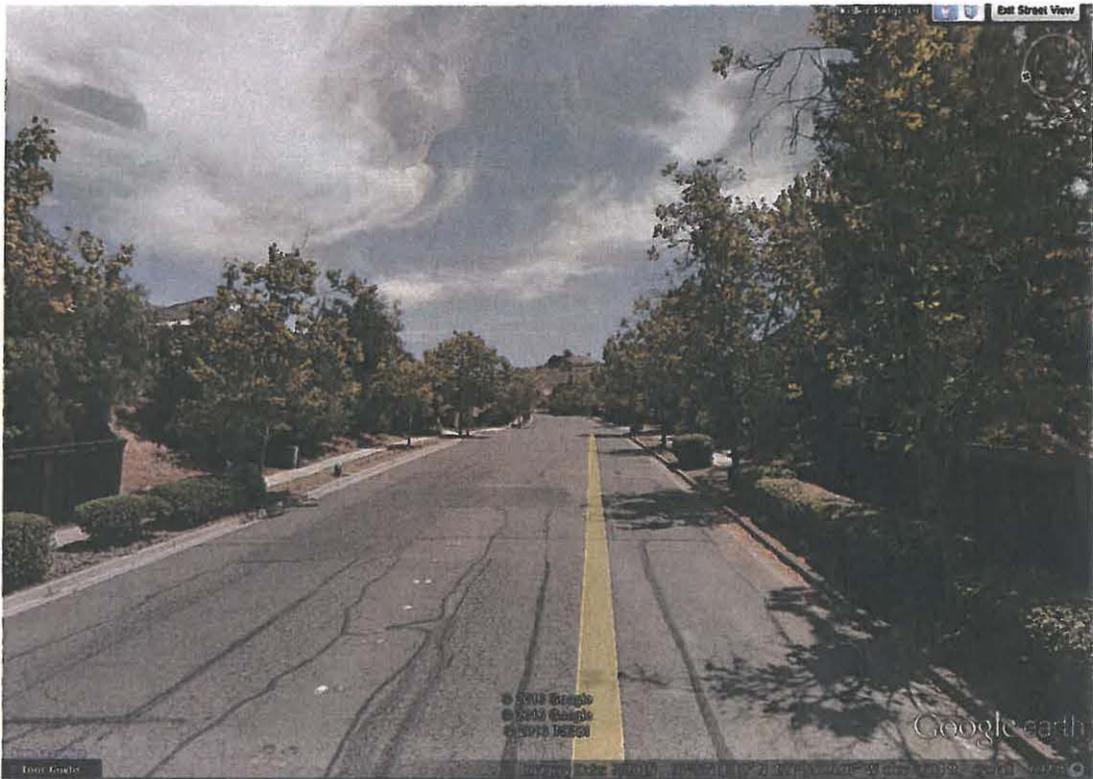
Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge at Windmill Canyon



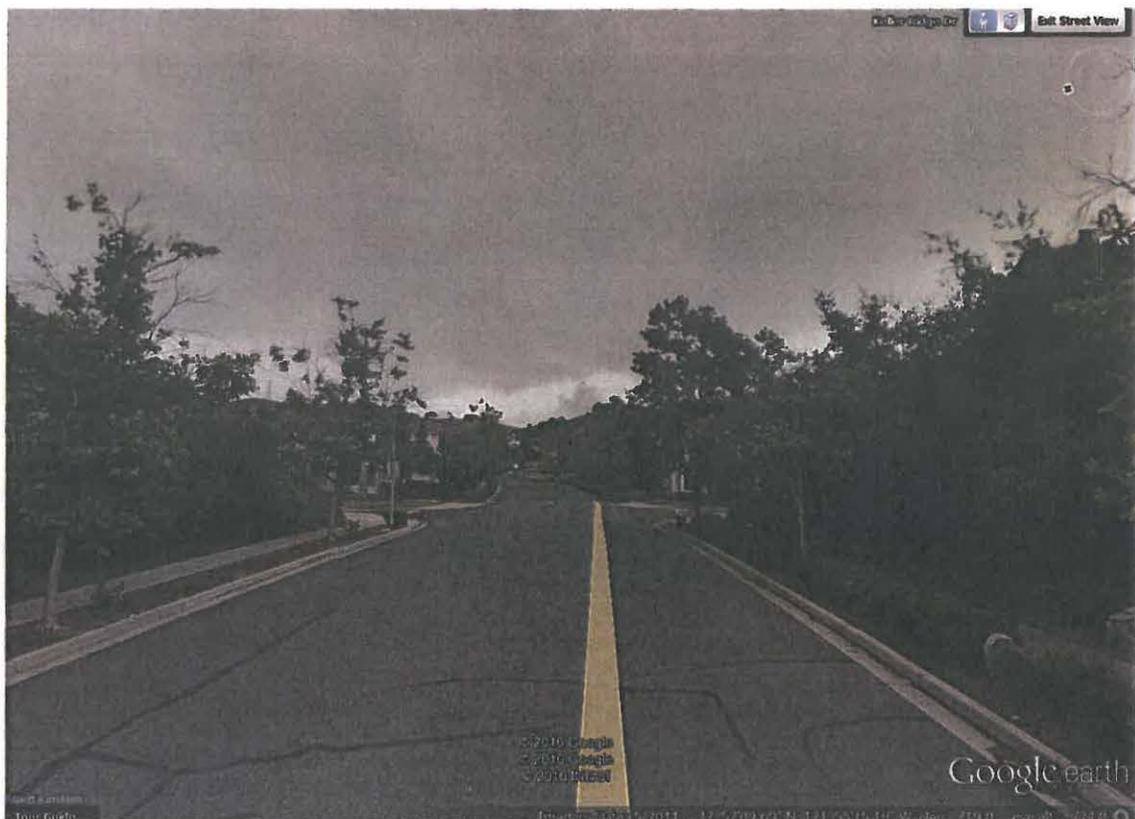
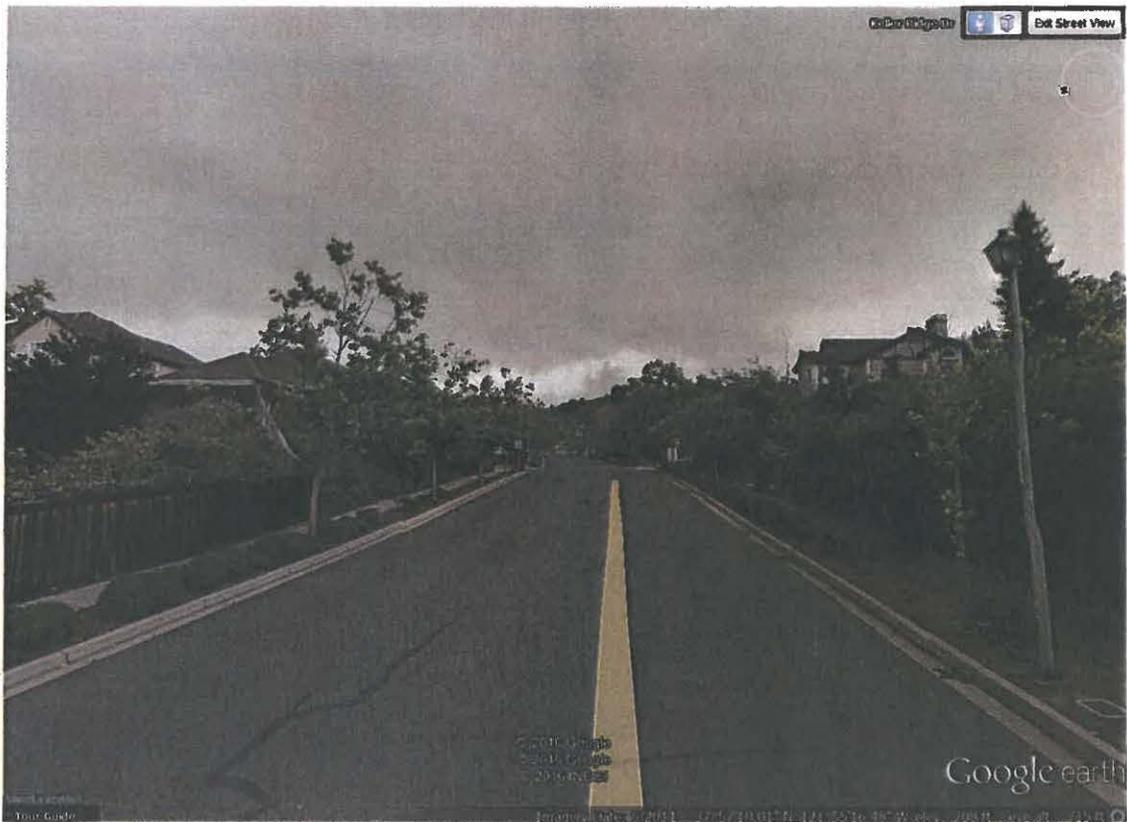
Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge at Hummingbird



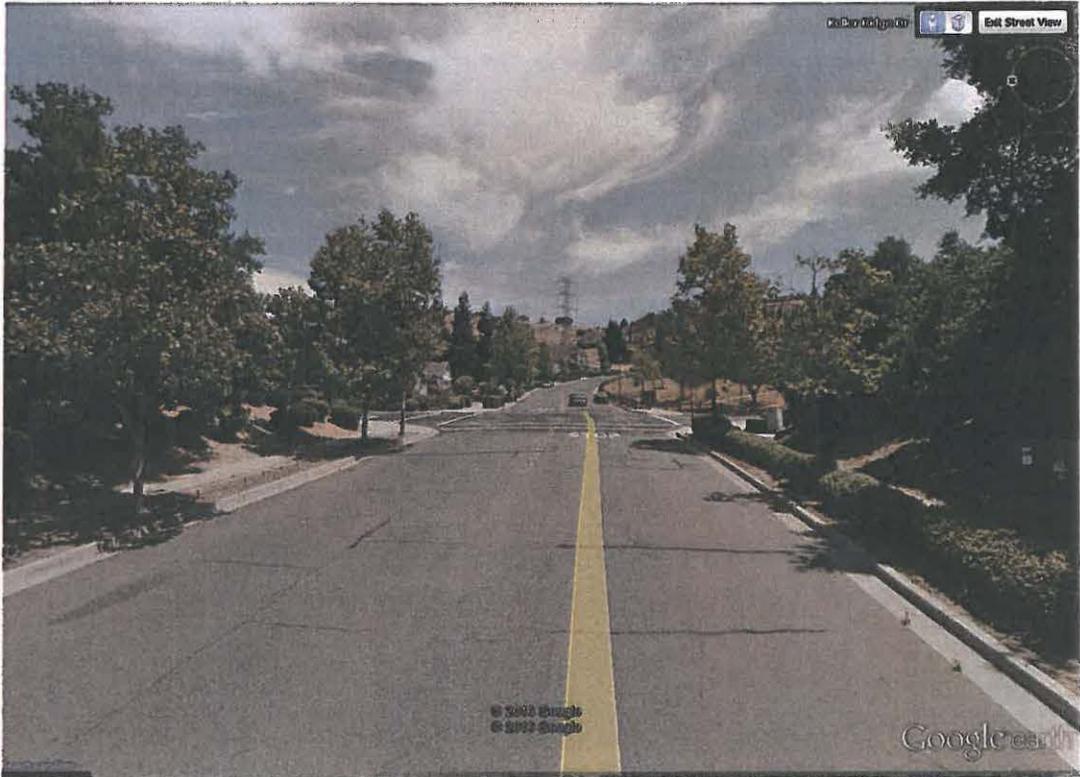
Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge at Raven



Keller Ridge Drive Street View from Golf Cart Xing up to North Valley Park



Keller Ridge at Golden Eagle



TLC Meeting of March 21 2016: Draft Minutes: rev 3/30/16

Keller Ridge Drive Tree Species replacement:

Mark Janney gave a review of the written staff report – noting that there are 8 trees currently missing on Keller Ridge Drive (east side) from the Golf Cart Path to Crow/Falcon Pl. There are 41 additional missing trees from Crow/Falcon Pl to Golden Eagle (North Valley Park) on both sides. All existing trees are of the same species – London Plane 'Bloodgood'. The space for tree planting is also not conducive to the London Plane and in some places the roots are impacting the adjacent sidewalk and curb.

In response to questions from TLC members, Supervisor Janney stated the trees were initially installed by the developer, not City staff, and not planted well - some root bound, others are in hard cut soil, and others have been susceptible to leaf curl due to the species type. Maintenance Supervisor Janney clarified that this tree species is much too big for the planter area and has lifted sidewalks and curbs over the years causing damage. The City is responsible for replacing the sidewalks or repair to them if the damage is from the City maintained trees. Maintenance Supervisor Janney clarified that this particular variety of Plane Tree also is highly susceptible to powdery mildew which has cause irregular branch structure and minimal growth.

Staff reviewed the proposed planting plan diagrams. It was noted by staff the objective is to replace the London Plan 'Bloodgood's with a medium size or smaller tree, more appropriate to the planter area and to provide some additional color variation at certain places to the street tree pattern. Chinese Pistache Tree which is tolerant of many types of soils and does not have an evasive root system that could possibly damage the sidewalks or other ground structures, staff has had good results with this tree species. To add variety the Flowering Plum along with the Eastern Redbud would also be used in the section from Crow/Falcon Pl to Golden Eagle, these are side yard areas abutting Keller Ridge Drive. Maintenance Supervisor Janney also stated that multi-species design can assist in the difficult task of tree replacement when forced to eliminate a particular species in tree replacement of a new hardier variety, or when new diseases attack certain species not all trees will be impacted as there will be a variety of species.

Committee members were concerned about changing tree species in front of homes. Committee members were concerned that neighbors were not notified of the meeting and the potential for a different species to be changed in the area fronting their homes. The Committee members were less concerned about the area where the homes side yards abut.

Maintenance Supervisor Janney stated that no existing healthy trees in areas adjacent to the front of homes would be removed. The Chinese Pistache would replace the missing ones, and ones that are stunted by disease or small sprig like from someone cutting. As others fail in the future or have a need to be replaced it would be replaced at that time with the Chinese Pistache. The area between Crow Place and Golden Eagle Place are side yards. It is this section that there are more missing and diseased or stunted growth London Plane trees.

# DRAFT

Committee members stated their desire to retain the uniformity canopy style in the areas where the homes front onto Keller Ridge Drive.

Committee members discussed in detail the species and planting plan and diagrams. Committee members felt the uniformity of species canopy in the front yards of golf cart path to near Crow Place should be all the same species – they supported using the Chinese Pistache however were somewhat concerned that the branching pattern is a bit lower than the London Plane and drops more “seed pods” and that would drop on the cars and sidewalks. They noted the London Plane drops bigger pods, so pod drops are same or similar issue between two types.

In response to questions by the Committee, Maintenance Supervisor Janney stated that all trees drop some sort of pod or berry and all need to have some sort of trimming. When young and starting to mature all will need to have trimming to train.

Committee members unanimously supported the use of the Chinese Pistache as the tree for in the areas abutting the front of the homes on Keller Ridge Drive to provide a uniform and symmetry look to the canopy after all are replaced, they did not desire to have other species intermixed in the area where front yards abut Keller Ridge Drive.

**Motion by Committee member Steiner, seconded by Committee member Herington to recommend replacement species of Chinese Pistach for the existing missing London Plane ‘Bloodgood’ and for future replacement for the section from golf court crossing for homes fronting along Keller Ridge up to and near Crow/Falcon Place. Motion Passed (vote 7-0)**

Committee members discussed the use of the two remaining trees at the locations shown on the diagram plan, from Crow/Falcon Place to Golden Eagle Place. There were no concerns with the Eastern Redbud in the location shown on the plan.

Committee members discussed the Flowering Plum and each Committee member expressed concerns of this species.

Maintenance Supervisor Janney stated it would be a fruitless variety.

Committee members stated their distrust of nursery’s knowing for sure being fruitless and could staff 100% guarantee fruitless.

Maintenance Supervisor Janney stated no it could not be 100% guaranteed.

Committee members noted that some had seen the fruitless and they are not big fruit pieces but still drop smaller seed or fruit pod that stains and makes mess and if inadvertently a fruit one was installed.

**DRAFT**

Committee members discussed not needing a third type of tree and to use the Eastern Redbud where the Flowering Plum proposed.

In response to questions Maintenance Supervisor Janney stated he understood the concept was to provide two different species closer to the intersection areas with the Chinese Pistache in-between from near Falcon/Crow Place to Golden Eagle Place.

Committee members continued discussion of the diagrams and the Flowering Plum and all individually expressed that it was not suitable tree in their judgement. Committee members discussed alternative tree of Crape Myrtle and suggested that species be used in place of the Flower Plum in the location shown on the plans. After additional discussion the Committee felt appropriate to provide some latitude to staff to select a different tree other than the Crape Myrtle but not to use the Flowering Plum.

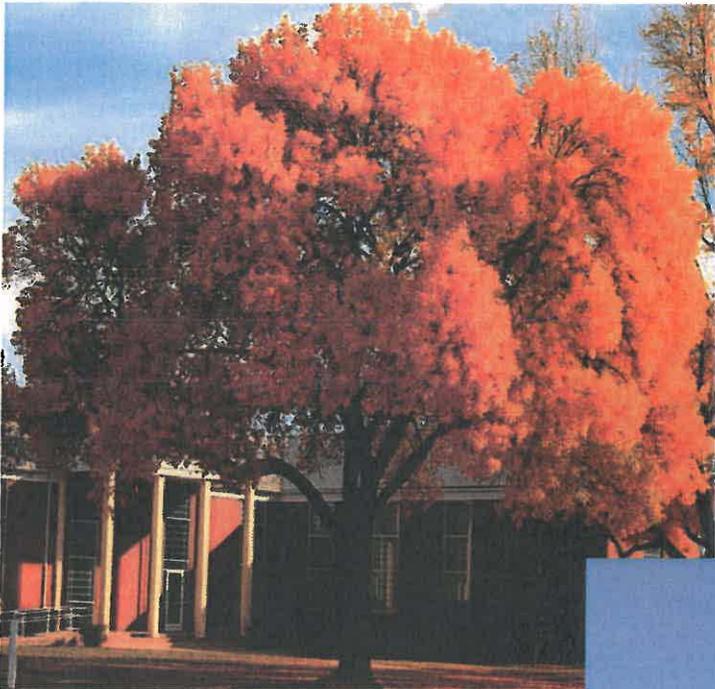
**Motion by Committee member Dane, seconded by Committee member Carroll-Moser, to recommend for the section of Keller Ridge Drive abutting residential side yard sections from near Crow/Falcon Place to Golden Eagle, the use of the Eastern Redbud and Chinese Pistache where shown on the plan, and not recommend the Flowering Plum; instead of the Flowering Plum to use the Crape Myrtle or alternative selected by Staff, but not the Flowering Plum; with future replacement of the London Plane 'Bloodgood' on this stretch be consistent with the planting pattern shown. Motion Passed (Vote 7-0)**

DRAFT

CHINESE HACKBERRY



CHINESE PISTACHE



EASTERN REDBUD

