



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**FEBRUARY 21, 2017
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:30 P.M.
AGENDA**

CLOSED SESSION (5:30 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 5)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:30 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE FEBRUARY 7, 2017 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Business Assistance and Housing Development Department

2. **COMMERCIAL LEASE AGREEMENT WITH AMANDA LIVERMORE DBA: LIVE WISE BATH & BEAUTY BAR** – staff report

The Council may consider a Commercial Lease Agreement with Amanda Livermore dba: Live Wise Bath & Beauty Bar, for the rental of a commercial unit located at 1465 Myers Street, Suite 3. **(Rick Farley, Enterprise Zone & Business Assistance Coordinator and Donald Rust, Director of Community**

Development)

Council Action Requested: **Adopt Resolution No. 8576 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH AMANDA LIVERMORE, DBA: LIVE WISE BATH & BEAUTY BAR, FOR THE RENTAL OF A COMMERCIAL UNIT LOCATED AT 1465 MYERS STREET, SUITE 3 – (Agreement No. 3205).**

3. **COMMERCIAL LEASE AGREEMENT WITH LISA DEERY DBA: OROVILLE HEALING MASSAGE & DETOX – staff report**

The Council may consider a Commercial Lease Agreement with Lisa Deery dba: Oroville Healing Massage & Detox, for the rental of a commercial unit located at 1461 Myers Street, Suite 2. **(Rick Farley, Enterprise Zone & Business Assistance Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8577 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH LISA DEERY, DBA: OROVILLE HEALING MASSAGE & DETOX, FOR THE RENTAL OF A COMMERCIAL UNIT LOCATED AT 1461 MYERS STREET, SUITE 2 – (Agreement No. 3206).**

4. **PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. – staff report**

The Council may consider a Professional Services Agreement with Rosenow Spevacek Group, Inc., in the amount of \$7,500, to assist the underwriting analysis of the proposed Sierra Heights Senior Affordable Housing Project. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8585 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC, IN THE AMOUNT OF \$7,500, TO ASSIST THE UNDERWRITING ANALYSIS OF THE PROPOSED SIERRA HEIGHTS SENIOR AFFORDABLE HOUSING PROJECT – (Agreement No. 3210).**

Community Development Department

5. **CALIFORNIA OLD TIME FIDDLERS USE OF MUNICIPAL AUDITORIUM PARKING LOT – staff report**

The Council may receive information regarding the annual use of the Municipal Auditorium parking lot for overnight parking of approximately fifty RVs from March 13 – 20, 2017, for the 51st Annual California State Old Time Fiddle and Picking Championships. **(Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

6. **AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR THE WYANDOTTE SUB-BASIN GROUNDWATER SUSTAINABILITY PARTNERS – staff report**

The Council may consider approving an amendment to the Memorandum of Understanding (MOU) following the retraction of South Feather Water and Power's GSA designation for the Wyandotte Sub-Basin. Additionally, the Council may consider a second Memorandum of Understanding between City of Oroville, Butte County, and South Feather Water & Power for the development of the Wyandotte Creek Sub-Basin Groundwater Sustainability Plan. **(Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Adopt Resolution No. 8566-1 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE MEMORANDUM OF UNDERSTANDING FORMING THE WYANDOTTE SUB-BASIN GROUNDWATER SUSTAINABILITY PARTNERS – (Agreement No. 3200-1).**
2. **Adopt Resolution No 8578 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES WITHIN WYANDOTTE CREEK SUB-BASIN TO DEVELOP THE WYANDOTTE CREEK SUB-BASIN GROUNDWATER SUSATINABLE PLAN – (Agreement No. 3207).**

Administration Department

7. INDUSTRIAL DISABILITY RETIREMENT – staff report

The Council may consider the approval of an industrial disability retirement for Police Officer, Joshua Woodby. **(Bill LaGrone, Director of Public Safety and Elizabeth Ehrenstrom, Human Resource Manager)**

Council Action Requested: **Adopt Resolution No. 8579 - A RESOLUTION DELEGATING INDUSTRIAL DISABILITY FINDINGS TO THE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESOLUTION UNDER PUBLIC EMPLOYEES' RETIREMENT LAW.**

8. EMPLOYMENT AGREEMENTS WITH DONALD L. RUST AND BILL LA GRONE – staff report

The Council may consider Employment Agreements with Donald L. Rust, Assistant City Administrator and Community Development Director, and Bill La Grone, Public Safety Officer and Acting Personnel Officer. **(Scott. E. Huber, City Attorney)**

Council Action Requested:

1. **Adopt Resolution No. 8583 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST – (Agreement No. 1974-7).**
2. **Adopt Resolution No. 8584 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE – (Agreement No. 1969-9).**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department

9. OROVILLE HOSPITAL EXPANSION – FUNDING AGREEMENT WITH LANDMARK HEALTHCARE FACILITIES, LLC – staff report

The Council may consider entering into a Funding Agreement with Landmark Healthcare Facilities, LLC for funding the contract planning and California Environmental Quality Act (CEQA) compliance services

of ICF Jones & Stokes, Inc. related to the expansion of the Oroville Hospital. (**Donald Rust, Director of Community Development**)

Council Action Requested: **Adopt Resolution No. 8581 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT WITH LANDMARK HEALTHCARE FACILITIES, LLC FOR FUNDING THE CONTRACT PLANNING AND CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES OF ICF JONES & STOKES, INC. RELATED TO THE EXPANSION OF THE OROVILLE HOSPITAL - (Agreement No. 3209).**

10. OROVILLE HOSPITAL EXPANSION – PROFESSIONAL SERVICES AGREEMENT WITH ICF JONES & STOKES, INC. – staff report

The Council may consider entering into a Professional Services Agreement with ICF Jones & Stokes, Inc. (ICF) for contract planning and California Environmental Quality Act (CEQA) compliance related to the expansion of the Oroville Hospital. (**Donald Rust, Director of Community Development**)

Council Action Requested: **Adopt Resolution No. 8580 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ICF JONES & STOKES, INC. FOR CONTRACT PLANNING AND CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES RELATED TO THE EXPANSION OF THE OROVILLE HOSPITAL - (Agreement No. 3208).**

Administration Department

11. DECLARATION OF LOCAL EMERGENCY AND RATIFICATION OF PROCLAMATION OF EXISTENCE OF LOCAL EMERGENCY BY THE ACTING DIRECTOR OF EMERGENCY SERVICES – staff report

The Council will consider adoption of a resolution proclaiming the existence of a local emergency and ratification of the proclamation of the existence of a local emergency by the Acting Director of Emergency Services. (**Scott E. Huber, City Attorney**)

Council Action Requested:

- 1. Adopt Resolution No. 8582 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RATIFYING THE ACTING DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.**
- 2. Adopt Resolution No. 8583 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY.**

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

- Pacific Gas & Electric Company
- Hmong United Community of Oroville, Inc.

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.95, the City Council will meet with Acting City Administrator and City Attorney regarding potential litigation – two cases.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, March 7, 2017, at 5:30 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

**CITY COUNCIL MEETING MINUTES
FEBRUARY 7, 2017 – 5:30 P.M.**

The agenda for the February 7, 2017, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Thursday, February 2, 2017, at 12:30 p.m.

The February 7, 2017 regular meeting of the Oroville City Council was called to order by Vice Mayor Goodson at 5:32 p.m.

ROLL CALL

Present: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Absent: Council Member Berry (excused), Mayor Dahlmeier (excused)

Staff Present:

Donald Rust, Director of Community Development
Bill LaGrone, Director of Public Safety
Scott E. Huber, City Attorney
Amy Bergstrand, Management Analyst III
Liz Ehrenstrom, Human Resource Manager

Ruth Wright, Director of Finance
Jamie Hayes, Assistant City Clerk
Karolyn Fairbanks, Treasurer

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Draper.

ADDITIONAL BUSINESS

Scott Huber, City Attorney, made a request, pursuant to Government Code 54954.2, to the Council to add an item to the agenda as Item No. 6 – Closed Session.

A motion was made by Council Member Del Rosario, seconded by Council Member Hatley, to:

Pursuant to Government Code section 54957, the City Council will meet with Acting City Administrator and City Attorney regarding public security.

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

PROCLAMATION / PRESENTATION

Vice Mayor Goodson presented Marcia Koehn and Cindy Hawthorne, Catalyst Domestic Violence Services, with a Proclamation recognizing February 2017 as Teen Dating Violence Awareness and Prevention Month.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Al Zib – Item No. 2

August Lincoln – Item No. 7

CONSENT CALENDAR

A motion was made by Council Member Hatley, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception to Items No. 2 and 3:

1. **APPROVAL OF THE MINUTES OF THE JANUARY 12, 2017 SPECIAL MEETING AND JANUARY 17, 2017 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Community Development Department

2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

Business Assistance and Housing Development Department

4. **RESCIND AND AMEND RESOLUTION NO. 8571 FOR 2016 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION** – staff report

The Council considered rescinding and amending the Resolution No. 8571 for the submittal of an Application to the State Department of Housing and Community Development for 2016 Home Investment Partnerships (HOME) Program funding in the amount of \$700,000. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8571 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING, IN THE AMOUNT OF \$1,000,000, UNDER THE 2016 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING, AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2016 HOME INVESTMENT PARTNERSHIPS PROGRAM.**

5. 2016 HOUSING-RELATED PARKS PROGRAM – staff report

The Council received an update on the status of the 2016 Housing Related Parks Program Grant Application. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Informational only.**

The motion to approve the Consent Calendar was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. TREE REMOVALS AT 1550 ROBINSON STREET – staff report

The Council considered the removal of two (2) Chinese Pistache trees, located at 1550 Robinson Street, and the planting of suitable replacements. **(Wade Atteberry, Parks and Trees Supervisor and Donald Rust, Director of Community Development)**

This item was removed from the Consent Calendar at the request of an audience member, Al Zib, who wished to oppose the removal of trees located at 1550 Robinson Street.

Following further discussion, this item was continued to a future meeting of the Oroville City Council for further consideration, therefore; no action was taken on the following:

Authorize the removal of two Chinese Pistache trees, located at 1550 Robinson Street, and the planting of suitable replacements.

3. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH NORTHSTAR ENGINEERING – staff report

The Council considered an Amendment to the Professional Service Agreement with Northstar Engineering, in the amount of \$4,000, relating to the Table Mountain Boulevard/Nelson Avenue Roundabout Project. **(Donald Rust, Director of Community Development)**

This item was removed from the Consent Calendar at the request of Council member Hatley, for comments.

A motion was made by Council Member Hatley, seconded by Council Member Thomson, to:

Adopt Resolution No. 8575 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NORTHSTAR ENGINEERING, IN THE

AMOUNT OF \$4,000, RELATING TO THE TABLE MOUNTAIN BOULEVARD/NELSON AVENUE ROUNDABOUT PROJECT – (Agreement No. 2042-2).

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

PUBLIC HEARINGS - None

REGULAR BUSINESS

Public Safety Department

6. HIRING FREEZE CLARIFICATION AND RECLASSIFICATION WITHIN THE PUBLIC SAFETY DEPARTMENT – staff report

The Council provided direction and clarification of the hiring freeze for public safety employees and may also provide direction regarding discretionary activities of the Public Safety Director regarding personnel. **(Bill LaGrone, Director of Public Safety)**

Following discussion, a motion was made by Council Member Del Rosario, seconded by Council Member Draper, to:

- 1. Authorize the Public Safety Department to hire essential personnel as vacancies arise, relating to already budgeted positions.**
- 2. Authorize the Public Safety Department to make key personnel replacements as vacancies arise, assuring adherence to the City's current hiring freeze.**

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

Community Development Department

7. PROJECT CONTRACT CHANGE ORDER WITH JASON ABEL CONSTRUCTION – staff report

The Council considered a Project Contract Change Order, in the amount of \$99,395, with Jason Abel Construction, regarding the Table Mountain Boulevard/Nelson Avenue Roundabout Project. **(Donald Rust, Director of Community Development)**

August Lincoln made comments relating to the Table Mountain Boulevard/Nelson Avenue Roundabout Project.

Following further discussion, a motion was made by Council Member Del Rosario, seconded by Council Member Thomson, to:

Authorize the Project Contract Change Order (CCO-7), in the amount of \$99,395, with Jason Abel Construction, regarding the Table Mountain Boulevard/Nelson Avenue Roundabout Project.

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

8. REQUEST FOR PROPOSAL TO CONTRACT WITH A CONSULTANT TO PROVIDE PROFESSIONAL CITY ENGINEERING AND INSPECTION SERVICES – staff report

The Council considered releasing a Request for Proposals to contract with a consultant to provide professional city engineering and inspection services. **(Donald Rust, Acting City Administrator)**

Following discussion, a motion was made by Council Member Del Rosario, seconded by Council Member Draper, to:

Authorize staff to piggyback on the Request for Proposals process recently undertaken by the cities of Biggs and Gridley; and direct staff to return to Council for review and approval of a contract with an engineering consulting firm to provide public works engineering and inspection services for at least the next five (5) years.

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

Administration Department

9. APPOINTMENTS TO THE HOUSING LOAN ADVISORY COMMITTEE – staff report

The Council considered the appointment of an individual that resides in the City limits and/or owns a business and/or works within the City limits to serve on the City's Housing Loan Advisory Committee (HLAC), for a term ending in December, 2019.

The Council also considered the appointment of two alternate members to serve on the City's HLAC. **(Jamie Hayes, Assistant City Clerk and Donald Rust, Acting City Administrator)**

A motion was made by Council Member Draper, seconded by Council Member Del Rosario, to:

1. **Appoint Al Simpson to serve on the City's Housing Loan Advisory Committee, for a term ending in December, 2019.**
2. **Appoint Carnella Marks and William Parish to serve as alternates on the City's Housing Loan Advisory Committee, for terms ending in December, 2019.**

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson
Noes: None
Abstain: None
Absent: Council Member Berry, Mayor Dahlmeier

Finance Department

10. **PAYMENT ARRANGEMENT REQUEST FROM ORANGE TREE SENIOR APARTMENTS**
– staff report

The Council considered a payment arrangement with Orange Tree Senior Apartments for annual sewer services. **(Ruth Wright, Director of Finance)**

Following discussion, the Council directed staff to allow a payment arrangement for Orange Tree Senior Apartments, with a 10% interest on the remaining \$8,902.76 owed for annual sewer services.

11. **MID YEAR BUDGET REVIEW** – staff report

The Council received a mid-year budget review, including a financial analysis for the period of July 1, 2016 through December 31, 2016. **(Ruth Wright, Director of Finance)**

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS

Council Member Thomson reported his attendance to the Supplemental Benefits Fund Steering Committee meeting, held on January 18, 2017. In addition, Council Member Thomson reported a follow-up meeting with Congressman Doug LaMalfa in regards to the Federal Energy Regulatory Commission's Board of Directors vacancies.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Public Safety Department – activity report
- Finance Department – activity report

Ruth Wright, Director of Finance, reported that the City's Auditor, Chavan & Associates, LLP, would be making a presentation to the Council on February 21, 2017. In addition, Ms. Wright advised the Council that budget workshop meetings would need to be scheduled for fiscal year 2017/2017.

Donald Rust, Director of Community Development, reported that the City had currently hired an intern to work with the Community Development Department.

CORRESPONDENCE

- Butte County Mosquito & Vector Control
- Feather River Recreation & Parks District

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS - None

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance and employment related to the following position: Director of Public Safety.
3. Pursuant to Government Code section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance and employment related to the following position: Assistant City Administrator/Director of Planning and Community Development.
4. Pursuant to Government Code section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance and employment related to the following position: Director of Finance.
5. Pursuant to Government Code section 54956.95, the City Council met with Acting City Administrator and City Attorney regarding potential litigation – two cases.
6. Pursuant to Government Code section 54957, the City Council met with Acting City Administrator and City Attorney regarding public security.

Vice Mayor Goodson announced that there were no reportable actions taken in Closed Session and direction had been given to staff.

ADJOURNMENT

The meeting was adjourned at 9:07 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, February 21, 2017, at 5:30 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE & BUSINESS ASSISTANCE
COORDINATOR (530) 538-4307
BUSINESS ASST. & HOUSING DEVELOPMENT DEPARTMENT
DONALD L. RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: COMMERCIAL LEASE AGREEMENT WITH AMANDA LIVERMORE DBA:
LIVE WISE BATH & BEAUTY BAR**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider a Commercial Lease Agreement with Amanda Livermore dba: Live Wise Bath & Beauty Bar, for the rental of a commercial unit located at 1465 Myers Street, Suite 3.

DISCUSSION

The previous tenant of the unit, Oroville Soap Shop, terminated their Lease Agreement with the City on August 1, 2016. The Live Wise Bath & Beauty Bar has approached the City and expressed interest in the rental of the unit at 1465 Myers Street – Suite 3. A summary of the Agreement is as follows:

Premises: 1465 Myers – Suite 3, approximately 497 sq. ft. (\$0.75 per sq.ft.)

Lease Term: 1 year with an option to renew annually for 2 years

Rent: \$372.75 per month / \$4,473 per year

Security Deposit: \$1,200

Live Wise Bath & Beauty Bar has been in business for three years and is currently located across the street in the Prospectors Alley Mini Mall on Myers Street. No tenant improvements are needed to the space.

FISCAL IMPACT

The tenant will provide monthly rental payments in the amount of \$372.75 to the City's General Fund for the term of the Agreement, initially one year, with the potential for two one year renewals.

RECOMMENDATIONS

Adopt Resolution No. 8576– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH AMANDA LIVERMORE, DBA: LIVE WISE BATH & BEAUTY BAR, FOR THE RENTAL OF A COMMERCIAL UNIT LOCATED AT 1465 MYERS STREET, SUITE 3 – (Agreement No. 3205).

ATTACHMENTS

- A - Resolution No. 8576
- B - Agreement No. 3205
- C - State Theatre Commercial Units: Floor Plan

**CITY OF OROVILLE
RESOLUTION NO. 8576**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH AMANDA LIVERMORE, DBA: LIVE WISE BATH & BEAUTY BAR, FOR THE RENTAL OF A COMMERCIAL UNIT LOCATED AT 1465 MYERS STREET, SUITE 3

(Agreement No. 3205)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Commercial Lease Agreement with Amanda Livermore, dba: Live Wise Bath & Beauty Bar to rent the commercial space located at 1465 Myers Street, Suite 3. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE PUBLIC FACILITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 1st day of March, 2017, between the City of Oroville ("Landlord"), and Amanda Livermore DBA: Live Wise Bath & Beauty Bar ("Tenant").

BUSINESS TERMS

Landlord: **CITY OF OROVILLE**

Tenant: **LIVE WISE BATH & BEAUTY BAR**

Premises: Historic State Theater (APN: 012-093-008-000)
1465 Myers – Suite 3, approximately 497 sq. ft.

Permitted Use: See Table 26-34.020-1 of the Oroville Municipal Code
“Allowed Uses in Mixed-Use Districts”

Current Zoning: Downtown Mixed-Use (MXD)

Term: 1 Year, 0 months, plus an option to renew annually for 2
years, 0 months lease.

Renewal Option: The two (1) year options shall not be subject to a market
rate adjustment. A market rate adjustment shall be applied
upon a renewal of lease agreement at the beginning of Year
four.

Base Rent: \$372.75 per month starting March 1, 2017

Deal NPV \$4,473 (\$372.75 x 12 months)

Percentage Rent: NONE

Net Lease: Tenant is to pay pro rata share for all taxes, insurances, and
common area maintenance charges as subject to Paragraphs
6, 8, and 9.

The tenant is responsible for all occupancy costs for the
Premise as subject to Paragraph 7.

Security Deposit: \$1,200

Security Deposit is held to mitigate damage that may result
to the Premise from business operations as subject to

Paragraph 5. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition.

Rent Commencement: Rent, as subject to Paragraph 4, shall commence 45 days following execution of this Lease Agreement. Tenant shall pay Landlord its pro-rata share of rent for the first month rent commences for the Premise.

Possession: At execution of Lease Agreement by all parties, which requires approval of the City Council.

Condition of Premises: Notwithstanding the “Construction Allowance” section, the Landlord is to provide Tenant the Premises in its “as is” condition as subject to Paragraph 2. Tenant is willing to take the Premises in “as is” condition subject to conducting a thorough assessment of the condition of the Premises by Tenant’s contractors to determine if the “Construction Allowance” as set forth herein will be adequate to bring the Premises into good working order.

Any additional improvements over and above the “Construction Allowance” shall be at Tenant’s sole cost and expense as subject to Paragraph 13. A Tenant Improvement Plan shall be submitted to the City for approval prior to work being performed.

Construction Allowance: Not applicable. All associated costs with the mutually agreed upon Tenant improvements, and required permits, shall be the responsibility of the Tenant. The Tenant may be credited a maximum of 3 months in rent (\$1,118.25) to recoup the cost of mutually agreed upon Tenant improvements (material and labor). Any cost to the Tenant for improvements in excess of \$1,118.25 shall be at the sole expense of the Tenant.

Building Signage: Signage shall be in conformance with the State Theatre sign criteria, the Zoning Code, all applicable sign regulations, and approved by the Landlord prior to installation or placement. All signage shall be at Tenant’s expense.

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 11, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility under Paragraph 11.

3. **Use.** The Premises shall be used only for the purpose of receiving, storing, shipping and selling of products, materials and merchandise made and/or distributed by Tenant and for such other lawful purposes as may be incidental thereto. Tenant must comply with the City Zoning Code and all applicable portions of the City Municipal Code. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises.

4. **Base Rent.** Tenant shall pay Base Rent in the amount set forth above. The first month's Base Rent, the Security Deposit, and the first monthly installment of estimated Operating Expenses (as hereafter defined) shall be due and payable on the date hereof, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at the City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 5 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in

addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** Tenant shall deposit with the Landlord the sum set forth above as "Security Deposit" in three monthly installments of \$400. The first monthly installment shall be due concurrently with the execution of this Lease. The second and third monthly installments shall be due with Tenant's payments beginning with the commencement of rent. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund, but may commingle the security deposit with its own funds. The failure of Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Operating Expense Payments.** Intentionally Omitted.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

8. **Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory tax, then Tenant shall be responsible for and shall

pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

TENANT INITIALS _____

9. **Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant

resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

10. **Construction Allowance.** All construction costs associated with the mutually agreed Tenant Improvements and required permits will be handled by the Tenant.

11. **Landlord's Repairs.** Landlord shall maintain, at its expense, the structural soundness of the roof, foundation, and exterior walls of the Building in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents and contractors excluded. The term "walls" as used in this Paragraph 11 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph 11, after which Landlord shall have a reasonable opportunity to repair.

12. **Tenant's Repairs.** Landlord, at Tenant's expense as provided in Paragraph 6, shall maintain in good repair and condition. Subject to Landlord's obligation in Paragraph 11 and subject to Paragraphs 9 and 16, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term. The scope of services and contractors under such maintenance contracts shall be reasonably approved by Landlord. If Tenant fails to perform any repair or replacement for which it is responsible, Landlord may perform such work and be reimbursed by Tenant within 10 days after demand therefore. Subject to Paragraphs 9 and 16, Tenant shall bear the full cost of any repair or replacement to any part of the Building or Premise that results from damage caused by Tenant, its agents, contractors, or invitees and any repair that benefits only the Premises.

13. **Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Tenant-Made Alterations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements

setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such items or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may paint interior spaces, erect such shelves, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

14. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

15. **Parking.** No off-street parking is provided by Landlord. Public parking is available to Tenant in City owned parking lots located near Premises.

16. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by

Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

17. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

18. **Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease in an amount not to exceed \$1,500. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenant's which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith

judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premise and is at rates which are below those charged by Landlord for comparable space in the Premise and Landlord has space available in the Premise to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premise suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

19. **Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees,

invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 19.

20. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

21. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

22. **Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 16 and 17 excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

23. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 23 shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph 23, "possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations

required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

24. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 5 business days from the date such payment was due.

(ii) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

25. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 18 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover

rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

26. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event

shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

27. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

28. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premise or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

29. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

30. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the

date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

31. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premise by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 31, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

32. **Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

33. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premise, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

34. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

35. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

36. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

38. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 15 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is

Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premise is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(m) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises, as outlined in Paragraph 3, Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

39. **Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's property situated in, or upon, or used in connection with the Premises (except merchandise sold in the ordinary course of business) as security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent. Such personality thus encumbered includes specifically all trade and other fixtures for the purpose of this Paragraph and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. In order to perfect such security interest, Tenant shall execute such financing statements and file the same at Tenant's expense at the state and county Uniform Commercial Code filing offices as often as Landlord in its discretion shall require; and Tenant hereby irrevocably appoints Landlord its agent for the purpose of executing and filing such financing statements on Tenant's behalf as Landlord shall deem necessary.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**CITY OF OROVILLE
LANDLORD**

**AMANDA LIVERMORE DBA: LIVE
WISE BATH & BEAUTY BAR TENANT**

By: _____

Linda L. Dahlmeier, Mayor

By: _____

Print: Amanda Livermore

DBA: Live Wise Bath & Beauty Bar

ATTEST

By: _____

Donald Rust, Acting City Clerk

BUSINESS LICENSE NO.

APPROVED AS TO FORM

10001903 -- _____

By: _____

Scott E. Huber, City Attorney

1455

1461

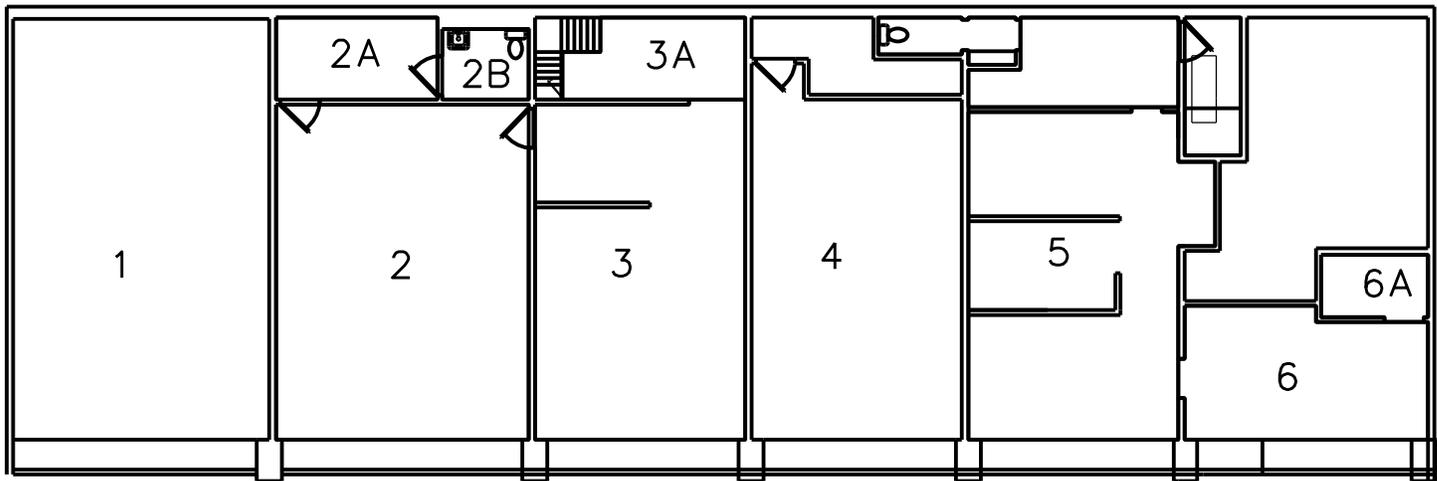
1465

1471

1475

1481

MYERS



STATE THEATER OFFICES

1	1455 Myers St. (Occupied)	
	A Main floor area	
	B Attic	
	TOTAL	
2	1461 Myers Street	
	Main floor area	499.2
	A Back Room	79.08
	B Bathroom	37.04
	TOTAL	615.3
3	1465 Myers Street	
	Main floor area	416.6
	A Back Room	80.63
	Attic	0
	Basement Access	0
	TOTAL	497.2
4	1471 Myers Street (Occupied)	
	Main floor area	434.3
	A Attic	210
	B Bathroom	0
	TOTAL	644.3
5	1475 Myers St. (Occupied)	
	Main floor area	424.5
	A Back Room	94.8
	B Bathroom	33.36
	C Storage/Basment Access	45.42
	TOTAL	598.1
6	1475 Myers St. (Occupied)	
	Main floor area	182.9
	A Back Room	40.46
	TOTAL	223.3

Square footage excludes the window displays

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE & BUSINESS ASSISTANCE
COORDINATOR (530) 538-4307
BUSINESS ASST. & HOUSING DEVELOPMENT DEPARTMENT
DONALDRUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: COMMERCIAL LEASE AGREEMENT WITH LISA DEERY DBA: OROVILLE
HEALING MASSAGE & DETOX**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider a Commercial Lease Agreement with Lisa Deery dba: Oroville Healing Massage & Detox, for the rental of a commercial unit located at 1461 Myers Street, Suite 2.

DISCUSSION

Ronald Alexander, the Executive Director of the “Love Your Vets” non-profit organization previously leased this unit but terminated his lease and recently moved out.

The proposed tenant, Lisa Deery, has been in business for three years and her business is currently located across Myers Street in the Prospectors Alley Mini Mall.

The recommended terms of the new Lease Agreement are the same as the terms in the Agreement entered into with Mr. Alexander. A summary of the Agreement is as follows:

Premises: 1461 Myers – Suite 2, approximately 615 sq. ft. (\$0.75 per sq.ft.)

Lease Term: 1 year with an option to renew annually for 2 years

Rent: \$461.25 per month / \$5,535 per year starting April 1, 2017

Security Deposit: \$1,200

Ms. Deery has indicated that no tenant improvements are proposed. Any future alterations, additions, or improvements made by or on behalf of tenant to the unit shall be subject to the City’s prior written consent.

FISCAL IMPACT

The tenant will provide monthly rental payments in the amount of \$461.25 to the City's General Fund for the term of the Agreement, initially one year, with the potential for two one year renewals.

RECOMMENDATIONS

Adopt Resolution No. 8577 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH LISA DEERY, DBA: OROVILLE HEALING MASSAGE & DETOX FOR THE OFFICE SPACE LOCATED AT 1461 MYERS STREET, SUITE 2 – (Agreement No. 3206).

ATTACHMENTS

- A - Resolution No. 8577
- B - Agreement No. 3206
- C - State Theatre Commercial Units: Floor Plan

**CITY OF OROVILLE
RESOLUTION NO. 8577**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH LISA DEERY, DBA: OROVILLE HEALING MASSAGE & DETOX FOR THE OFFICE SPACE LOCATED AT 1461 MYERS STREET, SUITE 2

(Agreement No. 3206)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Commercial Lease Agreement with Lisa Derry, dba: Oroville Healing Massage & Detox, to rent the commercial space located at 1461 Myers Street, Suite 2. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE PUBLIC FACILITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 1st day of April, 2017, between the City of Oroville ("Landlord"), and Lisa Deery dba Oroville Healing & Detox ("Tenant").

BUSINESS TERMS

Landlord: **CITY OF OROVILLE**

Tenant: **LISA DEERY DBA OROVILLE HEALING MASSAGE & DETOX**

Premises: Historic State Theater (APN: 012-093-008-000)
1461 Myers – Suite 2, approximately 615 sq. ft.

Permitted Use: See Table 26-34.020-1 of the Oroville Municipal Code
“Allowed Uses in Mixed-Use Districts”

Current Zoning: Downtown Mixed-Use (MXD)

Term: 1 Year, 0 months, plus an option to renew annually for 2
years, 0 months lease.

Renewal Option: The two (1) year options shall not be subject to a market
rate adjustment. A market rate adjustment shall be applied
upon a renewal of lease agreement at the beginning of Year
four.

Base Rent: \$461.25 per month starting April 1, 2017

Deal NPV \$5,535 (\$461.25 x 12 months)

Percentage Rent: NONE

Net Lease: Tenant is to pay pro rata share for all taxes, insurances, and
common area maintenance charges as subject to Paragraphs
6, 8, and 9.

The tenant is responsible for all occupancy costs for the
Premise as subject to Paragraph 7.

Security Deposit: \$1,200

Security Deposit is held to mitigate damage that may result to the Premise from business operations as subject to Paragraph 5. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition.

Rent Commencement: Rent, as subject to Paragraph 4, shall commence 45 days following execution of this Lease Agreement. Tenant shall pay Landlord its pro-rata share of rent for the first month rent commences for the Premise.

Possession: At execution of Lease Agreement by all parties, which requires approval of the City Council.

Condition of Premises: Notwithstanding the "Construction Allowance" section, the Landlord is to provide Tenant the Premises in its "as is" condition as subject to Paragraph 2. Tenant is willing to take the Premises in "as is" condition subject to conducting a thorough assessment of the condition of the Premises by Tenant's contractors to determine if the "Construction Allowance" as set forth herein will be adequate to bring the Premises into good working order.

Any additional improvements over and above the "Construction Allowance" shall be at Tenant's sole cost and expense as subject to Paragraph 13. A Tenant Improvement Plan shall be submitted to the City for approval prior to work being performed.

Construction Allowance: Not applicable. All associated costs with the mutually agreed upon Tenant improvements, and required permits, shall be the responsibility of the Tenant.

Building Signage: Signage shall be in conformance with the State Theatre sign criteria, the Zoning Code, all applicable sign regulations, and approved by the Landlord prior to installation or placement. All signage shall be at Tenant's expense.

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 11, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility under Paragraph 11.

3. **Use.** The Premises shall be used only for the purpose of receiving, storing, shipping and selling of products, materials and merchandise made and/or distributed by Tenant and for such other lawful purposes as may be incidental thereto. Tenant must comply with the City Zoning Code and all applicable portions of the City Municipal Code. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises.

4. **Base Rent.** Tenant shall pay Base Rent in the amount set forth above. The first month's Base Rent, the Security Deposit, and the first monthly installment of estimated Operating Expenses (as hereafter defined) shall be due and payable on the date hereof, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at the City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 5 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in

addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** Tenant shall deposit with the Landlord the sum set forth above as "Security Deposit" in three monthly installments of \$400. The first monthly installment shall be due concurrently with the execution of this Lease. The second and third monthly installments shall be due with Tenant's payments beginning with the commencement of rent. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund, but may commingle the security deposit with its own funds. The failure of Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Operating Expense Payments.** Intentionally Omitted.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

8. **Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory tax, then Tenant shall be responsible for and shall

pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

TENANT INITIALS _____

9. **Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant

resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

10. **Construction Allowance.** All construction costs associated with the mutually agreed Tenant Improvements and required permits will be handled by the Tenant.

11. **Landlord's Repairs.** Landlord shall maintain, at its expense, the structural soundness of the roof, foundation, and exterior walls of the Building in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents and contractors excluded. The term "walls" as used in this Paragraph 11 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph 11, after which Landlord shall have a reasonable opportunity to repair.

12. **Tenant's Repairs.** Landlord, at Tenant's expense as provided in Paragraph 6, shall maintain in good repair and condition. Subject to Landlord's obligation in Paragraph 11 and subject to Paragraphs 9 and 16, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term. The scope of services and contractors under such maintenance contracts shall be reasonably approved by Landlord. If Tenant fails to perform any repair or replacement for which it is responsible, Landlord may perform such work and be reimbursed by Tenant within 10 days after demand therefore. Subject to Paragraphs 9 and 16, Tenant shall bear the full cost of any repair or replacement to any part of the Building or Premise that results from damage caused by Tenant, its agents, contractors, or invitees and any repair that benefits only the Premises.

13. **Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Tenant-Made Alterations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements

setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such items or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may paint interior spaces, erect such shelves, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

14. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

15. **Parking.** No off-street parking is provided by Landlord. Public parking is available to Tenant in City owned parking lots located near Premises.

16. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by

Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

17. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

18. **Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease in an amount not to exceed \$1,500. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenant's which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith

judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premise and is at rates which are below those charged by Landlord for comparable space in the Premise and Landlord has space available in the Premise to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premise suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

19. **Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees,

invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 19.

20. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

21. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

22. **Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 16 and 17 excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

23. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 23 shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph 23, "possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations

required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

24. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 5 business days from the date such payment was due.

(ii) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

25. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 18 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover

rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

26. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event

shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

27. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

28. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premise or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

29. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

30. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the

date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

31. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premise by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 31, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

32. **Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

33. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premise, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

34. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

35. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

36. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

38. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 15 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is

Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premise is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(m) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises, as outlined in Paragraph 3, Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

39. **Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's property situated in, or upon, or used in connection with the Premises (except merchandise sold in the ordinary course of business) as security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent. Such personality thus encumbered includes specifically all trade and other fixtures for the purpose of this Paragraph and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. In order to perfect such security interest, Tenant shall execute such financing statements and file the same at Tenant's expense at the state and county Uniform Commercial Code filing offices as often as Landlord in its discretion shall require; and Tenant hereby irrevocably appoints Landlord its agent for the purpose of executing and filing such financing statements on Tenant's behalf as Landlord shall deem necessary.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**CITY OF OROVILLE
LANDLORD**

**LISA DEERY DBA OROVILLE
HEALING MASSAGE & DETOX
TENANT**

By: _____

Linda L. Dahlmeier, Mayor

By: _____

Print: LISA DERRY

ATTEST

DBA: OROVILLE HEALING MASSAGE
& DETOX

By: _____

Donald Rust, Acting City Clerk

BUSINESS LICENSE NO.

APPROVED AS TO FORM

10001814_____

By: _____

Scott E. Huber, City Attorney

1455

1461

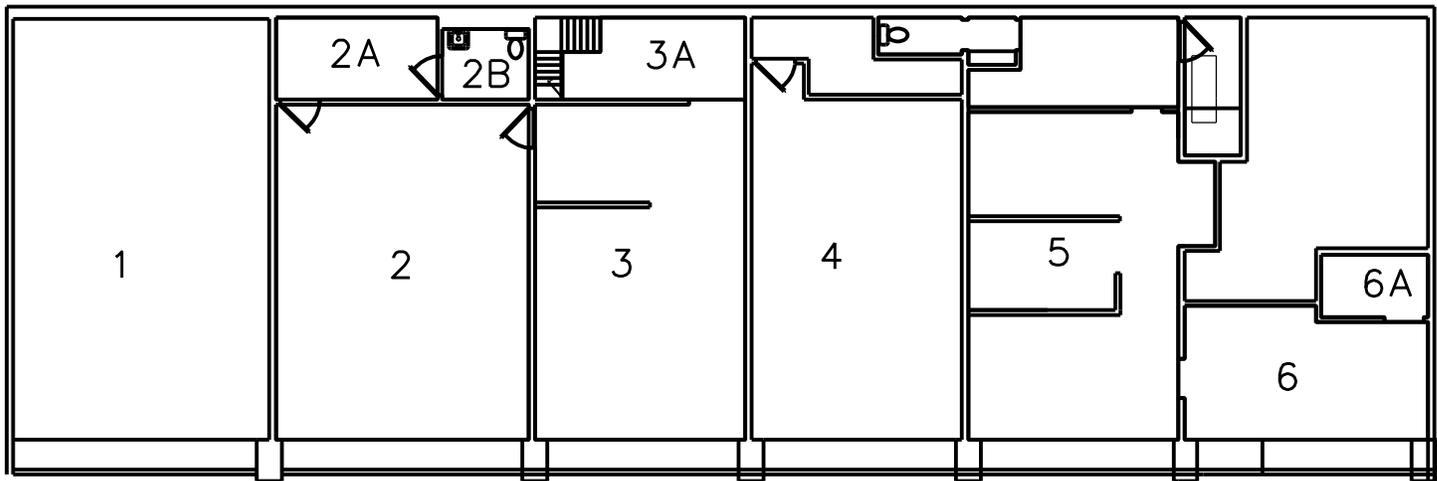
1465

1471

1475

1481

MYERS



STATE THEATER OFFICES

1	1455 Myers St. (Occupied)	
	A Main floor area	
	B Attic	
	TOTAL	
2	1461 Myers Street	
	Main floor area	499.2
	A Back Room	79.08
	B Bathroom	37.04
	TOTAL	615.3
3	1465 Myers Street	
	Main floor area	416.6
	A Back Room	80.63
	Attic	0
	Basement Access	0
	TOTAL	497.2
4	1471 Myers Street (Occupied)	
	Main floor area	434.3
	A Attic	210
	B Bathroom	0
	TOTAL	644.3
5	1475 Myers St. (Occupied)	
	Main floor area	424.5
	A Back Room	94.8
	B Bathroom	33.36
	C Storage/Basment Access	45.42
	TOTAL	598.1
6	1475 Myers St. (Occupied)	
	Main floor area	182.9
	A Back Room	40.46
	TOTAL	223.3

Square footage excludes the window displays

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK
GROUP, INC.**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider a Professional Services Agreement with Rosenow Spevacek Group, Inc., in the amount of \$7,500, to assist the underwriting analysis of the proposed Sierra Heights Senior Affordable Housing Project.

DISCUSSION

On May 29, 2015, a letter of engagement was approved by the Acting City Administrator with Rosenow Spevacek Group, Inc., ("RSG") to assist the City to ascertain whether Low/Mod Income Housing Asset Funds (formerly Redevelopment Agency Housing Set-Aside) could be used in the proposed 52-unit rental project known as Sierra Heights.

When the Redevelopment Agency was dissolved in 2012, several new requirements were introduced to the City with SB341. These requirements need to be considered before any dispositions of real property held in the Housing Asset Fund. Most notably, SB 341 requires that at least 30 percent of program-related Low and Moderate Income Housing Asset Fund ("Housing Asset Fund") expenditures must be spent on extremely low income rental housing. RSG estimates the approximate cost of subsidizing an extremely low-income unit may be approximately \$81,930 per unit in Oroville today. Depending upon how many properties are sold and other Housing Asset Fund activity, it has been estimated that approximately \$200,000 may need to be spent on extremely low income rental housing by June 30, 2019 to avoid losing sale proceeds and other housing funds. SB341 requirements should be met by September 2017. If the City is unable to initiate affordable housing activities within five (5) years, the law allows for a five (5) year extension by resolution.

Staff requested the assistance from RSG to ascertain whether it should invest a portion of the City's Low and Moderate Income Housing Assets funds for the development project initiated by Willow Partners. Based in part on RSG's preliminary review in 2015,

the City approved \$660,000 in gap financing from the housing successor fund for the HOME financing application. Prior to approving a final financing commitment to the project, the City will need to ensure that the gap financing expenditure would comply with affordable housing regulations under the California Health and Safety Code, which may affect the number and depth of affordable units.

RSG's tasks include the following:

1. Review developer's latest pro forma for purposes of understanding reasonableness of assumptions and development program;
2. Evaluate 5-year compliance planning period history of project expenditures by the Successor Agency to ascertain expenditures by income category, with and without the proposed \$660,000.
3. Based on the above, proposed alternate development program which complies with City expenditure requirements under Health and Safety Code.
4. Estimate potential cost to subsidize units by income category for the proposed project and alternative project.
5. Identify number of units and corresponding rent levels assuming City deploys to subsidy to fund gap on deepest affordability.
6. Coordination with City staff and developer to communicate and collaborate the foregoing.

FISCAL IMPACT

Expenses will be paid from the following:

Housing Asset Fund	7011-6360-141-8910	\$7,500
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There is no impact to the General Fund.

RECOMMENDATIONS

Adopt Resolution No. 8585 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC, IN THE AMOUNT OF \$7,500, TO ASSIST THE UNDERWRITING ANALYSIS OF THE PROPOSED SIERRA HEIGHTS SENIOR AFFORDABLE HOUSING PROJECT – (Agreement No. 3210).

ATTACHMENTS

A – Resolution No. 8585

B – Agreement No. 3210

**CITY OF OROVILLE
RESOLUTION NO. 8585**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC, IN THE AMOUNT OF \$7,500, TO ASSIST THE UNDERWRITING ANALYSIS OF THE PROPOSED SIERRA HEIGHTS SENIOR AFFORDABLE HOUSING PROJECT

(Agreement No. 3210)

NOW THEREFORE, be it hereby resolved by the Oroville City Council, as follows:

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Rosenow Spevacek Group, Inc. in an amount not to exceed \$7,500, for the underwriting analysis of Sierra Heights Apartments.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **February 21, 2017**, by and between the **City of Oroville**, a municipal corporation (“City”) and **Rosenow Spevacek Group, Inc. (RSG)** (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to provide underwriting analysis for the Sierra Heights Senior Apartment project.

AGREEMENT

- 1. **SCOPE OF SERVICES.** The Consultant shall furnish but are not limited to the following services in a professional manner:
 - a. **Review developer’s latest pro forma for purposes of understanding reasonableness of assumptions and development program;**
 - b. **Evaluate 5-year compliance planning period history of project expenditures by the Successor Agency to ascertain expenditures by income category, with and without the proposed \$660,000 gap financing.**
 - c. **Based on the above, propose alternate development program which complies with City expenditure requirements under Health and Safety Code.**

Agreement No. 3210

- d. Estimate potential cost to subsidize units by income category for the proposed project and the alternative project.
- e. Identify number of units and corresponding rent levels assuming City deploys subsidy to fund gap on deepest affordability.
- f. Coordination with City staff and developer to communicate and collaborate the foregoing.

1. TIME OF PERFORMANCE. As needed through June 30, 2018.
2. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: **In no event shall Consultant's compensation exceed the amount of Seven Thousand Five Hundred Dollars (\$7,500), without additional written authorization from the City.** Payment by City under this agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.
5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper

completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
 7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
 8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors
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to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of
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it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at
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Consultant's address indicated for receipt of notices in this Agreement for a period of (5) five years or longer, from the date of termination or completion of this agreement.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

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1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability,

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direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant:

**Jim Simon, Principal
Rosenow, Spevacek Group, Inc.
309 West 4th St.
Santa Ana, CA 92701-4502**

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
21. AMENDMENTS. This Agreement may be modified or amended only by a written **Agreement No. 3210**

document executed by both Consultant and City and approved as to form by the City Attorney.

22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this **Agreement No. 3210**

Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
 28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
 29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
 30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not
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employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
 32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and
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employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other **Agreement No. 3210**

agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
 - c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will
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receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of
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workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION

ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of **Agreement No. 3210**

Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the **Agreement No. 3210**

applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

CONSULTANT

Jim Simon, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

Exhibits:

A - Insurance Requirements

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall 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 the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant 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 shall apply separately to this project/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. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: CALIFORNIA STATE OLD TIME FIDDLERS USE OF MUNICIPAL
AUDITORIUM PARKING LOT**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may receive information regarding the annual use of the Municipal Auditorium parking lot for overnight parking of approximately fifty RVs from March 13 – 20, 2017, in the areas shown on the attached maps (**Attachment A**), for the 51st Annual California State Old Time Fiddle and Picking Championships.

DISCUSSION

On February 6, 2017, City staff received an application from the California State Old Time Fiddlers requesting permission for contestant parking and RV dry camping (50 expected) in the areas identified on the attached maps (**Attachment A**) beginning on March 13th and ending on the 20th. The 51st Annual California State Old Time Fiddle and Picking Championships will be held March 16th through March 19th of this year. Event set-up will begin at 8:00am on the 13th and the event is scheduled to be completed and areas vacated by noon on the 20th. The applicant anticipates approximately 500 participants. Porta-potties will be provided in the RV areas and outside the Veteran's Memorial Hall where the event will be held. Food vendors will be operating from the kitchen inside the Veteran's Memorial Hall.

FISCAL IMPACT

The applicant has paid the applicable fees for a street/parking lot closure which are as follows:

Item	Price	Tech Fee	Total	Paid
Street Closure / Special Event Permit	\$102.41	\$6.14	\$108.55	Yes

RECOMMENDATIONS

For informational purposes only.

ATTACHMENTS

A – Site Plans

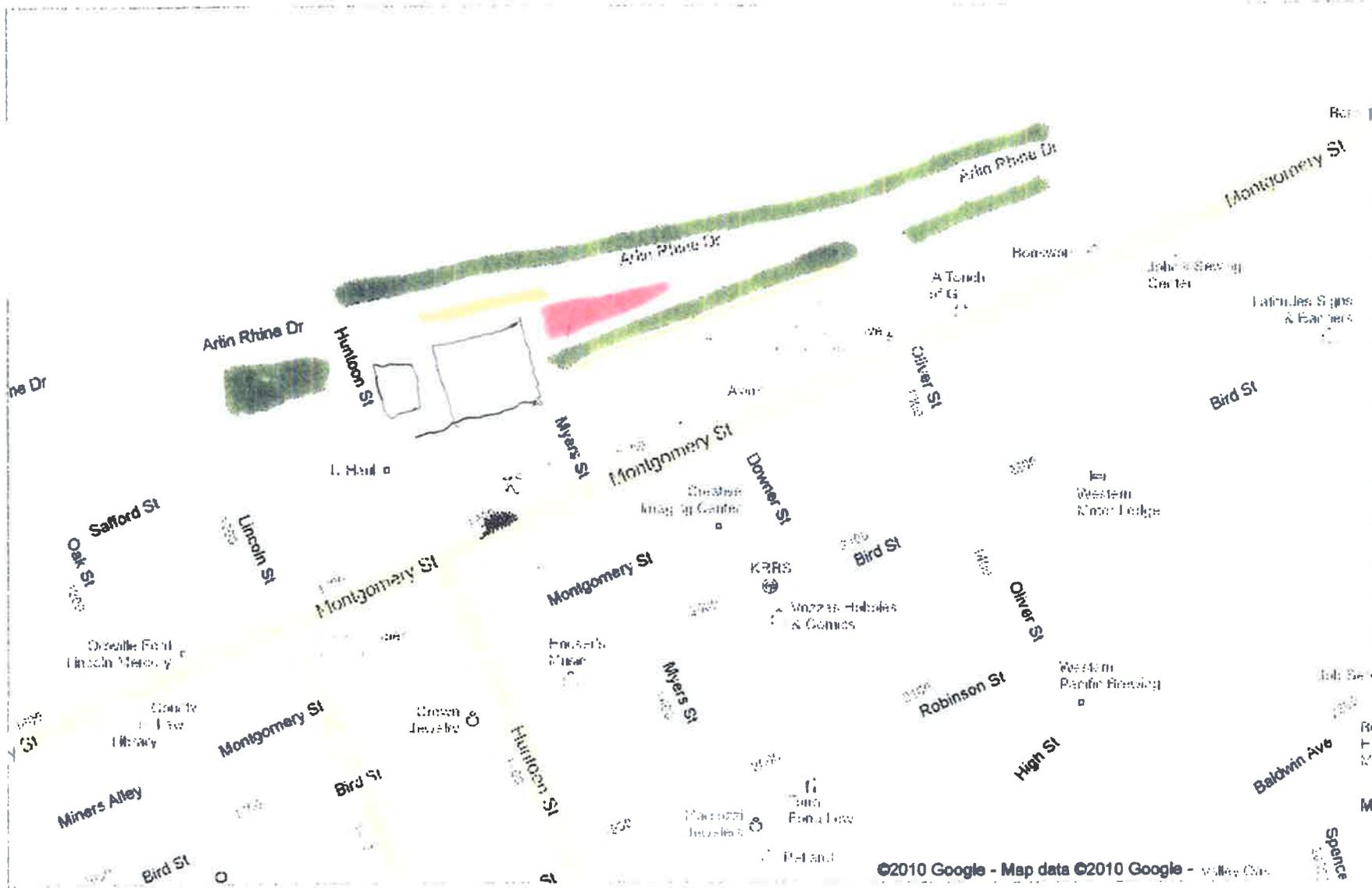
B – Event Details

C - Special Event/Overnight Parking Permit

D – General Parking Permit

E – Overnight Parking Permit

 RV Parking
 NO Parking
 No Parking



©2010 Google - Map data ©2010 Google - Imagery ©2010 Google

-  RV Parking Allowed ALL Week
-  RV PARKING Allowed Thursday Through Sunday
- RV PARKING Allowed 11:00 AM Friday Through Sun.
- RV PARKING Allowed AFTER 5:00 PM Friday - Sun

NO PARKING SOUTH SIDE
 No Parking So S. ARLIN REINE DRIVE MUST BE KEPT CLEAR AT ALL TIMES

DRIVE-WAY TO BE KEPT CLEAR AT ALL TIMES.

LEVEE ROAD

NO PARKING

Parking OK ONLY on Friday after 11:00a.m.

Thursday Parking

May park in this section ~~on~~ Wednesday

PARKING OK

NO PARKING BEFORE 5:00p.m. FRIDAY

NO PARKING AT ANY TIME.

MUNICIPAL AUDITORIUM

MYERS ST.

No parking before Friday 5PM

Handwritten notes:
 11/27/76
 11/28/76
 11/29/76
 11/30/76
 12/1/76

OLIVER AVENUE

RV Entrance

RV Traffic on Myers)

(Keep open enough so car or emergency vehicle can drive through.)

OROVILLE RV PARKING SCHEDULE WILL BE STRICTLY ENFORCED!



California State Old Time Fiddlers Association

OROVILLE

P.O. BOX 1703

CALIFORNIA 95965-1703

**51st Annual California State Old Time
Open Fiddle & Picking Championships –
March 16, 2017 through March 19, 2017
Parking requested for March 13, 2017 thru
March 20, 2016**

ATTACHMENT TO STREET CLOSURE APPLICATION

EVENT CO-ORDINATORS/STAFF

Sharon Barrett/President CSOTFA & Contest Chairman
469 Jackson St., Red Bluff, CA 96080
530-527-6127

Brett Johnson/Contest Co-Chairman
1944 Bird Street, Oroville, CA 95965
530-533-9336

Mary Rose Preston/District 1 State Director
12311 Hidden Meadows Circle, Auburn, CA 95603
530-888-1801

Rayburn McDonald/RV Parking
P.O. Box 115, Richvale, CA 95974
530-882-4520

Marian Walker/Contest Coordinator
P.O. Box 50, Oroville, CA 95965-0050
530-589-0453

ESTIMATED NUMBER OF VEHICLES

50 Self Contained Recreational Vehicles parked around Municipal Auditorium (see map). 150 plus contestant & spectator vehicles.

SOUND AMPLIFICATION

Sound for contest inside Auditorium provided by Chuck McCay Sound, Redding (has provided sound equipment for contest for approximately 10 plus years).

LOCATION OF WATER & BATHROOMS

Inside Veteran's Memorial Hall & porta potties outside in RV area.

FOOD VENDORS

Food from kitchen inside Veteran's Memorial Hall.

CITY SERVICES

Police & fire if needed. STARS for security.



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

SPECIAL EVENT / OVERNIGHT RV PARKING CALIFORNIA STATE OLD TIME FIDDLER'S ASSOCIATION

**VALID: MONDAY, MARCH 13, 2017
THROUGH
MONDAY, MARCH 20, 2017**

LOCATION: ARLIN RHINE MEMORIAL DRIVE & MUNICIPAL AUDITORIUM PARKING LOT

The City of Oroville hereby approves the request from the California State Old Time Fiddler's Association for the use of City streets/property on the dates referenced above, subject to the following conditions:

1. The applicant shall hold harmless the City, its Council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and/or fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to the approval of this permit. Applicant further agrees to provide a defense for the City in any such action.
2. The applicant shall place PARKING BY PERMIT ONLY signs along the closed street locations at least 26 hours prior to the event and they shall be removed promptly when the event is over. The PARKING BY PERMIT ONLY signs SHALL NOT be nailed or stapled to street trees. A contact person needs to ensure posting of signs meet City & Vehicle Code requirements.
3. Detour arrow signs are required at each end of closed streets.
4. Overnight RV parking is ONLY allowed for participants in the California State Fiddler's Contest. Applicant shall be responsible for parking arrangements and the most efficient use of permits.
5. Each RV shall display a City-approved parking permit in the windshield of the vehicle.
6. No overnight parking is allowed in Parking Lot A south of the Municipal Auditorium adjacent to Montgomery Street.

7. This permit ONLY authorizes overnight RV parking in the locations specified on the drawings that the applicant submitted to the City at the time this application was applied for. Event coordinators shall be responsible for maintaining the RV parking areas in a clean and orderly fashion.
8. The applicant shall maintain a 20 foot emergency access route on streets to be closed at all times to provide access for emergency vehicles. Vehicles or other items shall not be allowed to block access to fire hydrants at any time.
9. Trash containers MUST BE provided in RV parking areas.
10. The applicant shall keep the subject property and adjacent right-of-way free of litter and any other refuse that may accumulate during the event. Applicant shall return street to its original condition at the end of the event.
11. All RVs must be fully self-contained, or applicant shall provide portable restroom facilities.
12. Water, electrical and sewer discharge services are NOT the responsibility of the City.
13. Any food vendors are subject to the requirements of the Butte County Environmental Health Department.
14. Any person, business, or organization conducting sales or business at this event shall obtain a City of Oroville Business License prior to the start of the event.
15. Temporary signs or banners may be used for the event, but must be removed promptly at the end of the event.
16. Noise shall not exceed City noise standards.
17. Open fires are prohibited.
18. Provide contact information for point-of-contact person with cell phone number, location, etc.
19. Install and maintain all electrical cords in a safe manner.
20. Provide trip hazard protection for all electrical wiring in walkway's.
21. Provide the City of Oroville with a Certificate of Insurance naming the City as an additional insured for liability, i.e. comprehensive general liability providing for bodily injury with combined limits of at least \$1,000,000.00. The Certificate will be submitted to the City prior to the event.

I have read, understand, and agree to abide by the conditions of approval stated herein:

Applicant/Agent's (Signature)	(Print Name)	Date
California State Old Time Fiddler's Association		

Donald Rust, Director	Date
Community Development Department	



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2402 FAX (530) 538-2426
www.cityoforoville.org

CITY OF OROVILLE PARKING BY PERMIT ONLY

MONDAY, MARCH 13, 2017
THROUGH
MONDAY, MARCH 20, 2017

CA STATE FIDDLE AND PICKING CONTESTANTS ONLY

Unauthorized Vehicles will be towed away at vehicles owners' expense CVC 22651(L), Oroville Police Department 530-538-2448. By order of City of Oroville City Code 22-91(C).

Donald Rust, Director
Community Development Department



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2402 FAX (530) 538-2426
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CITY OF OROVILLE OVERNIGHT PARKING BY PERMIT ONLY

**MONDAY, MARCH 13, 2017
THROUGH
MONDAY, MARCH 20, 2017**

CA STATE FIDDLE AND PICKING CONTESTANTS ONLY

Unauthorized Vehicles will be towed away at vehicles owners' expense CVC 22651(L), Oroville Police Department 530-538-2448. By order of City of Oroville City Code 22-91(C).

Donald Rust, Director
Community Development Department

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR
THE WYANDOTTE SUB-BASIN GROUNDWATER SUSTAINABILITY
PARTNERS**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider approving an amendment to the Memorandum of Understanding (MOU) following the retraction of South Feather Water and Power's GSA designation for the Wyandotte Sub-Basin. Additionally, the Council may consider a second Memorandum of Understanding between City of Oroville, Butte County, and South Feather Water & Power for the development of the Wyandotte Creek Sub-Basin Groundwater Sustainability Plan.

DISCUSSION

A Groundwater Sustainability Agency (GSA) can be formed by a single local public agency or a combination of agencies. Local public agencies eligible to be a GSA must have either water supply, water management, or land use responsibilities. On January 5, 2016, the City Council held a public hearing adopting Resolution 8452, electing to become a GSA.

The Sustainable Groundwater Management Act (SGMA) went into effect on January 1, 2015. One of the near-term actions is to establish one or more GSAs to take responsibility for developing and implementing a Groundwater Sustainability Plan (Plan) for the Wyandotte Creek Sub-Basin in Butte County. Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a GSA by using a memorandum of understanding.

On December 20, 2016, the City Council approved a Memorandum of Understanding forming the Wyandotte Creek Sub-Basin Partnership (Partnership) between the City of Oroville (City), Butte County (County), and South Feather Water & Power (SFWP). Subsequently on February 2, 2017, at a Wyandotte Creek Sub-Basin meeting held at Butte County, the City and Butte County received notice from SFWP of their decision to retract its GSA designation, making the County and the City the exclusive GSAs for the Wyandotte Creek Sub-Basin. Both County and City will retain their GSA status for the

lands within their own jurisdiction. County will take action to retract its overlap with the lands under City's jurisdiction.

The amended MOU is to be entered into by and between the City and County to facilitate a cooperative and ongoing working relationship that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Wyandotte Sub-Basin prior to the June 30, 2017 deadline set under SGMA.

Following the retraction of SFWPs GSA designation and Partnership from the MOU, a secondary MOU between parties within the Wyandotte Creek Sub-Basin as related to the SGMA will be formed making the City and County exclusive GSAs within the Wyandotte Creek Sub-Basin. SFWP agrees to the retraction of their designation under the following terms as agreed to by both the City and County:

- a. No fees, assessments, or other charges pertaining to groundwater management and extraction will be charged by County and City to Agency or Agency's landowners without the prior written consent of Agency.
- b. No groundwater extraction limits will be imposed by County or City on the Agency of its landowners without the written consent of Agency.
- c. No alteration of the current boundaries of the Wyandotte Creek Subbasin or consolidation of the subbasin shall be considered or taken by the County or City without the advance written consent of Agency.
- d. No direct or indirect regulation or interference with the surface water rights or groundwater rights of the Agency or the landowners within the Agency shall be taken by County or City without the written consent of Agency.

In exchange for these terms, Agency agrees to the following terms:

- a. To support the efforts of the County and City to obtain grant funding for the development of the GSP for the Wyandotte Creek subbasin.
- b. To provide to County associated data collected by the Agency as related to the sustainability of the subbasin, which will be utilized in the development and implementation of the GSP for the Wyandotte Creek subbasin.
- c. To work cooperatively with County and City in the review and development of the GSP for the Wyandotte Creek subbasin.

Following the approval of the MOU, the City and County will work together to develop the Wyandotte Creek Sub-Basin Groundwater Sustainable Plan (GSP), with support from SFWP, defining groundwater conditions, monitoring methods, and sustainability goals tailored to the resources and needs of the community within the Wyandotte Creek Sub-Basin.

All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science that will drive the development of the sustainability goals of the basin as outlined under SGMA.

FISCAL IMPACT

None.

RECOMMENDATIONS

1. Adopt Resolution No. 8566-1 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE MEMORANDUM OF UNDERSTANDING FORMING THE WYANDOTTE SUB-BASIN GROUNDWATER SUSTAINABILITY PARTNERS – (Agreement No. 3200-1).
2. Adopt Resolution No 8578 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES WITHIN WYANDOTTE CREEK SUB-BASIN TO DEVELOP THE WYANDOTTE CREEK SUB-BASIN GROUNDWATER SUSATINABLE PLAN – (Agreement No. 3207).

ATTACHMENTS

A - Resolution No. 8566-1

B - Agreement No. 3200-1 (Wyandotte Creek Sub-Basin Partnership between City and County)

C – Resolution No. 8578

D - Agreement No.3207 (SFWP retraction from GSA designation)

**CITY OF OROVILLE
RESOLUTION NO. 8566-1**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO ADEMND THE MEMORANDUM OF UNDERSTANDING FORMING THE WYANDOTTE SUB-BASIN GROUNDWATER SUSTAINABILITY PARTNERS

(Agreement No. 3200-1)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to amend the Memorandum of Understanding forming the Wyandotte Sub-Basin Groundwater Sustainability Partners.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**MEMORANDUM OF UNDERSTANDING FORMING THE
WYANDOTTE CREEK SUB-BASIN
GROUNDWATER SUSTAINABILITY PARTNERS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on February 21, 2017, by and between the County of Butte (“County” herein), and the City of Oroville (“City” herein), each a “Party” and collectively the “Parties”.

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SMGA”); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers local agencies to adopt groundwater sustainability plans that are tailored to the resources and needs of their communities to provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency (“GSA”) by using a memorandum of agreement or other agreement; and

WHEREAS, County is a local agency qualified to become a GSA because County manages water, has a water supply, and has land use responsibilities over a portion of the Wyandotte Creek Sub-basin (Basin Number 5-021-69), DWR Bulletin 118) within the Sacramento Valley Groundwater Basin (“Basin”) a DWR-designated medium-priority basin; and

WHEREAS, City is a local agency qualified to become a GSA because City has land use responsibilities over a portion of the Wyandotte Creek Sub-basin within the County of Butte; and

WHEREAS, on October 15, 2015, County held a public hearing to determine whether to become a GSA and on October 15, 2015, County adopted Resolution No. 15-146, electing to become a GSA; and

WHEREAS, on January 5, 2016, City held a public hearing to determine whether to become a GSA and on January 5, 2016, City adopted Resolution No. 8452, electing to become a GSA; and

WHEREAS, as GSAs, the Parties have elected to work collaboratively with other interested agencies to develop and implement a Groundwater Sustainability Plan (“GSP”) to sustainably manage the Wyandotte Creek Sub-Basin pursuant to SGMA.

NOW THEREFORE, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed as follows:

1. **PURPOSE.** This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Wyandotte Creek Sub-Basin prior to the June 30, 2017 deadline set under SGMA. Henceforth, the Parties may expand the goals of the Wyandotte Creek SGMA Partners to address future deadlines established under SGMA.

2. **WYANDOTTE CREEK SUB-BASIN GROUNDWATER SUSTAINABILITY PARTNERS.** The Parties hereby establish the Wyandotte Creek Sub-Basin Groundwater Sustainability Partners (Wyandotte Creek SGMA Partners) to manage that portion of the Wyandotte Creek Sub-basin as set forth in Exhibit "A".

3. **POWERS.**
 - 3.1 In addition to any other action available to develop and implement SGMA, including a GSP, the Wyandotte Creek SGMA Partners may perform the following functions:
 - 3.1.1 Adopt standards for measuring and reposting water use.
 - 3.1.2 Develop and implement policies designed to reduce or eliminate overdraft within the boundaries of the Wyandotte Creek Sub-basin.
 - 3.1.3 Develop and implement conservation best management practices as outlined by DWR.
 - 3.1.4 Develop and implement metering, monitoring and reporting related to groundwater pumping.

4. **DECISION MAKING PROCESS.**
 - 4.1 With the exceptions noted herein, it is the intent of the Parties that all actions undertaken by the Wyandotte Creek SGMA Partners are done by unanimous consent of the Parties.
 - 4.2 In the event of an impasse or disagreement, the Parties shall use their best efforts to find a mutually agreeable result. To this effect, the Parties shall consult and negotiate with each other in good faith in an attempt to reach a solution that is mutually satisfactory. If the Parties do not reach a solution,

them the matter shall be submitted to a non-binding arbitration or mediation within a reasonable period of time.

5. ROLES AND RESPONSIBILITIES OF THE PARTIES.

5.1 The Parties will work jointly to fulfill the Purposes of the MOU, SGMA, and the development and implementation of a GSP within the boundaries of the Wyandotte Creek Sub-basin.

5.2 The Parties will meet regularly to discuss SGMA, GSP development and implementation activities, assignments, and on-going work progress.

5.3 The Parties may form committees as necessary from time to time to discuss issues that impact the Wyandotte Creek Sub-basin.

5.4 County and City are jointly responsible for implementing the GSP in areas of the Wyandotte Creek Sub-basin that are within both City limits and Butte County boundaries.

6. **FUNDING.** Unless agreed to otherwise, each Party’s participation in the MOU is at its sole cost and expense. Through the partnership of this MOU, Parties will work together to help secure grant funding for the development of GSPs for all sub-basins within the County of Butte.

7. **TERM.** This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.

8. **AMENDING THE MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.

9. **HOLD HARMLESS.** No Party, not any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU.

/

APPROVED AS TO CONTENT:

COUNTY OF BUTTE

By: _____

Date: _____

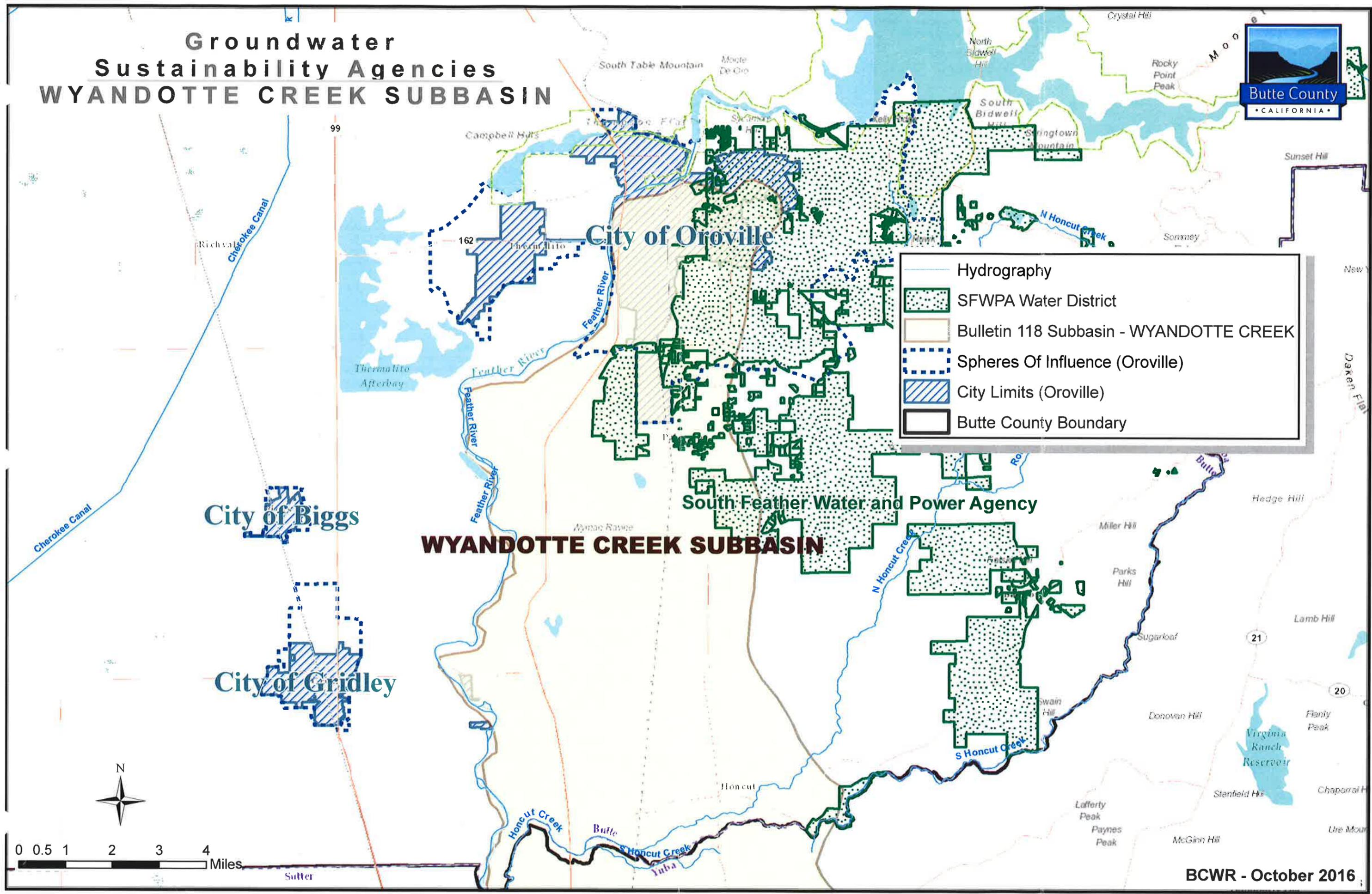
APPROVED AS TO CONTENT:

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

Date: _____

Groundwater Sustainability Agencies WYANDOTTE CREEK SUBBASIN



**CITY OF OROVILLE
RESOLUTION NO. 8578**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES WITHIN WYANDOTTE CREEK SUB-BASIN TO DEVELOP THE WYANDOTTE CREEK SUB-BASIN GROUNDWATER SUSTAINABLE PLAN

(Agreement No. 3207)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute the Memorandum of Understanding between City of Oroville, Butte County, and South Feather Water and Power (Parties) of the Wyandotte Sub-Basin to facilitate a cooperative and ongoing relationship to develop the Wyandotte Creek Sub-Basin Groundwater Sustainable Plan.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES WITHIN THE
WYANDOTTE CREEK SUB-BASIN AS RELATED TO THE SUSTAINABLE
GROUNDWATER MANAGEMENT ACT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on February 21, 2017, by and between the County of Butte (“County” herein), South Feather Water and Power Agency (“Agency” herein) and the City of Oroville (“City” herein), each a “Party” and collectively the “Parties”.

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SMGA”); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers and requires local agencies to develop and adopt Groundwater Sustainability Plans (“GSP”) that are tailored to the resources and needs of their communities, provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency (“GSA”) by using a memorandum of agreement or other agreement; and

WHEREAS, Butte is a local agency qualified to become a GSA because Butte manages water, has a water supply, and has land use responsibilities over a portion of the Wyandotte Sub-basin (Basin Number 5-021-69), DWR Bulletin 118) within the Sacramento Valley Groundwater Basin (“Basin”) a DWR-designated medium-priority basin; and

WHEREAS, Agency is a local agency qualified to become a GSA because South Feather manages water and has a water supply which it manages within the Wyandotte Sub-basin; and

WHEREAS, Oroville is a local agency qualified to become a GSA because Oroville has land use responsibilities over a portion of the Wyandotte Sub-basin within the County of Butte; and

WHEREAS, on October 15, 2015, Butte held a public hearing to determine whether to become a GSA and on October 15, 2015, Butte adopted Resolution No. 15-146, electing to become a GSA; and

WHEREAS, on January 7, 2016 Agency held a public hearing to determine whether to become a GSA and on January 7, 2016, South Feather adopted Resolution No. 16-01-01, electing to become a GSA; and

WHEREAS, on January 5, 2016, Oroville held a public hearing to determine whether to become a GSA and on January 5, 2016, Oroville adopted Resolution No. 8452, electing to become a GSA; and

NOW THEREFORE, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed as follows:

PURPOSE. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to develop the Wyandotte Creek GSP that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Wyandotte Sub-Basin prior to the June 30, 2017 deadline set under SGMA.

To this end, Agency agrees to retract its GSA designation, making the County and the City the exclusive GSAs for the Wyandotte Creek sub-basin. Both County and City will retain their GSA status for the lands within their own jurisdiction. County will take action to retract its overlap with the lands under City's jurisdiction.

Agency agrees to their retraction of GSA designation under SGMA with the following terms as agreed to by both County and City:

- a. No fees, assessments, or other charges pertaining to groundwater management and extraction will be charged by County and City to Agency or Agency's landowners without the prior written consent of Agency.
- b. No groundwater extraction limits will be imposed by County or City on the Agency of its landowners without the written consent of Agency.
- c. No alteration of the current boundaries of the Wyandotte Creek Subbasin or consolidation of the subbasin shall be considered or taken by the County or City without the advance written consent of Agency.
- d. No direct or indirect regulation or interference with the surface water rights or groundwater rights of the Agency or the landowners within the Agency shall be taken by County or City without the written consent of Agency.

In exchange for these terms, Agency agrees to the following terms:

- a. To support the efforts of the County and the City to obtain grant funding for the development of the GSP for the Wyandotte Creek subbasin.
- b. To provide to County associated data collected by the Agency as related to the sustainability of the subbasin, which will be utilized in the development and implementation of the GSP for the Wyandotte Creek subbasin.

- c. To work cooperatively with County and City in the review and development of the GSP for the Wyandotte Creek subbasin.

All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science that will drive the development of the sustainability goals of the basin as outlined under SGMA.

- 2. **TERM.** This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.
- 3. **AMENDING THE MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.
- 4. **HOLD HARMLESS.** No Party, not any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU

COUNTY OF BUTTE

CITY OF OROVILLE

By: _____

By: _____
Linda L. Dahlmeier, Mayor

DATE: _____

DATE: _____

SOUTH FEATHER WATER AND POWER

By: _____

DATE: _____

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CIY COUNCIL MEMBERS

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY
PUBLIC SAFETY DEPARTMENT
LIZ EHRENSTROM, HUMAN RESOURCE MANAGER
ADMINISTRATION DEPARTMENT**

RE: INDUSTRIAL DISABILITY RETIREMENT

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider the approval of an industrial disability retirement for Police Officer, Joshua Woodby.

DISCUSSION

Before CalPERS can act on any local safety member's application for industrial disability retirement, the following questions (Exhibit A) must be resolved by the agency and the information transmitted in the form of a resolution. Based on Mr. Woodby's injuries, he is no longer able to perform the physical duties of a police officer. The City has been working through Joe Montgomery, the City's worker's compensation attorney with York Insurance Services, and Mr. Woodby's attorney to settle Mr. Woodby's claim. All parties involved have come to the conclusion that Mr. Woodby is no longer able to perform the physical duties of police officer and the City cannot reasonably accommodate Mr. Woodby's restrictions.

FISCAL IMPACT

Additional costs from leave payouts.

RECOMMENDATION

Adopt Resolution No. 8579 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DELEGATING INDUSTRIAL DISABILITY FINDINGS AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESOLUTION UNDER PUBLIC EMPLOYEES' RETIREMENT LAW, GOVERNMENT CODE SECTION 21023.6.

ATTACHMENT (S)

A – Resolution No. 8579

**CITY OF OROVILLE
RESOLUTION NO. 8579**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DELEGATING INDUSTRIAL DISABILITY FINDINGS AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESOLUTION UNDER PUBLIC EMPLOYEES' RETIREMENT LAW, GOVERNMENT CODE SECTION 21023.6

WHEREAS, the City of Oroville (hereinafter referred to as Agency) is a contracting agency of the Public Employee's Retirement System;

WHEREAS, the Public Employee's Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local miscellaneous member is disabled for purposes of the Public Employee's Retirement Law and whether such disability is "Industrial" within the meaning of such Law;

WHEREAS, an application for Industrial Disability Retirement of Joshua Woodby, employed by the Agency in the position of Police Officer, has been filed with the Public Employees' Retirement System; and

WHEREAS, the Oroville City Council has reviewed the medical and other evidence relevant to such alleged disability;

NOW, THEREFORE, BE IT RESOLVED: That the Oroville City Council find and determine and it does hereby find and determine that Joshua Woodby is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Police Officer; and

BE IT FURTHER RESOLVED THAT the Oroville City Council find and determine and it does hereby find and determine that such disability is a result of injury arising out of and in the course of employment.

BE IT FURTHER RESOLVED THAT A PETITION has been filed with the Workers' Compensation Appeals Board for a determination pursuant to Section 21166, Government Code; and a copy of such determination will be provided when rendered; and

BE IT FURTHER RESOLVED that the member was separated from his employment in the position of Police Officer effective February 22, 2017. His last day on pay status was February 21, 2017. There is not a possibility of third party liability. Advanced Disability Pension Payments will be made. The primary disabling condition is herniated discs in lower back.

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute this Resolution, delegating industrial disability findings under the Public Employees' Retirement Law (Government Code Section 21023.6).
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Council of the City of Oroville at a regular meeting held on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

**RE: EMPLOYMENT AGREEMENTS WITH DONALD L. RUST AND
BILL LA GRONE**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider Employment Agreements with Donald L. Rust, Assistant City Administrator and Community Development Director, and Bill La Grone, Public Safety Officer and Acting Personnel Officer.

DISCUSSION

The Employment Agreements with Donald L. Rust, Assistant City Administrator and Community Development Director, and Bill La Grone, Public Safety Officer and Acting Personnel Officer, were extended through March 31, 2017, to accommodate annual evaluations. Following receipt of positive evaluations, the Council will consider new employment agreements.

DONALD L. RUST

Mr. Rust has served in various capacities for the City of Oroville. Most recently, Mr. Rust has served as Assistant City Administrator and Community Development Director. Over the last few years, Mr. Rust has accomplished numerous tasks on behalf of the City, including stabilization of the City's building, planning, and code enforcement divisions. Mr. Rust has also served effectively as the City's professional staff member to the Arts Commission, Planning Commission, and as a liaison to the City's various neighborhood and community groups. Most recently, Mr. Rust has taken on the role of Assistant City Administrator, while taking on the numerous tasks associated with the position of City Administrator. Through his efforts and his service in multiple department head capacities, Mr. Rust has saved the City several hundred thousand dollars in salary and benefit expenses. Mr. Rust recently received a positive evaluation from the Council.

BILL LA GRONE

Mr. La Grone has also served in several capacities for the City. While service as the Police Chief, Mr. La Grone has taken on the responsibilities of the Fire Chief. Mr. La Grone stabilized the Fire Department during a period of great turmoil, and has overseen a review of the personnel and positions in the police and fire departments. In addition, Mr. La Grone has been a valued resource to community organizations and members of

the public. Mr. La Grone demonstrates a high level of professionalism in his multiple roles. Most recently, Mr. La Grone has taken on the role of Acting Personnel Officer. Through his efforts and his service as both Police Chief and Fire Chief, Mr. La Grone has saved the City several hundred thousand dollars in salary and benefit expenses. Mr. La Grone received a positive evaluation from the Council.

TERMS OF EMPLOYMENT AGREEMENTS

The Employment Agreements are similar in effect. They provide for no increase in compensation at this time. The agreements extend for a term of five years. In addition, the employees will contribute 12% of their salary toward the CalPERS obligation resulting from the employment agreements.

For ease of reference, all changes from the prior agreements between the parties are underlined and utilize red text.

FISCAL IMPACT

No increase to compensation at this time. The savings to the City for the increase to the employees for their share of PERS costs to 12% is \$3,845 for the remainder of the year and \$11,109 annually. The savings to the City for downgrading health insurance coverage is \$4,194 for the remainder of the year and \$8,388 annually. Total savings are \$8,039 for the remainder of this fiscal year and \$19,497 annually.

RECOMMENDATIONS

1. Adopt Resolution No. 8583 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST – (Agreement No. 1974-7).
2. Adopt Resolution No. 8584 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE – (Agreement No. 1969-9).

ATTACHMENTS

- A - Resolution No. 8583
- B - Agreement No. 1974-7
- C - Resolution No. 8584
- D - Agreement No. 1969-9

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8583**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST**

(Agreement No. 1974-7)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Employment Agreement between the City of Oroville and Donald L. Rust. The Amendment is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST

This employment agreement ("Agreement") is made and entered into on February 21, 2017, by and between the City of Oroville ("City") and Donald L. Rust ("Rust") both of whom understand as follows:

Witnesseth:

WHEREAS, City desires to employ the services of Rust as its Assistant City Administrator and Community Development Director; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for Rust; and

WHEREAS, Rust desires to accept employment as the Assistant City Administrator and Community Development Director of the City.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Rust as the Assistant City Administrator and Director of Community Development of City to perform the functions and duties specified for the positions in the City Charter, Municipal Code of the City, the approved job descriptions and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him. At its sole discretion, the Council may remove the duties of Assistant City Administrator, Public Works Director and/or Parks and Trees responsibilities from Rust by providing him with no less than 60 days' written notice. Rust shall continue to serve as Director of Community Development after the expiration of 60 days following notice by the City to him.

Section 2. Term; Termination; Severance Compensation:

- A.** The term of this Agreement shall be February 21, 2017 through February 21, 2022. Rust agrees to remain in the employ of City until February 21, 2022 and shall not become employed by any other city until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.
- B.** As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges Rust from his position, without cause, as Assistant City Administrator and Director of Community Development, the City shall pay Rust a lump-sum cash payment equal to six months salary. In addition, Rust shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. The City shall not contribute any payment towards continued health insurance (i.e. COBRA) or any other benefits contained in this Agreement, including but not limited to vehicle allowance and technology allowance. However, in the event Rust is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to

terminate the agreement, Rust shall have the opportunity to retire from City employment through PERS, in lieu of termination.

- C. On or before August 21, 2021, Rust shall give written notice to City if he wishes to extend the agreement. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Rust of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined in Paragraph 2.A, and thereafter Rust shall not be entitled to any compensation except for any accrued vested benefits as listed above.

Section 3. Random Drug Testing Policy:

Rust agrees to comply with the City of Oroville’s Substance Abuse Policy Statement, as outlined in the City of Oroville’s Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Rust becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2.C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

- A. The following salary range is applicable to Rust following the effective date of this Amendment:

A	B	C	D	E	F	G	H
\$111,933	\$117,529	\$123,406	\$129,576	\$136,055	\$142,857	\$150,000	Bonus*

*SSI up to 10% Bonus must be approved by City Council

Rust shall be at Step E upon approval of this Agreement.

- B. Rust shall receive a 2% salary increase upon 25 years of service with the City and will receive an additional 2% salary increase upon 29 years of service.

Section 6. Performance Evaluation:

- A. The Council shall direct the City Administrator to complete a performance evaluation of Rust prior to February 21 of each year of this contract and during any extension period of this contract. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Rust. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Rust. The City Administrator's evaluation of Rust will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Rust's final evaluation.

- B. The Council and Rust shall define the criteria that they determine necessary for the proper operation of the City departments overseen by Rust and the attainment of the Council's goals and objectives, and shall further establish a relative priority among them. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to Rust to achieve them.

Section 7. Hours of Work; Administrative Leave:

Rust shall be employed on a full-time basis, and for optimal customer service should perform such work during City Hall's normal business hours. However, it is recognized that Rust shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave. Such leave may be taken upon approval of the City Administrator. Rust shall have the option to cash out up to 20 hours of administrative leave per calendar year. In the event another department head for the City receives greater benefits than those provided by this Section, Rust shall automatically receive the same benefit as the other department head.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Rust, after completing six (6) months of employment with the City shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against Rust's sick leave. Rust, desiring such leave, shall notify in writing the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile allowance to Rust in the amount of \$300/month to compensate him for the use of his private vehicle for City business. If the City requires Rust to travel outside a 50-mile radius of the City of Oroville, Rust shall be reimbursed at the current City allowed mileage rate for any mileage outside the 50-mile radius. Rust and City may agree to provide him with a City vehicle in lieu of such automobile allowance. In the event another department head for the City receives greater benefits than those provided by this Section, Rust shall automatically receive the same benefit as the other department head.

Section 10. Vacation and Sick Leave:

Rust shall accumulate sick leave at the rate of one (1) workday for each month of employment, beginning the first calendar month following employment. Rust shall be permitted to accumulate an unlimited amount of sick leave.

Rust shall accumulate vacation leave at the rate of 20 working days of vacation per year. Rust shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Rust and his eligible dependents.

Section 12. Holidays: Rust is authorized to celebrate the following holidays:

- | | |
|---------------------------|--|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. Lincoln's Birthday | 9. Thanksgiving Day |
| 4. President's Day | 10. The Day After Thanksgiving Day |
| 5. Memorial Day | 11. Last Work Day Before Christmas Day |
| 6. Independence Day | 12. Christmas Day |

Section 13. Technology Fee:

City shall provide a technology allowance to Rust in the amount of \$100/month to compensate him for the use of his private cell phone and laptop/tablet for City business. In the event another department head for the City receives greater benefits than those provided by this Section, Rust shall automatically receive the same benefit as the other department head.

Section 14. Retirement:

Rust will pay a total of 12% of eligible salary toward the employee share of his CalPERS retirement contributions. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, Rust and City agree to negotiate terms for the implementation of any increase.

The City shall provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Rust.

Sick Leave Conversion at the Time of Retirement:

Upon retirement, pursuant to PERS, from City employment only, the City shall pay monthly premium benefits (Medical, Dental, Vision, Long-Term Disability and Life Insurance) for Rust at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement.

At the end of such premium payments, Rust shall have the option of continuing insurance coverage at his own expense, consistent with current City policy and Federal law. If a retired Rust becomes deceased before his benefit has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Rust shall have the option, upon retirement, to convert sick leave for PERS retirement credit or use sick leave balance for medical insurance credit, as outlined above or may use a portion of his Sick Leave Credit between the two programs, subject to PERS requirements.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Rust. The City shall contribute 3% of Rust's base salary to Rust's Deferred Compensation Plan. In addition, the City shall match the first 2% that Rust contributes to Rust's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, Rust shall not accept any outside employment of any kind or character without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Rust necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Rust for professional and official travel, meetings, and occasions to continue the professional development of Rust, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Rust serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Rust for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- C. City will make available for Rust to be reimbursed up to a maximum of \$1,500 per fiscal year for tuition, books and/or other related educational expenses based upon all of the following criteria being satisfied:

Reimbursement will be provided only under the following circumstances:

1. Rust must be taking course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of a BA, BS, MA, MS.
2. Prior to enrollment, Rust must submit a plan to obtain the desired job-related degree to the City Administrator.
3. Prior to reimbursement for the completed course, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and shall provide receipts for tuition, books and/or any other expenses Rust desires reimbursement for.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Rust, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Community Development Director portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Rust is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Rust's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Rust against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Rust's duties as the Community Development Director, except for any civil action or proceeding brought against Rust for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Rust under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

- A. The Council may fix other terms and conditions of employment, as it may determine from time to time relating to the performance of Rust, following consultations with him, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the agreement, the City Charter, the Code of the City of Oroville, or any other law.

- B. It is understood and agreed by City and Rust that Rust is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Rust serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

- B. TO RUST: Donald L. Rust, at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Rust.
- C. The agreement shall not be assigned by Rust or City.
- D. The agreement shall not be modified without the written consent of Rust and City.
- E. If any provision, or any portion thereof contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held February 21, 2017.

CITY OF OROVILLE

DONALD L. RUST

Linda L. Dahlmeier, Mayor

Donald L. Rust

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8584**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE**

(Agreement No. 1969-9)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Employment Agreement between the City of Oroville and Bill La Grone. The Amendment is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY F. LAGRONE

This employment agreement ("Agreement") is made and entered into on February 21, 2017, by and between the City of Oroville ("City") and Billy F. LaGrone ("LaGrone") both of whom understand as follows:

Witnesseth:

WHEREAS, City desires to employ the services of LaGrone as its Director of Public Safety; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for LaGrone; and

WHEREAS, LaGrone desires to accept employment as the Director of Public Safety of the City.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ LaGrone as the Director of Public Safety of the City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, the approved job description (which may be amended from time to time) and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him. At its sole discretion, the Council may remove the duties of Fire Chief from LaGrone by providing him with no less than 60 days' written notice. LaGrone shall continue to serve as Police Chief after the expiration of 60 days following notice by the City to him.

Section 2. Term; Termination; Severance Compensation:

- A.** The term of this Agreement shall be February 21, 2017 through February 21, 2022. LaGrone agrees to remain in the employ of City until February 21, 2022 and shall not become employed by any other city until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.
- B.** If LaGrone resigns his position as the Director of Public Safety before the expiration date of the initial or any extended term of the agreement, LaGrone shall give City a 60-day written notice in advance. In such event, LaGrone shall not be entitled to the severance compensation provided for in Section 2.C. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should LaGrone make such request.
- C.** As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges LaGrone from his position, without cause, as Director of Public Safety, the City shall pay LaGrone a lump-sum cash payment equal to six months salary. In addition, LaGrone shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. The City shall not contribute any payment towards continued health insurance (i.e. COBRA) or any other benefits contained in this Agreement, including but not limited to vehicle

allowance and technology allowance. However, in the event LaGrone is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, LaGrone shall have the opportunity to retire from City employment through PERS, in lieu of termination.

- D. On or before August 21, 2021, LaGrone shall give written notice to City if he wishes to extend the agreement. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to LaGrone of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined in Paragraph 2.A, and thereafter LaGrone shall not be entitled to any compensation except for any accrued vested benefits as listed above.

Section 3. Random Drug Testing Policy:

LaGrone agrees to comply with the City of Oroville’s Substance Abuse Policy Statement, as outlined in the City of Oroville’s Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If LaGrone becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2.C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

- A. The following salary range is applicable to LaGrone following the effective date of this Amendment:

DIRECTOR OF PUBLIC SAFETY							
A	B	C	D	E	F	G	H
\$107,101	\$112,456	\$118,079	\$123,983	\$130,182	\$136,691	\$143,526	\$150,702

*SSI up to 10% Bonus must be approved by City Council

LaGrone shall be at Step G upon approval of this Agreement.

- B. LaGrone shall receive a 2% salary increase upon 25 years of service with the City and will receive an additional 2% salary increase upon 29 years of service.

Section 6. Performance Evaluation:

- A. The Council shall direct the City Administrator to complete a performance evaluation of LaGrone prior to February 21 of each year of this contract and during any extension period of this contract. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and LaGrone. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with LaGrone. The City Administrator's evaluation of LaGrone will be shared with the Mayor and Council. The Mayor and Council may add additional comments to LaGrone's final evaluation.
- B. The Council and LaGrone shall define the criteria that they determine necessary for the proper operation of the City departments overseen by LaGrone and the attainment of the Council's goals and objectives, and shall further establish a relative priority among them. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to LaGrone to achieve them.

Section 7. Hours of Work; Administrative Leave:

LaGrone shall be employed on a full-time basis, and for optimal customer service should perform such work during City Hall's normal business hours. However, it is recognized that LaGrone shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave. Such leave may be taken upon approval of the City Administrator. LaGrone shall have the option to cash out up to 20 hours of administrative leave per calendar year. In the event another department head for the City receives greater benefits than those provided by this Section, LaGrone shall automatically receive the same benefit as the other department head.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, LaGrone shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against LaGrone's sick leave. LaGrone, desiring such leave, shall notify in writing the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to LaGrone suitable for his use while performing his duties as the Director of Public Safety or compensate him if no vehicle is available at \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6). In the event another department head for the City receives greater benefits than those provided by this Section, LaGrone shall automatically receive the same benefit as the other department head.

Section 10. Vacation and Sick Leave:

LaGrone shall accumulate sick leave at the rate of one (1) workday for each month of employment, beginning the first calendar month following employment. LaGrone shall be permitted to accumulate an unlimited amount of sick leave.

LaGrone shall accumulate vacation leave at the rate of 25 working days of vacation per year. LaGrone shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for LaGrone and his eligible dependents.

Section 12. Holidays: LaGrone is authorized to celebrate the following holidays:

- | | |
|---------------------------|--|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. Lincoln's Birthday | 9. Thanksgiving Day |
| 4. President's Day | 10. The Day After Thanksgiving Day |
| 5. Memorial Day | 11. Last Work Day Before Christmas Day |
| 6. Independence Day | 12. Christmas Day |

Section 13. Uniform Allowance:

LaGrone shall receive a monthly clothing allowance of \$83.33. This Uniform Allowance shall be reduced to \$60.00 per month at the time of removal of the Fire Chief duties by the Council, as outlined in Section 1.

The City agrees to provide LaGrone with the following uniform insignia:

- 1) Patches - up to 12 sets per year as needed
- 2) Pins - as needed
- 3) Badge

The Director of Public Safety or his or her designee shall decide when replacement uniform insignia are necessary. City agrees to pay the initial cost of any ordered uniform article change.

Section 14. Retirement:

LaGrone will pay a total of 12% of eligible salary toward the employee share of his CalPERS retirement contributions. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, LaGrone and City agree to negotiate terms for the implementation of any increase.

The City shall provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for LaGrone.

Sick Leave Conversion at the Time of Retirement:

Upon retirement, pursuant to PERS, from City employment only, the City shall pay monthly premium benefits (Medical, Dental, Vision, Long-Term Disability and Life Insurance) for LaGrone at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement.

At the end of such premium payments, LaGrone shall have the option of continuing insurance coverage at his own expense, consistent with current City policy and Federal law. If a retired LaGrone becomes deceased before his benefit has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

LaGrone shall have the option, upon retirement, to convert sick leave for PERS retirement credit or use sick leave balance for medical insurance credit, as outlined above or may use a portion of his Sick Leave Credit between the two programs, subject to PERS requirements.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for LaGrone. The City shall contribute 3% of LaGrone's base salary to LaGrone's Deferred Compensation Plan. In addition, the City shall match the first 2% that LaGrone contributes to LaGrone's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, LaGrone shall not accept any outside employment of any kind or character without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of LaGrone necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

LaGrone shall retain his applicable affiliations with IACP Code of Ethics; California Police Chiefs Association; League of California Cities Police Chiefs Department.

During the term of this agreement and any extensions thereof, LaGrone shall maintain membership in good standing in the International Association of Chiefs of Police and shall subscribe to and act in accordance with its "Law Enforcement Code of Ethics", as may be updated from time to time by the International Association of Chiefs of Police, which is incorporated by reference. City agrees to pay the costs of such membership. LaGrone shall also maintain membership in good standing in the California Police Chiefs Association and the League of California Cities Police Chiefs Department

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of LaGrone for professional and official travel, meetings, and occasions adequate to continue the professional development of LaGrone and to adequately pursue necessary official functions for City, for example: California Police Chiefs Association, League of California Cities Police Chiefs Department and such other national, regional, state and local governmental groups and committees thereof which LaGrone serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of LaGrone for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- C. City will make available for LaGrone to be reimbursed up to a maximum of \$1,500 per fiscal year for tuition, books and/or other related educational expenses based upon all of the following criteria being satisfied:

Reimbursement will be provided only under the following circumstances:

1. LaGrone must be taking course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of a BA, BS, MA, MS.
2. Prior to enrollment, LaGrone must submit a plan to obtain the desired job-related degree to the City Administrator.
3. Prior to reimbursement for the completed course, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and shall provide receipts for tuition, books and/or any other expenses LaGrone desires reimbursement for.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by LaGrone, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Director of Public Safety portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and LaGrone is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of LaGrone's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify LaGrone against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of LaGrone's duties as the Director of Public Safety, except for any civil action or

proceeding brought against LaGrone for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of LaGrone under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

- A. The Council may fix other terms and conditions of employment, as it may determine from time to time relating to the performance of LaGrone, following consultations with him, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the agreement, the City Charter, the Code of the City of Oroville, or any other law.
- B. It is understood and agreed by City and LaGrone that LaGrone is an “at will” employee of the City appointed by the Council under the provisions of the City Charter. As such, LaGrone serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO LAGRONE: Billy F. LaGrone, at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of LaGrone.
- C. The agreement shall not be assigned by LaGrone or City.
- D. In the event that the City enters into an agreement for public safety, police, and/or fire services with another public agency or private company, all terms of this Agreement shall be renegotiated between the parties on or before the effective date of the services.
- E. The agreement shall not be modified without the written consent of LaGrone and City.
- F. If any provision, or any portion thereof contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion

thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held February 21, 2017.

CITY OF OROVILLE

BILLY F. LAGRONE

Linda L. Dahlmeier, Mayor

Billy F. LaGrone

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: OROVILLE HOSPITAL EXPANSION - FUNDING AGREEMENT WITH
LANDMARK HEALTHCARE FACILITIES, LLC**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider entering into a Funding Agreement with Landmark Healthcare Facilities, LLC (Landmark) for funding the contract planning and California Environmental Quality Act (CEQA) compliance services of ICF Jones & Stokes, Inc. (ICF) related to the expansion of the Oroville Hospital.

DISCUSSION

On October 28, 2016, the City's Community Development Department received a project application for the expansion of the Oroville Hospital. The existing Oroville Hospital facility and associated uses are located on two parcels: 013-260-068 and 013-260-080, totaling 13.0 acres. The new medical center wing and associated parking will encompass an additional eight parcels: 013-260-063, 013-190-002 through 005, 013-190-027, 013-190-028, and 013-190-055, totaling 2.8 acres. The proposed Project is intended to expand and modernize healthcare delivery which will allow Oroville Hospital to provide expanded patient care services to the City of Oroville and surrounding region. For a detailed project description, please see **Attachment A**.

The entitlement applications submitted and initial fees paid were as follows:

Description	Initial Deposit¹	Tech Fee²	Totals
Use Permit	\$2,889.98	\$173.40	\$3,063.38
Variance	\$2,317.52	\$138.05	\$2,445.57
Rezone	\$3,104.02	\$186.24	\$3,290.26
General Plan Amendment	\$3,946.84	\$236.81	\$4,183.65
Environmental Review	\$5,120.45	\$307.23	\$5,427.68
Totals	\$17,378.81	\$1,041.73	\$18,420.54

- 1) The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. When there are no funds

available, staff will cease to work on the project until additional funds are deposited. Any remaining funds once the permit is fully processed will be returned to the applicant. The initial deposit will be utilized to cover City staff time/materials and not consultant expenses.

- 2) Technology Cost Recovery Fee. This fee is a 6% charge on any project processed through the automated permitting system and is non-refundable.

To ensure a timely processing of the applications submitted, staff believes the best course of action is for the City to hire a planning consultant that will process the applications and conduct the appropriate level of environmental review in accordance with the CEQA Statute and Guidelines. The City has received five proposals which are being considered under a separate staff report. The action requested under this report is for the City to enter into a funding agreement with Landmark for funding the contract services of ICF, the preferred consultant of the Oroville Hospital and Landmark.

FISCAL IMPACT

The Community Development Department operates on a full cost recovery for processing of permits and the applicant will be responsible for fully funding the proposed contract with ICF Jones & Stokes, Inc. for approximately \$57,963, in addition to City staff time and materials as may be necessary.

RECOMMENDATION

Adopt Resolution No. 8581 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT WITH LANDMARK HEALTHCARE FACILITIES, LLC FOR FUNDING THE CONTRACT PLANNING AND CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES OF ICF JONES & STOKES, INC. RELATED TO THE EXPANSION OF THE OROVILLE HOSPITAL - (Agreement No. 3209).

ATTACHMENTS

- A – Project Description
- B – Resolution No. 8581
- C – Agreement No. 3209

1 PROJECT LOCATION

The Oroville Hospital Expansion (Project) is located on an approximately 15.8-acre project site, at 2767 Olive Highway/State Route 162 (SR 162) in the City of Oroville, Butte County, California, approximately 2 miles east of State Route 70 (SR 70). The site is bounded by SR 162 to the southwest, Gilmore Lane to the north (which terminates into Oroville Dam Boulevard to the west), and Medical Center Drive to the east and southeast. Refer to **Figure 1 – Vicinity and Location Map**.

The existing Oroville Hospital facility and associated uses are located on two parcels: 013-260-068 and 013-260-080, totaling 13.0 acres. The new medical center wing and associated parking facilities will encompass an additional eight parcels: 013-260-063, 013-190-002 through 005, 013-190-027, 013-190-028, and 013-190-055, totaling 2.8 acres. Refer to **Figure 2 – Parcel Numbers**.

The site is centered at about 39°30'22.91N latitude and -121°32'30.24"W longitude. The site is located in Section 17, Range 04E, Township 19N, Oroville USGS 7.5' Quad.

2 PROJECT OBJECTIVES

The proposed Project is intended to expand and modernize healthcare delivery which will allow Oroville Hospital to provide expanded patient care services to the City of Oroville and surrounding region. As the primary provider of healthcare services in the area, it is essential that services be updated to provide state-of-the-art care to the community.

The objectives of the proposed Project are:

1. Provide state-of-the-art care to the City of Oroville and Butte County in a manner that maximizes the benefits to health care delivery services by linking inpatient, outpatient, and physician office visits in an efficient and cohesive manner. Connect services using the most efficient layout possible on the existing site which will create an operationally efficient and cohesive medical facility.
2. Develop an integrated facility contiguous to the existing Hospital boundary that provides for expansion and growth of services including the addition of approximately 108 single occupancy patient beds.
3. To provide additional employment opportunities for the residents of the City of Oroville.
4. To increase Hospital operational efficiencies and capacity by providing expanded services including an Outpatient Surgery Center, Women's and Children's Center, Intensive Care Unit (ICU), and medical/surgical beds.
5. To provide an expanded first class medical facility that is easily accessed by individuals living within the primary service area of Oroville Hospital.
6. To fulfill the community's expectation of the Hospital to provide necessary patient care capacity to accommodate the expanding healthcare needs of a growing region.
7. To allow for uninterrupted operation of medical services currently provided at Oroville Hospital and maintain continuity of care.
8. To provide additional parking to meet the City of Oroville's developed standards published in the Oroville Municipal Code Section 17.12.070 Parking.
9. To replace existing utilities to accommodate the expansion.

10. Demolish existing buildings that are not currently used for medical purposes to create a contiguous and integrated medical facility.
11. To rezone contiguous parcels that will be part of the medical facility to PQ-Quasi Public to maintain consistency in zoning classifications.

3 EXISTING PROJECT SITE

3.1 GENERAL PLAN AND ZONING DESIGNATIONS

Parcel Number	General Plan Designation	Zoning Classification
013-260-068	Public (PU)	Public/Quasi-Public (PQ)
013-260-080	Public (PU)	Public/Quasi-Public (PQ)
013-260-063	Mixed Use (MU)	Corridor Mixed Use (MXC)
013-190-002 to 005	Mixed Use (MU)	Corridor Mixed Use (MXC)
013-190-055	Mixed Use (MU)	Corridor Mixed Use (MXC)
013-190-027 and 028	Mixed Use (MU)	Corridor Mixed Use (MXC)

3.1.1 General Plan

The 2030 General Plan Land Use designation for the project site parcels are Public (PUB) and Mixed Use (MU). Public (PUB) generally refers to schools, governmental offices, the Oroville Municipal Airport, local cemeteries and other facilities that have a unique public character, such as Oroville Hospital. Mixed use (MU) development allows or encourages different but compatible uses to be located in close proximity to each other. The MU designation allows for both residential and commercial uses. This designation applies to urban areas with major roads, adequate infrastructure and amenities to support higher densities. **Figure 3 – Planning.**

3.2 EXISTING OROVILLE HOSPITAL FACILITIES

3.2.1 Existing Oroville Hospital Facilities

Founded in 1962, Oroville Hospital is a private, non-profit corporation serving the citizens of the Oroville area and Butte County. The project site parcels consist of the Oroville Hospital facility including the main Hospital (APN 013-260-068); an administrative office building immediately to the south (APN 013-260-080); and a medical office building (APN 013-260-063). The Olive Pharmacy and the Crystal Medical Office Building/OroHealth Medical Plaza are located along the southern project area adjacent to SR 162.

3.2.2 Surrounding Land Uses

The 2030 General Plan Land Use designation for land surrounding the project site is Mixed Use (MU). Residential land uses are located west of the project site; Gilmore Acres and the Shadowbrook Health Care facilities are located to the north across Gilmore Lane; office and medical facilities are located along the eastern boundary, east of Executive Parkway; and commercial and retail uses are located to the south across Olive Highway/SR 162.

4 PROJECT DESCRIPTION

4.1 OVERVIEW

The Oroville Hospital Expansion Project will result in the addition of 108 beds through the development of a new 5-story medical center wing. The new facility would be located on the south side of the existing Hospital. The new medical center wing will operate 24/7 providing needed health care to the surrounding community. The new facility will provide an Outpatient Surgery Center, Women’s and Infant’s Center, ICU and two floors consisting of 70 new Medical/Surgical beds. The building will be an integral part of existing overall health services provided by Oroville Hospital and will operated under the Hospital license. The Project will consist of the following elements:

- A new 5-story medical center wing totaling approximately 158,900 square feet
- Demolition of a portion of the existing administrative office buildings
- Relocation of existing Liquid Oxygen facilities on the western edge of the site
- Demolition and replacement of existing utilities serving the existing Hospital
- Demolition of three existing residential/office buildings (along Olive Highway) to accommodate parking facilities and site improvements
- Access and parking improvements

4.2 PROJECT CHARACTERISTICS

4.2.1 General Plan Amendment/Rezone

Parcel 013-260-063 would change from a Mixed Use (MU) land use designation to Public (PU) and a Corridor Mixed Use (MXC) to Quasi-Public (PQ), **Figure 4 – Parcel for Rezone.**

Parcel Number	Existing General Plan Designation	Proposed General Plan Designation	Zoning Classification	Proposed Zoning Classification
013-260-063	Mixed Use (MU)	Public (PU)	Corridor Mixed Use (MXC)	Public/Quasi-Public (PQ)

4.2.2 Lot Line Adjustment/Parcel Merger

To accommodate the new medical center wing a lot line adjustment and/or parcel merger would be necessary so that the building does not cross parcel lines. A lot line adjustment and/or parcel merger are considered “ministerial projects” and are exempt from the requirements of California Environmental Quality Act (CEQA Section 15268). Lot line adjustments and parcel mergers do not cause any physical changes to the project site and are not discretionary actions.

4.2.3 Variance

The PQ zone allows for a maximum building height of 50 feet. Given that the height of the new medical center wing is 85 feet above the adjacent grade, the facility will require a variance by the City.

4.2.4 Use Permit

4.2.4.1 Site Plan

The new medical center wing will be located south of the existing Hospital facility. The proposed building is a 5-story rectangular structure, approximately 85-feet in height. The building will serve as the primary entrance to the Hospital.

Site access to the new wing will be provided from Medical Center Drive utilizing the same site access aprons of off Olive Highway/SR 162. Parking will be added along the southern and western portion of the site, refer to Internal Circulation Section below.

The new medical center wing will be connected to the existing Hospital on two levels. All utilities for the new facility will be contained within the new building. The west end of the building will contain MEP rooms and an exterior equipment yard for chillers, a cooling tower, generator and fuel tank. Additional mechanical equipment will be located on the roof in a screened enclosure. The Project is designed to minimize excavation and earthwork, it is assumed that no net export of fill from the site will be required.

4.2.4.2 Building Design

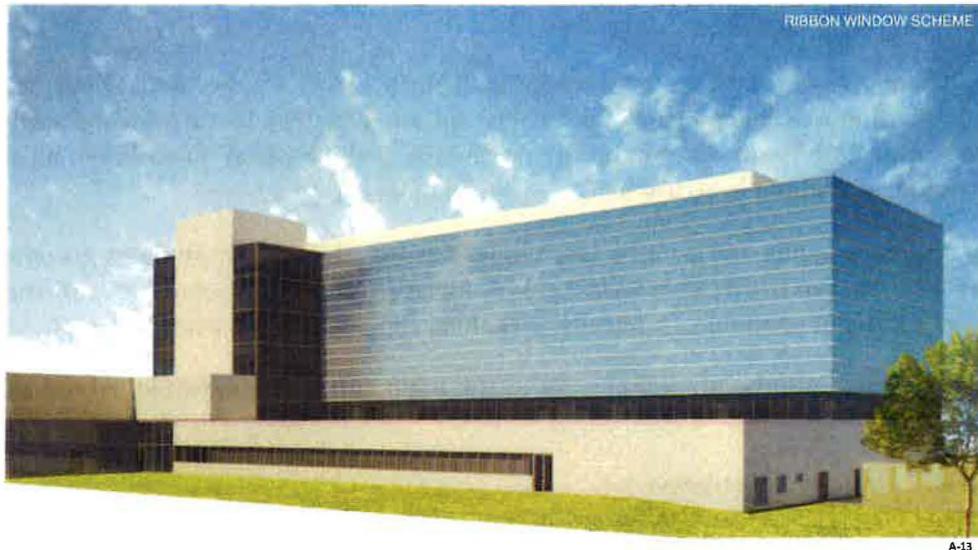
The new medical center wing façade will consist of glass and will use special glazing features to emphasize the main entrance on the south face and as an identifying feature on the west face. The west and north facades will be anchored at the first floor levels by a stone or cementitious base material with glazed walls above. The roof equipment screen will be a metal screen wall assembly.

The entrances are demarcated by cantilevered glass canopy structures designed to reinforce/identify the main entrance and provide weather protection for patients being dropped off or picked up at the facility. A roof garden has been identified for the lower roof of the facility providing a secure ambulation area for mothers directly adjacent to the second floor Women’s and Infant’s Center.

The building will be designed with high performance glazing to minimize energy consumption and to meet Title 24 requirements for Hospital energy usage as well as CalGreen requirements.



View Looking Northwest



View Looking Southeast

The overall building is organized as follows:

First Floor

- New Hospital entrance with two story atrium and public spaces including waiting.
- Secondary east entry
- Connection to existing Hospital
- Inpatient and Outpatient Prep / Recovery
- Outpatient Procedure Center (8 procedure rooms)
- Main mechanical and electrical rooms
- Service utility yard
- Access to gardens between new and existing buildings

Second Floor

- Women's and Infant program including 5 Post-Partum Beds and 9 LDRP Beds
- Connection to existing Hospital
- Roof garden

Third Floor

- 24 ICU Beds (two 12-Bed units)

Fourth and Fifth Floors

- 35 Bed Medical/Surgery unit on each floor

Roof

- Mechanical equipment in screened enclosure

4.2.4.3 Landscaping

The Project includes several landscaped outdoor spaces, including a large landscaped healing garden between the new and existing wings of the facility, an entry garden feature on the east face of the building, and a large green roof element on the north face of the building. In addition, all parking areas will be landscaped and lighted in accordance with city planning requirements.

Landscaping on the grounds and parking lots would consist of trees, shrubs and groundcover. Plant material would be chosen for its compatibility with macro/microclimatic conditions of the region and site, tolerance of drought conditions, longevity, screening capabilities and overall attractiveness.

Enhanced paving would also be utilized in front of the main entrance and would extend along outdoor walkways.

4.2.4.4 Internal Circulation

Medical Center Drive will provide primary access to the new wing as well as the central portion of the project site. Improvements to the existing driveway on Olive Highway/SR 162 would provide vehicular egress from the new medical wing and new parking facilities to Olive Highway/SR 162. Access to the northern portion of the site is provided via Gilmore Lane, which connects to Oroville Dam Boulevard (an east-west connector to State Route 70).

Parking facilities will be developed to support both new and existing functions on the overall Hospital campus. New parking will be provided along the western portion of the project site to replace existing parking being removed for the new medical center wing. Remaining parking facilities will be reconfigured to improve connections between existing and new parking lots. The proposed Project would provide a total of 194 parking spaces.

4.2.4.5 Lighting

Exterior lighting would be provided within the parking lots on the project site. Proposed lighting would be designed so that the lights are shielded or directed in such a way that there would be no impact on the adjacent land uses or nearby residences. In addition to the exterior lighting fixtures, the project site would include additional low-level lighting for security and identification purposes.

4.2.5 Infrastructure and Utility Improvements

4.2.5.1 Storm Drainage

The project site is within a storm drainage tributary basin that has seen flooding in low lying areas adjacent to open channel flow and the City of Oroville storm drainage detention basins. As a result of this flooding and the new state required Low Impact Design (LID) requirements for storm water include both quantity and quality improvements on-site. The southern half of the Hospital drains to two storm drainage lines crossing Olive Highway/SR 162 that are connected to the Hospital's storm drainage system, consisting of 24" and 30" lines. The existing capacities of these offsite pipes are adequate for their existing basins. A majority of the new medical center wing's storm water will be directed to the 24" western pipe crossing.

PROJECT DESCRIPTION

Prior to leaving the site, storm water will be treated and detained. The concept design has located five areas where bio-cells would be constructed to accept surface runoff. The bio-cells will detain storm water allowing them to filter through prepared media (sand and compost blend) removing constituents while giving plants and native soils opportunity to absorb runoff. Remaining runoff will be collected by underdrains and discharged to the existing Olive Highway storm water crossings.

4.2.5.2 Sanitary Sewer

Sewer mains exist in the area of the Project including a looped 6" main to the west of the new wing that serves portions of the existing Hospital and the upper building that is being removed to accommodate the proposed Project as well as many of the residential houses to the west.

The proposed Project would result in a new connection to the existing 15" sewer line in Olive Highway. The new line would be 8" and equipped with an emergency sewer overflow storage tank (as require by OSHPD) per plumbing plans. Connection to the Olive Highway/SR 162 sewer line will require a CalTrans encroachment permit.

4.2.5.3 Water: California Water Service Company

There is an existing 8" Cal Water line in Olive Highway/SR 162 as well as one to the north of the Hospital in Gilmore Lane. The eastern edge of the Hospital property is also the eastern boundary of the Cal Water service area. A Cal Water hydrant test on Gilmore Lane indicates that water pressures are steady in the area and typically around 65 psi. The new medical facility wing will require both a reserve water storage supply and at least 6" domestic water line with booster pumping (to provide pressure to upper floors). To achieve this, the Project is proposing a new meter on Olive Highway/SR 162 nearest to the southwest corner of the new wing. It is anticipated that this service will supply both the new wing and a portion of the existing Hospital.

Separate from the domestic water system there is a private Hospital owned fire loop that connects backflow protected fire extensions on Gilmore Lane and Olive Highway and loops around the Hospital providing private fire hydrants and services to fire sprinklers. The new wing will require the re-routing of this fire loop around the building and the setting of approximately two new fire hydrants to maintain a 300' +/- hydrant separation on the existing and new areas.

4.2.5.4 Gas Service

There is an existing 2" gas main along the north side of Olive Highway/SR 162 with a 2" branch line running north adjacent to existing overhead pole just to the west of the proposed medical center wing. This north running gas main serves a portion of the Hospital as well as the buildings being removed directly under the new wing footprint. Gas service to the new wing will be provided from the existing 2" main onsite.

4.2.5.5 Electrical Service

Existing overhead electrical lines run north and south on the western edge of the property. Existing drop poles route the main power to the front (south side) of the existing Hospital. These underground lines will be relocated to accommodate the new medical center wing. Electrical service will come from the existing drop pole and/or adjacent underground electrical box near the west side of the project site.

4.3 PROJECT PHASES

The Project is a single phase project with preparatory efforts preceding the new medical center wing development as follows:

Make-ready projects:

- Existing office building demolition, Hospital canopy demolition and pad preparation
- Relocation of existing utilities including electricity, phone, water, sewer and storm drainage
- Relocation of existing liquid oxygen facility
- Installation of new driveways as required to maintain fire access
- Construct new medical center wing
- Reconfigure parking and access improvements

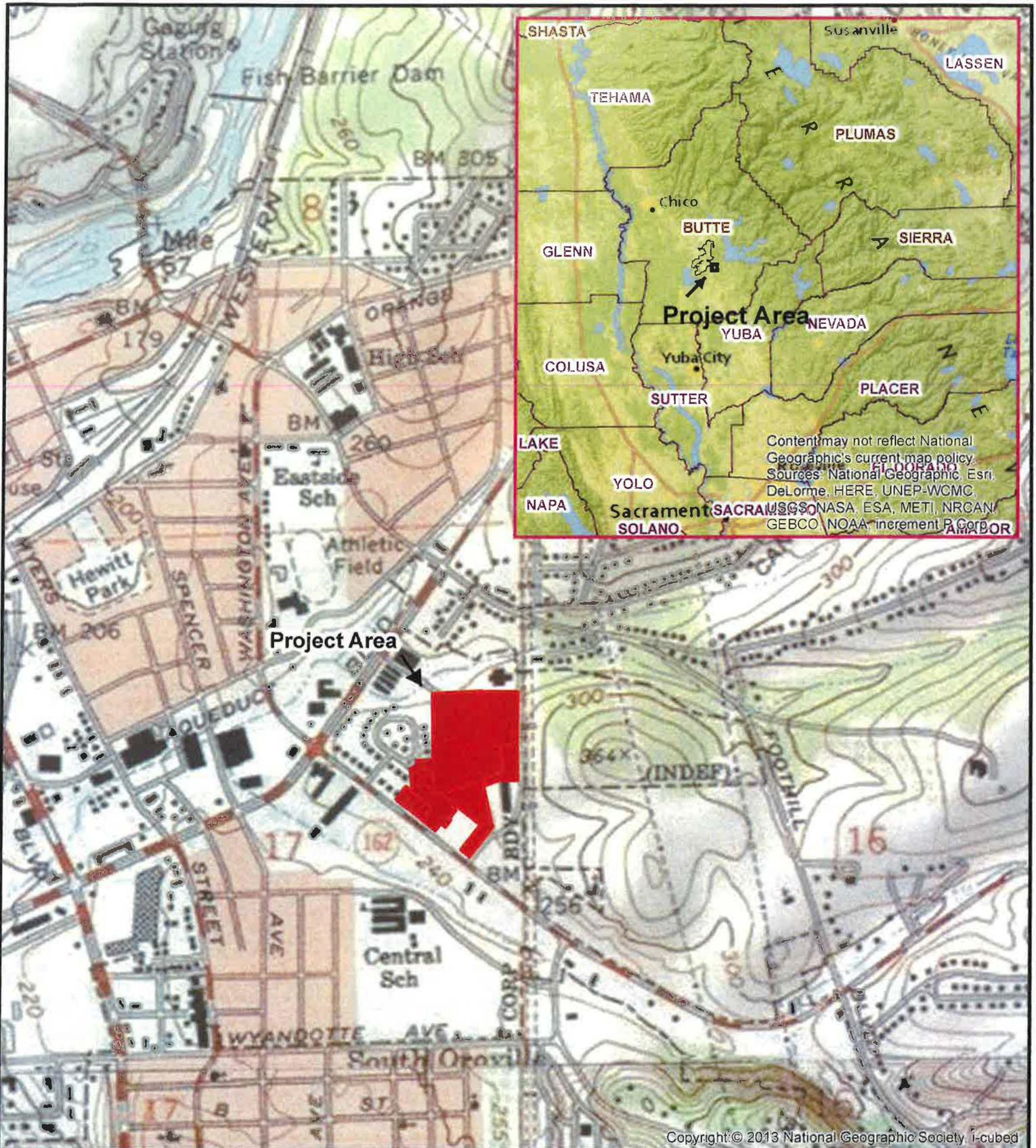
5 REQUIRED PERMITS AND APPROVALS

The Oroville Hospital Expansion Project will need to acquire the following approvals to proceed with the Project:

- General Plan Amendment/Rezone
- Use Permit
- Variance
- Lot Line Adjustment and/or Parcel Merger
- Demolition Permit
- Art Installation

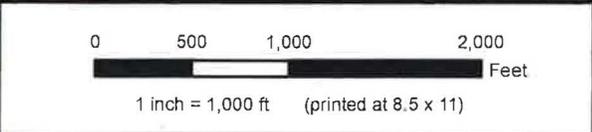
In addition to the above, other permits or approvals that will likely be required for the proposed Project include:

- Office of Statewide Health Planning and Development (OSHPD)
- National Pollutant Discharge Elimination System (NPDES) Construction General Permits for grading activities of 1-acre or larger.
- California Department of Transportation (Caltrans) Encroachment Permit



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Legend	
	Project Area
Project APNs:	
013-190-002	013-190-028
013-190-003	013-190-055
013-190-004	013-260-063
013-190-005	013-260-068
013-190-027	013-260-080



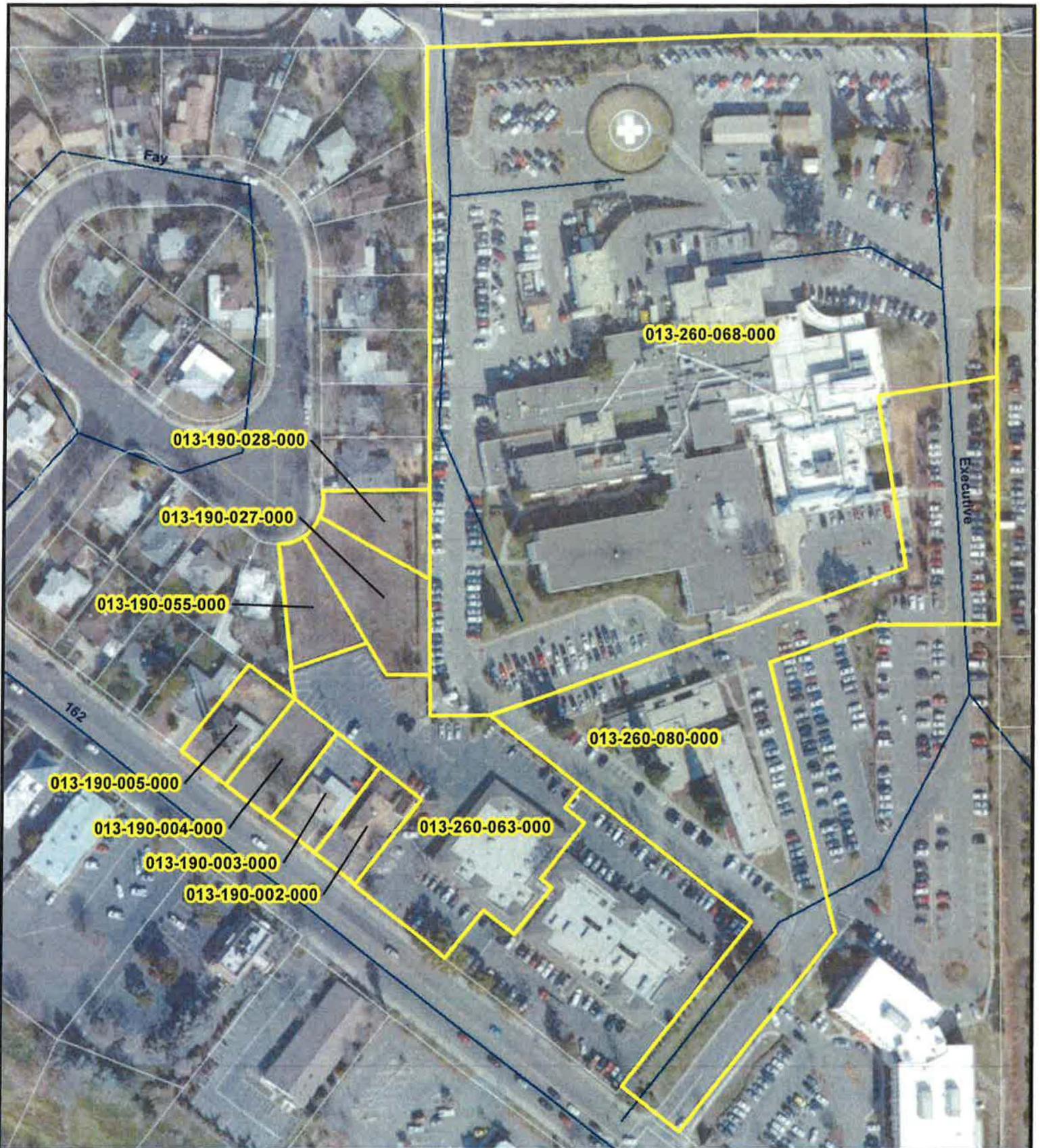
Imagery Source: USGS Topo Inset Imagery: National Geographic		Within Section 17 Range 04E, Township 19N Oroville USGS 7.5' Quad
Map Date: August 22, 2016	NSE Project # 15-183 / 16-007	Drawn By: C.JW

Figure 1: Location Map

Oroville Hospital New Medical Center Wing
- City of Oroville, Butte County, CA -

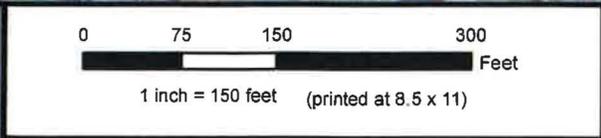
... Designing Solutions

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Legend	
	Project Parcels
	Butte County Parcels
	Butte Co. Roads

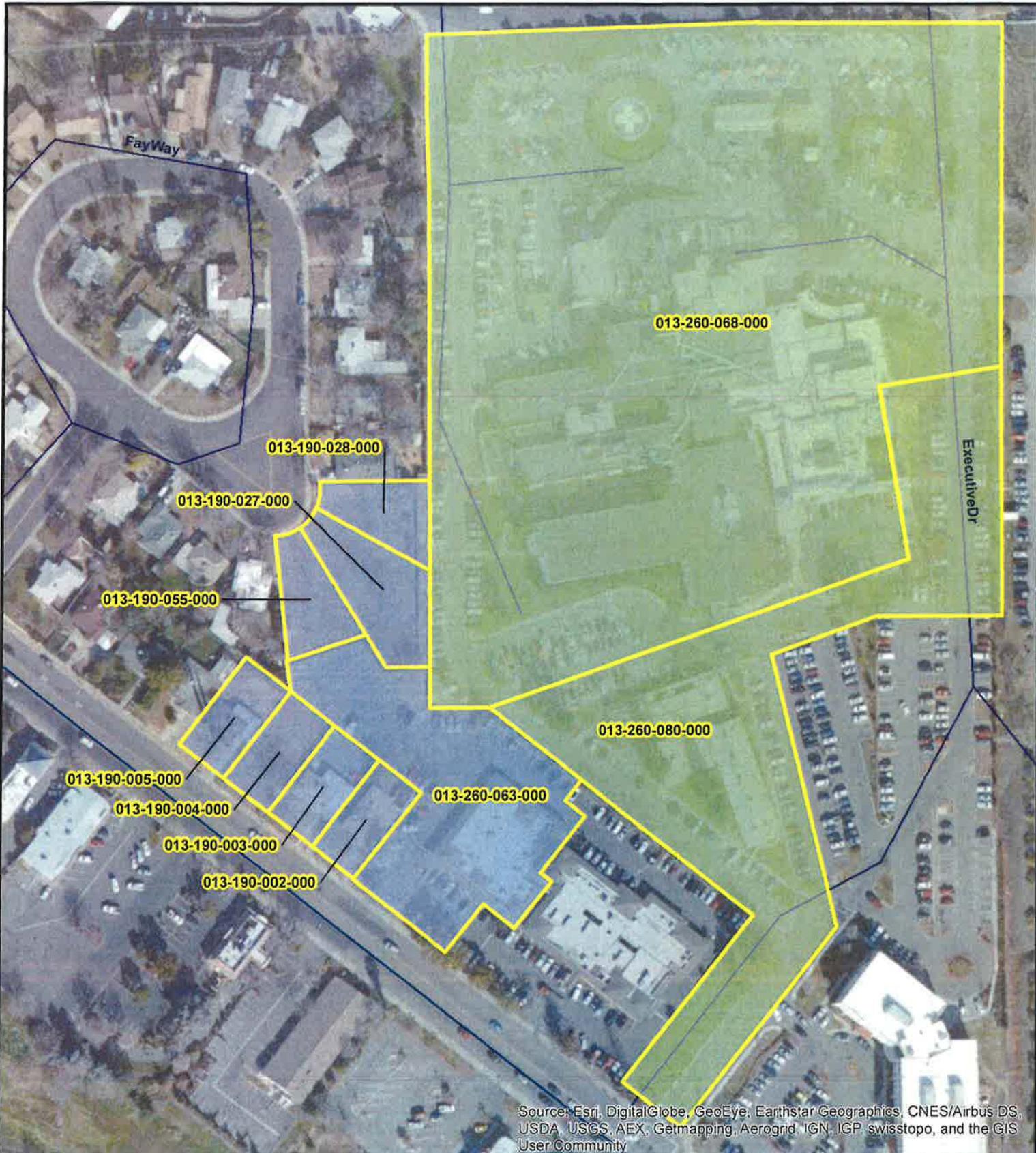
Project APNs:	
013-190-002	013-190-028
013-190-003	013-190-055
013-190-004	013-260-063
013-190-005	013-260-068
013-190-027	013-260-080



Imagery Source: ESRI, USDA FSA (July 2014)		Within Section 17 Range 04E, Township 19N Oroville USGS 7.5' Quad
Map Date: August 22, 2016	NSE Project #s 15-183 / 16-007	Drawn By: CJW

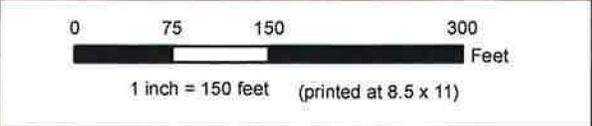
Figure 2 - Project Parcels
 Oroville Hospital New Medical Center Wing
 - City of Oroville, Butte County, CA -

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Source: Esri, DigitalGlobe, GeoEye, EarthStar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

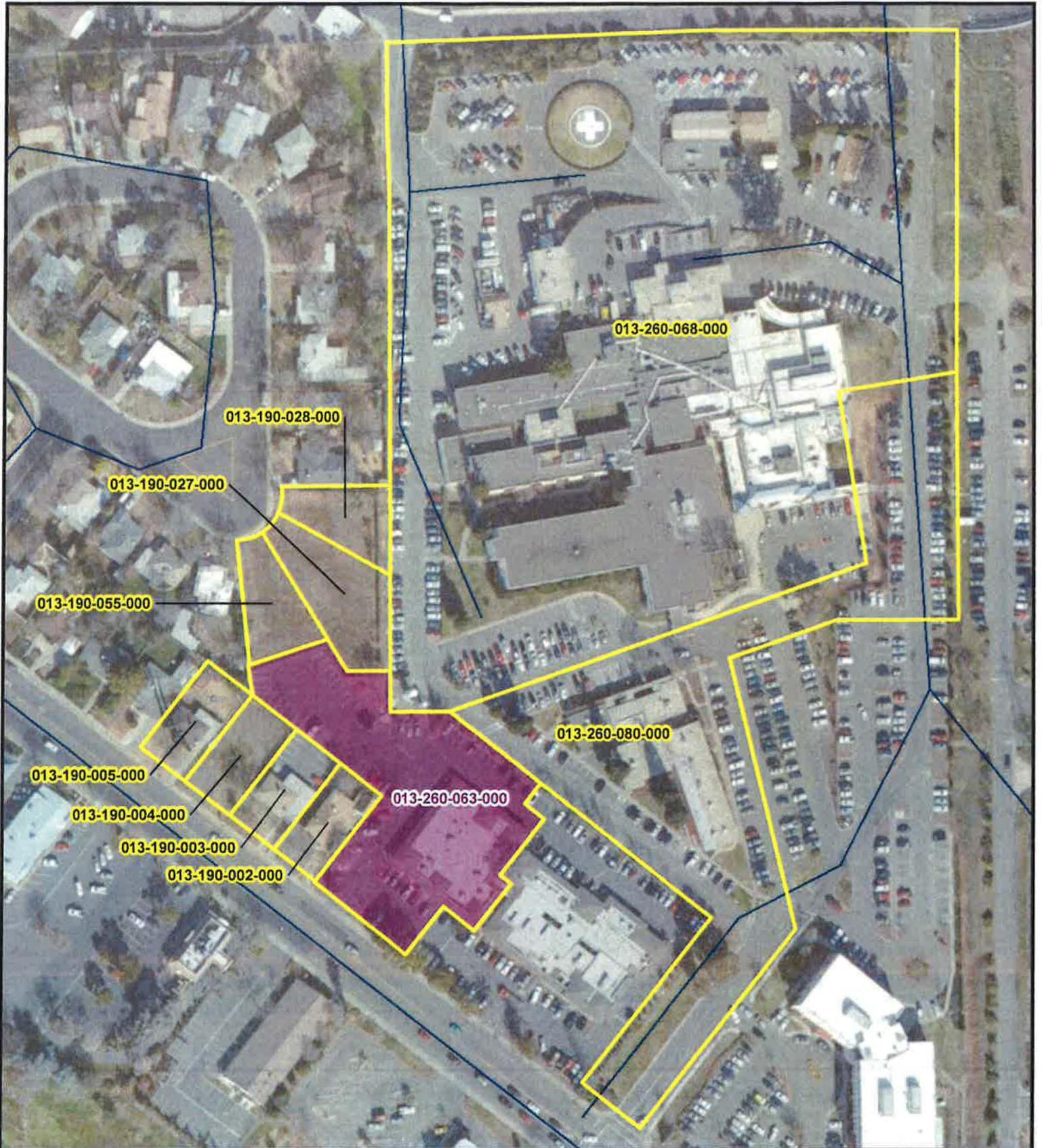
Legend	General Plan
Butte Co. Roads	MU
Project Parcels	PUB
Project APNs:	
013-190-002	013-190-028
013-190-003	013-190-055
013-190-004	013-260-063
013-190-005	013-260-068
013-190-027	013-260-080



Imagery Source: ESRI, USDA FSA (July 2014)		Within Section 17 Range 04E, Township 19N Oroville USGS 7.5' Quad
Map Date: August 22, 2016	NSE Project #s 15-183 / 16-007	Drawn By: CJW

Figure 3 - General Planning
Oroville Hospital New Medical Center Wing
- City of Oroville, Butte County, CA -

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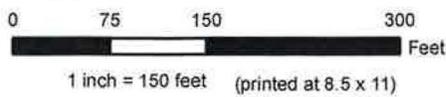


Legend

- Project Parcels
- Rezone MXC to PQ
- Butte Co. Roads

Project APNs:

013-190-002	013-190-028
013-190-003	013-190-055
013-190-004	013-260-063
013-190-005	013-260-068
013-190-027	013-260-080



Imagery Source:
ESRI, USDA FSA
(July 2014)



Within Section 17
Range 04E, Township 19N
Oroville USGS 7.5' Quad

Map Date:
August 22, 2016

NSE Project #s
15-183 / 16-007

Drawn By:
CJW

Figure 4 - Parcel for Rezone

Oroville Hospital New Medical Center Wing
- City of Oroville, Butte County, CA -



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**CITY OF OROVILLE
RESOLUTION NO. 8581**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT WITH LANDMARK HEALTHCARE FACILITIES, LLC FOR FUNDING THE CONTRACT PLANNING AND CEQA COMPLIANCE SERVICES OF ICF JONES AND STOKES, INC. RELATED TO THE EXPANSION OF THE OROVILLE HOSPITAL

(Agreement No. 3209)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Funding Agreement with Landmark Healthcare Facilities, LLC for contract planning and CEQA compliance services of ICF Jones & Stokes, Inc. related to the expansion of the Oroville Hospital and as specified in the attached agreement.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE
AND LANDMARK HEALTHCARE FACILITIES, LCC.**

THIS AGREEMENT ("Agreement") entered into on February 23, 2017, by and between the City of Oroville ("City") and Landmark Healthcare Facilities, LLC. ("Developer") shall be effective upon the date of the City's full execution of this Agreement by the parties.

RECITALS

- A. Developer represents that it has sufficient control and authority to enter into this Agreement, of certain real property located in the City of Oroville (APN: 013-260-063, 068, 080 and 013-190-002, 003, 004, 005, 027, 028, and 055), as is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property").
- B. Developer has submitted applications for a Conditional Use Permit, Variance, General Plan Amendment and Rezone associated with the Oroville Hospital Expansion ("Project").
- C. The proposed Project is intended to expand and modernize healthcare delivery which will allow Oroville Hospital to provide expanded patient care services to the City of Oroville and surrounding region.
- D. The Community Development Department operates on a full cost recovery basis and requires the Developer to pay the full cost of new development.
- E. Developer recognizes that the City intends to hire a Consultant to allow for the expedited processing of the proposed project by this Agreement, and the parties intend for Developer to fund the full cost of the project. The Consultant's Scope of Services and Cost Estimate are identified in **Exhibit B** attached hereto and incorporated herein by reference.
- F. By this Agreement the parties set forth their agreement with respect to the funding of Staff and Consultant and their respective obligations.

AGREEMENT

Developer agrees to pay to City the amounts provided herein to fund the Staff and Consultant under this Agreement according to the following terms and conditions:

- 1. Deposit Account
 - a. All deposits made by Developer hereunder shall be held by City in a special account for the benefit of this Project (the "Deposit Account"), the principal and interest of which may only be utilized by City for the sole purpose of reimbursing actual costs incurred by City for Staff and Consultant Services.

- b. City shall withdraw such funds from the Deposit Account as are necessary to pay for Staff and Consultant Services.
- c. Notwithstanding subsection (a) above, if at any time, City notifies Developer that the Deposit Account has a balance of less than \$10,000.00; Developer shall provide the necessary funds to the Deposit Account within ten (10) days to restore the amount that City holds to no less than \$10,000.00. In the event that Developer fails to make any additional deposit, the City may immediately (without notice) suspend work on the project and direct Consultant to do the same.
- d. The City shall maintain records documenting the time spent by the City's Staff and the Consultant, and such records shall be available for Developer review on a reasonable basis.
- e. Upon payment of the final costs for the Staff and Consultant Services, City shall refund to Developer the amount remaining in the Deposit Account, if any.

2. City Discretion Unimpaired

- a. Developer understands and agrees that nothing herein is intended to limit the discretion of the City in the consideration of whether to approve the development of the Property.
- b. Developer understands that the work to be performed by Staff and the Consultant pursuant to this Agreement will be done in accordance with City direction. City Staff and Consultant shall work directly for the City and shall be responsible only to the City.
- c. There is no assurance to Developer that any final recommendation or approval made in conjunction with processing the Project applications and appropriate level of environmental review will benefit Developer.
- d. Any documents prepared or compiled by Staff and Consultant shall be and remain the property of City and copies will be made available to the Developer.

3. Time of the Essence; Maintenance of Schedule

The City understands that Developer's commitment herein to the funding of the Staff and Consultant is expressly conditioned on the timely processing of the project applications and appropriate level of environmental review. Accordingly, so long as Developer timely provides all payments, documents, studies, and other information deemed reasonably necessary by City in connection with processing the proposed application, the City will use reasonable efforts to adhere to the schedule identified

in **Exhibit B**. Should the Staff and Consultant be unreasonably delayed, Developer may notify the City in writing of its election to terminate this Agreement in accordance with Paragraph 4(b) below and shall make no further contributions to the Deposit Account subject to satisfaction of 4(b) below.

4. Termination

- a. By City. City may terminate this Agreement at any time if Developer fails to comply with the terms of this Agreement. Before terminating this Agreement, City shall give Developer not less than fifteen (15) days written notice of its intent to do so and shall afford Developer the right to cure its default in its performance during said period. City may stop Consultant work during this time.
- b. By Developer. Developer may terminate this Agreement at any time by (a) giving notice to City that it is entirely withdrawing its application for the requested entitlements, and (b) giving City written notice of its election to terminate this Agreement. The termination of this Agreement by Developer shall not relieve Developer of any obligation to make the deposits or otherwise reimburse the City for reimbursable costs and liabilities that City has incurred before the effective date of the receipt of said notice of termination. Developer shall reimburse City for all such obligations; provided, however, that City shall not incur additional liabilities for such services after receiving written notice from Developer of its election to terminate this Agreement. Upon such termination, City may use funds provided by Developer to discharge all liabilities that City has incurred for the Staff and Consultant contemplated by this Agreement. After termination, any portion of funds advanced by the Developer to the City, not used by the City for Staff and Consultant shall be returned to Developer.

5. General Provisions

- a. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement. All Recitals are hereby incorporated herein as if they are contract provisions. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.
- b. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

- c. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors, assigns, devisees and personal representatives of the parties.
- d. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties to this Agreement.
- e. No Third Party Beneficiaries. This agreement does not create any rights in persons who are not a party to this agreement.
- f. Notices. Notices, demands, correspondence, and other communications to City and Developer shall be deemed given if dispatched by prepaid, first-class mail to the following addresses:

Notice to Developer:

**Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202
Attention: Nicholas L. Congdon, Project Manager**

Notice to the City:

**City of Oroville
Community Development Department
1735 Montgomery Street
Oroville, CA 95965
Attention: Donald Rust, Director**

Either party may advise the other party, in writing, of any other mailing address to which such notices shall be given. Nothing contained in this Section 5(f) prevents the parties from effecting delivery by personal service.

- g. Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action by any party to this Agreement shall be brought in the appropriate court of competent jurisdiction within the County of Butte, State of California, or the United States District Court, Eastern District of California notwithstanding any other provision of law, which may provide that such action may be brought in some other location.
- h. Definition of Days. "Days" as used in this Agreement, means calendar days. If the last day to perform an act under this Agreement is a Saturday, Sunday or Legal Holiday of the State of California, said act may be performed on the next succeeding calendar day that is not a Saturday, Sunday, City furlough,

or Legal Holiday of the State of California and in which the Oroville City Hall offices are open to the public for business.

6. Third Party Challenges. The City shall not be required to defend any third party claims and/or suits challenging any action taken by the City with regard to any procedure or substantive aspect of the City's consideration, approval of development of the Project, the environmental process, or any other actions related to the proposed uses of the Property. The Developer may, however, in its sole and absolute discretion appear as real party in interest in any such third party action or proceeding. Short of conducting its own separate defense and incurring its own attorneys' fees, the City shall cooperate with Developer in its defense in any such action or proceeding. Before retaining its own separate legal counsel, the City shall meet and confer with the Developer to determine the feasibility and advisability of mounting a joint defense in defending any entitlements granted by the City. In deciding whether to agree to a joint defense, the City can identify any conflicts of interest or other reservations it might have with respect to the attorneys proposed by the Developer. If the City defends such action or proceeding, the Developer shall pay to the City whatever attorneys' fees and litigation costs, including those for depositions and expert witnesses in their entirety, as may be incurred by the City in defense of such action or proceeding, provided that in no event shall the Developer be required to pay or to reimburse the City for any future attorneys' fees after the Developer has chosen not to defend the entitlements granted pursuant to this Agreement. The Developer may at any time notify the City in writing of the Developer's decision to terminate such reimbursement obligation and, thereafter, in the event that the City decides to continue the defense of such third party action or proceeding the Developer shall have no further obligation to reimburse the City for the City's attorneys' fees. The City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate. Notwithstanding any other provision contained herein, the Developer shall reimburse City in the event any award of Court Costs or attorneys' fees is made against City in favor of any third party challenging either the sufficiency of an EIR or the validity of the City's actions relating to the Project.
7. Indemnity. Developer agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorneys' fees, costs and expenses in connection therein), arising from any party's performance of this Agreement or failure to comply with any obligations contained in this Agreement.
8. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party.

/

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IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first set forth above.

CITY OF OROVILLE

LANDMARK HEALTHCARE FACILITIES, LLC

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

Business License #: _____
Tax ID No.: _____

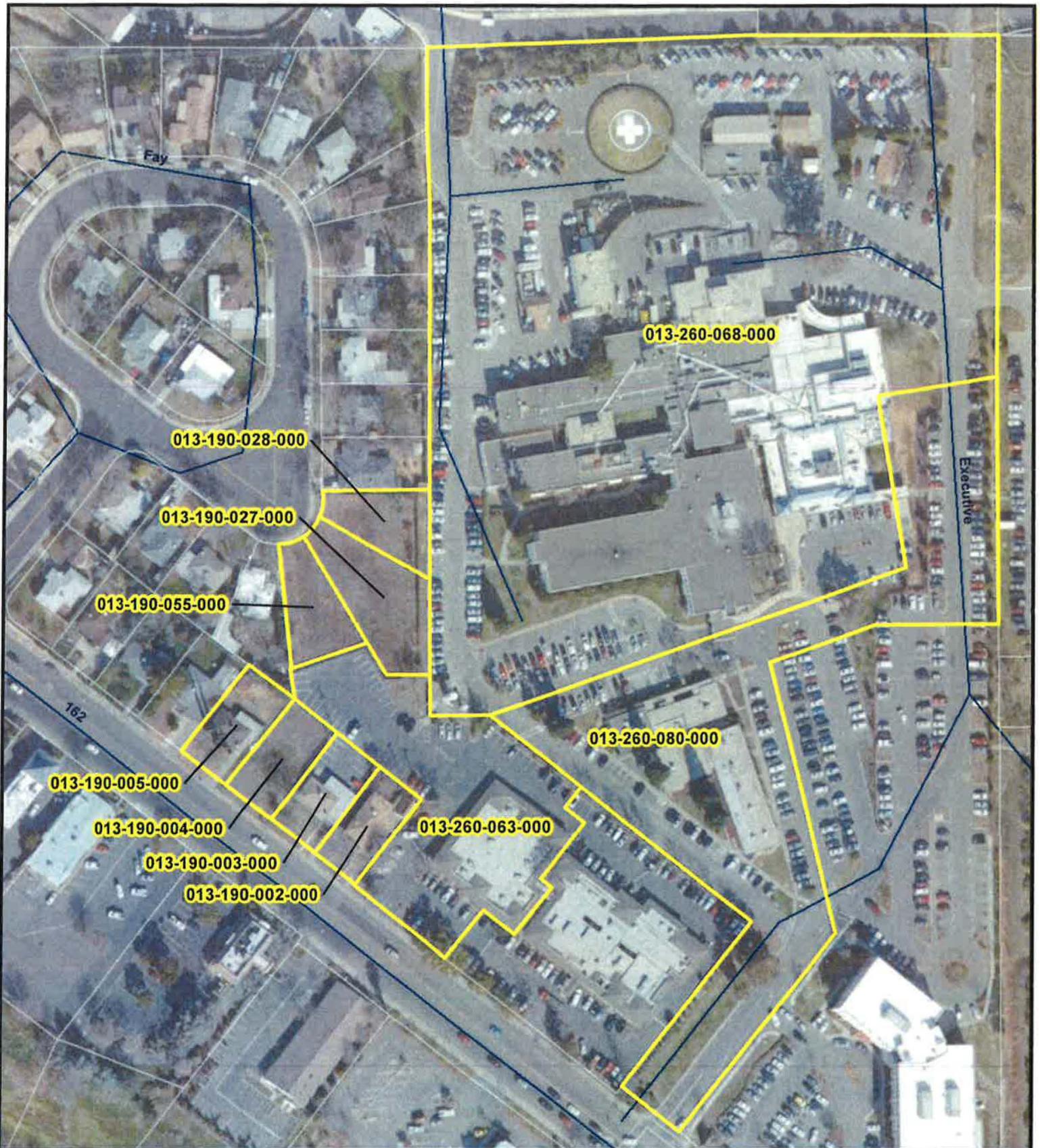
ATTEST:

By: _____
Donald Rust, Acting City Clerk

ATTACHMENTS

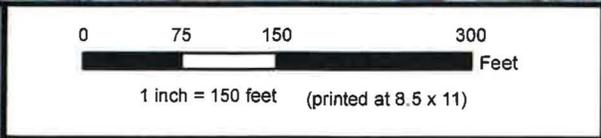
Exhibit A: Project Parcels

Exhibit B: Scope of Services and Cost Estimate



Legend	
	Project Parcels
	Butte County Parcels
	Butte Co. Roads

Project APNs:	
013-190-002	013-190-028
013-190-003	013-190-055
013-190-004	013-260-063
013-190-005	013-260-068
013-190-027	013-260-080



Imagery Source: ESRI, USDA FSA (July 2014)		Within Section 17 Range 04E, Township 19N Oroville USGS 7.5' Quad
Map Date: August 22, 2016	NSE Project #s 15-183 / 16-007	Drawn By: CJW

Figure 2 - Project Parcels
 Oroville Hospital New Medical Center Wing
 - City of Oroville, Butte County, CA -

... Designing Solutions
 111 MISSION RANCH BLVD., SUITE 100 CHICO, CA 95926
 PHONE: (530) 893-1600 - www.NorthStarEng.com - © NorthStar



January 12, 2017

Nicholas L. Congdon
Project Manager
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Subject: Response to Oroville Health Hospital Expansion Project CEQA City Planner RFP

Dear Mr. Congdon,

Thank you for asking ICF Jones & Stokes, Inc. (an ICF company, hereafter "ICF") to submit a proposal to perform planning and environmental work for this important project. We understand that you will be submitting proposals to the City of Oroville for their consideration.

ICF is pleased to propose to assist the City of Oroville in processing the application and preparing the Initial Study/Mitigated Negative Declaration for the Oroville Hospital Expansion project. ICF has the best qualifications and staff resources to complete the analysis efficiently and quickly, with the highest level of CEQA compliance. ICF's deep bench of planners, environmental specialists and technical experts provides flexibility in completing the environmental analysis. With the addition of Fehr and Peers to our team, our team will comprise all required technical specialties. Should unexpected issues arise, the necessary technical experts will be available in-house, without the need to contract with additional subcontractors. The enclosed cost proposal reflects the services requested in the scope of work provided to ICF on December 28, 2016. We understand that it is anticipated that the environmental document for the project will be Mitigated Negative Declaration. In addition to the staff work and environmental document preparation, as requested in the RFP, our scope of work includes substantial technical effort in specific areas to ensure that the findings for a Mitigated Negative Declaration can be supported. This approach is based on our current understanding of the project and City's approach.

The ICF team is available and ready to start work upon authorization. This proposal is valid for a period of 120 days, at which time ICF reserves the right to revise the contents or extend the validity date, if needed.

ICF looks forward to negotiating mutually acceptable terms and conditions. We look forward to discussing our approach and proposal with you and the City. Please contact Sally Zeff at sally.zeff@icf.com or 916.737.3000.

Sincerely,

A handwritten signature in blue ink that reads "Trina L. Prince".

Trina L. Prince
Contracts Administrator



Oroville Hospital Expansion Project

Submitted to:
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Submitted by:
ICF, Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, CA 95814

January 12, 2017



This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

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INTRODUCTION



ICF Jones & Stokes, Inc. (an ICF company hereafter referred to as ICF) is a global consulting and technology services provider with more than 5,000 professionals focused on making big things possible for our clients. We are business analysts, policy specialists, technologists, researchers, digital strategists, social scientists and creatives. Since 1969, government and commercial clients have worked with ICF to overcome their toughest challenges on issues that matter profoundly to their success. Engage with us at icf.com.

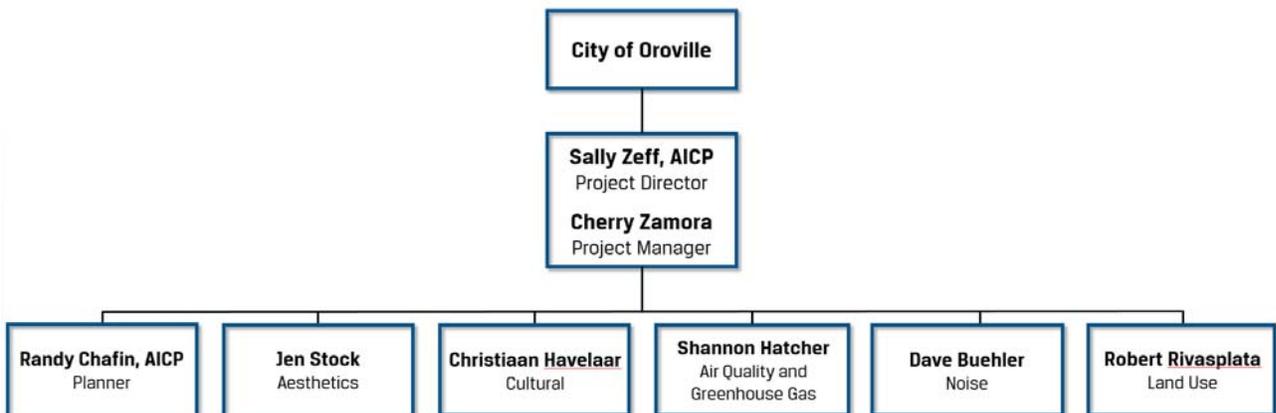
Our team includes experts in planning and environmental documentation. This project would be staffed by ICF's Sacramento office which has in-house specialists in land use, air quality, noise, cultural resources, biology, water quality, and mapping.

The ICF Team

Our approach for this effort will focus on efficient project application processing and CEQA document preparation. ICF staff proposed for this project have substantial experience both as city planners and as environmental and planning consultants, and, in combination with ICF's full range of in-house expertise, will ensure that the planning and environmental analysis for the project will be completed quickly and in full compliance with the requirements of CEQA. We have recent experience preparing Initial Study/Mitigated Negative Declaration documents for a wide range of projects in a short time frame and for a reasonable cost. Our organizational chart outlining our proposed staff follows, followed by resumes of each key team member at the end of this proposal.

Our proposed team will be led by Sally Zeff, AICP, and Cherry Zamora, experienced planners and environmental consultants. Randy Chafin, AICP, will provide planning services. They will be supported by technical experts in our Sacramento office, and Fehr and Peers, a frequent teaming partner and top traffic consulting firm with strong CEQA experience.

Organizational Chart



Key Staff Resumes

Please find the resumes of the Key Staff members in the Appendix.

Project Experience

The following summarizes selected relevant project experience. ICF has prepared thousands of CEQA documents for a wide variety of projects, ranging from Exemptions to large EIS/EIRs.

Client Name & Title	City of Menlo Park – Facebook Campus Expansion Project Environmental Impact Report
Address	701 Laurel Street, Menlo Park CA 94025
Project Overview	Hibiscus Properties, LLC, an affiliate of Facebook, Inc., is proposing to redevelop an existing approximately 58-acre industrial site, known as the TE Connectivity Campus, by demolishing existing onsite buildings and landscaping and constructing two new office buildings and a hotel. The project expands the existing Facebook Campus. The two proposed office buildings (Buildings 21 and 220 would encompass approximately 962,400 gross square feet (gsf). The hotel would be a 200-room limited-service hotel with approximately 174,800 gsf. Development of the office buildings and hotel would result in a net increase of approximately 121,300 gsf at the project site.

Client Name & Title	City of Oroville – General Plan and General Plan Environmental Impact Report
Address	1735 Montgomery Street, Oroville, CA 95965
Project Overview	As a subconsultant to DCE Planning, ICF prepared a complete set of background working papers to document existing conditions related to Air Quality, Biological Resources, Cultural Resources, and Noise that were used to develop the related General Plan elements and EIR setting sections. The working papers addressed the topics covered by each of the General Plan mandatory and optional elements (existing and proposed) proposed to be updated. ICF also collaborate with DCE Planning in the review and preparation of General Plan policies relevant to these resource areas and prepare the resource-specific chapters of the General Plan Program EIR.

Client Name & Title	Los Angeles County Public Works Department - LAC+USC Medical Centers Environmental Documentation
Address	900 S. Fremont Avenue, Alhambra, CA 91803
Project Overview	The LAC+USC Medical Center (Center) is a world-class, Level-One trauma center and a hub in the County of Los Angeles healthcare system serving 10 million county residents. The Center, which dates back to 1878, occupies 76 acres northeast of downtown Los Angeles in a low-income and minority community and contains the landmark, iconic, and historic General Hospital building as well as a number of other historic buildings on the campus. The LAC+USC Medical Center Master Plan (Master Plan) will serve as a vision and guide for future development of up to 1.25 million square feet of new outpatient clinics, medical office, research and development space, and other ancillary facilities plus 450 new hospital beds, parking structures, and community open space over the next 25 years. ICF was responsible for preparing the CEQA Program EIR for the Master Plan under the direction of staff from the County of Los Angeles Department of Public Works (LACDPW), a long-term key client for ICF.

PROJECT UNDERSTANDING

Project Objectives

ICF understands that the Oroville Hospital Expansion project proposes a new medical center wing and associated parking facilities to expand and modernize services to the City and surrounding region. ICF understands that this is an important and highly visible project for the City and the applicant, and that the City needs the application and environmental review process to be completed in a timely fashion, and fully compliant with CEQA. ICF's highly qualified team is available to complete this work and ready to start upon authorization.

Our schedule consists of a 6-month timespan from start to finish. As a leader in CEQA compliance and environmental document preparation, ICF is highly qualified and eager to provide these services.

The proposed project consists of a new medical center wing and associated parking facilities and site improvements. Additional parcels totaling 2.8 acres in area will be added to the existing 13-acre site. The project will require the following discretionary actions:

- ▶ **General Plan Amendment/Rezone** – The General Plan land use designation of one parcel is proposed to change from Mixed Use (MU) to Public (PU) and is proposed to be rezoned from Corridor Mixed Use (MXC) to Public/Quasi Public (PQ).
- ▶ **Variance** – The proposed medical center wing is 85 feet in height; whereas, the zoning ordinance allows a maximum height of 50 feet.
- ▶ **Use Permit** – The proposed project requires a use permit, which will include conditions of approval.
- ▶ **Other Required Approvals** – Lot Line Adjustment/Parcel Merger, Demolition Permit, and Art Installation Permit, all of which are administrative actions under the authority of the Community Development Director.

Scope of Work

ICF will provide staff services to the City consisting of application review and processing, and preparation of the environmental document. ICF will work as an extension of City staff in these efforts.

Task 1. Application Processing

ICF will function as an extension of City of Oroville Planning Division, Community Development Department personnel in the review and processing of the applications required for the Hospital expansion Project, as summarized below. These tasks include the following:

- ▶ Reviewing the submitted application materials for completeness;
- ▶ Analysis of the application materials for consistency with City policies and ordinances, particularly the General Plan and Zoning Ordinance;
- ▶ Preparation of staff reports and draft resolutions;
- ▶ Presentation of staff reports at meetings of the Planning Commission and City Council. ICF will prepare the staff report for the Planning Commission and the City Council for City staff review and use. One draft of each report will be prepared and submitted to the City in Word format.

ICF personnel will review the applications and prepare a staff report providing recommendations for action by the Planning Commission as well as two draft resolutions for Planning Commission consideration. Since at this time, it is assumed that an Initial Study/Mitigated Negative Declaration will be the appropriate CEQA documentation, one resolution will provide for Planning Commission adoption of the IS/MND and Mitigation Monitoring Program, and the other resolution will provide for adoption of the Use Permit and Variance (with required findings). Both Planning Commission resolutions will include the findings necessary to support the Planning Commission actions and recommendations. Because City Council action is required to amend the General Plan and Zoning ordinance, the second Planning Commission resolution will provide a recommendation to City Council relative to the proposed GPA and rezone. ICF senior staff will make presentations to the Planning Commission at noticed hearings.

Following action by the Planning Commission, ICF will also prepare a staff report, resolution, and ordinance for City Council action on the GPA and rezone. As noted in Task 7, ICF senior staff will make presentations to the City Council at noticed hearings.

Task 2. Preparation of the Administrative Draft Initial Study

Task 2.1. Peer Review of Technical Studies

As a part of the environmental analysis, ICF in-house qualified experts will peer review studies provided by the applicant, perform required additional studies, and prepare the CEQA document for the project. During the preparation of the document, ICF will carefully assess whether there are any impacts that cannot be reduced to a less than significant by feasible mitigation measures, and if any are identified, notify the City as soon as possible that an EIR may be required. This scope of work is based on the assumption that an EIR will not be required.

ICF staff are experienced at developing mitigation measures for a wide variety of projects to ensure that the project impacts can be reduced to a less than significant level.

- ▶ Traffic Study: ICF's subconsultant, Fehr & Peers, would peer review the traffic study provided by the project applicant.
- ▶ Climate Change Peer Review

ICF will prepare a peer review of the GHG technical study prepared by the project applicant's sub consultant. The peer review will evaluate the approach and methodology used to characterize emissions, thresholds used to determine project significance (e.g., consistency with the City of Oroville's CAP, consistency with the SANDAG and Newhall Ranch California Supreme Court decisions, etc.), and mitigation identified to reduce the severity of any identified impacts. As part of the peer review, we will prepare a memorandum detailing the results of our peer review and present recommendations to City of Oroville staff regarding the veracity of the technical and environmental GHG analysis and whether it is adequate to support the IS/MND analysis. This scope of work assumes two rounds of review: an initial review of the GHG technical study and with comments provided in a memorandum and a subsequent review of the GHG technical study to determine whether initial comments provided are adequately addressed with additional comments provided in a memorandum. Note this scope of work assumes that ICF will not prepare any updates to the GHG technical study. In the event the project applicant and/or City requests that ICF update the GHG technical study, an amendment to this scope and budget would be necessary to identify the level of effort required to update the GHG technical study. Upon determination the GHG technical study is adequate to support the IS/MND analysis, ICF will prepare the IS/MND GHG section based on the final GHG study.

Task 2.2. Preparation of the Administrative Draft Initial Study Document

ICF will prepare an administrative draft of the Draft IS for review by the City. This document will include all required issue areas:

- ▶ Aesthetics,
- ▶ Agricultural and Forestry Resources,
- ▶ Air Quality,
- ▶ Biological Resources,
- ▶ Cultural Resources,
- ▶ Geology and Soils,
- ▶ Greenhouse Gas Emissions,
- ▶ Hazards and Hazardous Materials,
- ▶ Hydrology and Water Quality,
- ▶ Land Use and Planning,
- ▶ Mineral Resources,
- ▶ Noise,
- ▶ Population and Housing,
- ▶ Public Services,
- ▶ Recreation,
- ▶ Transportation/Traffic,
- ▶ Tribal Cultural Resources,
- ▶ Utilities and Service Systems, and
- ▶ Mandatory Findings of Significance.

Detailed technical analysis is anticipated to be required for the specific issue areas described below:

Aesthetics – The aesthetic resources assessment will follow standards of professional practice for aesthetic analysis to ensure environmental compliance. We will broadly describe the physical setting of the program area in terms of the aesthetic character and quality of viewsheds, using a desktop review of online aerial imagery and mapping, noting any protected aesthetic resources in the City. We will also broadly describe the viewer groups, as well as their relative sensitivity to changes in views. Analysis of light and glare and the project's consistency with the City's design guidelines and design review requirements will be included. The preparation of photo simulations are not included.

Cultural Resources – The potential for impacts to cultural resources will be considered. Potential impacts will be discussed for built environment resources, archaeological and paleontological resources, and for human remains. Impacts will be analyzed and mitigation measures will be developed if needed. ICF will request a Sacred Lands File search and list of Native American contacts from the Native American Heritage Commission (NAHC) and provide the County with Assembly Bill (AB) 52 tribal consultation for the IS. The results of the NAHC request, described above, will aid the City in identifying any tribes to be consulted under AB 52. This scope includes assistance to the City with AB 52 consultation. However, since AB 52 consultation is a new and

evolving process, assistance is limited to the scoped hours; if additional assistance is required, an amended cost will be required.

Air Quality and Greenhouse Gases – ICF will prepare the air quality technical analysis and IS/MND section for the Oroville Hospital Expansion Camino Hospital project consistent with all applicable procedures and requirements of the Butte County Air Quality Management District (BCAQMD). In addition, ICF will prepare a peer review of the applicant-prepared greenhouse gas (GHG) study and prepare the IS/MND GHG section based on the final GHG study.

The air quality analysis will focus on the criteria pollutants of greatest concern in the Sacramento Valley Air Basin (SVAB) that will be generated by construction and operation of the proposed project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NOX]), carbon monoxide (CO), and inhalable particulate matter (PM10 and PM2.5). ICF air quality specialists will prepare an air quality analysis describing existing air quality conditions, the project's air quality impacts, and mitigation measures, including those recommended and required by the BCAQMD.

In the project setting section, ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to this project. We will summarize meteorological and climatological data for the project study area, as well as localized conditions in the vicinity of the proposed project using data collected by the BCAQMD and the California Air Resources Board (ARB). The pollutants of concern in the proposed project area and their known health effects will also be described. The existing state and federal ambient air quality standards; the region's attainment status with regard to those standards; and a discussion of applicable air quality goals, policies, and attainment plans of state and local agencies, including the region's most recent air quality plans, will be summarized. We will also describe the general locations of existing sensitive receptors in the project vicinity.

The project impacts section will identify significant impacts using the BCQMD's adopted thresholds of significance, CEQA Air Quality Handbook: Guidelines for Assessing Air Quality and Greenhouse Gas Impacts for Projects Subject to CEQA Review. ICF will describe the air quality thresholds used to identify significant impacts based on the BCAQMD's guidance document, as well as the methodology used to estimate project-related emission impacts. The impacts section will specifically focus on the following analyses.

ICF will quantify demolition and construction emissions and evaluate resulting potential impacts associated with the proposed project. Project demolition and construction activities would involve the use of off-road construction equipment and on-road trucks. Because these sources would primarily use diesel fuel, they would generate emissions of diesel exhaust in the form of ROG, CO, NOX, SOX, PM10 and PM2.5. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as demolition, site clearing, or grading would generate fugitive dust emissions in the form of PM10 and PM2.5. Worker commute trips would generate vehicle exhaust and road dust emissions. Emissions will be quantified using the CalEEMod emissions model and construction data (i.e., anticipated construction schedule and equipment) provided by the project applicant.

In the event that project-specific construction and demolition activity information is not available, we will use CalEEMod model default settings (including equipment horsepower and load factor) for construction activities, based on the number of designated land uses) to identify the type and number of equipment that would be operating on a typical 8-hour workday during the construction activities. The analysis of construction impacts will also address construction-related mitigation measures required by the BCAQMD. Daily construction emissions will be quantified for comparison to local emission thresholds identified by the BCAQMD. Based on the age of the existing land uses on the project site, it is assumed that the building is likely to contain asbestos used for insulation

purposes and that asbestos may be uncovered and disturbed during demolition. The potential for asbestos exposure during demolition will be assessed in the air quality chapter. Potential mitigation for reducing exposure to asbestos will include the development and implementation of an asbestos compliance plan, consistent with ARB and federal regulations.

ICF will use traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod emissions models to quantify operational emissions of ROG, NOX, CO, PM10, and PM2.5 from project-related motor vehicle emissions associated with the proposed project. Operational emissions associated with area sources (i.e., landscaping, residential heating, and consumer products) will also be estimated with the CalEEMod model. Estimated daily operational emissions will be quantified for comparison to applicable BCAQMD emission thresholds.

ICF will perform a qualitative health risk assessment (HRA) associated with project construction and operations and we will consult with BCAQMD planning staff to verify this approach. In the event consultation with BCAQMD staff indicates a quantitative HRA may be required, an amendment to this scope and budget would be required to identify the level of effort that would be required to prepare the quantitative HRA.

Noise and Vibration – ICF will prepare a noise and vibration impact analysis that employs standard noise and vibration modeling techniques consistent with the requirements of the City of Oroville General Plan Noise Element and noise section of the City’s municipal code.

Key noise issues to be addressed will include:

- ▶ Exposure of existing noise-sensitive land uses to noise associated with demolition and construction activity,
- ▶ Exposure of existing noise-sensitive land uses to noise associated with project-related changes in traffic patterns and operational noise, and exposure of proposed noise-sensitive land uses to noise.

In the setting section existing sources of noise in the project area will be identified along with existing noise sensitive land uses in the project area. Existing noise conditions in the project area will be described based on information in the City of Oroville General Plan Noise Element and noise monitoring in and around the project site. ICF will collect short-term (10 to 15 minute) daytime noise levels at selected locations in and around the project site. Long-term monitoring (24-hour) will be conducted at one location near the residential area located west of the project site. Existing traffic noise conditions will be modeled using the FHWA Traffic Noise Model (TNM) and traffic data to be provided by the project traffic consultant. Up to 10 roadway segments will be evaluated. City of Oroville noise standards in the City of Oroville General Plan Noise Element and City municipal code will be summarized.

In the impact section, CEQA significance thresholds will be defined based on City of Oroville noise standards and other applicable noise standards as appropriate. Demolition and construction noise and vibration will be evaluated using construction noise and vibration modeling methods recommended by the U.S. Department of Transportation and construction equipment data to be provide by the project applicant. Traffic noise will be evaluated along up to 10 roadways segments under the following conditions using TNM and traffic data to be provided by the project traffic consultant:

- ▶ Existing plus project
- ▶ Buildout (cumulative) no project
- ▶ Buildout (cumulative) plus project

Traffic noise will be evaluated in terms of how project-related traffic noise increases may affect existing noise sensitive land uses and how proposed noise sensitive land uses may be affected by noise from traffic on existing or planned or roadways. The potential exposure of existing noise sensitive use to operational noise (i.e. parking lot activity, mechanical systems) will be evaluated along with potential noise impacts associated with new noise-sensitive uses on the project site.

The significance of noise impacts will be assessed based predicted noise exposures and the defined CEQA significance thresholds. Where significant noise impacts are identified, mitigation to reduce impacts to a less than significant level (where feasible and reasonable) will be identified. Noise mitigation will be described at a level of detail appropriate for environmental review and not at a design level of detail.

Land Use and Planning – The land use section will describe the consistency of the proposed extension with the City’s General Plan and potential land use compatibility issues will be identified and discussed. This will include discussion of a general plan amendment and rezoning of parcel 013-260-063 from a Mixed Use (MU) land use designation to Public (PU) and a Corridor Mixed Use (MXC) to Quasi-Public (PQ) zoning classification. It will also include the need for a variance by the City to address the height of the new building.

Traffic and Transportation – Fehr & Peers, as a subconsultant to ICF, would provide peer review of the traffic study provided by the project applicant.

Task 3. Prepare Screencheck Draft IS/MND

Following review by the City, and assuming that it is possible to reduce all significant impacts to a less than significant level, ICF will revised the document in response to City comments, and prepare the Screencheck IS and a draft Mitigated Negative Declaration (MND) for review and approval by the City. It is anticipated that there may be the need for a one-hour phone conference with the City to discuss the City’s comments on the Administrative Draft IS/MND.

Deliverables

- ▶ 1 hard copy and 1 electronic copy (Microsoft Word) of Screencheck IS/MND to City

Task 4. Prepare and Circulate the Public Draft IS/MND

Following review and approval by the City of the Screencheck, ICF will prepare the Final IS and a Mitigated Negative Declaration (MND) for circulation to agencies and filing with the State Clearinghouse. ICF will prepare hard and electronic copies and deliver them to the County for distribution. ICF will deliver 15 hard copies of the IS/MND and one electronic copy on CD to the State Clearinghouse on behalf of the County.

Deliverables

- ▶ 15 hard copies of Subsequent IS/MND and one electronic copy on CD for Clearinghouse
- ▶ 20 hard copies of Subsequent IS/MND
- ▶ 1 web-ready pdf copy of IS/MND
- ▶ 1 electronic copy (Microsoft Word)

Task 5. Review Comments on IS/MND

During the 30-day review period for the IS/MND closes, ICF will review comments and, if necessary, revise the IS/MND to prepare the Final IS/MND, addressing agency comments. Though extensive comments are not expected, ICF will review and organize comments as they come in, creating a comment/response table. ICF will provide the completed table to the County in order to facilitate a thorough review of the comments and proposed responses prior to the production of the Final IS/MND if changes are necessary. After a phone conference to discuss the comments and responses, ICF will proceed with production of the Final IS and provide the County with a draft document for review. Comments will be incorporated into the Final IS. For the purposes of estimating costs, ICF assumes that no more than 10 comment letters will be received. Should more comments be received, additional effort would be necessary.

Deliverables

- ▶ Comment/response table in electronic format
- ▶ 1 electronic copy (Microsoft Word) of Draft Final Subsequent IS/MND
- ▶ 1 web-ready electronic version (pdf) of Final IS/MND
- ▶ 1 electronic copy (Microsoft Word) of Final IS/MND

Task 6. Prepare Mitigation Monitoring and Reporting Program

ICF will prepare a Mitigation Monitoring and Reporting Program based on the Mitigated Negative Declaration. The MMRP will list mitigation measures and indicate when they will occur, who will implement them, and who will be responsible for ensuring their implementation. The MMRP will be in table format. A draft will be provided to the City for review and a final version will be submitted to the City for inclusion in the hearing materials.

Deliverables

- ▶ 1 electronic copy (Microsoft Word or pdf) of draft MMRP
- ▶ 1 hard copy and 1 electronic copy (Microsoft Word and/or pdf) of MMRP

Task 7. Attend Public Hearings

ICF will attend up to two hearings, expected to be a Planning Commission and City Council hearing. ICF will attend additional hearings on a time and materials basis, not included in the cost estimate.

Deliverables

- ▶ Attendance at two public hearings.

Project Budget Estimate

Task	Cost
Task 1. Application Processing	\$3,825
Task 2. Prepare Administrative Draft IS	\$43,123
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND	\$4,075
Task 4. Prepare and Circulate the Public Draft IS/MND	\$1,631
Task 5. Review Comments on IS/MND and revise as necessary	\$1,754
Task 6. Prepare Mitigation Monitoring and Reporting Plan	\$1,004
Task 7. Attend Public Hearings	\$1,440
Direct Expenses	\$1,111
Total	\$57,963

ICF proposes to invoice costs monthly, on a time and materials basis.

Project Schedule

The proposed schedule follows and reflects the schedule for a CEQA Initial Study, with tasks beginning in February 2017 and concluding in July 2017.

Task	F	M	A	M	J	J
Task 1. Application Processing	■					
Task 2. Prepare Administrative Draft IS	■	■				
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND			■			
Task 4. Prepare and Circulate the Public Draft IS/MND			■	■		
Task 5. Review Comments on IS/MND and revise as necessary					■	
Task 6. Prepare Mitigation Monitoring and Reporting Plan					■	
Task 7. Attend Public Hearings						■

APPENDIX

Please find resumes of the Key Staff members on the following pages.

SALLY ZEFF, AICP

Project Director

Sally Zeff has more than 30 years of experience in environmental consulting, management, permitting, mining consulting, and planning consulting; she also has extensive experience serving as a public agency planner. She has strong qualifications in general plans, land use, energy, traffic, housing, agriculture and farmland conservation, mining, and related environmental analyses. Sally is also experienced in preparing documentation for CEQA and NEPA compliance and permitting, related to mixed-use land development, transportation, renewable, fossil, and nuclear energy, agricultural processing and mining. Her urban, regional, and rural planning experience includes general plan work, site analysis, feasibility studies, and mine inspection programs.

Sally has designed and implemented public involvement programs for projects ranging from general plans to environmental impact reports. She has also developed and implemented a variety of visioning exercises, including specific development project alternatives and general plans. Sally's experience includes presentations at public hearings, meetings, and forums; stakeholder and workgroup meetings; and workshops, and she has demonstrated skills in the preparation of public information handouts and displays.

Her experience as a public agency planner and city planning director give her specialized insight into handling questions and presentations of opinions by a variety of stakeholders, including project proponents, affected landowners, community activists, and concerned citizens.

Years of Experience

- Professional start date: 1981
- ICF start date: 10/2002

Education

- MUP, Urban Planning, University of Michigan, 1981
- BA, Medieval Studies, Reed College, 1980

Professional Memberships

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

Certifications

- Certified Planner, American Institute of Certified Planners (AICP), No. 6100
-

Project Experience

Butte Regional Conservation Plan (BRCP) EIS/EIR—Butte Council of Governments (BCAG), Butte County, CA.

Project Manager. ICF prepared a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that evaluated the impacts associated with issuing endangered species permits and implementing the joint Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP) for western Butte County, known as the Butte Regional Conservation Plan (BRCP). The BRCP is proposed by 11 agencies and the BRCP Plan Area encompasses 564,219 acres in western Butte County consisting of the western lowlands and foothills of Butte County. ICF worked closely with the USFWS and BCAG, the lead agencies for the joint document, in developing alternatives, establishing the baseline, analyzing impacts, and developing appropriate mitigation. The draft EIS/EIR public comment period has ended and preparation of the Final EIS/EIR is underway.

Redevelopment Plan Study and EIR—City of Williams/Rosenow Spevacek Group, Inc. (RSG), Williams, CA.

Project Director. ICF prepared the EIR supporting the City of Williams initiation of a redevelopment area and agency, and adoption of a redevelopment plan.

Sutter Gould Medical Offices Project—City of Stockton, CA.

Project Manager. Sally managed preparation of environmental studies for construction of medical offices and an ambulatory surgery center on a greenfields site in the City of Stockton. This project involved a general plan amendment, zone change, and use permit.

Mine Cleanup IS/ND and Public Involvement Program, Spenceville Wildlife Refuge—California Department of Fish and Wildlife, CA.

Project Manager. Sally served as project manager for preparation of environmental documents and project permits for cleanup of the Spenceville Mine, an historic abandoned copper mine owned by CDFW. Issues included toxic mine pit water cleanup and disposal, stream restoration, and historic and cultural resources.

Palermo to East Nicholas Transmission Line Project PEA—Pacific Gas & Electric Company (PG&E), East Nicolaus, CA.

Project Manager. Sally served as project manager, where she ensured coordination between permitting staff, technical staff, and environmental analysts. Advised PG&E on appropriate CEQA, NEPA, and permitting approaches. She assisted PG&E in working with the California Public Utilities Commission. Managed preparation of the PEA for the project, and coordinated with the CPUC and its consultants, ensuring smooth acceptance of the document by the agency.

River Park EIR—City of West Sacramento, CA.

Project Manager. Sally served as project manager for an EIR for a project consisting of over 2,400 mixed-density residential units, a 40-acre park, and community open space on approximately 446 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, wetlands, flooding, and potential effects of riverfront recreational uses.

Yarbrough EIR—City of West Sacramento, CA.

Project Director. Sally served as project director for an EIR for a project consisting of approximately 3,000 residential units and a golf course on 710 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, flooding, and wetlands.

Marysville Hotel Demolition EIS/EIR—City of Marysville, CA.

Project Manager. Sally managed preparation of a joint NEPA/CEQA environmental document (EIS/EIR) for a highly controversial project involving the potential demolition of the landmark Marysville Hotel. Issues included historic resources, parking and traffic circulation, and toxic materials, as well as significant public concern stemming from the structure's controversial recent history and its significance to the Downtown Historic District.

CHERRY ZAMORA

Project Manager

Cherry Zamora is a Project Manager with 12 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Ms. Zamora has extensive project experience with Caltrans capital improvement transportation projects and local assistance efforts.

Project Experience

Hazel Avenue / US 50 Interchange—Sacramento County, CA, 2016 – Present.

Project Manager. Cherry serves as project manager for this interchange reconfiguration. Cherry facilitated agency scoping, oversaw preparation of environmental technical studies, and coordinated acquisition of access agreements for survey work. Cherry provides on-going project tracking and data requests with the engineering team and County. She also monitors progress of technical studies and provides QA/QC to ensure studies are consistent with requirements of the Caltrans Standard Environmental Reference.

Avenue 66 Grade Separation—County of Riverside, Community of Mecca, CA, 2014 – 2016.

Associate Environmental Planner. Cherry served as the associate environmental planner during the Local Assistance process with Caltrans, where she oversaw the preparation of technical studies and was the primary author of the CEQA IS/MND. The project consists of a 1.7 mile-long new roadway with a new grade separated crossing over State Route 111 and connection to State Route 195.

State Route 99/Pelandale Avenue Interchange Reconstruction—City of Modesto, Stanislaus County, CA, 2008 – 2010.

Associate Environmental Planner. Cherry served as an associate environmental planner for this Capital Improvements project, where she coordinated technical study submittals and revisions with resource specialists and agency reviewers. Cherry was the primary author of the CEQA IS/MND and facilitated the public meeting.

I-215/Scott Road Interchange—County of Riverside, Menifee, Murrieta, CA, 2009 – 2014.

Associate Environmental Planner. Cherry served as an associate environmental planner and led the PA&ED process with Caltrans, where she coordinated technical study submittals and revisions with County and Caltrans reviewers. The project included completion of the original NEPA CE and CEQA IS/MND. With later additions to the project footprint, Cherry also managed the re-validation process and oversaw preparation of supplemental studies.



Years of Experience

- Professional start date: 05/2003
- ICF start date: 01/2016

Education

- MA, Geography, University of California, Davis, 2009
- BA with Departmental Honors, Geography, University of California, Berkeley, 2003

Certifications/Other

- Traffic Noise Model 2.5, Bowlby & Associates, 2015
- Comprehensive NEPA, SWCA Consultants, 2004

Pioneer Bluff Bridge/Mike McGowan Bridge—City of West Sacramento, CA, 2013 – 2014.

Primary Author. Cherry served as the primary author of the CEQA IS/MND and served as the air quality specialist for the NEPA document. This included internal coordination with design staff, traffic engineers, and environmental technical specialists. She provided air quality analysis support and coordinated with FHWA for air quality conformity approval of this new bridge over the Barge Canal.

South Riverside Avenue, East San Bernardino Avenue, and Willow Avenue Street Widenings—City of Rialto, San Bernardino County, CA, 2014 – 2015.

Associate Environmental Planner. Cherry served as the associate environmental planner for this street widening project, where she oversaw the Section 10 consultation process with USFWS for impacts to the endangered Delhi-sands flower loving fly, mitigation purchase, preparation of technical studies, and preparation of the CEQA IS/MND.

State Route 18/Apple Valley Road Intersection Reconfiguration—Town of Apple Valley, San Bernardino County, CA, 2010 – 2013.

Associate Environmental Planner. Cherry served as the associate environmental planner for this intersection reconfiguration, where she managed the preparation of environmental technical studies and worked with Caltrans Streamlined-Oversight to prepare, revise, circulate, and finalize the CEQA IS/MND with Caltrans as the lead agency. She also provided technical air quality support to ensure the project's inclusion in the Regional Transportation.

EA for the Thunder Bay National Marine Sanctuary Visitors Center, Alpena, Michigan. 2004 – 2006.

Primary Author. Cherry served as the primary author of the NEPA EA/FONSI.

Airport Surveillance Radar Model 11, Fort Wayne, Indiana, 2003 – 2005.

Lead Environmental Planner. Cherry led the environmental planning effort for this radar project at an off-airport site. Prepared the NEPA EA consistent with Federal Aviation Administration regulations. She coordinated preparation of cultural sub-consultant report and prepared agency scoping letters.

CEs for the Airport Surface Detection System, Model-X, Phoenix Sky Harbor International Airport, Phoenix, Arizona and Bradley International Airport, Bradley, Connecticut, 2003 – 2006.

Lead Environmental Planner. Cherry led the environmental planning effort for radar tower and equipment installation for these two projects. Prepared supporting documentation for the NEPA CEs consistent with Federal Aviation Administration regulations. She coordinated extensive cultural and biological consultation with concerned agencies.

Employment History

ICF. Project Manager. Sacramento, California. 01/2016 – Present.

Dokken Engineering. Associate Environmental Planner. Folsom, California. 06/2008 – 01/2016.

SRI International. Environmental Research Analyst. Menlo Park, California. 05/2

RANDY CHAFIN, AICP

Senior Manager

Randy Chafin has more than 35 years of diverse urban and environmental planning experience in both the public and private sectors. His expertise encompasses most aspects of the municipal planning process, including environmental impact analysis under CEQA and NEPA, formulation of policies and ordinances, land use planning, development analysis, and urban design. A skilled project director and manager, Randy works effectively at the intersection of urban planning and environmental planning. He has worked extensively with other disciplines involved in the development process, including engineers, architects, environmental specialists, attorneys, landscape architects, and developers, and is well versed in California planning and environmental law.

Following 12 years in the public sector, Randy operated his own consultancy for 12 years. Since that time, he has worked as a Principal/Project Director/Manager for consulting firms. Randy is highly skilled at creating environmentally sustainable solutions for complex development projects through both project design and mitigation strategies. He was principal author of several large, mixed-use specific plans and contributing author of several area plans, general plans, and individual general plan elements. Randy has served as principal author, project manager, and QA/QC specialist for numerous environmental impact analyses, including EIRs, IS/MNDs, EAs, and mitigation monitoring programs, for a wide range of project types. As a result of his broad experience, understanding of municipal planning processes, and knowledge of other disciplines, Randy has been retained as an extension of public agency staff and project manager for numerous complex, and sometimes controversial, projects. In this capacity, he has ensured that the work of all project team members is coordinated, that all required processes are followed, and that the requirements of all regulatory agencies are met.

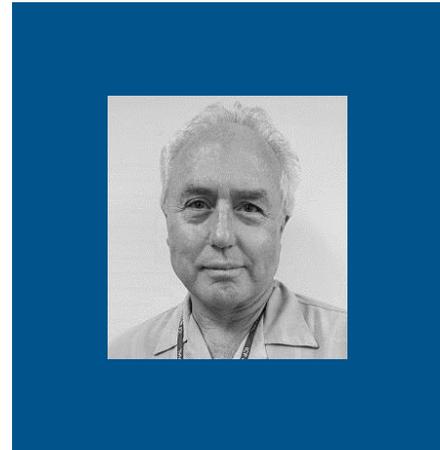
Project Experience

CEQA and NEPA Documents

University Millerton Campus and Amendment to Millerton Specific Plan EIR—California Health Sciences, Fresno County, CA.

Project Manager. Randy managed the preparation of the EIR for this proposed project on an approximately 483-acre area within the approved Millerton Specific Plan in unincorporated Fresno County, near Millerton Lake. The project components analyzed in the EIR include:

- ▶ General Plan Amendment



Years of Experience

- Professional start date: 1975
- ICF start date: 2016

Education

- B.S. Urban Planning, Cal Poly, Pomona, 1974

Professional Memberships

- Member, American Planning Association (APA)
- Member, American Institute of Certified Planners (AICP)
- Member, Association of Environmental Professionals (AEP), Superior California
- Member, Urban Land Institute (ULI) formerly Advisory Board Member, Sacramento District Council

Certifications/Other

- American Institute of Certified Planners (AICP)

Areas of Expertise

- CEQA/NEPA Documentation
- Environmental Constraints Analysis
- Sustainable Development and Mitigation Strategies
- Policy Planning

- ▶ Change in Zoning
- ▶ Amendment to the Millerton Specific Plan
- ▶ Conditional Use Permit to construct and operate 179 acres devoted to the California Health Sciences University

The post-graduate University Campus will include five medical colleges, with full ancillary and support facilities, and student housing. Campus buildout is anticipated to take 15 to 20 years. The project also includes amendments to the Millerton Specific Plan and rezoning for an “alternative” elementary school site, an “alternative” safety services site, a Medium Density Residential site, and a relocated park site.

Sierra College Campus Master Plan EIR—Sierra Community College District, CA.

Project Manager. Randy managed the preparation of a combined program/project EIR for the campus master plan, which will guide the construction of facilities for a 20-year period. The campus adjoins a creek and oak woodlands, which will need to be protected, and abuts residential communities. The master plan covers the main 200-acre campus site and two nearby sites. The project-level analysis addresses several near-term construction projects, while the program-level analysis addresses the overall 20-year master plan.

South Placer County Schools IS/MND—Various School Districts, County of Placer, CA.

Project Manager. Randy managed the preparation IS/MNDs for the majority of the new schools and expansions to existing schools for several school districts for several years in rapidly-developing South Placer County, including the following districts: Rocklin Unified, Loomis Union, Eureka, Roseville City, Western Placer, and Roseville Joint Union High School.

Wal-Mart Regional Distribution Center EIR—City of Merced, CA.

Project Director/Project Manager. Randy led a team that prepared a full-scope EIR for a proposed regional distribution warehouse on a 230-acre site in Merced. The proposed facility would cover 1.2 million square feet, would employ 1,200 persons on a 24/7 basis, and would involve as many as 900 tractor trailer trips on a daily basis. Key environmental topics were land use compatibility, biological resources, surface hydrology and water quality, traffic, noise, and air quality.

County Government Center EIR—County of Solano, CA.

Project Manager. Randy managed the preparation of the EIR for the new government center complex in downtown Fairfield, a multi-phased project that would centralize many Solano County departments currently located at several sites. The project involved demolition of several buildings in downtown Fairfield and construction of a six-story, 300,000-square-foot office building, and a five-story parking structure. Because of the project site’s location near the central business district, other County facilities, a school and residences, key issues included construction and long-term impacts such as noise, traffic, and visual concerns.

Sierra Nevada Hospital Expansion EIR—City of Grass Valley, CA.

Project Manager. Randy managed the preparation of the EIR for a major expansion to western Nevada County's primary hospital. The hospital expansion involves construction of nearly 228,000 square feet of floor space in four phases of construction on a 25-acre site surrounded on three sides by a residential neighborhood. Key issues included visual impact on, and noise impact of the adjacent State Highway 20/49, circulation and parking, noise, cultural resources, surface hydrology, and public services.

Twelve Bridges Community College Campus EIR—Sierra Community College, City of Lincoln, CA.

Project Manager. Randy managed the preparation of the EIR required for site acquisition, construction, and operation of a new community college campus in the rapidly developing Twelve Bridges area of the city of Lincoln in Placer County. The proposed 63-acre technology-based campus will be developed and will operate in conjunction with a high school and city library.

Contract Planning and Project Management

Contract Planning Services—County of Siskiyou, CA.

Interim Deputy Director of Planning. While employed by ICF, Randy served as Interim Deputy Director of Planning and Assistant LAFCo Executive Officer on a part-time basis for a period of three months. His duties including preparing and reviewing planning department staff reports and environmental documents, QA/QC, attendance at Planning Commission and Board of Supervisor meetings, and oversight of the Planning Department staff and activities.

Master Development Plan and Specific Plan Peer Review—City of Stockton, CA.

Project Director/Project Manager. Under contract to the City of Stockton Community Development Department, Randy directed a team that evaluated five specific plans for large, mixed-use developments covering several thousand acres in various new growth areas of the city. He led the team in this review process, which included assessing the completeness and adequacy of the draft plans, commenting on land planning concepts in each of the plans, and providing guidance in the EIRs prepared for each draft plan.

Contract Planning Services—City of Wheatland, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a three-year period, providing all planning and environmental review functions. In addition to processing several development applications and providing routine administration of planning-related policies and ordinances, Randy was responsible for formulation of the work program and selection of a consultant team for a comprehensive general plan update.

Contract Planning Services—City of Colfax, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a two-year period, performing all planning and environmental review functions.

Contract Planning and Environmental Services—City of Davis, CA.

Planning and Environmental Consultant. Randy was retained by the Community Development Department on two occasions for extended periods of time to serve as an extension of department staff. Tasks included formulation of a development phasing strategy, transportation systems management (TSM) concept, and multifamily design guidelines. In addition, he reviewed and processed several development applications and served as the City's project manager and peer review consultant for the preparation of three environmental impact reports.

Chico Urban Area Nitrate Compliance Plan—County of Butte, CA.

Planning /Environmental Consultant. Randy served as contract environmental coordinator for environmental review of this complex project that proposed to decommission individual septic leachfield systems serving nearly 8,000 dwellings within the City of Chico and unincorporated Butte County, and connect those dwellings to a sanitary sewer system. Randy also managed the preparation of a full-scope EIR prepared by another consultant.

Contract Planning Services—County of Butte, CA.

Project Manager. Randy managed staff that served as an extension of Butte County Department of Development Services for several months to process a variety of development applications for projects throughout the county, including minor subdivisions, variances, and conditional use permits.

Contract Planning Services—County of San Joaquin, CA.

Project Manager. As an extension of San Joaquin County Community Development Department staff, Randy supervised the work of staff in the analysis of several development applications in various urbanized and rural areas of the county. His work included preparation of staff reports and completion of environmental documentation.

Contract Planning Services—Town of Loomis, CA.

Planning Consultant. Randy served as an extension of the Town of Loomis staff in the processing and coordination of development applications for a 44,000-square-foot historic renovation project proposed in the Downtown Core. The project proposed a variety of retail commercial, food service, and entertainment uses.

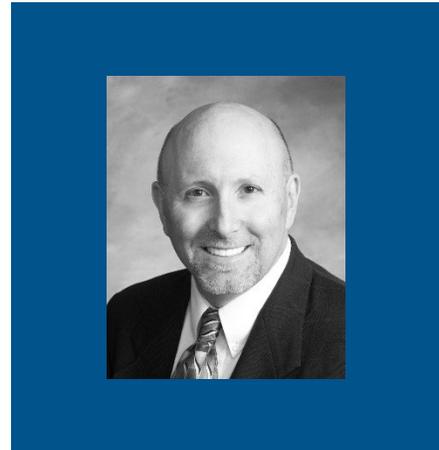
Contract Planning Services—County of El Dorado, CA.

Planning Consultant. Randy served as an extension of El Dorado County staff in the analysis of several development applications throughout El Dorado County over a period of several months.

DAVID M. BUEHLER, PE

Project Director, Noise and Vibration Specialist

David Buehler is a board-certified member of the Institute of Noise Control Engineering and has over 30 years of experience working as a consultant in acoustics and vibration. He conducts analysis of noise and vibration associated with transportation, construction, industrial, energy, commercial, recreation, and other projects. His expertise includes field investigations, impact and mitigation assessment, policy development, training, and project management. David has prepared numerous noise studies in the context of California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation. He has served as an expert witness for Caltrans on several lawsuits involving highway traffic noise. In 2005, he was part of a team that received the Federal Highway Administration (FHWA) Environmental Excellence Award for Exemplary Achievement in Ecosystems, Habitat, and Wildlife.



Years of Experience

- Professional start date: 10/1981
- ICF start date: 06/1990

Education

- BS, Civil Engineering, California State University, Sacramento, 1980

Professional Memberships

- Board Certified Member, Institute of Noise Control Engineering

Licenses and Certifications

- Caltrans Headquarters Legal Division Expert Witness, California (Issued: 11/2007, Expires: N/A)
- Oregon Registered Professional Acoustical Engineer License No. 16834 (Issued: 9/1993, Expires: 12/2017)
- California Registered Professional Civil Engineer License No. C37936 (Issued: 9/1983, Expires: N/A)

Key Skills

Noise Field Investigations. David is well-versed in the use of sound level meters and related field equipment used to conduct field studies to characterize ambient noise conditions and equipment operational noise levels. He has experience conducting field noise studies in compliance with FHWA and Caltrans requirements for highway noise study reports. He developed and implemented a field noise study training program for Caltrans that including training Caltrans staff throughout California in field noise measurement methods.

Noise Impact and Mitigation Assessment. David has used the Federal Highway Administration Traffic Noise Model (TNM) as required under federal noise regulations to conduct traffic noise impact and abatement studies for federally funded highway projects. He also well versed in the use of the noise analysis software program SoundPlan to evaluate complex point and line source noise analysis situations. David uses the FHWA Roadway Noise Construction Model to evaluate construction noise impacts from highway and other construction projects.

Project Experience

Facebook Constitution Campus Expansion—City of Menlo Park, CA.

David provided technical oversight for the noise study that was conducted for the CEQA document prepared for the project. His work included conducted a field study to characterized existing noise conditions, traffic noise modeling, impact assessment, identification of mitigation, and preparation of the CEQA document noise chapter.

Francisco Giants Mission Rock Seawall Lot 337 Pier 48 EIR—Seawall Lot 37 Associates LLC, San Francisco, CA.

David provided peer review and technical oversight for the noise assessment for this complex project to develop commercial and residential uses in San Francisco near Giants Stadium. The technical work included conducting a detailed field study, traffic noise modeling, and preparation of a stand-alone technical report and CEQA noise chapter.

SR-9/SR-1 Intersection Improvement Project—City of Santa Cruz, CA.

David provided peer review and technical oversight for a Caltrans Noise Study Technical Memorandum which evaluated noise impacts associated with implementation of improvements at the intersection of State Route 9 and State Route 1 in Santa Cruz California. He prepared the CEQA Initial Study for the project.

Murray Street Bridge Hydroacoustic Study—City of Santa Cruz, CA.

David conducted the hydroacoustic impact assessment associated with pile driving for the planned improvements to the Murray Street Bridge. He evaluated potential underwater noise levels associated pile driving to assess potential effects on fish and marine mammals. He additionally participated in meetings with City staff, project engineers, and resource agency staff to discuss potential impacts and to identify mitigation measures.

Statewide On-Call Noise and Earthborne Vibration Analyses and Abatement Studies (Contracts 43A0008, 43A0049, 43A0139, 43A0228, 43A0306)—Caltrans, Statewide CA.

Contract Manager and Primary Technical Expert. David served as contract manager and primary technical expert for five consecutive statewide on-call contracts, including more than 100 task orders relating to project-level noise studies, special noise and vibration investigations, training development and deployment, and noise policy development. He prepared noise study reports for several Caltrans-sponsored highway construction and reconstruction projects. David played a key role in the 2006 and 2011 revisions to the Caltrans Traffic Noise Analysis Protocol, and developed and deployed a detailed highway noise training program covering noise fundamentals, regulations and policy, noise field studies, traffic noise modeling, and noise study report preparation. Additionally, he developed a guidance manual addressing transportation- and construction-induced vibration, and played a key role in the development of injury thresholds for fish from pile driving and developed a detailed guidance manual on the topic. David provided on-call general assistance to Caltrans headquarters and district staff regarding all aspects of highway-related noise

Table 1. Cost Estimate for Oroville Hospital Expansion

Task	Consulting Staff																Subcontractor		Production Staff			Labor Total	Direct Expenses	Total Price		
	Employee Name	Zeff S	Chafin R	Zamora C	Stock J	Deyo N	Haire J	Havelaar C	Rivasplata R	Buehler D	Scott E	Yoon L	Trageser D	Sukola K	Messick T	Angier A	Fehr & Peers		Wolf B							
	Project Role	Project Director	Project Planner	Project Manager	Visual Specialist	Visual Specialist	Biologist	Cultural Specialist	Land Use Specialist	Noise Specialist	Noise Specialist	Air Quality Specialist	Air Quality Specialist	Hydrology Specialist	Graphics Specialist	GIS Specialist	Traffic Peer Reviewer	Subtotal	Editor	Pub Spec	Admin Tech				Subtotal	
Labor Classification	Proj Dir	Mng Consult	Sr Consult I	Sr Consult II	Assoc Consult III	Sr Consult II	Sr Consult III	Intern	Proj Dir	Assoc Consult II	Sr Consult II	Asst Consult	Assoc Consult II	Assoc Consult III	Assoc Consult II	Subtotal	Traffic Peer Reviewer	Subtotal	Editor	Pub Spec	Admin Tech	Subtotal	Labor Total	Direct Expenses	Total Price	
Task 1. Application Processing	1	20															\$3,825					\$0	\$3,825			
Task 2. Prepare Administrative Draft IS																	\$0					\$0	\$0			
Task 2.1. Peer Review of Technical Studies																	\$0					\$0	\$0			
Traffic Impact Analysis Peer Review																	\$0	\$8,000	\$8,000			\$0	\$8,000			
Greenhouse Gas Emissions Peer Review											16	6					\$2,782					\$0	\$2,782			
Task 2.2 Prepare Administrative Draft IS Document	2		30	6	24	4	8	16	2	80	4	36	4	8	12		\$26,096		20	16	2	\$3,620	\$29,716			
Aesthetics																	\$0			2		\$665	\$665			
Cultural Resources																	\$0		20			\$1,960	\$1,960			
Task 3. Revise Admin Draft IS and Prepare Screencheck Draft IS/MND	2		12						1	6				1			\$2,961		8	2	2	\$1,114	\$4,075			
Task 4. Prepare and Circulate the Public Draft IS/MND	1		4														\$713		6	2	2	\$918	\$1,631			
Task 5. Review Comments on IS/MND and Revise as necessary			8														\$976		6	2		\$778	\$1,754			
Task 6. Prepare MMRP	1		4														\$713		2	1		\$291	\$1,004			
Task 7. Attend Public Hearings		8															\$1,440					\$0	\$1,440			
Total hours	7	28	58	6	24	4	8	16	3	86	20	42	4	9	12				62	25	6					
ICF E&P 2017 Billing Rates	\$225	\$180	\$122	\$160	\$108	\$162	\$156	\$68	\$255	\$108	\$142	\$85	\$110	\$144	\$90				\$98	\$95	\$70					
Subtotals	\$1,575	\$5,040	\$7,076	\$960	\$2,592	\$648	\$1,248	\$1,088	\$765	\$9,288	\$2,840	\$3,570	\$440	\$1,296	\$1,080		\$39,506	\$8,000	\$8,000	\$6,076	\$2,375	\$420	\$9,346	\$56,852		
Direct Expenses																										
523.05 Travel, Auto, incld. Mileage at current IRS rate (.54/mile)																									\$108	
523.08 Per Diem at \$175/day																									\$175	
Mark up on all non-labor costs and subcontractors:																									\$828	
Direct expense subtotal																									\$1,111	
Total price																										\$57,963

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: OROVILLE HOSPITAL EXPANSION - PROFESSIONAL SERVICES
AGREEMENT WITH ICF JONES & STOKES, INC.**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council may consider entering into a Professional Services Agreement with ICF Jones & Stokes, Inc. (ICF) for contract planning and California Environmental Quality Act (CEQA) compliance related to the expansion of the Oroville Hospital.

DISCUSSION

On October 28, 2016, the City's Community Development Department received a project application for the expansion of the Oroville Hospital. The Community Development Department operates on a full cost recovery for processing of permits and planning projects. Staff charges their time, materials and contract expenses associated with processing the application against the initial deposit. When there are no funds available, staff will cease to work on the project until additional funds are deposited. Any remaining funds once the permit and/or planning project is fully processed will be returned to the applicant.

To ensure a timely processing of the applications submitted, staff believes the best course of action is for the City to hire a planning consultant that will process the applications and conduct the appropriate level of environmental review in accordance with California Environmental Quality Act (CEQA) Statute and Guidelines. The City has received five proposals (**Attachments A - E**) which have been reviewed and considered by the Oroville Hospital, Landmark Healthcare Facilities (Landmark), and City staff. The proposals have significant differences in services provided, approach and cost. A general summary of the proposals is as follows:

Consultant	Amount	Services
Tschudin Consulting Group	\$77,838	Environmental and Planning
ICF Jones & Stokes, Inc.	\$57,963	Environmental and Planning
Analytical Environmental Services	\$75,000	Environmental and Planning
David Leonard Associates	\$45,525	Environmental
Quad Knopf	Time & Materials	Planning

* All fees shall be paid for by project applicant. City currently has \$17,378.81 on deposit that will be used for City staff time/materials and not for consultant expenses.

The above costs are based on several assumptions as detailed in the proposals. A notable assumption is that the above fees assume that a Mitigated Negative Declaration (MND) will be the appropriate level of environmental review for CEQA compliance. The ability to use a MND is predicated on mitigation of all environmental impacts to below applicable significance thresholds, based on substantial evidence in the record. If this is not achievable, the subject scope, budget, and schedule will require re-negotiation to allow for preparation of an Environmental Impact Report. The proposed schedules, based on all assumption specified in the proposals, indicate project hearings within six months of receipt of applicable technical studies.

FISCAL IMPACT

The Community Development Department operates on a full cost recovery for processing of permits and planning projects, and the applicant will be responsible for fully funding the proposed contract with ICF Jones & Stokes, Inc. for approximately \$57,963, in addition to City staff, including the City Attorney, time and materials as may be necessary.

RECOMMENDATIONS

Adopt Resolution No. 8580 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ICF JONES & STOKES, INC. FOR CONTRACT PLANNING AND CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES RELATED TO THE EXPANSION OF THE OROVILLE HOSPITAL - (Agreement No. 3208).

ATTACHMENTS

- A – Tschudin Consulting Group Proposal
- B – ICF Jones & Stokes, Inc. Proposal
- C – Analytical Environmental Services Proposal
- D – David Leonard Associates Proposal
- E – Quad Knopf Proposal
- F – Resolution No. 8580
- G – Agreement No. 3208

SCOPE OF SERVICES

Contract Planning Services -- Heidi Tschudin will provide contract planning services to the City of Oroville for processing the Oroville Hospital Expansion Application. Tasks will include:

- Application review
- Policy and regulatory consistency analysis
- Review of technical studies
- Preparation of CEQA Mitigated Negative Declaration (MND)
- Preparation of staff reports
- Presentation at hearings
- Provision of professional planning and land use advice and opinions
- Oversight of staff for support tasks
- Use of subconsultants for technical peer review (see attached scopes)
- Other tasks as necessary related to processing the subject application

Subconsulting Services – Tschudin will utilize the expert services of Fehr & Peers Associates to provide traffic impact and parking analysis peer review and Ascent Environmental to provide air quality analysis and greenhouse gas emissions modeling peer review.

Performance Threshold – Provide professional contract planning assistance and environmental impact analysis consistent with professional practice and standards in the industry.

Project Budget Estimate – Not to exceed \$77,838 unless subsequently amended by the parties. Tschudin reserves the right to reallocate budget among tasks/firms in order to best meet project needs, within approved total budget amount.

Tschudin	\$44,270 contract planning
Tschudin	\$15,000 MND
Fehr & Peers	\$8,000 traffic and parking peer review (scope attached)
Ascent	\$8,880 air quality analysis and GHG peer review (scope attached)
Administrative	\$1,688

Project Time Commitment – This proposal assumes an average of 8 hrs/wk of Heidi Tschudin’s time for a maximum 26-week period (\$44,720). It assumes preparation of the MND for an additional \$15,000, relying on technical analyses provided by the applicant and peer review services as described herein. It assumes \$8,000 for Fehr & Peers and \$8,880 for Ascent Environmental (plus Tschudin administrative charges of \$1,688 per 2017 Tschudin Consulting Group Compensation Schedule). Actual hours will vary.

Labor Rate – Heidi Tschudin at \$215.00 per hour. Rates will not increase during the term of this agreement. Invoices will include the billing period, total hours spent on project, a running total, and remaining balance for the cost-estimate total. A day-by-day, task-by-task, break-down of hours will not be provided.

Period of Engagement – December 1, 2016 through June 30, 2017 unless subsequently amended by the parties.

Other Terms – Other terms, including other labor and non-labor (direct) expenses, shall be as identified in 2017 Tschudin Consulting Group Compensation Schedule.

Assumptions –

- 1) Tschudin will work under the direction of the City Administrator.
- 2) All work by Tschudin Consulting Group is billed on a time and materials basis.
- 3) Tschudin will utilize City support staff for project assistance tasks such as meeting scheduling, public noticing, mail outs; file maintenance, processing/routing staff reports; website posting, coordination with service providers; etc.
- 4) All graphic work (figures and exhibits) will be prepared by staff, the applicant, or other consultants.
- 5) City Attorney concurrence with CEQA approach shall be provided.
- 6) Technical studies provided for use in preparation of the negative declaration are adequate and can/will be defended by the authors.
- 7) Applicant will promptly provide, or direct consultants to provide, any clarifying or supplemental information requested as necessary for application processing and CEQA review.
- 8) Traffic impact and parking assessment shall be subject to peer review. GHG emissions modeling shall be subject to peer review. Air quality impact analysis will be undertaken by sub-consultant.
- 9) Relevant project information will be submitted in full-scale hard-copy and electronically for use in application processing and CEQA analysis.
- 10) Project files will be made available for Tschudin to review and copies of requested documents will be provided.
- 11) NOD filing fees and processing fees/charges are not included.
- 12) This scope assumes preparation of a mitigated negative declaration (MND) as the appropriate CEQA document for this project. The ability to use a MND is predicated on mitigation of all environmental impacts to below applicable significance thresholds, based on substantial evidence in the record. If this is not achievable, the subject scope, budget, and schedule will require re-negotiation to allow for preparation of an EIR.
- 13) City and applicant acknowledge and accept the legal risk associated with defense of MND based on applicable fair argument legal standard.

14) City will manage application fees and coordination with applicant regarding application fee deposits

Project Schedule Commitment – Project hearings within six months of receipt of technical studies (already requested by City staff). Based on assumptions identified above, the following rough schedule is proposed:

Early December	Authorization to proceed
Dec 30	Technical studies received
Jan 30	Peer review, AQ modeling, application analysis, early draft MND, confirm CEQA approach
Feb 27	Distribute public draft MND
Mar 27	Comment period closes; review comments
May	Planning Commission
June	City Council

TSCHUDIN CONSULTING GROUP

Contract Planning • CEQA Compliance • Project Management

COMPENSATION SCHEDULE

2017

Principal.....	\$215/Hour
Support Services.....	\$50 to \$175/Hour
Mileage (current IRS rate).....	0.54/Mile
Expenses	Cost Plus 10 Percent
Per Diem For Meals.....	\$75/Day

TERMS APPLICABLE TO ALL CONTRACTS:

1. All work is completed on a time and materials basis. Standard rates and administrative charges are negotiable depending on the type of service provided and the terms of the contract. All work on the job is billable. Where follow-up consulting services are required after the close of a job these rates apply. This shall include depositions, court appearances, responses to subpoenas, etc.
2. Expert witness rates (court trials; administrative hearings; case research; depositions; subpoenas; etc.) are 120 percent to 200 percent of the standard rates, dependent on the type of work and whether testimony is required. Where expert witness services are requested after the close of a job, or if deposed for a job, the client will be billed at these rates.
3. Labor is billed by the quarter-hour. Gas mileage within a 20-mile radius, communication expenses, incidental copying and postage, and certain other similar incidental expenses are included within the labor rates quoted above. Other direct expenses such as outside printing, special purchases, subconsultant services, travel outside of a 20-mile radius, air and hotel charges, conference calls, delivery fees, filing fees, extra insurance requirements, custom accounting or detailing of labor/expenses beyond normal company practice, costs associated with public noticing and hearings, special business licenses or other permits to operate that are determined to be required, or any other extraneous cost of doing business for the purpose of serving a particular client or job are not included in the compensation rates and are billed directly at cost plus a ten (10) percent administrative charge.
4. Invoices will be submitted at a maximum, on a monthly basis. Clients shall provide notification in writing of any objections to an invoice within ten days of the date of the invoice. Absent objection, the invoice shall be deemed acceptable by the client.
5. Invoices are due and payable immediately upon receipt. The account will be considered delinquent if full payment is not received within 30 days of the date of the invoice. Invoices are not itemized unless requested by the client and specific arrangements have been made prior to agreement to the project rates and budget. Preparation of invoice detail is billed to the job as a labor charge at full labor rates.
6. Delinquent accounts are subject to a ten (10) percent service and carrying charge, compounded monthly.
7. Travel time, preparation time, and/or "wait" time are billed to the job as a labor charge at full labor rates. Travel outside of the Sacramento region is subject travel time charges, hotel charges, mileage, and a pro-rated per-diem for meals. Hotel, mileage, and per-diem are charged as an expense and subject to a ten (10) percent administrative charge.
8. Rates are subject to change with advance notice.



January 12, 2017

Nicholas L. Congdon
Project Manager
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Subject: Response to Oroville Health Hospital Expansion Project CEQA City Planner RFP

Dear Mr. Congdon,

Thank you for asking ICF Jones & Stokes, Inc. (an ICF company, hereafter "ICF") to submit a proposal to perform planning and environmental work for this important project. We understand that you will be submitting proposals to the City of Oroville for their consideration.

ICF is pleased to propose to assist the City of Oroville in processing the application and preparing the Initial Study/Mitigated Negative Declaration for the Oroville Hospital Expansion project. ICF has the best qualifications and staff resources to complete the analysis efficiently and quickly, with the highest level of CEQA compliance. ICF's deep bench of planners, environmental specialists and technical experts provides flexibility in completing the environmental analysis. With the addition of Fehr and Peers to our team, our team will comprise all required technical specialties. Should unexpected issues arise, the necessary technical experts will be available in-house, without the need to contract with additional subcontractors. The enclosed cost proposal reflects the services requested in the scope of work provided to ICF on December 28, 2016. We understand that it is anticipated that the environmental document for the project will be Mitigated Negative Declaration. In addition to the staff work and environmental document preparation, as requested in the RFP, our scope of work includes substantial technical effort in specific areas to ensure that the findings for a Mitigated Negative Declaration can be supported. This approach is based on our current understanding of the project and City's approach.

The ICF team is available and ready to start work upon authorization. This proposal is valid for a period of 120 days, at which time ICF reserves the right to revise the contents or extend the validity date, if needed.

ICF looks forward to negotiating mutually acceptable terms and conditions. We look forward to discussing our approach and proposal with you and the City. Please contact Sally Zeff at sally.zeff@icf.com or 916.737.3000.

Sincerely,

A handwritten signature in blue ink that reads "Trina L. Prince".

Trina L. Prince
Contracts Administrator



Oroville Hospital Expansion Project

Submitted to:
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Submitted by:
ICF, Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, CA 95814

January 12, 2017



This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

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INTRODUCTION



ICF Jones & Stokes, Inc. (an ICF company hereafter referred to as ICF) is a global consulting and technology services provider with more than 5,000 professionals focused on making big things possible for our clients. We are business analysts, policy specialists, technologists, researchers, digital strategists, social scientists and creatives. Since 1969, government and commercial clients have worked with ICF to overcome their toughest challenges on issues that matter profoundly to their success. Engage with us at icf.com.

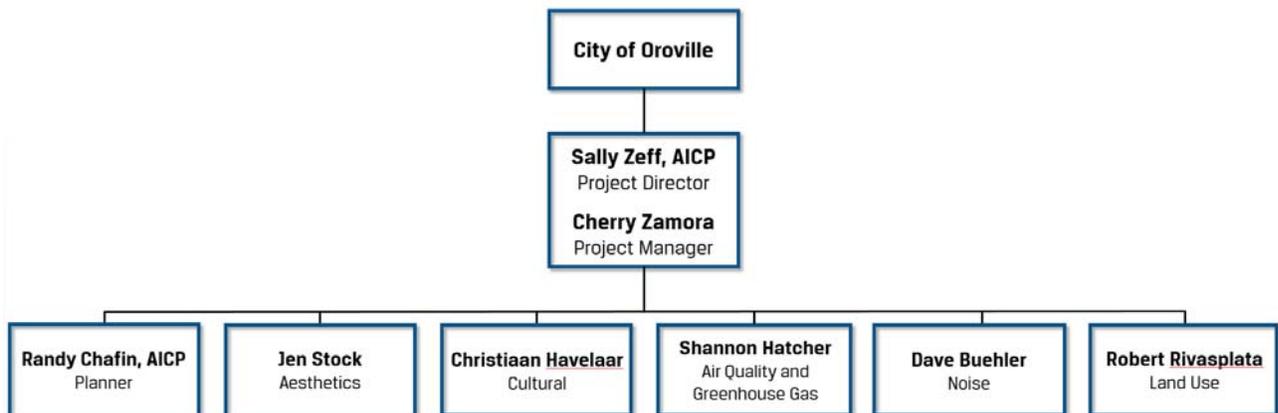
Our team includes experts in planning and environmental documentation. This project would be staffed by ICF's Sacramento office which has in-house specialists in land use, air quality, noise, cultural resources, biology, water quality, and mapping.

The ICF Team

Our approach for this effort will focus on efficient project application processing and CEQA document preparation. ICF staff proposed for this project have substantial experience both as city planners and as environmental and planning consultants, and, in combination with ICF's full range of in-house expertise, will ensure that the planning and environmental analysis for the project will be completed quickly and in full compliance with the requirements of CEQA. We have recent experience preparing Initial Study/Mitigated Negative Declaration documents for a wide range of projects in a short time frame and for a reasonable cost. Our organizational chart outlining our proposed staff follows, followed by resumes of each key team member at the end of this proposal.

Our proposed team will be led by Sally Zeff, AICP, and Cherry Zamora, experienced planners and environmental consultants. Randy Chafin, AICP, will provide planning services. They will be supported by technical experts in our Sacramento office, and Fehr and Peers, a frequent teaming partner and top traffic consulting firm with strong CEQA experience.

Organizational Chart



Key Staff Resumes

Please find the resumes of the Key Staff members in the Appendix.

Project Experience

The following summarizes selected relevant project experience. ICF has prepared thousands of CEQA documents for a wide variety of projects, ranging from Exemptions to large EIS/EIRs.

Client Name & Title	City of Menlo Park – Facebook Campus Expansion Project Environmental Impact Report
Address	701 Laurel Street, Menlo Park CA 94025
Project Overview	Hibiscus Properties, LLC, an affiliate of Facebook, Inc., is proposing to redevelop an existing approximately 58-acre industrial site, known as the TE Connectivity Campus, by demolishing existing onsite buildings and landscaping and constructing two new office buildings and a hotel. The project expands the existing Facebook Campus. The two proposed office buildings (Buildings 21 and 220 would encompass approximately 962,400 gross square feet (gsf). The hotel would be a 200-room limited-service hotel with approximately 174,800 gsf. Development of the office buildings and hotel would result in a net increase of approximately 121,300 gsf at the project site.

Client Name & Title	City of Oroville – General Plan and General Plan Environmental Impact Report
Address	1735 Montgomery Street, Oroville, CA 95965
Project Overview	As a subconsultant to DCE Planning, ICF prepared a complete set of background working papers to document existing conditions related to Air Quality, Biological Resources, Cultural Resources, and Noise that were used to develop the related General Plan elements and EIR setting sections. The working papers addressed the topics covered by each of the General Plan mandatory and optional elements (existing and proposed) proposed to be updated. ICF also collaborate with DCE Planning in the review and preparation of General Plan policies relevant to these resource areas and prepare the resource-specific chapters of the General Plan Program EIR.

Client Name & Title	Los Angeles County Public Works Department - LAC+USC Medical Centers Environmental Documentation
Address	900 S. Fremont Avenue, Alhambra, CA 91803
Project Overview	The LAC+USC Medical Center (Center) is a world-class, Level-One trauma center and a hub in the County of Los Angeles healthcare system serving 10 million county residents. The Center, which dates back to 1878, occupies 76 acres northeast of downtown Los Angeles in a low-income and minority community and contains the landmark, iconic, and historic General Hospital building as well as a number of other historic buildings on the campus. The LAC+USC Medical Center Master Plan (Master Plan) will serve as a vision and guide for future development of up to 1.25 million square feet of new outpatient clinics, medical office, research and development space, and other ancillary facilities plus 450 new hospital beds, parking structures, and community open space over the next 25 years. ICF was responsible for preparing the CEQA Program EIR for the Master Plan under the direction of staff from the County of Los Angeles Department of Public Works (LACDPW), a long-term key client for ICF.

PROJECT UNDERSTANDING

Project Objectives

ICF understands that the Oroville Hospital Expansion project proposes a new medical center wing and associated parking facilities to expand and modernize services to the City and surrounding region. ICF understands that this is an important and highly visible project for the City and the applicant, and that the City needs the application and environmental review process to be completed in a timely fashion, and fully compliant with CEQA. ICF's highly qualified team is available to complete this work and ready to start upon authorization.

Our schedule consists of a 6-month timespan from start to finish. As a leader in CEQA compliance and environmental document preparation, ICF is highly qualified and eager to provide these services.

The proposed project consists of a new medical center wing and associated parking facilities and site improvements. Additional parcels totaling 2.8 acres in area will be added to the existing 13-acre site. The project will require the following discretionary actions:

- ▶ **General Plan Amendment/Rezone** – The General Plan land use designation of one parcel is proposed to change from Mixed Use (MU) to Public (PU) and is proposed to be rezoned from Corridor Mixed Use (MXC) to Public/Quasi Public (PQ).
- ▶ **Variance** – The proposed medical center wing is 85 feet in height; whereas, the zoning ordinance allows a maximum height of 50 feet.
- ▶ **Use Permit** – The proposed project requires a use permit, which will include conditions of approval.
- ▶ **Other Required Approvals** – Lot Line Adjustment/Parcel Merger, Demolition Permit, and Art Installation Permit, all of which are administrative actions under the authority of the Community Development Director.

Scope of Work

ICF will provide staff services to the City consisting of application review and processing, and preparation of the environmental document. ICF will work as an extension of City staff in these efforts.

Task 1. Application Processing

ICF will function as an extension of City of Oroville Planning Division, Community Development Department personnel in the review and processing of the applications required for the Hospital expansion Project, as summarized below. These tasks include the following:

- ▶ Reviewing the submitted application materials for completeness;
- ▶ Analysis of the application materials for consistency with City policies and ordinances, particularly the General Plan and Zoning Ordinance;
- ▶ Preparation of staff reports and draft resolutions;
- ▶ Presentation of staff reports at meetings of the Planning Commission and City Council. ICF will prepare the staff report for the Planning Commission and the City Council for City staff review and use. One draft of each report will be prepared and submitted to the City in Word format.

ICF personnel will review the applications and prepare a staff report providing recommendations for action by the Planning Commission as well as two draft resolutions for Planning Commission consideration. Since at this time, it is assumed that an Initial Study/Mitigated Negative Declaration will be the appropriate CEQA documentation, one resolution will provide for Planning Commission adoption of the IS/MND and Mitigation Monitoring Program, and the other resolution will provide for adoption of the Use Permit and Variance (with required findings). Both Planning Commission resolutions will include the findings necessary to support the Planning Commission actions and recommendations. Because City Council action is required to amend the General Plan and Zoning ordinance, the second Planning Commission resolution will provide a recommendation to City Council relative to the proposed GPA and rezone. ICF senior staff will make presentations to the Planning Commission at noticed hearings.

Following action by the Planning Commission, ICF will also prepare a staff report, resolution, and ordinance for City Council action on the GPA and rezone. As noted in Task 7, ICF senior staff will make presentations to the City Council at noticed hearings.

Task 2. Preparation of the Administrative Draft Initial Study

Task 2.1. Peer Review of Technical Studies

As a part of the environmental analysis, ICF in-house qualified experts will peer review studies provided by the applicant, perform required additional studies, and prepare the CEQA document for the project. During the preparation of the document, ICF will carefully assess whether there are any impacts that cannot be reduced to a less than significant by feasible mitigation measures, and if any are identified, notify the City as soon as possible that an EIR may be required. This scope of work is based on the assumption that an EIR will not be required.

ICF staff are experienced at developing mitigation measures for a wide variety of projects to ensure that the project impacts can be reduced to a less than significant level.

- ▶ Traffic Study: ICF's subconsultant, Fehr & Peers, would peer review the traffic study provided by the project applicant.
- ▶ Climate Change Peer Review

ICF will prepare a peer review of the GHG technical study prepared by the project applicant's sub consultant. The peer review will evaluate the approach and methodology used to characterize emissions, thresholds used to determine project significance (e.g., consistency with the City of Oroville's CAP, consistency with the SANDAG and Newhall Ranch California Supreme Court decisions, etc.), and mitigation identified to reduce the severity of any identified impacts. As part of the peer review, we will prepare a memorandum detailing the results of our peer review and present recommendations to City of Oroville staff regarding the veracity of the technical and environmental GHG analysis and whether it is adequate to support the IS/MND analysis. This scope of work assumes two rounds of review: an initial review of the GHG technical study and with comments provided in a memorandum and a subsequent review of the GHG technical study to determine whether initial comments provided are adequately addressed with additional comments provided in a memorandum. Note this scope of work assumes that ICF will not prepare any updates to the GHG technical study. In the event the project applicant and/or City requests that ICF update the GHG technical study, an amendment to this scope and budget would be necessary to identify the level of effort required to update the GHG technical study. Upon determination the GHG technical study is adequate to support the IS/MND analysis, ICF will prepare the IS/MND GHG section based on the final GHG study.

Task 2.2. Preparation of the Administrative Draft Initial Study Document

ICF will prepare an administrative draft of the Draft IS for review by the City. This document will include all required issue areas:

- ▶ Aesthetics,
- ▶ Agricultural and Forestry Resources,
- ▶ Air Quality,
- ▶ Biological Resources,
- ▶ Cultural Resources,
- ▶ Geology and Soils,
- ▶ Greenhouse Gas Emissions,
- ▶ Hazards and Hazardous Materials,
- ▶ Hydrology and Water Quality,
- ▶ Land Use and Planning,
- ▶ Mineral Resources,
- ▶ Noise,
- ▶ Population and Housing,
- ▶ Public Services,
- ▶ Recreation,
- ▶ Transportation/Traffic,
- ▶ Tribal Cultural Resources,
- ▶ Utilities and Service Systems, and
- ▶ Mandatory Findings of Significance.

Detailed technical analysis is anticipated to be required for the specific issue areas described below:

Aesthetics – The aesthetic resources assessment will follow standards of professional practice for aesthetic analysis to ensure environmental compliance. We will broadly describe the physical setting of the program area in terms of the aesthetic character and quality of viewsheds, using a desktop review of online aerial imagery and mapping, noting any protected aesthetic resources in the City. We will also broadly describe the viewer groups, as well as their relative sensitivity to changes in views. Analysis of light and glare and the project's consistency with the City's design guidelines and design review requirements will be included. The preparation of photo simulations are not included.

Cultural Resources – The potential for impacts to cultural resources will be considered. Potential impacts will be discussed for built environment resources, archaeological and paleontological resources, and for human remains. Impacts will be analyzed and mitigation measures will be developed if needed. ICF will request a Sacred Lands File search and list of Native American contacts from the Native American Heritage Commission (NAHC) and provide the County with Assembly Bill (AB) 52 tribal consultation for the IS. The results of the NAHC request, described above, will aid the City in identifying any tribes to be consulted under AB 52. This scope includes assistance to the City with AB 52 consultation. However, since AB 52 consultation is a new and

evolving process, assistance is limited to the scoped hours; if additional assistance is required, an amended cost will be required.

Air Quality and Greenhouse Gases – ICF will prepare the air quality technical analysis and IS/MND section for the Oroville Hospital Expansion Camino Hospital project consistent with all applicable procedures and requirements of the Butte County Air Quality Management District (BCAQMD). In addition, ICF will prepare a peer review of the applicant-prepared greenhouse gas (GHG) study and prepare the IS/MND GHG section based on the final GHG study.

The air quality analysis will focus on the criteria pollutants of greatest concern in the Sacramento Valley Air Basin (SVAB) that will be generated by construction and operation of the proposed project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NOX]), carbon monoxide (CO), and inhalable particulate matter (PM10 and PM2.5). ICF air quality specialists will prepare an air quality analysis describing existing air quality conditions, the project's air quality impacts, and mitigation measures, including those recommended and required by the BCAQMD.

In the project setting section, ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to this project. We will summarize meteorological and climatological data for the project study area, as well as localized conditions in the vicinity of the proposed project using data collected by the BCAQMD and the California Air Resources Board (ARB). The pollutants of concern in the proposed project area and their known health effects will also be described. The existing state and federal ambient air quality standards; the region's attainment status with regard to those standards; and a discussion of applicable air quality goals, policies, and attainment plans of state and local agencies, including the region's most recent air quality plans, will be summarized. We will also describe the general locations of existing sensitive receptors in the project vicinity.

The project impacts section will identify significant impacts using the BCQMD's adopted thresholds of significance, CEQA Air Quality Handbook: Guidelines for Assessing Air Quality and Greenhouse Gas Impacts for Projects Subject to CEQA Review. ICF will describe the air quality thresholds used to identify significant impacts based on the BCAQMD's guidance document, as well as the methodology used to estimate project-related emission impacts. The impacts section will specifically focus on the following analyses.

ICF will quantify demolition and construction emissions and evaluate resulting potential impacts associated with the proposed project. Project demolition and construction activities would involve the use of off-road construction equipment and on-road trucks. Because these sources would primarily use diesel fuel, they would generate emissions of diesel exhaust in the form of ROG, CO, NOX, SOX, PM10 and PM2.5. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as demolition, site clearing, or grading would generate fugitive dust emissions in the form of PM10 and PM2.5. Worker commute trips would generate vehicle exhaust and road dust emissions. Emissions will be quantified using the CalEEMod emissions model and construction data (i.e., anticipated construction schedule and equipment) provided by the project applicant.

In the event that project-specific construction and demolition activity information is not available, we will use CalEEMod model default settings (including equipment horsepower and load factor) for construction activities, based on the number of designated land uses) to identify the type and number of equipment that would be operating on a typical 8-hour workday during the construction activities. The analysis of construction impacts will also address construction-related mitigation measures required by the BCAQMD. Daily construction emissions will be quantified for comparison to local emission thresholds identified by the BCAQMD. Based on the age of the existing land uses on the project site, it is assumed that the building is likely to contain asbestos used for insulation

purposes and that asbestos may be uncovered and disturbed during demolition. The potential for asbestos exposure during demolition will be assessed in the air quality chapter. Potential mitigation for reducing exposure to asbestos will include the development and implementation of an asbestos compliance plan, consistent with ARB and federal regulations.

ICF will use traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod emissions models to quantify operational emissions of ROG, NOX, CO, PM10, and PM2.5 from project-related motor vehicle emissions associated with the proposed project. Operational emissions associated with area sources (i.e., landscaping, residential heating, and consumer products) will also be estimated with the CalEEMod model. Estimated daily operational emissions will be quantified for comparison to applicable BCAQMD emission thresholds.

ICF will perform a qualitative health risk assessment (HRA) associated with project construction and operations and we will consult with BCAQMD planning staff to verify this approach. In the event consultation with BCAQMD staff indicates a quantitative HRA may be required, an amendment to this scope and budget would be required to identify the level of effort that would be required to prepare the quantitative HRA.

Noise and Vibration – ICF will prepare a noise and vibration impact analysis that employs standard noise and vibration modeling techniques consistent with the requirements of the City of Oroville General Plan Noise Element and noise section of the City’s municipal code.

Key noise issues to be addressed will include:

- ▶ Exposure of existing noise-sensitive land uses to noise associated with demolition and construction activity,
- ▶ Exposure of existing noise-sensitive land uses to noise associated with project-related changes in traffic patterns and operational noise, and exposure of proposed noise-sensitive land uses to noise.

In the setting section existing sources of noise in the project area will be identified along with existing noise sensitive land uses in the project area. Existing noise conditions in the project area will be described based on information in the City of Oroville General Plan Noise Element and noise monitoring in and around the project site. ICF will collect short-term (10 to 15 minute) daytime noise levels at selected locations in and around the project site. Long-term monitoring (24-hour) will be conducted at one location near the residential area located west of the project site. Existing traffic noise conditions will be modeled using the FHWA Traffic Noise Model (TNM) and traffic data to be provided by the project traffic consultant. Up to 10 roadway segments will be evaluated. City of Oroville noise standards in the City of Oroville General Plan Noise Element and City municipal code will be summarized.

In the impact section, CEQA significance thresholds will be defined based on City of Oroville noise standards and other applicable noise standards as appropriate. Demolition and construction noise and vibration will be evaluated using construction noise and vibration modeling methods recommended by the U.S. Department of Transportation and construction equipment data to be provide by the project applicant. Traffic noise will be evaluated along up to 10 roadways segments under the following conditions using TNM and traffic data to be provided by the project traffic consultant:

- ▶ Existing plus project
- ▶ Buildout (cumulative) no project
- ▶ Buildout (cumulative) plus project

Traffic noise will be evaluated in terms of how project-related traffic noise increases may affect existing noise sensitive land uses and how proposed noise sensitive land uses may be affected by noise from traffic on existing or planned or roadways. The potential exposure of existing noise sensitive use to operational noise (i.e. parking lot activity, mechanical systems) will be evaluated along with potential noise impacts associated with new noise-sensitive uses on the project site.

The significance of noise impacts will be assessed based predicted noise exposures and the defined CEQA significance thresholds. Where significant noise impacts are identified, mitigation to reduce impacts to a less than significant level (where feasible and reasonable) will be identified. Noise mitigation will be described at a level of detail appropriate for environmental review and not at a design level of detail.

Land Use and Planning – The land use section will describe the consistency of the proposed extension with the City’s General Plan and potential land use compatibility issues will be identified and discussed. This will include discussion of a general plan amendment and rezoning of parcel 013-260-063 from a Mixed Use (MU) land use designation to Public (PU) and a Corridor Mixed Use (MXC) to Quasi-Public (PQ) zoning classification. It will also include the need for a variance by the City to address the height of the new building.

Traffic and Transportation – Fehr & Peers, as a subconsultant to ICF, would provide peer review of the traffic study provided by the project applicant.

Task 3. Prepare Screencheck Draft IS/MND

Following review by the City, and assuming that it is possible to reduce all significant impacts to a less than significant level, ICF will revised the document in response to City comments, and prepare the Screencheck IS and a draft Mitigated Negative Declaration (MND) for review and approval by the City. It is anticipated that there may be the need for a one-hour phone conference with the City to discuss the City’s comments on the Administrative Draft IS/MND.

Deliverables

- ▶ 1 hard copy and 1 electronic copy (Microsoft Word) of Screencheck IS/MND to City

Task 4. Prepare and Circulate the Public Draft IS/MND

Following review and approval by the City of the Screencheck, ICF will prepare the Final IS and a Mitigated Negative Declaration (MND) for circulation to agencies and filing with the State Clearinghouse. ICF will prepare hard and electronic copies and deliver them to the County for distribution. ICF will deliver 15 hard copies of the IS/MND and one electronic copy on CD to the State Clearinghouse on behalf of the County.

Deliverables

- ▶ 15 hard copies of Subsequent IS/MND and one electronic copy on CD for Clearinghouse
- ▶ 20 hard copies of Subsequent IS/MND
- ▶ 1 web-ready pdf copy of IS/MND
- ▶ 1 electronic copy (Microsoft Word)

Task 5. Review Comments on IS/MND

During the 30-day review period for the IS/MND closes, ICF will review comments and, if necessary, revise the IS/MND to prepare the Final IS/MND, addressing agency comments. Though extensive comments are not expected, ICF will review and organize comments as they come in, creating a comment/response table. ICF will provide the completed table to the County in order to facilitate a thorough review of the comments and proposed responses prior to the production of the Final IS/MND if changes are necessary. After a phone conference to discuss the comments and responses, ICF will proceed with production of the Final IS and provide the County with a draft document for review. Comments will be incorporated into the Final IS. For the purposes of estimating costs, ICF assumes that no more than 10 comment letters will be received. Should more comments be received, additional effort would be necessary.

Deliverables

- ▶ Comment/response table in electronic format
- ▶ 1 electronic copy (Microsoft Word) of Draft Final Subsequent IS/MND
- ▶ 1 web-ready electronic version (pdf) of Final IS/MND
- ▶ 1 electronic copy (Microsoft Word) of Final IS/MND

Task 6. Prepare Mitigation Monitoring and Reporting Program

ICF will prepare a Mitigation Monitoring and Reporting Program based on the Mitigated Negative Declaration. The MMRP will list mitigation measures and indicate when they will occur, who will implement them, and who will be responsible for ensuring their implementation. The MMRP will be in table format. A draft will be provided to the City for review and a final version will be submitted to the City for inclusion in the hearing materials.

Deliverables

- ▶ 1 electronic copy (Microsoft Word or pdf) of draft MMRP
- ▶ 1 hard copy and 1 electronic copy (Microsoft Word and/or pdf) of MMRP

Task 7. Attend Public Hearings

ICF will attend up to two hearings, expected to be a Planning Commission and City Council hearing. ICF will attend additional hearings on a time and materials basis, not included in the cost estimate.

Deliverables

- ▶ Attendance at two public hearings.

Project Budget Estimate

Task	Cost
Task 1. Application Processing	\$3,825
Task 2. Prepare Administrative Draft IS	\$43,123
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND	\$4,075
Task 4. Prepare and Circulate the Public Draft IS/MND	\$1,631
Task 5. Review Comments on IS/MND and revise as necessary	\$1,754
Task 6. Prepare Mitigation Monitoring and Reporting Plan	\$1,004
Task 7. Attend Public Hearings	\$1,440
Direct Expenses	\$1,111
Total	\$57,963

ICF proposes to invoice costs monthly, on a time and materials basis.

Project Schedule

The proposed schedule follows and reflects the schedule for a CEQA Initial Study, with tasks beginning in February 2017 and concluding in July 2017.

Task	F	M	A	M	J	J
Task 1. Application Processing	■					
Task 2. Prepare Administrative Draft IS	■	■				
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND			■			
Task 4. Prepare and Circulate the Public Draft IS/MND			■	■		
Task 5. Review Comments on IS/MND and revise as necessary					■	
Task 6. Prepare Mitigation Monitoring and Reporting Plan					■	
Task 7. Attend Public Hearings						■

APPENDIX

Please find resumes of the Key Staff members on the following pages.

SALLY ZEFF, AICP

Project Director

Sally Zeff has more than 30 years of experience in environmental consulting, management, permitting, mining consulting, and planning consulting; she also has extensive experience serving as a public agency planner. She has strong qualifications in general plans, land use, energy, traffic, housing, agriculture and farmland conservation, mining, and related environmental analyses. Sally is also experienced in preparing documentation for CEQA and NEPA compliance and permitting, related to mixed-use land development, transportation, renewable, fossil, and nuclear energy, agricultural processing and mining. Her urban, regional, and rural planning experience includes general plan work, site analysis, feasibility studies, and mine inspection programs.

Sally has designed and implemented public involvement programs for projects ranging from general plans to environmental impact reports. She has also developed and implemented a variety of visioning exercises, including specific development project alternatives and general plans. Sally's experience includes presentations at public hearings, meetings, and forums; stakeholder and workgroup meetings; and workshops, and she has demonstrated skills in the preparation of public information handouts and displays.

Her experience as a public agency planner and city planning director give her specialized insight into handling questions and presentations of opinions by a variety of stakeholders, including project proponents, affected landowners, community activists, and concerned citizens.

Years of Experience

- Professional start date: 1981
- ICF start date: 10/2002

Education

- MUP, Urban Planning, University of Michigan, 1981
- BA, Medieval Studies, Reed College, 1980

Professional Memberships

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

Certifications

- Certified Planner, American Institute of Certified Planners (AICP), No. 6100
-

Project Experience

Butte Regional Conservation Plan (BRCP) EIS/EIR—Butte Council of Governments (BCAG), Butte County, CA.

Project Manager. ICF prepared a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that evaluated the impacts associated with issuing endangered species permits and implementing the joint Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP) for western Butte County, known as the Butte Regional Conservation Plan (BRCP). The BRCP is proposed by 11 agencies and the BRCP Plan Area encompasses 564,219 acres in western Butte County consisting of the western lowlands and foothills of Butte County. ICF worked closely with the USFWS and BCAG, the lead agencies for the joint document, in developing alternatives, establishing the baseline, analyzing impacts, and developing appropriate mitigation. The draft EIS/EIR public comment period has ended and preparation of the Final EIS/EIR is underway.

Redevelopment Plan Study and EIR—City of Williams/Rosenow Spevacek Group, Inc. (RSG), Williams, CA.

Project Director. ICF prepared the EIR supporting the City of Williams initiation of a redevelopment area and agency, and adoption of a redevelopment plan.

Sutter Gould Medical Offices Project—City of Stockton, CA.

Project Manager. Sally managed preparation of environmental studies for construction of medical offices and an ambulatory surgery center on a greenfields site in the City of Stockton. This project involved a general plan amendment, zone change, and use permit.

Mine Cleanup IS/ND and Public Involvement Program, Spenceville Wildlife Refuge—California Department of Fish and Wildlife, CA.

Project Manager. Sally served as project manager for preparation of environmental documents and project permits for cleanup of the Spenceville Mine, an historic abandoned copper mine owned by CDFW. Issues included toxic mine pit water cleanup and disposal, stream restoration, and historic and cultural resources.

Palermo to East Nicholas Transmission Line Project PEA—Pacific Gas & Electric Company (PG&E), East Nicolaus, CA.

Project Manager. Sally served as project manager, where she ensured coordination between permitting staff, technical staff, and environmental analysts. Advised PG&E on appropriate CEQA, NEPA, and permitting approaches. She assisted PG&E in working with the California Public Utilities Commission. Managed preparation of the PEA for the project, and coordinated with the CPUC and its consultants, ensuring smooth acceptance of the document by the agency.

River Park EIR—City of West Sacramento, CA.

Project Manager. Sally served as project manager for an EIR for a project consisting of over 2,400 mixed-density residential units, a 40-acre park, and community open space on approximately 446 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, wetlands, flooding, and potential effects of riverfront recreational uses.

Yarbrough EIR—City of West Sacramento, CA.

Project Director. Sally served as project director for an EIR for a project consisting of approximately 3,000 residential units and a golf course on 710 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, flooding, and wetlands.

Marysville Hotel Demolition EIS/EIR—City of Marysville, CA.

Project Manager. Sally managed preparation of a joint NEPA/CEQA environmental document (EIS/EIR) for a highly controversial project involving the potential demolition of the landmark Marysville Hotel. Issues included historic resources, parking and traffic circulation, and toxic materials, as well as significant public concern stemming from the structure's controversial recent history and its significance to the Downtown Historic District.

CHERRY ZAMORA

Project Manager

Cherry Zamora is a Project Manager with 12 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Ms. Zamora has extensive project experience with Caltrans capital improvement transportation projects and local assistance efforts.

Project Experience

Hazel Avenue / US 50 Interchange—Sacramento County, CA, 2016 – Present.

Project Manager. Cherry serves as project manager for this interchange reconfiguration. Cherry facilitated agency scoping, oversaw preparation of environmental technical studies, and coordinated acquisition of access agreements for survey work. Cherry provides on-going project tracking and data requests with the engineering team and County. She also monitors progress of technical studies and provides QA/QC to ensure studies are consistent with requirements of the Caltrans Standard Environmental Reference.

Avenue 66 Grade Separation—County of Riverside, Community of Mecca, CA, 2014 – 2016.

Associate Environmental Planner. Cherry served as the associate environmental planner during the Local Assistance process with Caltrans, where she oversaw the preparation of technical studies and was the primary author of the CEQA IS/MND. The project consists of a 1.7 mile-long new roadway with a new grade separated crossing over State Route 111 and connection to State Route 195.

State Route 99/Pelandale Avenue Interchange Reconstruction—City of Modesto, Stanislaus County, CA, 2008 – 2010.

Associate Environmental Planner. Cherry served as an associate environmental planner for this Capital Improvements project, where she coordinated technical study submittals and revisions with resource specialists and agency reviewers. Cherry was the primary author of the CEQA IS/MND and facilitated the public meeting.

I-215/Scott Road Interchange—County of Riverside, Menifee, Murrieta, CA, 2009 – 2014.

Associate Environmental Planner. Cherry served as an associate environmental planner and led the PA&ED process with Caltrans, where she coordinated technical study submittals and revisions with County and Caltrans reviewers. The project included completion of the original NEPA CE and CEQA IS/MND. With later additions to the project footprint, Cherry also managed the re-validation process and oversaw preparation of supplemental studies.



Years of Experience

- Professional start date: 05/2003
- ICF start date: 01/2016

Education

- MA, Geography, University of California, Davis, 2009
- BA with Departmental Honors, Geography, University of California, Berkeley, 2003

Certifications/Other

- Traffic Noise Model 2.5, Bowlby & Associates, 2015
- Comprehensive NEPA, SWCA Consultants, 2004

Pioneer Bluff Bridge/Mike McGowan Bridge—City of West Sacramento, CA, 2013 – 2014.

Primary Author. Cherry served as the primary author of the CEQA IS/MND and served as the air quality specialist for the NEPA document. This included internal coordination with design staff, traffic engineers, and environmental technical specialists. She provided air quality analysis support and coordinated with FHWA for air quality conformity approval of this new bridge over the Barge Canal.

South Riverside Avenue, East San Bernardino Avenue, and Willow Avenue Street Widenings—City of Rialto, San Bernardino County, CA, 2014 – 2015.

Associate Environmental Planner. Cherry served as the associate environmental planner for this street widening project, where she oversaw the Section 10 consultation process with USFWS for impacts to the endangered Delhi-sands flower loving fly, mitigation purchase, preparation of technical studies, and preparation of the CEQA IS/MND.

State Route 18/Apple Valley Road Intersection Reconfiguration—Town of Apple Valley, San Bernardino County, CA, 2010 – 2013.

Associate Environmental Planner. Cherry served as the associate environmental planner for this intersection reconfiguration, where she managed the preparation of environmental technical studies and worked with Caltrans Streamlined-Oversight to prepare, revise, circulate, and finalize the CEQA IS/MND with Caltrans as the lead agency. She also provided technical air quality support to ensure the project's inclusion in the Regional Transportation.

EA for the Thunder Bay National Marine Sanctuary Visitors Center, Alpena, Michigan. 2004 – 2006.

Primary Author. Cherry served as the primary author of the NEPA EA/FONSI.

Airport Surveillance Radar Model 11, Fort Wayne, Indiana, 2003 – 2005.

Lead Environmental Planner. Cherry led the environmental planning effort for this radar project at an off-airport site. Prepared the NEPA EA consistent with Federal Aviation Administration regulations. She coordinated preparation of cultural sub-consultant report and prepared agency scoping letters.

CEs for the Airport Surface Detection System, Model-X, Phoenix Sky Harbor International Airport, Phoenix, Arizona and Bradley International Airport, Bradley, Connecticut, 2003 – 2006.

Lead Environmental Planner. Cherry led the environmental planning effort for radar tower and equipment installation for these two projects. Prepared supporting documentation for the NEPA CEs consistent with Federal Aviation Administration regulations. She coordinated extensive cultural and biological consultation with concerned agencies.

Employment History

ICF. Project Manager. Sacramento, California. 01/2016 – Present.

Dokken Engineering. Associate Environmental Planner. Folsom, California. 06/2008 – 01/2016.

SRI International. Environmental Research Analyst. Menlo Park, California. 05/2

RANDY CHAFIN, AICP

Senior Manager

Randy Chafin has more than 35 years of diverse urban and environmental planning experience in both the public and private sectors. His expertise encompasses most aspects of the municipal planning process, including environmental impact analysis under CEQA and NEPA, formulation of policies and ordinances, land use planning, development analysis, and urban design. A skilled project director and manager, Randy works effectively at the intersection of urban planning and environmental planning. He has worked extensively with other disciplines involved in the development process, including engineers, architects, environmental specialists, attorneys, landscape architects, and developers, and is well versed in California planning and environmental law.

Following 12 years in the public sector, Randy operated his own consultancy for 12 years. Since that time, he has worked as a Principal/Project Director/Manager for consulting firms. Randy is highly skilled at creating environmentally sustainable solutions for complex development projects through both project design and mitigation strategies. He was principal author of several large, mixed-use specific plans and contributing author of several area plans, general plans, and individual general plan elements. Randy has served as principal author, project manager, and QA/QC specialist for numerous environmental impact analyses, including EIRs, IS/MNDs, EAs, and mitigation monitoring programs, for a wide range of project types. As a result of his broad experience, understanding of municipal planning processes, and knowledge of other disciplines, Randy has been retained as an extension of public agency staff and project manager for numerous complex, and sometimes controversial, projects. In this capacity, he has ensured that the work of all project team members is coordinated, that all required processes are followed, and that the requirements of all regulatory agencies are met.

Project Experience

CEQA and NEPA Documents

University Millerton Campus and Amendment to Millerton Specific Plan EIR—California Health Sciences, Fresno County, CA.

Project Manager. Randy managed the preparation of the EIR for this proposed project on an approximately 483-acre area within the approved Millerton Specific Plan in unincorporated Fresno County, near Millerton Lake. The project components analyzed in the EIR include:

- ▶ General Plan Amendment



Years of Experience

- Professional start date: 1975
- ICF start date: 2016

Education

- B.S. Urban Planning, Cal Poly, Pomona, 1974

Professional Memberships

- Member, American Planning Association (APA)
- Member, American Institute of Certified Planners (AICP)
- Member, Association of Environmental Professionals (AEP), Superior California
- Member, Urban Land Institute (ULI) formerly Advisory Board Member, Sacramento District Council

Certifications/Other

- American Institute of Certified Planners (AICP)

Areas of Expertise

- CEQA/NEPA Documentation
- Environmental Constraints Analysis
- Sustainable Development and Mitigation Strategies
- Policy Planning

- ▶ Change in Zoning
- ▶ Amendment to the Millerton Specific Plan
- ▶ Conditional Use Permit to construct and operate 179 acres devoted to the California Health Sciences University

The post-graduate University Campus will include five medical colleges, with full ancillary and support facilities, and student housing. Campus buildout is anticipated to take 15 to 20 years. The project also includes amendments to the Millerton Specific Plan and rezoning for an “alternative” elementary school site, an “alternative” safety services site, a Medium Density Residential site, and a relocated park site.

Sierra College Campus Master Plan EIR—Sierra Community College District, CA.

Project Manager. Randy managed the preparation of a combined program/project EIR for the campus master plan, which will guide the construction of facilities for a 20-year period. The campus adjoins a creek and oak woodlands, which will need to be protected, and abuts residential communities. The master plan covers the main 200-acre campus site and two nearby sites. The project-level analysis addresses several near-term construction projects, while the program-level analysis addresses the overall 20-year master plan.

South Placer County Schools IS/MND—Various School Districts, County of Placer, CA.

Project Manager. Randy managed the preparation IS/MNDs for the majority of the new schools and expansions to existing schools for several school districts for several years in rapidly-developing South Placer County, including the following districts: Rocklin Unified, Loomis Union, Eureka, Roseville City, Western Placer, and Roseville Joint Union High School.

Wal-Mart Regional Distribution Center EIR—City of Merced, CA.

Project Director/Project Manager. Randy led a team that prepared a full-scope EIR for a proposed regional distribution warehouse on a 230-acre site in Merced. The proposed facility would cover 1.2 million square feet, would employ 1,200 persons on a 24/7 basis, and would involve as many as 900 tractor trailer trips on a daily basis. Key environmental topics were land use compatibility, biological resources, surface hydrology and water quality, traffic, noise, and air quality.

County Government Center EIR—County of Solano, CA.

Project Manager. Randy managed the preparation of the EIR for the new government center complex in downtown Fairfield, a multi-phased project that would centralize many Solano County departments currently located at several sites. The project involved demolition of several buildings in downtown Fairfield and construction of a six-story, 300,000-square-foot office building, and a five-story parking structure. Because of the project site’s location near the central business district, other County facilities, a school and residences, key issues included construction and long-term impacts such as noise, traffic, and visual concerns.

Sierra Nevada Hospital Expansion EIR—City of Grass Valley, CA.

Project Manager. Randy managed the preparation of the EIR for a major expansion to western Nevada County's primary hospital. The hospital expansion involves construction of nearly 228,000 square feet of floor space in four phases of construction on a 25-acre site surrounded on three sides by a residential neighborhood. Key issues included visual impact on, and noise impact of the adjacent State Highway 20/49, circulation and parking, noise, cultural resources, surface hydrology, and public services.

Twelve Bridges Community College Campus EIR—Sierra Community College, City of Lincoln, CA.

Project Manager. Randy managed the preparation of the EIR required for site acquisition, construction, and operation of a new community college campus in the rapidly developing Twelve Bridges area of the city of Lincoln in Placer County. The proposed 63-acre technology-based campus will be developed and will operate in conjunction with a high school and city library.

Contract Planning and Project Management

Contract Planning Services—County of Siskiyou, CA.

Interim Deputy Director of Planning. While employed by ICF, Randy served as Interim Deputy Director of Planning and Assistant LAFCo Executive Officer on a part-time basis for a period of three months. His duties including preparing and reviewing planning department staff reports and environmental documents, QA/QC, attendance at Planning Commission and Board of Supervisor meetings, and oversight of the Planning Department staff and activities.

Master Development Plan and Specific Plan Peer Review—City of Stockton, CA.

Project Director/Project Manager. Under contract to the City of Stockton Community Development Department, Randy directed a team that evaluated five specific plans for large, mixed-use developments covering several thousand acres in various new growth areas of the city. He led the team in this review process, which included assessing the completeness and adequacy of the draft plans, commenting on land planning concepts in each of the plans, and providing guidance in the EIRs prepared for each draft plan.

Contract Planning Services—City of Wheatland, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a three-year period, providing all planning and environmental review functions. In addition to processing several development applications and providing routine administration of planning-related policies and ordinances, Randy was responsible for formulation of the work program and selection of a consultant team for a comprehensive general plan update.

Contract Planning Services—City of Colfax, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a two-year period, performing all planning and environmental review functions.

Contract Planning and Environmental Services—City of Davis, CA.

Planning and Environmental Consultant. Randy was retained by the Community Development Department on two occasions for extended periods of time to serve as an extension of department staff. Tasks included formulation of a development phasing strategy, transportation systems management (TSM) concept, and multifamily design guidelines. In addition, he reviewed and processed several development applications and served as the City's project manager and peer review consultant for the preparation of three environmental impact reports.

Chico Urban Area Nitrate Compliance Plan—County of Butte, CA.

Planning /Environmental Consultant. Randy served as contract environmental coordinator for environmental review of this complex project that proposed to decommission individual septic leachfield systems serving nearly 8,000 dwellings within the City of Chico and unincorporated Butte County, and connect those dwellings to a sanitary sewer system. Randy also managed the preparation of a full-scope EIR prepared by another consultant.

Contract Planning Services—County of Butte, CA.

Project Manager. Randy managed staff that served as an extension of Butte County Department of Development Services for several months to process a variety of development applications for projects throughout the county, including minor subdivisions, variances, and conditional use permits.

Contract Planning Services—County of San Joaquin, CA.

Project Manager. As an extension of San Joaquin County Community Development Department staff, Randy supervised the work of staff in the analysis of several development applications in various urbanized and rural areas of the county. His work included preparation of staff reports and completion of environmental documentation.

Contract Planning Services—Town of Loomis, CA.

Planning Consultant. Randy served as an extension of the Town of Loomis staff in the processing and coordination of development applications for a 44,000-square-foot historic renovation project proposed in the Downtown Core. The project proposed a variety of retail commercial, food service, and entertainment uses.

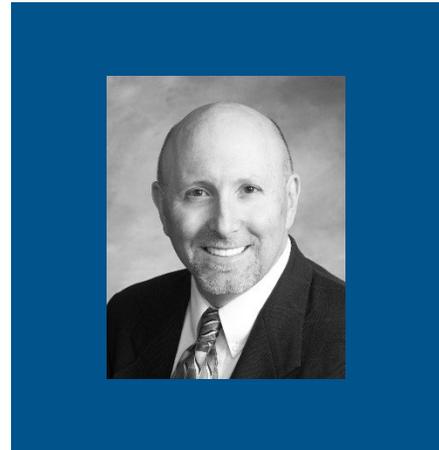
Contract Planning Services—County of El Dorado, CA.

Planning Consultant. Randy served as an extension of El Dorado County staff in the analysis of several development applications throughout El Dorado County over a period of several months.

DAVID M. BUEHLER, PE

Project Director, Noise and Vibration Specialist

David Buehler is a board-certified member of the Institute of Noise Control Engineering and has over 30 years of experience working as a consultant in acoustics and vibration. He conducts analysis of noise and vibration associated with transportation, construction, industrial, energy, commercial, recreation, and other projects. His expertise includes field investigations, impact and mitigation assessment, policy development, training, and project management. David has prepared numerous noise studies in the context of California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation. He has served as an expert witness for Caltrans on several lawsuits involving highway traffic noise. In 2005, he was part of a team that received the Federal Highway Administration (FHWA) Environmental Excellence Award for Exemplary Achievement in Ecosystems, Habitat, and Wildlife.



Years of Experience

- Professional start date: 10/1981
- ICF start date: 06/1990

Education

- BS, Civil Engineering, California State University, Sacramento, 1980

Professional Memberships

- Board Certified Member, Institute of Noise Control Engineering

Licenses and Certifications

- Caltrans Headquarters Legal Division Expert Witness, California (Issued: 11/2007, Expires: N/A)
- Oregon Registered Professional Acoustical Engineer License No. 16834 (Issued: 9/1993, Expires: 12/2017)
- California Registered Professional Civil Engineer License No. C37936 (Issued: 9/1983, Expires: N/A)

Key Skills

Noise Field Investigations. David is well-versed in the use of sound level meters and related field equipment used to conduct field studies to characterize ambient noise conditions and equipment operational noise levels. He has experience conducting field noise studies in compliance with FHWA and Caltrans requirements for highway noise study reports. He developed and implemented a field noise study training program for Caltrans that including training Caltrans staff throughout California in field noise measurement methods.

Noise Impact and Mitigation Assessment. David has used the Federal Highway Administration Traffic Noise Model (TNM) as required under federal noise regulations to conduct traffic noise impact and abatement studies for federally funded highway projects. He also well versed in the use of the noise analysis software program SoundPlan to evaluate complex point and line source noise analysis situations. David uses the FHWA Roadway Noise Construction Model to evaluate construction noise impacts from highway and other construction projects.

Project Experience

Facebook Constitution Campus Expansion—City of Menlo Park, CA.

David provided technical oversight for the noise study that was conducted for the CEQA document prepared for the project. His work included conducted a field study to characterized existing noise conditions, traffic noise modeling, impact assessment, identification of mitigation, and preparation of the CEQA document noise chapter.

Francisco Giants Mission Rock Seawall Lot 337 Pier 48 EIR—Seawall Lot 37 Associates LLC, San Francisco, CA.

David provided peer review and technical oversight for the noise assessment for this complex project to develop commercial and residential uses in San Francisco near Giants Stadium. The technical work included conducting a detailed field study, traffic noise modeling, and preparation of a stand-alone technical report and CEQA noise chapter.

SR-9/SR-1 Intersection Improvement Project—City of Santa Cruz, CA.

David provided peer review and technical oversight for a Caltrans Noise Study Technical Memorandum which evaluated noise impacts associated with implementation of improvements at the intersection of State Route 9 and State Route 1 in Santa Cruz California. He prepared the CEQA Initial Study for the project.

Murray Street Bridge Hydroacoustic Study—City of Santa Cruz, CA.

David conducted the hydroacoustic impact assessment associated with pile driving for the planned improvements to the Murray Street Bridge. He evaluated potential underwater noise levels associated pile driving to assess potential effects on fish and marine mammals. He additionally participated in meetings with City staff, project engineers, and resource agency staff to discuss potential impacts and to identify mitigation measures.

Statewide On-Call Noise and Earthborne Vibration Analyses and Abatement Studies (Contracts 43A0008, 43A0049, 43A0139, 43A0228, 43A0306)—Caltrans, Statewide CA.

Contract Manager and Primary Technical Expert. David served as contract manager and primary technical expert for five consecutive statewide on-call contracts, including more than 100 task orders relating to project-level noise studies, special noise and vibration investigations, training development and deployment, and noise policy development. He prepared noise study reports for several Caltrans-sponsored highway construction and reconstruction projects. David played a key role in the 2006 and 2011 revisions to the Caltrans Traffic Noise Analysis Protocol, and developed and deployed a detailed highway noise training program covering noise fundamentals, regulations and policy, noise field studies, traffic noise modeling, and noise study report preparation. Additionally, he developed a guidance manual addressing transportation- and construction-induced vibration, and played a key role in the development of injury thresholds for fish from pile driving and developed a detailed guidance manual on the topic. David provided on-call general assistance to Caltrans headquarters and district staff regarding all aspects of highway-related noise

Table 1. Cost Estimate for Oroville Hospital Expansion

Task	Consulting Staff																Subcontractor		Production Staff			Labor Total	Direct Expenses	Total Price		
	Employee Name	Zeff S	Chafin R	Zamora C	Stock J	Deyo N	Haire J	Havelaar C	Rivasplata R	Buehler D	Scott E	Yoon L	Trageser D	Sukola K	Messick T	Angier A	Fehr & Peers		Wolf B							
	Project Role	Project Director	Project Planner	Project Manager	Visual Specialist	Visual Specialist	Biologist	Cultural Specialist	Land Use Specialist	Noise Specialist	Noise Specialist	Air Quality Specialist	Air Quality Specialist	Hydrology Specialist	Graphics Specialist	GIS Specialist	Traffic Peer Reviewer	Subtotal	Editor	Pub Spec	Admin Tech				Subtotal	
Labor Classification	Proj Dir	Mng Consult	Sr Consult I	Sr Consult II	Assoc Consult III	Sr Consult II	Sr Consult III	Intern	Proj Dir	Assoc Consult II	Sr Consult II	Asst Consult	Assoc Consult II	Assoc Consult III	Assoc Consult II	Subtotal	Traffic Peer Reviewer	Subtotal	Editor	Pub Spec	Admin Tech	Subtotal	Labor Total	Direct Expenses	Total Price	
Task 1. Application Processing	1	20															\$3,825					\$0	\$3,825			
Task 2. Prepare Administrative Draft IS																	\$0					\$0	\$0			
Task 2.1. Peer Review of Technical Studies																	\$0					\$0	\$0			
Traffic Impact Analysis Peer Review																	\$0	\$8,000	\$8,000			\$0	\$8,000			
Greenhouse Gas Emissions Peer Review											16	6					\$2,782					\$0	\$2,782			
Task 2.2 Prepare Administrative Draft IS Document	2		30	6	24	4	8	16	2	80	4	36	4	8	12		\$26,096		20	16	2	\$3,620	\$29,716			
Aesthetics																	\$0			2		\$665	\$665			
Cultural Resources																	\$0		20			\$1,960	\$1,960			
Task 3. Revise Admin Draft IS and Prepare Screencheck Draft IS/MND	2		12						1	6				1			\$2,961		8	2	2	\$1,114	\$4,075			
Task 4. Prepare and Circulate the Public Draft IS/MND	1		4														\$713		6	2	2	\$918	\$1,631			
Task 5. Review Comments on IS/MND and Revise as necessary			8														\$976		6	2		\$778	\$1,754			
Task 6. Prepare MMRP	1		4														\$713		2	1		\$291	\$1,004			
Task 7. Attend Public Hearings		8															\$1,440					\$0	\$1,440			
Total hours	7	28	58	6	24	4	8	16	3	86	20	42	4	9	12				62	25	6					
ICF E&P 2017 Billing Rates	\$225	\$180	\$122	\$160	\$108	\$162	\$156	\$68	\$255	\$108	\$142	\$85	\$110	\$144	\$90				\$98	\$95	\$70					
Subtotals	\$1,575	\$5,040	\$7,076	\$960	\$2,592	\$648	\$1,248	\$1,088	\$765	\$9,288	\$2,840	\$3,570	\$440	\$1,296	\$1,080		\$39,506	\$8,000	\$8,000	\$6,076	\$2,375	\$420	\$9,346	\$56,852		
Direct Expenses																										
523.05 Travel, Auto, incld. Mileage at current IRS rate (.54/mile)																									\$108	
523.08 Per Diem at \$175/day																									\$175	
Mark up on all non-labor costs and subcontractors:																									\$828	
Direct expense subtotal																									\$1,111	
Total price																										\$57,963

PROPOSAL

Oroville Hospital Expansion Project

SUBMITTED TO:

Oroville Hospital
2767 Olive Highway
Oroville, CA 95966

and

Nicholas L. Congdon, Project Manager
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

SUBMITTED BY:



Analytical Environmental Services
1801 7th Street, Suite 100
Sacramento, CA 95811
916-447-3479

January 12, 2017



Oroville Hospital
2767 Olive Highway
Oroville, California 95966

January 12, 2017

Nicholas L. Congdon, Project Manager
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Re: Oroville Hospital Expansion Initial Study/Mitigated Negative Declaration

Dear Mr. Congdon and Hospital Administrators:

Analytical Environmental Services (AES), a City of Sacramento Small Business Enterprise (#31739), is pleased to submit our proposal to provide the City of Oroville with planning staff support services and to prepare an Initial Study/Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) for the Oroville Hospital Expansion Project located in the City of Oroville. We are confident you will recognize AES as capable of providing the highest quality of environmental planning and compliance services.

AES is a multidisciplinary consulting firm that specializes in the development of environmental documents that comply with CEQA and related permitting requirements. We employ a technical staff of approximately 30 professionals in a range of disciplines, including land use planning, biology, geology, hydrology, toxicology, cultural resources, air quality, socioeconomics, and urban design.

We have an extensive history of working hand-in-hand with public agencies to supplement their staff and fill in gaps in their expertise. We are well-qualified to provide environmental and planning support for this project. We are very familiar with the unique set of challenges faced by development projects and are adept at facilitating project specific approaches to meeting environmental compliance requirements in a thorough but efficient manner.

We appreciate the opportunity to work with the City and Landmark Healthcare Facilities and thank you in advance for your careful consideration of our proposal. Should you have any questions, or need additional information, please contact me at (916) 447-3479 or by email at rsawyer@analyticalcorp.com.

Sincerely,

A handwritten signature in blue ink that reads "Ryan L. Sawyer". The signature is written in a cursive, flowing style.

Ryan Lee Sawyer, AICP
Vice President



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Contact Us

David Zweig, PE, President
Ryan Sawyer, Vice President



1801 7th Street, Suite 100, Sacramento, CA 95811
Phone: (916) 447-3479, Fax: (916) 447-1665
www.analyticalcorp.com

PROJECT UNDERSTANDING

Landmark Healthcare Facilities, LLC has submitted an application to the City of Oroville requesting a Conditional Use Permit, Variance, General Plan Amendment, and Rezone associated with the Oroville Hospital Expansion Project (Proposed Project).

The Proposed Project is intended to expand and modernize healthcare delivery that will allow Oroville Hospital to provide expanded patient care services to the City of Oroville and surrounding region. The Proposed Project will result in the addition of 108 beds through the development of a new 5-story medical center wing. The new facility would be located on the south side of the existing hospital. The new medical center wing will operate 24/7, providing needed health care to the surrounding community with an Outpatient Surgery Center, Women's and Infant's Center, ICU, and two floors consisting of 70 new Medical/Surgical beds. The building will be an integral part of existing overall health services provided by Oroville Hospital and will be operated under the hospital license. The Project will consist of the following elements:

- A new 5-story medical center wing totaling approximately 158,900 square feet
- Demolition of a portion of the existing administrative office buildings
- Relocation of existing Liquid Oxygen facilities on the western edge of the site
- Demolition and replacement of existing utilities serving the existing Hospital
- Demolition of three existing residential/office buildings (along Olive Highway) to accommodate parking facilities and site improvements
- Access and parking improvements

All construction activities would take place with previously graded and/or paved areas within the Project site. The Project requires discretionary approvals from the City that trigger the need for compliance with the California Environmental Quality Act (CEQA). Given the nature of the project (expansion of an existing facility within previously disturbed land), it is anticipated that an Initial Study/Mitigated Negative Declaration (IS/MND) will provide the appropriate level of environmental review. Additionally, the City has requested the services of a contract planner to allow for the expedited processing of the Proposed Project.

As part of the Application for the Proposed Project, it is assumed the following technical studies and materials have been, or will be, prepared and submitted in support of the project application, and will be incorporated into the project analysis to reduce the level of effort, cost and time associated with preparation of the IS/MND:

- Traffic Study
- Noise Study (j.c.brennan & associates)
- Air Quality and Greenhouse Gas Analysis
- Architectural Renderings
- Water/Waterwater Utility Plans
- Drainage Plans

This proposal provides a work plan and cost estimate for the preparation of a complete Initial Study/Mitigated Negative Declaration (IS/MND) according to the City of Oroville's IS/MND format and

typical thresholds (Standards of Significance) for determining significant impacts. We are pleased to present our proposal with a project-specific strategy to meet the City's compliance needs.

Detailed Work Plan

Task 1: Kick-Off Meeting

AES will participate in a call with the City and Landmark Health Care Facilities, LLC to establish lines of communication, discuss the nature and format of services and documentation to be prepared, and obtain relevant documentation, including the project application materials. Following this meeting, AES will review all project documentation and related planning materials to develop a final project schedule and work plan that meets the needs of the project.

Deliverables: AES will prepare a final work plan and schedule to be distributed to the project team via email within ten working days of the project initiation meeting. AES will incorporate revisions into the work plan and schedule based upon direction provided by the project team and redistribute for verification and approval.

Task 2: Planning Support Services

AES will provide professional contract planning services to the City consistent with professional practice and standards in the industry. Tasks will include:

- Application review
- Policy and regulatory consistency analysis
- Preparation of staff reports
- Presentation at up to two hearings
- Provision of professional planning and land use advice and opinions
- Oversight of staff for support tasks

The level of effort assumed under this task includes eight hours per week over the course of 26 weeks distributed equally between AES senior-level and associate-level planning staff.

Task 3: Peer Review of Applicant Prepared Technical Studies

AES will peer review applicant-submitted technical documents and application materials, and make recommendations for revisions to technical studies and analysis as needed in support of the EIR. Should AES identify any data gaps, errors or deficiencies in the technical studies, it is assumed such issues will be addressed by the Applicant (or their consultants) through revisions to the technical studies. Should it be requested that AES complete any such additional analysis, we would provide an amended scope and cost estimate.

Task 4: Initial Study/Mitigated Negative Declaration

AES will prepare an Initial Study (IS)/Mitigated Negative Declaration (MND) that meets the legal requirements of a complete, adequate, and objective statement of the Proposed Project's environmental consequences. The resulting CEQA document will provide a concise, integrated source of information for the public, City of Oroville staff, and decision makers.

Task 4.1 Preparation of Administrative Draft Initial Study

AES will prepare an Administrative Draft IS that will consider all potentially significant environmental effects from the Proposed Project and include mitigation recommendations. For each major issue area included within the IS checklist, the general outline of the CEQA impact analysis will include the Environmental Setting, the Standards of Significance, Answers to the Checklist Questions, Mitigation Measures, and Findings. AES will establish the methodology for the analysis, determine and identify thresholds of significance, identify impacts, and identify feasible mitigation measures or methods to avoid significant impacts.

Deliverables: AES will provide the City and Landmark Healthcare Facilities with a PDF and electronic copy of the Administrative Draft IS.

Task 4.2 Preparation of Initial Study/Mitigated Negative Declaration, Mitigation Reporting Program, and Notice of Intent

AES will incorporate comments from the project team on the Administrative Draft IS and prepare the IS/MND for public circulation. Once the mitigation has been approved by the City staff, AES will prepare a Mitigation Reporting Program (MRP) that will identify the agency with implementing and monitoring responsibility, compliance standards for the implementation of mitigation measures, and the necessary timing of mitigation measures. The MRP will be included as an appendix to the public review IS/MND. AES will prepare a draft Notice of Intent (NOI) to adopt a MND using the City of Oroville’s preferred format. The City will be responsible for the coordination and costs of publishing the NOI in local newspapers, as well as distribution to interested parties.

Deliverables: AES will produce ten hardcopies and ten CD copies of the IS/MND and appendices for submittal to the project team. In addition, AES will produce 15 CD copies of the IS/MND and 15 hardcopies of the NOI and Summary for submittal as required to the State Clearinghouse for transmittal to state agencies.

Project Schedule

AES is prepared to start work immediately following an executed contract with Landmark Healthcare Facilities. AES staff is 100% available to complete the scope of work for the Proposed Project outlined above within the timeframe shown below.

TIMEFRAME	TASK
Late January	Authorization to proceed
Late January	Technical studies received
March 10	Peer review, AQ modeling, application analysis, admin draft IS/MND, confirm CEQA approach
March 27	Distribute public draft MND
April 27	Comment period closes; review comments
May	Planning Commission
June	City Council



Proposed Fee Schedule/Cost

AES would complete the IS/MND for the Proposed Project on a time-and-materials basis for a cost **not-to-exceed \$75,000**. This cost estimate is based upon the scope of work outlined above and assumptions listed below. Modification of the work plan may require a contract amendment. Prior to any modifications, AES will seek and obtain written approval from Landmark Healthcare Facilities.

TASK		COST
1	Kick-Off Meeting and Project Description	\$3,000
2	Planning Support Services	\$40,000
3	Peer Review of Applicant-prepared Technical Studies	\$8,000
4	Initial Study/Mitigated Negative Declaration	\$20,000
	Direct Charges (EDR reporting, printing, etc.)	\$4,000
TOTAL		\$75,000

Assumptions

- All significant impacts of the project can be reduced to less than significant levels thus preparation of an IS is the appropriate document to meet CEQA compliance requirements.
- The Applicant's engineering consultant and/or City's utilities department will calculate and determine whether there will be an increase in wastewater flows to the combined sewer system or an increase in water demand. It is assumed that no off-site improvements would be required for water and wastewater service to the property.
- This proposal assumes that the Proposed Project does not have the potential to adversely affect cultural resources, wetlands, federal or state listed species.
- This proposal does not provide a separate task for responses to comments received during the public review period. If requested by the City, AES may assist with the task under the scope of the planning support task (Task 2), or an additional time and materials cost may be determined upon review of the comments.
- NOD filing fees and processing fees/charges are not included.
- City support staff will provide project assistance through tasks such as meeting scheduling, public noticing, mail outs; file maintenance, processing/routing staff reports; website posting, coordination with service providers; etc.



Fee Schedule

Our schedule of hourly wage rates for the listing the labor categories, associated wage rates, and reimbursable expenses have been provided below.

Employee Category	Hourly Billing Rate
Principal (David Zweig)	\$285
Project Director (Ryan Lee Sawyer)	\$210
Project Manager/Sr. Tech Specialist	\$195
Analyst III (Bibiana Alvarez, Erin Quinn, David Sawyer)	\$165
Cultural Resources Specialist	\$175
Biologist III	\$165
Graphic Designer II	\$125
Administrative Assistant III	\$120

Direct Costs	
Postage/Overnight Mail	Actual cost + 15%
Courier Charges	Actual cost + 15%
Mileage	Federal Rate - currently \$0.535 per mile + 15%
Other Direct Costs	Actual cost + 15%
In-house Copying Charges:	
Black & White	\$0.10 per page + 15%
Color	\$1 per page + 15%
CD duplication w/label & case	\$2.50 each + 15%



Analytical Environmental Services
1801 7th Street, Suite 100
Sacramento, CA 95811

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David Leonard Associates

January 13, 2017

Mr. Scott E. Huber, Partner
Law Offices of Cota Cole
2261 Lava Ridge Court
Roseville, CA 95661

Re: Environmental Services for Oroville Hospital Expansion

Dear Mr. Huber,

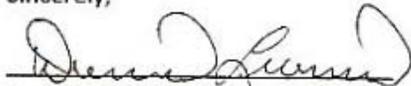
An unusually heavy hearing and meeting schedule this week has impeded my time to craft a proposal following our conversation on Monday. However, please accept this as an introductory letter with a proposal to follow next week.

I have performed land use planning services since 1979 and formed David Leonard Associates in 1996. I am the only employee. I have specialized in the preparation of Specific Plans, while also processing subdivisions, general plan and zoning amendments, use permits, ordinance amendments, and occasional municipal reorganizations, (ie annexations). My function has shifted heavily toward municipal planning services over the past five years. I perform contract planning services to the cities of San Jacinto and Cathedral City in Riverside County; and Chowchilla in Madera County. My roles in all of those cities involves specific plan reviews and the preparation or review of environmental documents.

Attached is my Statement of Qualifications and Resume for your review. My hourly rate is \$135 per hour, with mileage charged at \$.55 per mile and other out-of-pocket expenses charged at cost. I invoice on a monthly basis with a detail of the work performed and the charge for each task. I would anticipate that the Oroville Hospital Expansion project would require at least three trips; one to kick-off the project, meet the local staff and become familiar with the departments and outside agencies, view the site, and collect information for use in the EIR. The other two trips would be for Planning Commission and City Council hearings.

I look forward to discussing this opportunity with you further. My proposal will be sent to you next week.

Sincerely,



David M. Leonard

David Leonard Associates

January 18, 2017

Mr. Scott E. Huber
Law Offices of Cota Cole
2261 Lava Ridge Court
Roseville, CA 95661

Re: Proposal to prepare and process an Environmental Impact Report Analyzing the Oroville Hospital Expansion in Oroville, CA

Dear Mr. Huber,

David Leonard Associates (DLA) is pleased to have the opportunity to offer this proposal to prepare and process an environmental impact report for the Oroville Hospital Expansion located at 2767 Olive Highway (SR 162) in the City of Oroville. My Resume and Statement of Qualification have been sent to you under separate cover.

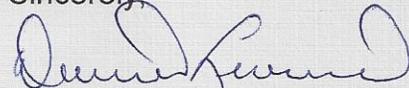
DLA is engaged in the review or preparation of environmental documents either as a contract planner for municipalities, or on behalf of applicants to gain project approvals. DLA has the time and interest to prepare and process the environmental documents for this project.

Information has been provided to DLA regarding the technical and environmental studies that have been prepared. I have provided an evaluation of additional information needed to base the environmental analysis under *Entitlements* in order to comply with State law.

In addition to entitlements, this Scope of Work includes a summary of visits to Oroville at strategic times during the process as well as the related costs. Also included is a questionnaire to gain an understanding of the processing protocols in place. This would help me understand and implement procedures that are consistent with the City of Oroville standards.

Thank you for the opportunity to offer this proposal. I look forward to discussing it further with you.

Sincerely,



David M. Leonard

Scope of Work

Approach

The preparation of environmental documents in California is guided by the *California Environmental Quality Act (CEQA)* and any rules by the City or Oroville or Butte County to implement the Act. Virtually every step of the process is guided by this Act, but it also allows flexibility in how the process is implemented. DLA recommends that two steps of the process be eliminated because of known conditions surrounding the proposed project in order to optimize an efficient process.

1. Scoping meeting. CEQA does not require a scoping meeting, but offers this step as a means to identify the areas of concern to address in the EIR. In this instance, the issues seem to be very clear given the developed nature of the area and known conditions of the existing hospital facility. A scoping meeting does not appear to be necessary.
2. Initial Study. An Initial Study is a tool to determine the proper type of environmental document, and/or to focus the analysis of the EIR on certain topics, ie *Focused EIR*. The existing level of Service 'F' of Olive Highway is a significant impact that necessitates a Statement of Overriding Considerations that can only be supported through an EIR. The Statement can also extend to other potential significant impacts, such as air quality, based on the results of an air quality assessment.

Without an Initial Study, all potential impact topic categories need to be addressed in the EIR. It is far more efficient to direct labor, materials, and time to the EIR rather than duplicate information from the Initial Study to an EIR. Moreover, the Notice of Preparation task will allow stakeholders an opportunity to comment on topics or impacts that should be covered in the EIR.

Entitlements

The application form indicates that a General Plan Amendment, Use Permit, and Variance are required to process the hospital expansion. As with any project requiring an environmental assessment, (ND, MND, EIR), a Tribal Consultation is required under AB 52. The General Plan Amendment also triggers Tribal Consultation under SB 18. Limited cultural resource evaluation is needed in conjunction with these consultations. To that end, a records search and letter report should be provided from a qualified archaeologist.

Reports analyzing air quality, greenhouse gas emissions, and noise are needed to complete the environmental assessment. All of these reports rely on a traffic study to provide baseline data. The Traffic Impact Study prepared by Traffic Works will fulfill this need and also serve to analyze traffic impacts within the EIR document.

Process

Task 1: Project Kick-off Meeting

A kick-off meeting is highly recommended in order to integrate the work of DLA with the expectations of the City and the Applicant. The purpose of the meeting is as follows:

- Meet City staff and review project protocols, processes, deliverables, and schedule. Identify contact people throughout the City and other agencies for information to include in the EIR.
- Collect available data.
- Identify prospective Alternatives to the Project for analysis
- Identify any further information needed for the EIR analysis.
- Meet with the Applicant and Northstar Engineering to discuss the subjects discussed with staff. Answer questions. (This could occur in the same meeting with staff).
- View the project site and environs. Take photos to aid in writing a project description, and identify any further issues that should be addressed in the EIR.

Initiate SB 18 and AB 52 Tribal Consultations (Optional Service)

DLA will contact the Native American Heritage Commission for a list of Tribes to notify in the project area for consultation. Prepare a transmittal form with pertinent exhibits (USGS Map and site plan) and transmit to the identified Tribes. Monitor the 90-day SB 18 review, respond to comments, and seek consensus on a mitigation plan, as needed. Maintain a log of contacts made for the AB 52 review. Contact identified Tribes for comments, consultation, or release of AB 52 consultation. Document the process to include in the EIR. Note: disclosure of the consultation communications is limited to the process. Actual sites or resources will remain confidential between the City and a Tribe.

Task 2: Project Description

DLA will draft a project description for review by City staff and the Applicant in order to gain consensus on the elements of the project. This description will be used in circulating notices and for the Draft EIR.

Task 3: Notice of Preparation

With a list provided by the City, DLA will prepare and circulate a Notice of Preparation describing the proposed project and defining a 30-day review period in which to offer comments or information that should be included in the EIR. DLA will also send letters to targeted agencies or organizations, as needed, for information to include in the Draft EIR.

Task 4: Preparation of the Administrative Draft Environmental Impact Report

DLA will prepare an Administrative Draft EIR that will address all topics required under CEQA. An outline of the Draft EIR is provided below to offer a sense of the organization and content of the document.

Section 1.0 Executive Summary. This section would address the purpose for the EIR, the location of the project, the background about the project, the objectives sought by the project, and the required entitlements. The project objectives are particularly important in order to assess the project alternatives. This section would also outline the mitigation measures of the project and any areas of controversy, how the project

complies with CEQA, references used, and the Notice of Preparation comments received. A USGS map and aerial photo would be included in this section. The objectives and benefits of the project should be drafted by the Applicant.

Section 2.0 Project Description. This section describes the proposed project, the prior approvals establishing the Oroville Hospital, a description of the project site, the need for the project, and a summary of the discretionary approvals required. Drawings of the project would be provided in this section.

Section 3.0 Environmental Analysis

DLA will prepare the analysis for each individual topic, as defined in the standard Initial Study form, in the order of information on hand, information to be gathered from outside resources and/or interviews, and technical/environmental studies as they become available. DLA will also perform a review of the reports for accuracy and completeness for use in the Draft EIR. Each topic will identify a physical or regulatory setting, existing conditions, thresholds of significance, and the level of significance for each impact. Mitigation measures will be identified as needed. The source of the information will be provided for each topic. If an impact is addressed through a standard condition of approval, it will not be included as a mitigation measure. As an example, a precise grading plan or a preliminary quality management plan review would not be a mitigation measure since they are mandated by State law or local Ordinance. But the procedure to address the impact will be discussed in the section.

Section 4.0 Mandatory CEQA Topics

This section is a mandatory summary of impacts that may not be individually significant, but could be when analyzed in a different context.

Section 5.0 Cumulative Impacts

Building on the prior section, this will be a summary of impacts that are not individually significant, but may contribute toward a significant impact. The Level of Service for Olive Highway is an example of this condition.

Section 6.0 Project Alternatives

CEQA requires a summary of impacts relating to the development of the project site that might serve to reduce or eliminate potential impacts. One alternative must be a *No Project Alternative*. The project Objectives play a key role in assessing project alternatives. The range of alternatives will need to be defined in consultation with City staff.

Section 7.0 Growth Inducing Impacts

CEQA requires an analysis of actions related to the proposed project that may set off a series of actions to induce growth elsewhere. This often involves the expansion of infrastructure in the form of water, sewer, and/or upgraded circulation.

Section 8 Document Preparers

This is a listing of human resources and documents used to compile the Draft EIR.

Upon completion of an Administrative Draft EIR, the document will be formally circulated to City staff and the Applicant for review before release. Revisions will be made based on the comments received. This may be a milestone where DLA meets with all parties to conduct a thorough review of the document. This meeting is optional.

Task 5 Draft Environmental Impact Report

DLA will prepare a Notice of Availability for City staff to post with the Butte County Clerk. DLA will coordinate the circulation of the Draft EIR for a 45-day public review period using a circulation list and transmittal form provided by City staff. DLA will prepare a Notice of Completion form and consult with City staff on the number of print copies and CDs to be prepared and coordinate with staff on transmitting documents to the State Clearinghouse for circulation to State agencies. DLA will monitor the circulation and comments received pertaining to the Draft EIR.

Task 6: Final Environmental Impact Report

DLA will draft responses to each comment made pertaining to the Draft EIR. The responses and the comment letters will be compiled in a separate Final EIR document. Should changes be necessary to the Draft EIR, they will be made as part of the Final EIR document, rather than revising the Draft EIR document.

DLA will review a draft Statement of Overriding Considerations, prepared by the City Attorney for any impact determined to be significant that cannot be mitigated to a level of insignificance. This document will be available for the City Council hearing to take final action to certify the Final (Draft and Final) EIR.

Task 7: Public Hearings

DLA will work with staff on the preparation of staff reports, resolutions, hearing notices, and advertising, with City staff on lead, to assemble documents for public hearings. DLA will attend one Planning Commission hearing to address the EIR document and process and one City Council hearing for the same purpose. DLA will prepare, or work with staff to prepare and post a Notice of Determination with the Butte County Clerk.

This will conclude the scope of service performed by David Leonard Associates.

Deliverables

- Notice of Preparation
- Notice of Availability
- Notice of Completion
- Administrative Draft Environmental Impact Report for City staff and Applicant review.
- Draft Environmental impact Report for circulation
- Final Environmental Impact Report
- Notice of Determination.

Budget

DLA will perform the scope of work outlined herein within the budget schedule listed below. Work will be invoiced on a monthly basis with a detail of the work performed and costs accrued in time and materials, plus direct expenses. Payment would be due within 30 days of receiving the invoice.

Tasks	Labor Hours
PRIMARY SERVICES	
Task 1: Project mobilization, document set-up, Kick-off meeting, field review, local meetings, data collection, interviews.	24-32
Task 2: Project Description	6-8
Task 3: Notice of Preparation	3-4
Task 4: Admin Draft EIR	76-88
Task 5: Draft EIR	24-32
Task 6: Final EIR	16-24
Task 7: Public Hearing Preparation and Attendance	24-32
Subtotal:	173-220
OPTIONAL SERVICES	
SB 18 / AB 52 Tribal Consultations	16-24
Admin, Draft review meeting	8-12
Scoping Meeting	8-12
Initial Study	48-55
Subtotal Optional Services	80-103
TRAVEL (To be charged at cost)	
Flight: Round trip Ontario and Sacramento (Southwest estimate)	\$260
Car rental: Sacramento to Oroville and return (Budget estimate)	\$50/day
Hotel: Oroville (Holiday Inn Express estimate)	\$120/night
Travel Budget Estimate	\$480/ visit

Assumptions and Exclusions

1. All environmental and technical studies will be the contractual responsibility of the Applicant
2. All direct expenses, (fuel, printing, postage, etc) incurred to produce the scope of work are not included in Table 1. Expenses would be charged at cost.
3. Additional services can be provided at the standard hourly rate of \$135 per hour with approval by the Client.

Schedule

Work can commence upon authorization from the Client. The following schedule is provided that represents near optimal conditions, whereby data is reasonably readily available, reports are delivered on time, no unexpected conditions arise during the environmental analysis, etc. The schedule does not line up precisely with the Scope of Work because many tasks overlap each other. This would produce a 40-week work program with approval and certification of the Final EIR by the City Council.

Task	Time	Schedule
Authorization to Proceed		
Task 1.0: Project Initiation		
1.1 Kick-off Meeting	1 day	
1.2 Initiate SB 18 / AB 52	90 days	
Task 2.0: Project Description		
2.1 Project Description	3 days	
		Week 1
Task 3.0: Technical Studies & NOP		
3.1 Prepare and transit Notice of Prep.	4 weeks	
3.2 Prepare Air Quality Study	4 weeks	
3.3 Prepare Greenhouse Gas Study	4 weeks	
3.4 Prepare Noise Study	4 weeks	
3.5 Cultural Letter	4 weeks	
3.6 Data collection	4 weeks	
		Week 5
Task 4.0: Admin. Draft EIR		
4.1 Prepare Admin. Draft EIR	12 weeks	
4.2 City Staff and Applicant review	3 weeks	
		Week 20
Task 5.0: Draft EIR		
5.1 Revise document per Comments received.	2 weeks	
5.2 Print /burn CDs for circulation	1 week	
5.3 Commence Public Review	6 weeks	
		Week 29
Task 6.0: Final EIR		
6.1 Prepare responses to comments and compile Final EIR document	4 weeks	Week 32
Task 7.0: Hearings		
7.1 Staff reports, resolutions, Statement of Overriding Considerations, PC Hearing advertisement	4 weeks	
7.2 Planning Commission Hearing	1 day	Week 36
7.3 Staff reports, resolutions, advertisement for CC Hearing	4 weeks	
7.4 City Council Hearing	1 day	
7.5 Notice of Determination	1 day	Week 40

Insurance

DLA carries general liability and automobile liability insurance at levels required by the municipalities currently under contract. Coverages would be extended to the City of Oroville as part of a contract.



January 18, 2017

Scott Huber, Partner
Cota Cole, LLP
City Attorney
City of Oroville, CA

Subject: Contract Planning Support Services, Oroville, California

Dear Mr. Huber:

Per your request, QK is pleased to submit our scope of work and fee rates to provide contract planning services for the processing of the Oroville Hospital Expansion Project (Project). This proposal is based on information provided by you on January 10, 2017. This proposal includes: Project Understanding, Our Approach, and Scope of Work and Fee for your review and consideration.

PROJECT UNDERSTANDING

The project is the expansion of the existing Oroville Hospital. The Oroville Hospital is located on an approximately 15.8-acre project site, at 2767 Olive Highway/State Route 162 (SR 162) in the City of Oroville, Butte County, California, approximately 2 miles east of State Route 70 (SR 70). The site is bounded by SR 162 to the southwest, Gilmore Lane to the north (which terminates into Oroville Dam Boulevard to the west), and Medical Center Drive to the east and southeast.

The proposed Project is intended to expand and modernize healthcare delivery which will allow Oroville Hospital to provide expanded patient care services to the City of Oroville and surrounding region.

This Project will require the following approvals before proceeding:

- General Plan Amendment/Rezone
- Use Permit
- Variance
- Lot Line Adjustment and/or Parcel Merger
- Demolition Permit
- Art Installation

In addition to the above, other permits or approvals that will likely be required for the proposed Project include:

- Office of Statewide Health Planning and Development (OSHPD)
- National Pollutant Discharge Elimination System (NPDES) Construction General Permits for grading activities of 1-acre or larger
- California Department of Transportation (Caltrans) Encroachment Permit

OUR APPROACH

QK will work with the Applicant to coordinate complete applications for the proposed General Plan amendment and rezone, the use permit, and other needed approvals are submitted to the City. QK will coordinate with you, as legal representative for the Oroville Hospital, the Applicant, the City of Oroville's staff, and local and State agencies to ensure that proper State permits are obtained. It is assumed that the City of Oroville has a staff planner on-site that will physically process and track all planning-related applications. QK will be available for phone conferences or to meet in-person for requested meetings with staff, applicant, and other agencies as needed. QK will also be present for public hearings.

SCOPE OF WORK AND FEE

QK will work with the Applicant from the beginning stages of the entitlement process through the approval process. It is anticipated that tasks will include:

TASK 1 KICK OFF MEETING

QK will meet with you and the Applicant to determine the status of the permits and applications, acquire documents, maps and files needed to proceed, and better define the timeline and level of effort needed.

TASK 2 APPLICATION FILING

In coordination with the Applicant and City staff, QK will guide the processing of the applications for the General Plan amendment and associated zoning change, the use permit, the variance, the lot line adjustment or parcel merger, the demolition permit, and the art installation. QK will also coordinate completion of required State applications through the California Department of Public Health, Office of Statewide Health Planning and Development, and other agencies, as requested by the Applicant.

TASK 3 MEETINGS AND PUBLIC HEARINGS

QK will conduct much of the work in our Fresno and Merced offices, and will be available to meet with the Applicant, City staff, or agencies in person on specified occasions. More defined meeting times will be discussed during the kick off meeting. QK will be present for public hearings with the City of Oroville when entitlements are brought before the Planning Commission and City Council.

QK proposes an on-call approach for providing planning assistance to this Project. At this stage, it is not possible to determine the amount of time that may be needed to process these applications. As such, we recommend proceeding on a **time-and-materials basis** with an initial budget of **\$10,000**, billed per the attached fee schedule. If it appears that our estimated costs could exceed \$10,000, we will request and obtain written authorization from you before proceeding beyond that amount. As soon as the Project is authorized, QK will schedule an in-person kick-off meeting to develop a more defined scope of work and processing timeline.

Travel expenses from our QK Fresno office to the City of Oroville will be billed at \$0.63/mile. It's anticipated that this project would require travel for meetings, application processing, and attendance at public hearings. However, at this time it's unclear as to the number of trips that would be necessary. The per mile charge rate is not included in the \$10,000 fee.

Notes: (For tasks provided on a Time-and-Materials basis)

1. Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
2. All fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately

predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.

4. This proposal does not include CEQA services. A separate agreement will be developed to provide CEQA services if deemed necessary.

RETAINER

A retainer in the amount of \$1,000 is required prior to commencement of work. This amount will be held during the course of the project and credited to the final billing.

AUTHORIZATION

In order to authorize services described herein, please sign the attached Professional Services Agreement and return it with a check for the retainer amount requested. We can begin our services within 10 days from the time authorization is received depending on client need and schedule constraints.

Thank you again for contacting QK regarding your services needed. We look forward to working with you.

Sincerely,



Annalisa Perea
Associate Planner



Amber Adams
Vice President of Business and Operations

Enclosures: Professional Services Agreement
Charge Rate Schedule

P170014

AGREEMENT FOR PROFESSIONAL SERVICES

SURVEYING ♦ PLANNING ♦ CIVIL ENGINEERING ♦ ENVIRONMENTAL SCIENCE ♦ LANDSCAPE ARCHITECTURE

901 E. Main Street
Visalia, California 93292
(559) 733-0440

6051 N. Fresno Street, Suite 200
Fresno, California 93710
(559) 449-2400

5080 California Ave., Suite 220
Bakersfield, California 93309
(661) 616-2600

3400 Douglas Boulevard, Suite 190
Roseville, California 95661
(916) 784-7823

Fremming, Parson & Pecchenino, a Quad Knopf Company
2816 Park Avenue
Merced, California 95348
(209) 723-2066

This Agreement, entered into by and between City of Oroville

hereinafter called the "Client", and QUAD KNOFF is as follows:

A. QUAD KNOFF agrees to perform professional services described below:

Attachment A, setting forth the scope of service to be performed by QUAD KNOFF; or

Other: Provide contract planning services for the processing of the Oroville Hospital Expansion Project as detailed in the proposal dated January 18, 2017.

Project Manager: Amber Adams

B. Client agrees to pay QUAD KNOFF, as compensation, for the above-described services, as follows:

1. Total fees to be based upon:

Standard hourly rates and expenses, as indicated on the standard rate schedule attached hereto; or

Other: The above described services will be provided on a time and materials basis per the standard rate sheet attached, for an estimated fee of \$10,000.00. Any additional charges will require written authorization from the Client before proceeding. A retainer in the amount of \$1,000.00 is required prior to commencement of work. This amount will be credited to the final billing.

2. Payment will be made:

Monthly based upon work completed to date; or

Other:

C. The standard provisions set forth upon the reverse side as Nos. 1 through 30 are incorporated herein and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions stated above and on the reverse side hereof, on the day and year written below.

QUAD KNOFF, INC.

CLIENT: City of Oroville

Signature:

Signature:

Name: Amber Adams

Name/Title: Scott Huber / City Attorney, City of Oroville

Title: Vice President Business Operations

Address: 1735 Montgomery Street

Oroville, CA 95965

Telephone: (530) 538-2401

Date:

Date:

The Client and QUAD KNOPF agree that the following provisions shall be a part of this Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to QUAD KNOPF, to this Agreement in respect to all of the terms and conditions of this Agreement. This Agreement may be terminated by the Client or QUAD KNOPF should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay QUAD KNOPF for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
2. Neither the Client nor QUAD KNOPF shall assign his interest in this Agreement without the written consent of the other.
3. This Agreement may be amended from time to time by the mutual written consent of the parties hereto. "Mutual written consent" shall mean a written description of any revision(s) to the scope of services to be provided by QUAD KNOPF, of any compensation to be paid by the Client to QUAD KNOPF, of any modification in time of performance of the services being provided under this Agreement, and/or of any other changes in the terms and conditions set forth herein. There shall not be considered to be any amendment to this Agreement whatsoever, except for adjustment to QUAD KNOPF's hourly fee schedule as provided for by Provision No. 24 unless such amendment, in writing, has been duly and fully executed by authorized representatives of both the Client and QUAD KNOPF.
4. This agreement shall be governed by and construed in accordance with the laws of the State of California.
5. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.
6. Consultant shall only act as an advisor in all governmental relations.
7. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
8. All tracings, survey notes, and other original documents as instruments of service are and shall remain the property of QUAD KNOPF, except where by law or precedent these documents become public property.
9. QUAD KNOPF is not responsible, and liability is waived by Client as against QUAD KNOPF, for use by Client or any other person of any plans or drawings not signed by an authorized agent or employee of QUAD KNOPF.
10. QUAD KNOPF shall not be responsible for delays caused by factors beyond QUAD KNOPF's control, including but not limited to, strikes, lockouts, accidents, acts of God, weather, ground conditions, or by reason of action, inaction, or changes in rules, regulations or policies of any governmental agency, district, utility company, or Client, its agents or any other person.
11. It is understood by Client that any quantity, time, and/or fee estimates which shall be prepared by QUAD KNOPF are estimates only, are prepared only as a guide and do not constitute a lump sum or fixed fee.
12. QUAD KNOPF makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of the client to verify costs.
13. Retainers, if any, shall be credited against the final invoice(s)

submitted to the Client by QUAD KNOPF for services provided hereinunder.

14. Client hereby agrees that the balance as stated on the billing from QUAD KNOPF to Client is correct, conclusive and binding on the Client, unless Client, within ten (10) days from the date of the receiving of the billing, notifies QUAD KNOPF in writing of the particular item that is alleged to be incorrect.
15. If any invoice is not paid within 30 days, QUAD KNOPF may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service provided for by this Agreement.
16. A late payment LATE CHARGE will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and shall be applied to the unpaid balance commencing 30 days after the date of the original invoice.
17. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.
18. In the event all or any portion of the work prepared or partially prepared by QUAD KNOPF be suspended, abandoned, or terminated, the Client shall pay QUAD KNOPF for the work performed to the point of such suspension.
19. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and QUAD KNOPF agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation if the parties mutually agree.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorneys' fees shall be paid to the prevailing party.
20. In the event that Client institutes a suit against QUAD KNOPF because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for QUAD KNOPF, Client agrees to pay QUAD KNOPF any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs, and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of QUAD KNOPF.
21. QUAD KNOPF agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by QUAD KNOPF's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of QUAD KNOPF's subconsultants or anyone for whom QUAD KNOPF is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold QUAD KNOPF harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors and omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement. QUAD KNOPF is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

Client agrees to limit the liability of QUAD KNOPF, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to client

and to all contractors and subcontractors shall not exceed \$250,000.

22. Upon request, client shall execute and deliver, or cause to be executed and delivered such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.

Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blue-prints and reproductions, and all other charges not specifically covered by the terms of this agreement.

23. Unless specifically stated elsewhere in this contract, the following items are not included in any fee estimate, are considered Extra Work, and shall be billed separately at QUAD KNOPF's standard hourly rates:

- Client requested services not specified pursuant to the scope of services described within this Agreement.
- Additional work resulting from changes in governmental requirements or revisions requested by Client.
- Special improvement designs - lift stations, off-tract improvements, landscaping, lakes and recreational facilities, irrigation canals and piping.
- Assistance to Client in obtaining necessary owner and/or trustee signatures to documents and notarial certificates.
- Legal documents (easements, CC&R's, homeowners reports).
- Utility, right-of-way, and easement acquisitions.
- Construction contract administration.
- Restaking or staking for Extra Work.
- Other: _____

24. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.

25. The existence, location, type and size of any underground utilities, improvements and/or obstacles will be determined by QUAD KNOPF only to the extent reasonably possible from visible surface observation or from utility company or governmental records made available to QUAD KNOPF. QUAD KNOPF makes no promise or warranty, express or implied, as to the existence, location, type or size of any underground utility, improvement or obstacle. Client agrees to include, as a condition of any construction contract relating to the project, the requirements that the Contractor verify the existence, location, type and size of any underground utilities

improvements or obstacles, whether shown on any construction plan or not, and if such requirement is not included in such construction contract, or if the contractor fails to verify the existence, location, type and size of any underground utilities, improvements or obstacles, QUAD KNOPF shall not be liable for any delays, expenses or liability suffered by Client or to any other person by reason of the existence of any underground utility, improvement or obstacle.

26. In the event any deviations from or changes to the plans and specifications are made by Client or by any person other than QUAD KNOPF, Client assumes any and all risk and liability arising out of or resulting from such deviations or changes, and Client agrees to indemnify QUAD KNOPF against all loss, damage, liability and costs, including attorneys' fees, as a result of such deviations or changes.

27. Except for the interpretation of QUAD KNOPF's plans and specifications, Client agrees that QUAD KNOPF will not perform on-site construction review or construction observation with respect to this project unless specifically provided for in the Agreement. Unless otherwise specifically provided by this Agreement, such construction observation will be performed by others, and Client agrees to indemnify QUAD KNOPF against any and all liability arising from or relating to the performance of construction observation by such other persons.

28. It is understood and agreed that any on-site review during construction or construction observation provided by QUAD KNOPF pursuant to express written Agreement shall be for the purpose of determining general compliance with the technical provisions of the project plans and specifications, and shall not constitute any form of guarantee with respect to the performance of work by a contractor or subcontractor. QUAD KNOPF shall not assume responsibility for methods or equipment used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

29. QUAD KNOPF makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

30. The work shown on any plans or specifications prepared under this agreement may be subject to changing regulations, standards or conditions and as a result may become outdated. In order to protect the client and other parties, this notice is to advise that any such plans and documents may not be suitable for use in construction with the passage of time beyond the date of approval of those plans and documents. If the work covered by these plans and documents is not subject to start of construction, or a bid process if there is one, within twelve (12) months of the approval date shown on the plans and specifications, these plans and specifications are not authorized for use. In such cases, additional reviews and, or modification of designs and documents may be required.



2017 Charge Rate Schedule

2017 Charge Rate Schedule	
Technical Services	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Technician	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
Professional Services	
Engineering	
Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour
Planning/Environmental/Landscape Architecture	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
Construction and Project Management	
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour
Surveying	
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2017. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

**CITY OF OROVILLE
RESOLUTION NO. 8580**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ICF JONES AND STOKES, INC. FOR CONTRACT PLANNING AND CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES RELATED TO THE EXPANSION OF THE OROVILLE HOSPITAL

(Agreement No. 3208)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with ICF Jones & Stokes, Inc. for contract planning and CEQA compliance services related to the expansion of the Oroville Hospital and as specified in the attached agreement.

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 23, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the **City of Oroville**, a municipal corporation ("City") and **ICF Jones & Stokes, Inc.** ("Consultant").

RECITALS

- A. The Consultant is specially trained, licensed, experienced and competent to provide professional land use planning assistance to the City of Oroville as required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain the Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the scope of services described in Exhibit "A", which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until September 30, 2017 unless subsequently amended by the parties.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Cost Estimate described in Exhibit "A", which is attached hereto and incorporated herein by reference. **The Consultant's compensation will be funded through a funding agreement between the City and "Project Applicant" regarding the proposed project.** Payment by City under this

Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billing to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents, and other writings first prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports,

plans, studies, documents, and other writings to City within three (3) days after written request.

8. Licensing of Intellectual Property. Subject to payment in full, this Agreement creates a nonexclusive, nontransferable and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use is within the purposes intended by this Agreement. City shall indemnify and hold Consultant harmless against any liability arising from or related to Deliverables that have been changed by City without Consultant's written approval or have been used for a purpose other than as defined hereunder.

9. Consultant's Books and Records

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for

any longer period required by law, from the date of termination or completion of the Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
10. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
11. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property, and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income,

interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. **THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.

15. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement. Except for liability for death, bodily injury, damage to tangible or real property or intellectual property infringement caused by the negligence or willful misconduct of the Consultant, the aggregate liability of the Consultant under this Agreement shall not exceed the greater of the amount payable hereunder or the amount recovered under any applicable insurance coverage specified in this Agreement. In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.

16. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Director of Community Development**
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965

If to Consultant: **Trina L. Prince**
 ICF Jones & Stokes, Inc.
 630 K Street, Suite 400
 Sacramento, CA 95814

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions

of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.

27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
28. Equal Opportunity Employment. Consultant represents that is and equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
29. Force Majeure. Consultant is not liable for any delay in performance or non-performance caused by acts of God, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness, inadequate access to City site or data, or anything else beyond Consultant's reasonable control.

/

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

ICF JONES & STOKES, INC.

By: _____
Linda L. Dahlmeier, Mayor

By: Donald L. Hince
Title: Contracts Administrator

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

Business License #: _____
Tax ID No.: _____

ATTEST:

By: _____
Donald Rust, Acting City Clerk

ATTACHMENTS

- Exhibit A Scope of Services and Cost Estimate
- Exhibit B Insurance Requirements



January 12, 2017

Nicholas L. Congdon
Project Manager
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Subject: Response to Oroville Health Hospital Expansion Project CEQA City Planner RFP

Dear Mr. Congdon,

Thank you for asking ICF Jones & Stokes, Inc. (an ICF company, hereafter "ICF") to submit a proposal to perform planning and environmental work for this important project. We understand that you will be submitting proposals to the City of Oroville for their consideration.

ICF is pleased to propose to assist the City of Oroville in processing the application and preparing the Initial Study/Mitigated Negative Declaration for the Oroville Hospital Expansion project. ICF has the best qualifications and staff resources to complete the analysis efficiently and quickly, with the highest level of CEQA compliance. ICF's deep bench of planners, environmental specialists and technical experts provides flexibility in completing the environmental analysis. With the addition of Fehr and Peers to our team, our team will comprise all required technical specialties. Should unexpected issues arise, the necessary technical experts will be available in-house, without the need to contract with additional subcontractors. The enclosed cost proposal reflects the services requested in the scope of work provided to ICF on December 28, 2016. We understand that it is anticipated that the environmental document for the project will be Mitigated Negative Declaration. In addition to the staff work and environmental document preparation, as requested in the RFP, our scope of work includes substantial technical effort in specific areas to ensure that the findings for a Mitigated Negative Declaration can be supported. This approach is based on our current understanding of the project and City's approach.

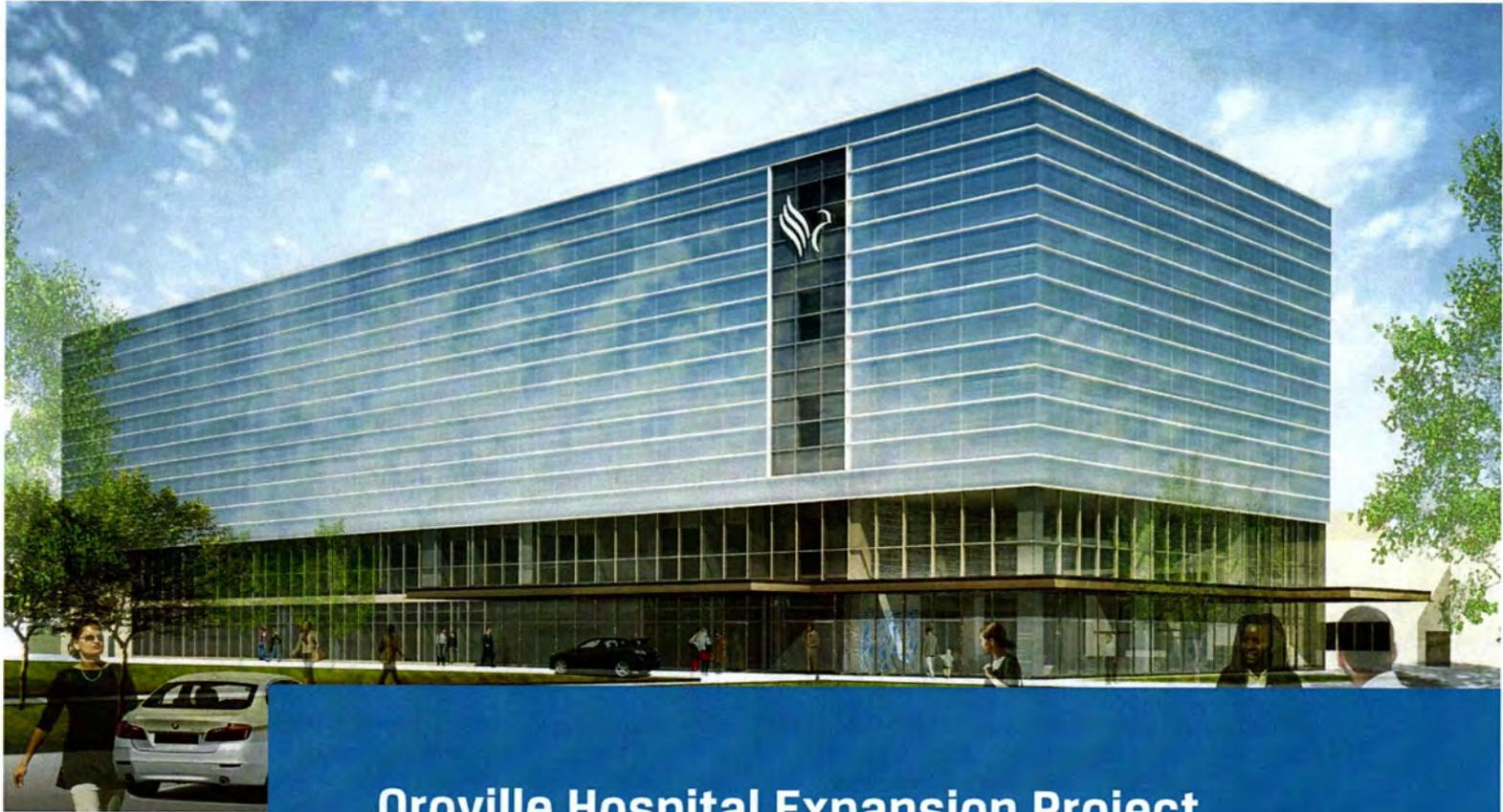
The ICF team is available and ready to start work upon authorization. This proposal is valid for a period of 120 days, at which time ICF reserves the right to revise the contents or extend the validity date, if needed.

ICF looks forward to negotiating mutually acceptable terms and conditions. We look forward to discussing our approach and proposal with you and the City. Please contact Sally Zeff at sally.zeff@icf.com or 916.737.3000.

Sincerely,

A handwritten signature in black ink that reads "Trina L. Prince". The signature is written in a cursive, flowing style.

Trina L. Prince
Contracts Administrator



Oroville Hospital Expansion Project

Submitted to:
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Submitted by:
ICF, Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, CA 95814

January 12, 2017



This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

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INTRODUCTION



ICF Jones & Stokes, Inc. (an ICF company hereafter referred to as ICF) is a global consulting and technology services provider with more than 5,000 professionals focused on making big things possible for our clients. We are business analysts, policy specialists, technologists, researchers, digital strategists, social scientists and creatives. Since 1969, government and commercial clients have worked with ICF to overcome their toughest challenges on issues that matter profoundly to their success. Engage with us at icf.com.

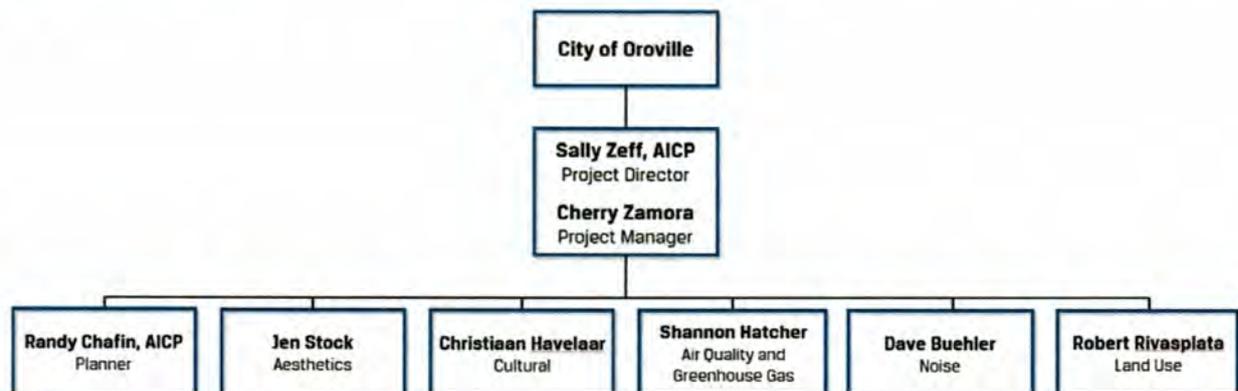
Our team includes experts in planning and environmental documentation. This project would be staffed by ICF's Sacramento office which has in-house specialists in land use, air quality, noise, cultural resources, biology, water quality, and mapping.

The ICF Team

Our approach for this effort will focus on efficient project application processing and CEQA document preparation. ICF staff proposed for this project have substantial experience both as city planners and as environmental and planning consultants, and, in combination with ICF's full range of in-house expertise, will ensure that the planning and environmental analysis for the project will be completed quickly and in full compliance with the requirements of CEQA. We have recent experience preparing Initial Study/Mitigated Negative Declaration documents for a wide range of projects in a short time frame and for a reasonable cost. Our organizational chart outlining our proposed staff follows, followed by resumes of each key team member at the end of this proposal.

Our proposed team will be led by Sally Zeff, AICP, and Cherry Zamora, experienced planners and environmental consultants. Randy Chafin, AICP, will provide planning services. They will be supported by technical experts in our Sacramento office, and Fehr and Peers, a frequent teaming partner and top traffic consulting firm with strong CEQA experience.

Organizational Chart



Key Staff Resumes

Please find the resumes of the Key Staff members in the Appendix.

Project Experience

The following summarizes selected relevant project experience. ICF has prepared thousands of CEQA documents for a wide variety of projects, ranging from Exemptions to large EIS/EIRs.

Client Name & Title	City of Menlo Park – Facebook Campus Expansion Project Environmental Impact Report
Address	701 Laurel Street, Menlo Park CA 94025
Project Overview	Hibiscus Properties, LLC, an affiliate of Facebook, Inc., is proposing to redevelop an existing approximately 58-acre industrial site, known as the TE Connectivity Campus, by demolishing existing onsite buildings and landscaping and constructing two new office buildings and a hotel. The project expands the existing Facebook Campus. The two proposed office buildings (Buildings 21 and 220 would encompass approximately 962,400 gross square feet (gsf). The hotel would be a 200-room limited-service hotel with approximately 174,800 gsf. Development of the office buildings and hotel would result in a net increase of approximately 121,300 gsf at the project site.

Client Name & Title	City of Oroville – General Plan and General Plan Environmental Impact Report
Address	1735 Montgomery Street, Oroville, CA 95965
Project Overview	As a subconsultant to DCE Planning, ICF prepared a complete set of background working papers to document existing conditions related to Air Quality, Biological Resources, Cultural Resources, and Noise that were used to develop the related General Plan elements and EIR setting sections. The working papers addressed the topics covered by each of the General Plan mandatory and optional elements (existing and proposed) proposed to be updated. ICF also collaborate with DCE Planning in the review and preparation of General Plan policies relevant to these resource areas and prepare the resource-specific chapters of the General Plan Program EIR.

Client Name & Title	Los Angeles County Public Works Department - LAC+USC Medical Centers Environmental Documentation
Address	900 S. Fremont Avenue, Alhambra, CA 91803
Project Overview	The LAC+USC Medical Center (Center) is a world-class, Level-One trauma center and a hub in the County of Los Angeles healthcare system serving 10 million county residents. The Center, which dates back to 1878, occupies 76 acres northeast of downtown Los Angeles in a low-income and minority community and contains the landmark, iconic, and historic General Hospital building as well as a number of other historic buildings on the campus. The LAC+USC Medical Center Master Plan (Master Plan) will serve as a vision and guide for future development of up to 1.25 million square feet of new outpatient clinics, medical office, research and development space, and other ancillary facilities plus 450 new hospital beds, parking structures, and community open space over the next 25 years. ICF was responsible for preparing the CEQA Program EIR for the Master Plan under the direction of staff from the County of Los Angeles Department of Public Works (LACDPW), a long-term key client for ICF.

PROJECT UNDERSTANDING

Project Objectives

ICF understands that the Oroville Hospital Expansion project proposes a new medical center wing and associated parking facilities to expand and modernize services to the City and surrounding region. ICF understands that this is an important and highly visible project for the City and the applicant, and that the City needs the application and environmental review process to be completed in a timely fashion, and fully compliant with CEQA. ICF's highly qualified team is available to complete this work and ready to start upon authorization.

Our schedule consists of a 6-month timespan from start to finish. As a leader in CEQA compliance and environmental document preparation, ICF is highly qualified and eager to provide these services.

The proposed project consists of a new medical center wing and associated parking facilities and site improvements. Additional parcels totaling 2.8 acres in area will be added to the existing 13-acre site. The project will require the following discretionary actions:

- ▶ **General Plan Amendment/Rezone** – The General Plan land use designation of one parcel is proposed to change from Mixed Use (MU) to Public (PU) and is proposed to be rezoned from Corridor Mixed Use (MXC) to Public/Quasi Public (PQ).
- ▶ **Variance** – The proposed medical center wing is 85 feet in height; whereas, the zoning ordinance allows a maximum height of 50 feet.
- ▶ **Use Permit** – The proposed project requires a use permit, which will include conditions of approval.
- ▶ **Other Required Approvals** – Lot Line Adjustment/Parcel Merger, Demolition Permit, and Art Installation Permit, all of which are administrative actions under the authority of the Community Development Director.

Scope of Work

ICF will provide staff services to the City consisting of application review and processing, and preparation of the environmental document. ICF will work as an extension of City staff in these efforts.

Task 1. Application Processing

ICF will function as an extension of City of Oroville Planning Division, Community Development Department personnel in the review and processing of the applications required for the Hospital expansion Project, as summarized below. These tasks include the following:

- ▶ Reviewing the submitted application materials for completeness;
- ▶ Analysis of the application materials for consistency with City policies and ordinances, particularly the General Plan and Zoning Ordinance;
- ▶ Preparation of staff reports and draft resolutions;
- ▶ Presentation of staff reports at meetings of the Planning Commission and City Council. ICF will prepare the staff report for the Planning Commission and the City Council for City staff review and use. One draft of each report will be prepared and submitted to the City in Word format.

ICF personnel will review the applications and prepare a staff report providing recommendations for action by the Planning Commission as well as two draft resolutions for Planning Commission consideration. Since at this time, it is assumed that an Initial Study/Mitigated Negative Declaration will be the appropriate CEQA documentation, one resolution will provide for Planning Commission adoption of the IS/MND and Mitigation Monitoring Program, and the other resolution will provide for adoption of the Use Permit and Variance (with required findings). Both Planning Commission resolutions will include the findings necessary to support the Planning Commission actions and recommendations. Because City Council action is required to amend the General Plan and Zoning ordinance, the second Planning Commission resolution will provide a recommendation to City Council relative to the proposed GPA and rezone. ICF senior staff will make presentations to the Planning Commission at noticed hearings.

Following action by the Planning Commission, ICF will also prepare a staff report, resolution, and ordinance for City Council action on the GPA and rezone. As noted in Task 7, ICF senior staff will make presentations to the City Council at noticed hearings.

Task 2. Preparation of the Administrative Draft Initial Study

Task 2.1. Peer Review of Technical Studies

As a part of the environmental analysis, ICF in-house qualified experts will peer review studies provided by the applicant, perform required additional studies, and prepare the CEQA document for the project. During the preparation of the document, ICF will carefully assess whether there are any impacts that cannot be reduced to a less than significant by feasible mitigation measures, and if any are identified, notify the City as soon as possible that an EIR may be required. This scope of work is based on the assumption that an EIR will not be required.

ICF staff are experienced at developing mitigation measures for a wide variety of projects to ensure that the project impacts can be reduced to a less than significant level.

- ▶ Traffic Study: ICF's subconsultant, Fehr & Peers, would peer review the traffic study provided by the project applicant.
- ▶ Climate Change Peer Review

ICF will prepare a peer review of the GHG technical study prepared by the project applicant's sub consultant. The peer review will evaluate the approach and methodology used to characterize emissions, thresholds used determine project significance (e.g., consistency with the City of Oroville's CAP, consistency with the SANDAG and Newhall Ranch California Supreme Court decisions, etc.), and mitigation identified to reduce the severity of any identified impacts. As part of the peer review, we will prepare a memorandum detailing the results of our peer review and present recommendations to City of Oroville staff regarding the veracity of the technical and environmental GHG analysis and whether it is adequate to support the IS/MND analysis. This scope of work assumes two rounds of review: an initial review of the GHG technical study and with comments provided in a memorandum and a subsequent review of the GHG technical study to determine whether initial comments provided are adequately addressed with additional comments provided in a memorandum. Note this scope of work assumes that ICF will not prepare any updates to the GHG technical study. In the event the project applicant and/or City requests that ICF update the GHG technical study, an amendment to this scope and budget would be necessary to identify the level of effort required to update the GHG technical study. Upon determination the GHG technical study is adequate to support the IS/MND analysis, ICF will prepare the IS/MND GHG section based on the final GHG study.

Task 2.2. Preparation of the Administrative Draft Initial Study Document

ICF will prepare an administrative draft of the Draft IS for review by the City. This document will include all required issue areas:

- ▶ Aesthetics,
- ▶ Agricultural and Forestry Resources,
- ▶ Air Quality,
- ▶ Biological Resources,
- ▶ Cultural Resources,
- ▶ Geology and Soils,
- ▶ Greenhouse Gas Emissions,
- ▶ Hazards and Hazardous Materials,
- ▶ Hydrology and Water Quality,
- ▶ Land Use and Planning,
- ▶ Mineral Resources,
- ▶ Noise,
- ▶ Population and Housing,
- ▶ Public Services,
- ▶ Recreation,
- ▶ Transportation/Traffic,
- ▶ Tribal Cultural Resources,
- ▶ Utilities and Service Systems, and
- ▶ Mandatory Findings of Significance.

Detailed technical analysis is anticipated to be required for the specific issue areas described below:

Aesthetics – The aesthetic resources assessment will follow standards of professional practice for aesthetic analysis to ensure environmental compliance. We will broadly describe the physical setting of the program area in terms of the aesthetic character and quality of viewsheds, using a desktop review of online aerial imagery and mapping, noting any protected aesthetic resources in the City. We will also broadly describe the viewer groups, as well as their relative sensitivity to changes in views. Analysis of light and glare and the project's consistency with the City's design guidelines and design review requirements will be included. The preparation of photo simulations are not included.

Cultural Resources – The potential for impacts to cultural resources will be considered. Potential impacts will be discussed for built environment resources, archaeological and paleontological resources, and for human remains. Impacts will be analyzed and mitigation measures will be developed if needed. ICF will request a Sacred Lands File search and list of Native American contacts from the Native American Heritage Commission (NAHC) and provide the County with Assembly Bill (AB) 52 tribal consultation for the IS. The results of the NAHC request, described above, will aid the City in identifying any tribes to be consulted under AB 52. This scope includes assistance to the City with AB 52 consultation. However, since AB 52 consultation is a new and

evolving process, assistance is limited to the scoped hours; if additional assistance is required, an amended cost will be required.

Air Quality and Greenhouse Gases – ICF will prepare the air quality technical analysis and IS/MND section for the Oroville Hospital Expansion Camino Hospital project consistent with all applicable procedures and requirements of the Butte County Air Quality Management District (BCAQMD). In addition, ICF will prepare a peer review of the applicant-prepared greenhouse gas (GHG) study and prepare the IS/MND GHG section based on the final GHG study.

The air quality analysis will focus on the criteria pollutants of greatest concern in the Sacramento Valley Air Basin (SVAB) that will be generated by construction and operation of the proposed project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NOX]), carbon monoxide (CO), and inhalable particulate matter (PM10 and PM2.5). ICF air quality specialists will prepare an air quality analysis describing existing air quality conditions, the project's air quality impacts, and mitigation measures, including those recommended and required by the BCAQMD.

In the project setting section, ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to this project. We will summarize meteorological and climatological data for the project study area, as well as localized conditions in the vicinity of the proposed project using data collected by the BCAQMD and the California Air Resources Board (ARB). The pollutants of concern in the proposed project area and their known health effects will also be described. The existing state and federal ambient air quality standards; the region's attainment status with regard to those standards; and a discussion of applicable air quality goals, policies, and attainment plans of state and local agencies, including the region's most recent air quality plans, will be summarized. We will also describe the general locations of existing sensitive receptors in the project vicinity.

The project impacts section will identify significant impacts using the BCQMD's adopted thresholds of significance, CEQA Air Quality Handbook: Guidelines for Assessing Air Quality and Greenhouse Gas Impacts for Projects Subject to CEQA Review. ICF will describe the air quality thresholds used to identify significant impacts based on the BCAQMD's guidance document, as well as the methodology used to estimate project-related emission impacts. The impacts section will specifically focus on the following analyses.

ICF will quantify demolition and construction emissions and evaluate resulting potential impacts associated with the proposed project. Project demolition and construction activities would involve the use of off-road construction equipment and on-road trucks. Because these sources would primarily use diesel fuel, they would generate emissions of diesel exhaust in the form of ROG, CO, NOX, SOX, PM10 and PM2.5. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as demolition, site clearing, or grading would generate fugitive dust emissions in the form of PM10 and PM2.5. Worker commute trips would generate vehicle exhaust and road dust emissions. Emissions will be quantified using the CalEEMod emissions model and construction data (i.e., anticipated construction schedule and equipment) provided by the project applicant.

In the event that project-specific construction and demolition activity information is not available, we will use CalEEMod model default settings (including equipment horsepower and load factor) for construction activities, based on the number of designated land uses) to identify the type and number of equipment that would be operating on a typical 8-hour workday during the construction activities. The analysis of construction impacts will also address construction-related mitigation measures required by the BCAQMD. Daily construction emissions will be quantified for comparison to local emission thresholds identified by the BCAQMD. Based on the age of the existing land uses on the project site, it is assumed that the building is likely to contain asbestos used for insulation

purposes and that asbestos may be uncovered and disturbed during demolition. The potential for asbestos exposure during demolition will be assessed in the air quality chapter. Potential mitigation for reducing exposure to asbestos will include the development and implementation of an asbestos compliance plan, consistent with ARB and federal regulations.

ICF will use traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod emissions models to quantify operational emissions of ROG, NOX, CO, PM10, and PM2.5 from project-related motor vehicle emissions associated with the proposed project. Operational emissions associated with area sources (i.e., landscaping, residential heating, and consumer products) will also be estimated with the CalEEMod model. Estimated daily operational emissions will be quantified for comparison to applicable BCAQMD emission thresholds.

ICF will perform a qualitative health risk assessment (HRA) associated with project construction and operations and we will consult with BCAQMD planning staff to verify this approach. In the event consultation with BCAQMD staff indicates a quantitative HRA may be required, an amendment to this scope and budget would be required to identify the level of effort that would be required to prepare the quantitative HRA.

Noise and Vibration – ICF will prepare a noise and vibration impact analysis that employs standard noise and vibration modeling techniques consistent with the requirements of the City of Oroville General Plan Noise Element and noise section of the City's municipal code.

Key noise issues to be addressed will include:

- ▶ Exposure of existing noise-sensitive land uses to noise associated with demolition and construction activity,
- ▶ Exposure of existing noise-sensitive land uses to noise associated with project-related changes in traffic patterns and operational noise, and exposure of proposed noise-sensitive land uses to noise.

In the setting section existing sources of noise in the project area will be identified along with existing noise sensitive land uses in the project area. Existing noise conditions in the project area will be described based on information in the City of Oroville General Plan Noise Element and noise monitoring in and around the project site. ICF will collect short-term (10 to 15 minute) daytime noise levels at selected locations in and around the project site. Long-term monitoring (24-hour) will be conducted at one location near the residential area located west of the project site. Existing traffic noise conditions will be modeled using the FHWA Traffic Noise Model (TNM) and traffic data to be provided by the project traffic consultant. Up to 10 roadway segments will be evaluated. City of Oroville noise standards in the City of Oroville General Plan Noise Element and City municipal code will be summarized.

In the impact section, CEQA significance thresholds will be defined based on City of Oroville noise standards and other applicable noise standards as appropriate. Demolition and construction noise and vibration will be evaluated using construction noise and vibration modeling methods recommended by the U.S. Department of Transportation and construction equipment data to be provide by the project applicant. Traffic noise will be evaluated along up to 10 roadways segments under the following conditions using TNM and traffic data to be provided by the project traffic consultant:

- ▶ Existing plus project
- ▶ Buildout (cumulative) no project
- ▶ Buildout (cumulative) plus project

Traffic noise will be evaluated in terms of how project-related traffic noise increases may affect existing noise sensitive land uses and how proposed noise sensitive land uses may be affected by noise from traffic on existing or planned or roadways. The potential exposure of existing noise sensitive use to operational noise (i.e. parking lot activity, mechanical systems) will be evaluated along with potential noise impacts associated with new noise-sensitive uses on the project site.

The significance of noise impacts will be assessed based predicted noise exposures and the defined CEQA significance thresholds. Where significant noise impacts are identified, mitigation to reduce impacts to a less than significant level (where feasible and reasonable) will be identified. Noise mitigation will be described at a level of detail appropriate for environmental review and not at a design level of detail.

Land Use and Planning – The land use section will describe the consistency of the proposed extension with the City's General Plan and potential land use compatibility issues will be identified and discussed. This will include discussion of a general plan amendment and rezoning of parcel 013-260-063 from a Mixed Use (MU) land use designation to Public (PU) and a Corridor Mixed Use (MXC) to Quasi-Public (PQ) zoning classification. It will also include the need for a variance by the City to address the height of the new building.

Traffic and Transportation – Fehr & Peers, as a subconsultant to ICF, would provide peer review of the traffic study provided by the project applicant.

Task 3. Prepare Screencheck Draft IS/MND

Following review by the City, and assuming that it is possible to reduce all significant impacts to a less than significant level, ICF will revised the document in response to City comments, and prepare the Screencheck IS and a draft Mitigated Negative Declaration (MND) for review and approval by the City. It is anticipated that there may be the need for a one-hour phone conference with the City to discuss the City's comments on the Administrative Draft IS/MND.

Deliverables

- ▶ 1 hard copy and 1 electronic copy (Microsoft Word) of Screencheck IS/MND to City

Task 4. Prepare and Circulate the Public Draft IS/MND

Following review and approval by the City of the Screencheck, ICF will prepare the Final IS and a Mitigated Negative Declaration (MND) for circulation to agencies and filing with the State Clearinghouse. ICF will prepare hard and electronic copies and deliver them to the County for distribution. ICF will deliver 15 hard copies of the IS/MND and one electronic copy on CD to the State Clearinghouse on behalf of the County.

Deliverables

- ▶ 15 hard copies of Subsequent IS/MND and one electronic copy on CD for Clearinghouse
- ▶ 20 hard copies of Subsequent IS/MND
- ▶ 1 web-ready pdf copy of IS/MND
- ▶ 1 electronic copy (Microsoft Word)

Task 5. Review Comments on IS/MND

During the 30-day review period for the IS/MND closes, ICF will review comments and, if necessary, revise the IS/MND to prepare the Final IS/MND, addressing agency comments. Though extensive comments are not expected, ICF will review and organize comments as they come in, creating a comment/response table. ICF will provide the completed table to the County in order to facilitate a thorough review of the comments and proposed responses prior to the production of the Final IS/MND if changes are necessary. After a phone conference to discuss the comments and responses, ICF will proceed with production of the Final IS and provide the County with a draft document for review. Comments will be incorporated into the Final IS. For the purposes of estimating costs, ICF assumes that no more than 10 comment letters will be received. Should more comments be received, additional effort would be necessary.

Deliverables

- ▶ Comment/response table in electronic format
- ▶ 1 electronic copy (Microsoft Word) of Draft Final Subsequent IS/MND
- ▶ 1 web-ready electronic version (pdf) of Final IS/MND
- ▶ 1 electronic copy (Microsoft Word) of Final IS/MND

Task 6. Prepare Mitigation Monitoring and Reporting Program

ICF will prepare a Mitigation Monitoring and Reporting Program based on the Mitigated Negative Declaration. The MMRP will list mitigation measures and indicate when they will occur, who will implement them, and who will be responsible for ensuring their implementation. The MMRP will be in table format. A draft will be provided to the City for review and a final version will be submitted to the City for inclusion in the hearing materials.

Deliverables

- ▶ 1 electronic copy (Microsoft Word or pdf) of draft MMRP
- ▶ 1 hard copy and 1 electronic copy (Microsoft Word and/or pdf) of MMRP

Task 7. Attend Public Hearings

ICF will attend up to two hearings, expected to be a Planning Commission and City Council hearing. ICF will attend additional hearings on a time and materials basis, not included in the cost estimate.

Deliverables

- ▶ Attendance at two public hearings.

Project Budget Estimate

Task	Cost
Task 1. Application Processing	\$3,825
Task 2. Prepare Administrative Draft IS	\$43,123
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND	\$4,075
Task 4. Prepare and Circulate the Public Draft IS/MND	\$1,631
Task 5. Review Comments on IS/MND and revise as necessary	\$1,754
Task 6. Prepare Mitigation Monitoring and Reporting Plan	\$1,004
Task 7. Attend Public Hearings	\$1,440
Direct Expenses	\$1,111
Total	\$57,963

ICF proposes to invoice costs monthly, on a time and materials basis.

Project Schedule

The proposed schedule follows and reflects the schedule for a CEQA Initial Study, with tasks beginning in February 2017 and concluding in July 2017.

Task	F	M	A	M	J	J
Task 1. Application Processing	■					
Task 2. Prepare Administrative Draft IS	■	■				
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND			■			
Task 4. Prepare and Circulate the Public Draft IS/MND			■	■		
Task 5. Review Comments on IS/MND and revise as necessary					■	
Task 6. Prepare Mitigation Monitoring and Reporting Plan					■	
Task 7. Attend Public Hearings						■

APPENDIX

Please find resumes of the Key Staff members on the following pages.

SALLY ZEFF, AICP

Project Director

Sally Zeff has more than 30 years of experience in environmental consulting, management, permitting, mining consulting, and planning consulting; she also has extensive experience serving as a public agency planner. She has strong qualifications in general plans, land use, energy, traffic, housing, agriculture and farmland conservation, mining, and related environmental analyses. Sally is also experienced in preparing documentation for CEQA and NEPA compliance and permitting, related to mixed-use land development, transportation, renewable, fossil, and nuclear energy, agricultural processing and mining. Her urban, regional, and rural planning experience includes general plan work, site analysis, feasibility studies, and mine inspection programs.

Sally has designed and implemented public involvement programs for projects ranging from general plans to environmental impact reports. She has also developed and implemented a variety of visioning exercises, including specific development project alternatives and general plans. Sally's experience includes presentations at public hearings, meetings, and forums; stakeholder and workgroup meetings; and workshops, and she has demonstrated skills in the preparation of public information handouts and displays.

Her experience as a public agency planner and city planning director give her specialized insight into handling questions and presentations of opinions by a variety of stakeholders, including project proponents, affected landowners, community activists, and concerned citizens.

Years of Experience

- Professional start date: 1981
- ICF start date: 10/2002

Education

- MUP, Urban Planning, University of Michigan, 1981
- BA, Medieval Studies, Reed College, 1980

Professional Memberships

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

Certifications

- Certified Planner, American Institute of Certified Planners (AICP), No. 6100
-

Project Experience

Butte Regional Conservation Plan (BRCP) EIS/EIR—Butte Council of Governments (BCAG), Butte County, CA.

Project Manager. ICF prepared a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that evaluated the impacts associated with issuing endangered species permits and implementing the joint Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP) for western Butte County, known as the Butte Regional Conservation Plan (BRCP). The BRCP is proposed by 11 agencies and the BRCP Plan Area encompasses 564,219 acres in western Butte County consisting of the western lowlands and foothills of Butte County. ICF worked closely with the USFWS and BCAG, the lead agencies for the joint document, in developing alternatives, establishing the baseline, analyzing impacts, and developing appropriate mitigation. The draft EIS/EIR public comment period has ended and preparation of the Final EIS/EIR is underway.

Redevelopment Plan Study and EIR—City of Williams/Rosenow Spevacek Group, Inc. (RSG), Williams, CA.

Project Director. ICF prepared the EIR supporting the City of Williams initiation of a redevelopment area and agency, and adoption of a redevelopment plan.

Sutter Gould Medical Offices Project—City of Stockton, CA.

Project Manager. Sally managed preparation of environmental studies for construction of medical offices and an ambulatory surgery center on a greenfields site in the City of Stockton. This project involved a general plan amendment, zone change, and use permit.

Mine Cleanup IS/ND and Public Involvement Program, Spenceville Wildlife Refuge—California Department of Fish and Wildlife, CA.

Project Manager. Sally served as project manager for preparation of environmental documents and project permits for cleanup of the Spenceville Mine, an historic abandoned copper mine owned by CDFW. Issues included toxic mine pit water cleanup and disposal, stream restoration, and historic and cultural resources.

Palermo to East Nicholas Transmission Line Project PEA—Pacific Gas & Electric Company (PG&E), East Nicolaus, CA.

Project Manager. Sally served as project manager, where she ensured coordination between permitting staff, technical staff, and environmental analysts. Advised PG&E on appropriate CEQA, NEPA, and permitting approaches. She assisted PG&E in working with the California Public Utilities Commission. Managed preparation of the PEA for the project, and coordinated with the CPUC and its consultants, ensuring smooth acceptance of the document by the agency.

River Park EIR—City of West Sacramento, CA.

Project Manager. Sally served as project manager for an EIR for a project consisting of over 2,400 mixed-density residential units, a 40-acre park, and community open space on approximately 446 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, wetlands, flooding, and potential effects of riverfront recreational uses.

Yarbrough EIR—City of West Sacramento, CA.

Project Director. Sally served as project director for an EIR for a project consisting of approximately 3,000 residential units and a golf course on 710 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, flooding, and wetlands.

Marysville Hotel Demolition EIS/EIR—City of Marysville, CA.

Project Manager. Sally managed preparation of a joint NEPA/CEQA environmental document (EIS/EIR) for a highly controversial project involving the potential demolition of the landmark Marysville Hotel. Issues included historic resources, parking and traffic circulation, and toxic materials, as well as significant public concern stemming from the structure's controversial recent history and its significance to the Downtown Historic District.

CHERRY ZAMORA

Project Manager

Cherry Zamora is a Project Manager with 12 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Ms. Zamora has extensive project experience with Caltrans capital improvement transportation projects and local assistance efforts.

Project Experience

Hazel Avenue / US 50 Interchange—Sacramento County, CA, 2016 – Present.

Project Manager. Cherry serves as project manager for this interchange reconfiguration. Cherry facilitated agency scoping, oversaw preparation of environmental technical studies, and coordinated acquisition of access agreements for survey work. Cherry provides on-going project tracking and data requests with the engineering team and County. She also monitors progress of technical studies and provides QA/QC to ensure studies are consistent with requirements of the Caltrans Standard Environmental Reference.

Avenue 66 Grade Separation—County of Riverside, Community of Mecca, CA, 2014 – 2016.

Associate Environmental Planner. Cherry served as the associate environmental planner during the Local Assistance process with Caltrans, where she oversaw the preparation of technical studies and was the primary author of the CEQA IS/MND. The project consists of a 1.7 mile-long new roadway with a new grade separated crossing over State Route 111 and connection to State Route 195.

State Route 99/Pelandale Avenue Interchange Reconstruction—City of Modesto, Stanislaus County, CA, 2008 – 2010.

Associate Environmental Planner. Cherry served as an associate environmental planner for this Capital Improvements project, where she coordinated technical study submittals and revisions with resource specialists and agency reviewers. Cherry was the primary author of the CEQA IS/MND and facilitated the public meeting.

I-215/Scott Road Interchange—County of Riverside, Menifee, Murrieta, CA, 2009 – 2014.

Associate Environmental Planner. Cherry served as an associate environmental planner and led the PA&ED process with Caltrans, where she coordinated technical study submittals and revisions with County and Caltrans reviewers. The project included completion of the original NEPA CE and CEQA IS/MND. With later additions to the project footprint, Cherry also managed the re-validation process and oversaw preparation of supplemental studies.



Years of Experience

- Professional start date: 05/2003
- ICF start date: 01/2016

Education

- MA, Geography, University of California, Davis, 2009
- BA with Departmental Honors, Geography, University of California, Berkeley, 2003

Certifications/Other

- Traffic Noise Model 2.5, Bowlby & Associates, 2015
- Comprehensive NEPA, SWCA Consultants, 2004

Pioneer Bluff Bridge/Mike McGowan Bridge—City of West Sacramento, CA, 2013 – 2014.

Primary Author. Cherry served as the primary author of the CEQA IS/MND and served as the air quality specialist for the NEPA document. This included internal coordination with design staff, traffic engineers, and environmental technical specialists. She provided air quality analysis support and coordinated with FHWA for air quality conformity approval of this new bridge over the Barge Canal.

South Riverside Avenue, East San Bernardino Avenue, and Willow Avenue Street Widening—City of Rialto, San Bernardino County, CA, 2014 – 2015.

Associate Environmental Planner. Cherry served as the associate environmental planner for this street widening project, where she oversaw the Section 10 consultation process with USFWS for impacts to the endangered Delhi-sands flower loving fly, mitigation purchase, preparation of technical studies, and preparation of the CEQA IS/MND.

State Route 18/Apple Valley Road Intersection Reconfiguration—Town of Apple Valley, San Bernardino County, CA, 2010 – 2013.

Associate Environmental Planner. Cherry served as the associate environmental planner for this intersection reconfiguration, where she managed the preparation of environmental technical studies and worked with Caltrans Streamlined-Oversight to prepare, revise, circulate, and finalize the CEQA IS/MND with Caltrans as the lead agency. She also provided technical air quality support to ensure the project's inclusion in the Regional Transportation.

EA for the Thunder Bay National Marine Sanctuary Visitors Center, Alpena, Michigan. 2004 – 2006.

Primary Author. Cherry served as the primary author of the NEPA EA/FONSI.

Airport Surveillance Radar Model 11, Fort Wayne, Indiana, 2003 – 2005.

Lead Environmental Planner. Cherry led the environmental planning effort for this radar project at an off-airport site. Prepared the NEPA EA consistent with Federal Aviation Administration regulations. She coordinated preparation of cultural sub-consultant report and prepared agency scoping letters.

CEs for the Airport Surface Detection System, Model-X, Phoenix Sky Harbor International Airport, Phoenix, Arizona and Bradley International Airport, Bradley, Connecticut, 2003 – 2006.

Lead Environmental Planner. Cherry led the environmental planning effort for radar tower and equipment installation for these two projects. Prepared supporting documentation for the NEPA CEs consistent with Federal Aviation Administration regulations. She coordinated extensive cultural and biological consultation with concerned agencies.

Employment History

ICF. Project Manager. Sacramento, California. 01/2016 – Present.

Dokken Engineering. Associate Environmental Planner. Folsom, California. 06/2008 – 01/2016.

SRI International. Environmental Research Analyst. Menlo Park, California. 05/2

RANDY CHAFIN, AICP

Senior Manager

Randy Chafin has more than 35 years of diverse urban and environmental planning experience in both the public and private sectors. His expertise encompasses most aspects of the municipal planning process, including environmental impact analysis under CEQA and NEPA, formulation of policies and ordinances, land use planning, development analysis, and urban design. A skilled project director and manager, Randy works effectively at the intersection of urban planning and environmental planning. He has worked extensively with other disciplines involved in the development process, including engineers, architects, environmental specialists, attorneys, landscape architects, and developers, and is well versed in California planning and environmental law.

Following 12 years in the public sector, Randy operated his own consultancy for 12 years. Since that time, he has worked as a Principal/Project Director/Manager for consulting firms. Randy is highly skilled at creating environmentally sustainable solutions for complex development projects through both project design and mitigation strategies. He was principal author of several large, mixed-use specific plans and contributing author of several area plans, general plans, and individual general plan elements. Randy has served as principal author, project manager, and QA/QC specialist for numerous environmental impact analyses, including EIRs, IS/MNDs, EAs, and mitigation monitoring programs, for a wide range of project types. As a result of his broad experience, understanding of municipal planning processes, and knowledge of other disciplines, Randy has been retained as an extension of public agency staff and project manager for numerous complex, and sometimes controversial, projects. In this capacity, he has ensured that the work of all project team members is coordinated, that all required processes are followed, and that the requirements of all regulatory agencies are met.

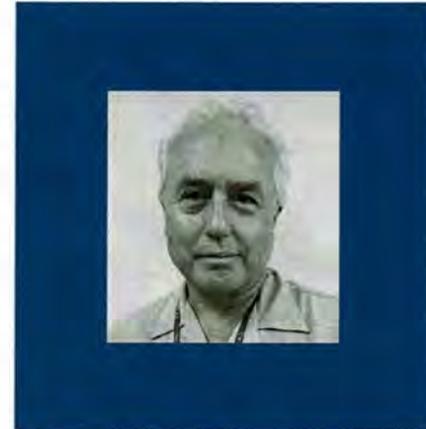
Project Experience

CEQA and NEPA Documents

University Millerton Campus and Amendment to Millerton Specific Plan EIR—California Health Sciences, Fresno County, CA.

Project Manager. Randy managed the preparation of the EIR for this proposed project on an approximately 483-acre area within the approved Millerton Specific Plan in unincorporated Fresno County, near Millerton Lake. The project components analyzed in the EIR include:

- ▶ General Plan Amendment



Years of Experience

- Professional start date: 1975
- ICF start date: 2016

Education

- B.S. Urban Planning, Cal Poly, Pomona, 1974

Professional Memberships

- Member, American Planning Association (APA)
- Member, American Institute of Certified Planners (AICP)
- Member, Association of Environmental Professionals (AEP), Superior California
- Member, Urban Land Institute (ULI) formerly Advisory Board Member, Sacramento District Council

Certifications/Other

- American Institute of Certified Planners (AICP)

Areas of Expertise

- CEQA/NEPA Documentation
- Environmental Constraints Analysis
- Sustainable Development and Mitigation Strategies
- Policy Planning

- ▶ Change in Zoning
- ▶ Amendment to the Millerton Specific Plan
- ▶ Conditional Use Permit to construct and operate 179 acres devoted to the California Health Sciences University

The post-graduate University Campus will include five medical colleges, with full ancillary and support facilities, and student housing. Campus buildout is anticipated to take 15 to 20 years. The project also includes amendments to the Millerton Specific Plan and rezoning for an “alternative” elementary school site, an “alternative” safety services site, a Medium Density Residential site, and a relocated park site.

Sierra College Campus Master Plan EIR—Sierra Community College District, CA.

Project Manager. Randy managed the preparation of a combined program/project EIR for the campus master plan, which will guide the construction of facilities for a 20-year period. The campus adjoins a creek and oak woodlands, which will need to be protected, and abuts residential communities. The master plan covers the main 200-acre campus site and two nearby sites. The project-level analysis addresses several near-term construction projects, while the program-level analysis addresses the overall 20-year master plan.

South Placer County Schools IS/MND—Various School Districts, County of Placer, CA.

Project Manager. Randy managed the preparation IS/MNDs for the majority of the new schools and expansions to existing schools for several school districts for several years in rapidly-developing South Placer County, including the following districts: Rocklin Unified, Loomis Union, Eureka, Roseville City, Western Placer, and Roseville Joint Union High School.

Wal-Mart Regional Distribution Center EIR—City of Merced, CA.

Project Director/Project Manager. Randy led a team that prepared a full-scope EIR for a proposed regional distribution warehouse on a 230-acre site in Merced. The proposed facility would cover 1.2 million square feet, would employ 1,200 persons on a 24/7 basis, and would involve as many as 900 tractor trailer trips on a daily basis. Key environmental topics were land use compatibility, biological resources, surface hydrology and water quality, traffic, noise, and air quality.

County Government Center EIR—County of Solano, CA.

Project Manager. Randy managed the preparation of the EIR for the new government center complex in downtown Fairfield, a multi-phased project that would centralize many Solano County departments currently located at several sites. The project involved demolition of several buildings in downtown Fairfield and construction of a six-story, 300,000-square-foot office building, and a five-story parking structure. Because of the project site’s location near the central business district, other County facilities, a school and residences, key issues included construction and long-term impacts such as noise, traffic, and visual concerns.

Sierra Nevada Hospital Expansion EIR—City of Grass Valley, CA.

Project Manager. Randy managed the preparation of the EIR for a major expansion to western Nevada County’s primary hospital. The hospital expansion involves construction of nearly 228,000 square feet of floor space in four phases of construction on a 25-acre site surrounded on three sides by a residential neighborhood. Key issues included visual impact on, and noise impact of the adjacent State Highway 20/49, circulation and parking, noise, cultural resources, surface hydrology, and public services.

Twelve Bridges Community College Campus EIR—Sierra Community College, City of Lincoln, CA.

Project Manager. Randy managed the preparation of the EIR required for site acquisition, construction, and operation of a new community college campus in the rapidly developing Twelve Bridges area of the city of Lincoln in Placer County. The proposed 63-acre technology-based campus will be developed and will operate in conjunction with a high school and city library.

Contract Planning and Project Management

Contract Planning Services—County of Siskiyou, CA.

Interim Deputy Director of Planning. While employed by ICF, Randy served as Interim Deputy Director of Planning and Assistant LAFCo Executive Officer on a part-time basis for a period of three months. His duties including preparing and reviewing planning department staff reports and environmental documents, QA/QC, attendance at Planning Commission and Board of Supervisor meetings, and oversight of the Planning Department staff and activities.

Master Development Plan and Specific Plan Peer Review—City of Stockton, CA.

Project Director/Project Manager. Under contract to the City of Stockton Community Development Department, Randy directed a team that evaluated five specific plans for large, mixed-use developments covering several thousand acres in various new growth areas of the city. He led the team in this review process, which included assessing the completeness and adequacy of the draft plans, commenting on land planning concepts in each of the plans, and providing guidance in the EIRs prepared for each draft plan.

Contract Planning Services—City of Wheatland, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a three-year period, providing all planning and environmental review functions. In addition to processing several development applications and providing routine administration of planning-related policies and ordinances, Randy was responsible for formulation of the work program and selection of a consultant team for a comprehensive general plan update.

Contract Planning Services—City of Colfax, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a two-year period, performing all planning and environmental review functions.

Contract Planning and Environmental Services—City of Davis, CA.

Planning and Environmental Consultant. Randy was retained by the Community Development Department on two occasions for extended periods of time to serve as an extension of department staff. Tasks included formulation of a development phasing strategy, transportation systems management (TSM) concept, and multifamily design guidelines. In addition, he reviewed and processed several development applications and served as the City's project manager and peer review consultant for the preparation of three environmental impact reports.

Chico Urban Area Nitrate Compliance Plan—County of Butte, CA.

Planning /Environmental Consultant. Randy served as contract environmental coordinator for environmental review of this complex project that proposed to decommission individual septic leachfield systems serving nearly 8,000 dwellings within the City of Chico and unincorporated Butte County, and connect those dwellings to a sanitary sewer system. Randy also managed the preparation of a full-scope EIR prepared by another consultant.

Contract Planning Services—County of Butte, CA.

Project Manager. Randy managed staff that served as an extension of Butte County Department of Development Services for several months to process a variety of development applications for projects throughout the county, including minor subdivisions, variances, and conditional use permits.

Contract Planning Services—County of San Joaquin, CA.

Project Manager. As an extension of San Joaquin County Community Development Department staff, Randy supervised the work of staff in the analysis of several development applications in various urbanized and rural areas of the county. His work included preparation of staff reports and completion of environmental documentation.

Contract Planning Services—Town of Loomis, CA.

Planning Consultant. Randy served as an extension of the Town of Loomis staff in the processing and coordination of development applications for a 44,000-square-foot historic renovation project proposed in the Downtown Core. The project proposed a variety of retail commercial, food service, and entertainment uses.

Contract Planning Services—County of El Dorado, CA.

Planning Consultant. Randy served as an extension of El Dorado County staff in the analysis of several development applications throughout El Dorado County over a period of several months.

DAVID M. BUEHLER, PE

Project Director, Noise and Vibration Specialist

David Buehler is a board-certified member of the Institute of Noise Control Engineering and has over 30 years of experience working as a consultant in acoustics and vibration. He conducts analysis of noise and vibration associated with transportation, construction, industrial, energy, commercial, recreation, and other projects. His expertise includes field investigations, impact and mitigation assessment, policy development, training, and project management. David has prepared numerous noise studies in the context of California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation. He has served as an expert witness for Caltrans on several lawsuits involving highway traffic noise. In 2005, he was part of a team that received the Federal Highway Administration (FHWA) Environmental Excellence Award for Exemplary Achievement in Ecosystems, Habitat, and Wildlife.

Key Skills

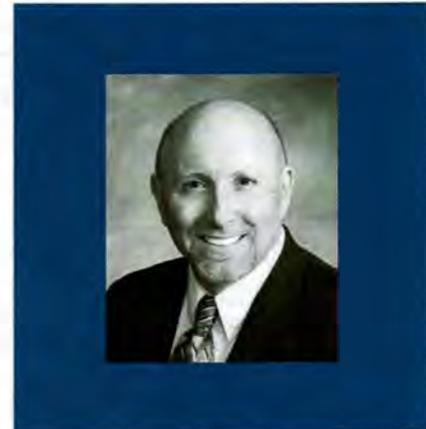
Noise Field Investigations. David is well-versed in the use of sound level meters and related field equipment used to conduct field studies to characterize ambient noise conditions and equipment operational noise levels. He has experience conducting field noise studies in compliance with FHWA and Caltrans requirements for highway noise study reports. He developed and implemented a field noise study training program for Caltrans that including training Caltrans staff throughout California in field noise measurement methods.

Noise Impact and Mitigation Assessment. David has used the Federal Highway Administration Traffic Noise Model (TNM) as required under federal noise regulations to conduct traffic noise impact and abatement studies for federally funded highway projects. He also well versed in the use of the noise analysis software program SoundPlan to evaluate complex point and line source noise analysis situations. David uses the FHWA Roadway Noise Construction Model to evaluate construction noise impacts from highway and other construction projects.

Project Experience

Facebook Constitution Campus Expansion—City of Menlo Park, CA.

David provided technical oversight for the noise study that was conducted for the CEQA document prepared for the project. His work included conducted a field study to characterized existing noise conditions, traffic noise modeling, impact assessment, identification of mitigation, and preparation of the CEQA document noise chapter.



Years of Experience

- Professional start date: 10/1981
- ICF start date: 06/1990

Education

- BS, Civil Engineering, California State University, Sacramento, 1980

Professional Memberships

- Board Certified Member, Institute of Noise Control Engineering

Licenses and Certifications

- Caltrans Headquarters Legal Division Expert Witness, California (Issued: 11/2007, Expires: N/A)
- Oregon Registered Professional Acoustical Engineer License No.16834 (Issued: 9/1993, Expires: 12/2017)
- California Registered Professional Civil Engineer License No. C37936 (Issued: 9/1983, Expires: N/A)

Francisco Giants Mission Rock Seawall Lot 337 Pier 48 EIR—Seawall Lot 37 Associates LLC, San Francisco, CA.

David provided peer review and technical oversight for the noise assessment for this complex project to develop commercial and residential uses in San Francisco near Giants Stadium. The technical work included conducting a detailed field study, traffic noise modeling, and preparation of a stand-alone technical report and CEQA noise chapter.

SR-9/SR-1 Intersection Improvement Project—City of Santa Cruz, CA.

David provided peer review and technical oversight for a Caltrans Noise Study Technical Memorandum which evaluated noise impacts associated with implementation of improvements at the intersection of State Route 9 and State Route 1 in Santa Cruz California. He prepared the CEQA Initial Study for the project.

Murray Street Bridge Hydroacoustic Study—City of Santa Cruz, CA.

David conducted the hydroacoustic impact assessment associated with pile driving for the planned improvements to the Murray Street Bridge. He evaluated potential underwater noise levels associated pile driving to assess potential effects on fish and marine mammals. He additionally participated in meetings with City staff, project engineers, and resource agency staff to discuss potential impacts and to identify mitigation measures.

Statewide On-Call Noise and Earthborne Vibration Analyses and Abatement Studies (Contracts 43A0008, 43A0049, 43A0139, 43A0228, 43A0306)—Caltrans, Statewide CA.

Contract Manager and Primary Technical Expert. David served as contract manager and primary technical expert for five consecutive statewide on-call contracts, including more than 100 task orders relating to project-level noise studies, special noise and vibration investigations, training development and deployment, and noise policy development. He prepared noise study reports for several Caltrans-sponsored highway construction and reconstruction projects. David played a key role in the 2006 and 2011 revisions to the Caltrans Traffic Noise Analysis Protocol, and developed and deployed a detailed highway noise training program covering noise fundamentals, regulations and policy, noise field studies, traffic noise modeling, and noise study report preparation. Additionally, he developed a guidance manual addressing transportation- and construction-induced vibration, and played a key role in the development of injury thresholds for fish from pile driving and developed a detailed guidance manual on the topic. David provided on-call general assistance to Caltrans headquarters and district staff regarding all aspects of highway-related noise

Table 1. Cost Estimate for Oroville Hospital Expansion

Task	Consulting Staff																Subcontractor			Production Staff			Labor Total	Direct Expenses	Total Price
	Employee Name	Zelf S	Chafin R	Zamora C	Stock J	Deyo N	Haire J	Havelaar C	Rivasgata R	Buehler D	Scott E	Yoon L	Trageser D	Sukola K	Mesaick T	Angier A	Fehr & Peers	Wolf B							
	Project Role	Project Director	Project Planner	Project Manager	Visual Specialist	Visual Specialist	Biologist	Cultural Specialist	Land Use Specialist	Noise Specialist	Noise Specialist	Air Quality Specialist	Air Quality Specialist	Hydrology Specialist	Graphics Specialist	GIS Specialist	Traffic Peer Reviewer	Editor	Pub Spec	Admin Tech					
Labor Classification	Proj Dir	Mng Consult	Sr Consult I	Sr Consult II	Assoc Consult III	Sr Consult II	Sr Consult III	Intern	Proj Dir	Assoc Consult II	Sr Consult II	Asst Consult	Assoc Consult II	Assoc Consult III	Assoc Consult II	Subtotal	Subtotal	Subtotal	Subtotal						
Task 1. Application Processing																	\$3,825				\$0	\$3,825			
Task 2. Prepare Administrative Draft IS																	\$0				\$0	\$0			
Task 2.1. Peer Review of Technical Studies																	\$0				\$0	\$0			
Traffic Impact Analysis Peer Review																	\$0	\$8,000	\$8,000		\$0	\$8,000			
Greenhouse Gas Emissions Peer Review																	\$2,782				\$0	\$2,782			
Task 2.2 Prepare Administrative Draft IS Document																	\$26,096				\$0	\$26,096			
Aesthetics																	\$0				\$0	\$0			
Cultural Resources																	\$0				\$0	\$0			
Task 3. Revise Admin Draft IS and Prepare Screencheck Draft IS/MND																	\$2,961				\$0	\$2,961			
Task 4. Prepare and Circulate the Public Draft IS/MND																	\$713				\$0	\$713			
Task 5. Review Comments on IS/MND and Revise as necessary																	\$976				\$0	\$976			
Task 6. Prepare MMRP																	\$713				\$0	\$713			
Task 7. Attend Public Hearings																	\$1,440				\$0	\$1,440			
Total hours																									
ICF E&P 2017 Billing Rates																									
Subtotals																	\$39,506	\$8,000	\$8,000	\$6,076	\$2,375	\$420	\$9,346	\$56,852	
Direct Expenses																									
523.05 Travel, Auto, Incid, Mileage at current IRS rate (.54/mile)																								\$108	
523.08 Per Diem at \$175/day																								\$175	
Mark up on all non-labor costs and subcontractors																								\$828	
Direct expense subtotal																								\$1,111	
Total price																								\$57,963	



January 12, 2017

Nicholas L. Congdon
Project Manager
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Subject: Response to Oroville Health Hospital Expansion Project CEQA City Planner RFP

Dear Mr. Congdon,

Thank you for asking ICF Jones & Stokes, Inc. (an ICF company, hereafter "ICF") to submit a proposal to perform planning and environmental work for this important project. We understand that you will be submitting proposals to the City of Oroville for their consideration.

ICF is pleased to propose to assist the City of Oroville in processing the application and preparing the Initial Study/Mitigated Negative Declaration for the Oroville Hospital Expansion project. ICF has the best qualifications and staff resources to complete the analysis efficiently and quickly, with the highest level of CEQA compliance. ICF's deep bench of planners, environmental specialists and technical experts provides flexibility in completing the environmental analysis. With the addition of Fehr and Peers to our team, our team will comprise all required technical specialties. Should unexpected issues arise, the necessary technical experts will be available in-house, without the need to contract with additional subcontractors. The enclosed cost proposal reflects the services requested in the scope of work provided to ICF on December 28, 2016. We understand that it is anticipated that the environmental document for the project will be Mitigated Negative Declaration. In addition to the staff work and environmental document preparation, as requested in the RFP, our scope of work includes substantial technical effort in specific areas to ensure that the findings for a Mitigated Negative Declaration can be supported. This approach is based on our current understanding of the project and City's approach.

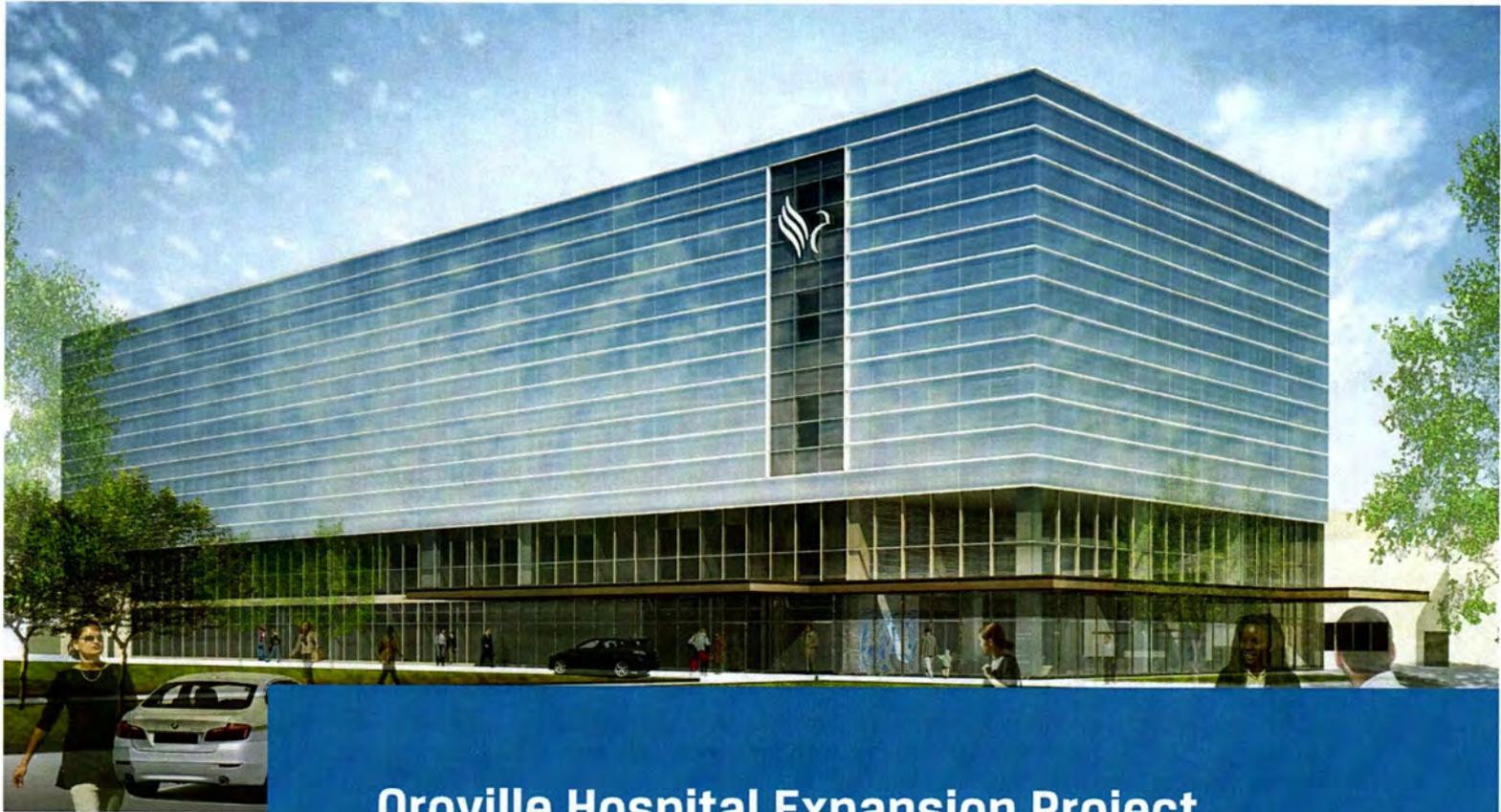
The ICF team is available and ready to start work upon authorization. This proposal is valid for a period of 120 days, at which time ICF reserves the right to revise the contents or extend the validity date, if needed.

ICF looks forward to negotiating mutually acceptable terms and conditions. We look forward to discussing our approach and proposal with you and the City. Please contact Sally Zeff at sally.zeff@icf.com or 916.737.3000.

Sincerely,

A handwritten signature in black ink that reads "Trina L. Prince". The signature is written in a cursive, flowing style.

Trina L. Prince
Contracts Administrator



Oroville Hospital Expansion Project

Submitted to:
Landmark Healthcare Facilities, LLC
839 North Jefferson Street, Suite 600
Milwaukee, WI 53202

Submitted by:
ICF, Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, CA 95814

January 12, 2017



This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

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INTRODUCTION



ICF Jones & Stokes, Inc. (an ICF company hereafter referred to as ICF) is a global consulting and technology services provider with more than 5,000 professionals focused on making big things possible for our clients. We are business analysts, policy specialists, technologists, researchers, digital strategists, social scientists and creatives. Since 1969, government and commercial clients have worked with ICF to overcome their toughest challenges on issues that matter profoundly to their success. Engage with us at icf.com.

Our team includes experts in planning and environmental documentation. This project would be staffed by ICF's Sacramento office which has in-house specialists in land use, air quality, noise, cultural resources, biology, water quality, and mapping.

The ICF Team

Our approach for this effort will focus on efficient project application processing and CEQA document preparation. ICF staff proposed for this project have substantial experience both as city planners and as environmental and planning consultants, and, in combination with ICF's full range of in-house expertise, will ensure that the planning and environmental analysis for the project will be completed quickly and in full compliance with the requirements of CEQA. We have recent experience preparing Initial Study/Mitigated Negative Declaration documents for a wide range of projects in a short time frame and for a reasonable cost. Our organizational chart outlining our proposed staff follows, followed by resumes of each key team member at the end of this proposal.

Our proposed team will be led by Sally Zeff, AICP, and Cherry Zamora, experienced planners and environmental consultants. Randy Chafin, AICP, will provide planning services. They will be supported by technical experts in our Sacramento office, and Fehr and Peers, a frequent teaming partner and top traffic consulting firm with strong CEQA experience.

Organizational Chart



Key Staff Resumes

Please find the resumes of the Key Staff members in the Appendix.

Project Experience

The following summarizes selected relevant project experience. ICF has prepared thousands of CEQA documents for a wide variety of projects, ranging from Exemptions to large EIS/EIRs.

Client Name & Title	City of Menlo Park – Facebook Campus Expansion Project Environmental Impact Report
Address	701 Laurel Street, Menlo Park CA 94025
Project Overview	Hibiscus Properties, LLC, an affiliate of Facebook, Inc., is proposing to redevelop an existing approximately 58-acre industrial site, known as the TE Connectivity Campus, by demolishing existing onsite buildings and landscaping and constructing two new office buildings and a hotel. The project expands the existing Facebook Campus. The two proposed office buildings (Buildings 21 and 220 would encompass approximately 962,400 gross square feet (gsf). The hotel would be a 200-room limited-service hotel with approximately 174,800 gsf. Development of the office buildings and hotel would result in a net increase of approximately 121,300 gsf at the project site.

Client Name & Title	City of Oroville – General Plan and General Plan Environmental Impact Report
Address	1735 Montgomery Street, Oroville, CA 95965
Project Overview	As a subconsultant to DCE Planning, ICF prepared a complete set of background working papers to document existing conditions related to Air Quality, Biological Resources, Cultural Resources, and Noise that were used to develop the related General Plan elements and EIR setting sections. The working papers addressed the topics covered by each of the General Plan mandatory and optional elements (existing and proposed) proposed to be updated. ICF also collaborate with DCE Planning in the review and preparation of General Plan policies relevant to these resource areas and prepare the resource-specific chapters of the General Plan Program EIR.

Client Name & Title	Los Angeles County Public Works Department - LAC+USC Medical Centers Environmental Documentation
Address	900 S. Fremont Avenue, Alhambra, CA 91803
Project Overview	The LAC+USC Medical Center (Center) is a world-class, Level-One trauma center and a hub in the County of Los Angeles healthcare system serving 10 million county residents. The Center, which dates back to 1878, occupies 76 acres northeast of downtown Los Angeles in a low-income and minority community and contains the landmark, iconic, and historic General Hospital building as well as a number of other historic buildings on the campus. The LAC+USC Medical Center Master Plan (Master Plan) will serve as a vision and guide for future development of up to 1.25 million square feet of new outpatient clinics, medical office, research and development space, and other ancillary facilities plus 450 new hospital beds, parking structures, and community open space over the next 25 years. ICF was responsible for preparing the CEQA Program EIR for the Master Plan under the direction of staff from the County of Los Angeles Department of Public Works (LACDPW), a long-term key client for ICF.

PROJECT UNDERSTANDING

Project Objectives

ICF understands that the Oroville Hospital Expansion project proposes a new medical center wing and associated parking facilities to expand and modernize services to the City and surrounding region. ICF understands that this is an important and highly visible project for the City and the applicant, and that the City needs the application and environmental review process to be completed in a timely fashion, and fully compliant with CEQA. ICF's highly qualified team is available to complete this work and ready to start upon authorization.

Our schedule consists of a 6-month timespan from start to finish. As a leader in CEQA compliance and environmental document preparation, ICF is highly qualified and eager to provide these services.

The proposed project consists of a new medical center wing and associated parking facilities and site improvements. Additional parcels totaling 2.8 acres in area will be added to the existing 13-acre site. The project will require the following discretionary actions:

- ▶ **General Plan Amendment/Rezone** – The General Plan land use designation of one parcel is proposed to change from Mixed Use (MU) to Public (PU) and is proposed to be rezoned from Corridor Mixed Use (MXC) to Public/Quasi Public (PQ).
- ▶ **Variance** – The proposed medical center wing is 85 feet in height; whereas, the zoning ordinance allows a maximum height of 50 feet.
- ▶ **Use Permit** – The proposed project requires a use permit, which will include conditions of approval.
- ▶ **Other Required Approvals** – Lot Line Adjustment/Parcel Merger, Demolition Permit, and Art Installation Permit, all of which are administrative actions under the authority of the Community Development Director.

Scope of Work

ICF will provide staff services to the City consisting of application review and processing, and preparation of the environmental document. ICF will work as an extension of City staff in these efforts.

Task 1. Application Processing

ICF will function as an extension of City of Oroville Planning Division, Community Development Department personnel in the review and processing of the applications required for the Hospital expansion Project, as summarized below. These tasks include the following:

- ▶ Reviewing the submitted application materials for completeness;
- ▶ Analysis of the application materials for consistency with City policies and ordinances, particularly the General Plan and Zoning Ordinance;
- ▶ Preparation of staff reports and draft resolutions;
- ▶ Presentation of staff reports at meetings of the Planning Commission and City Council. ICF will prepare the staff report for the Planning Commission and the City Council for City staff review and use. One draft of each report will be prepared and submitted to the City in Word format.

ICF personnel will review the applications and prepare a staff report providing recommendations for action by the Planning Commission as well as two draft resolutions for Planning Commission consideration. Since at this time, it is assumed that an Initial Study/Mitigated Negative Declaration will be the appropriate CEQA documentation, one resolution will provide for Planning Commission adoption of the IS/MND and Mitigation Monitoring Program, and the other resolution will provide for adoption of the Use Permit and Variance (with required findings). Both Planning Commission resolutions will include the findings necessary to support the Planning Commission actions and recommendations. Because City Council action is required to amend the General Plan and Zoning ordinance, the second Planning Commission resolution will provide a recommendation to City Council relative to the proposed GPA and rezone. ICF senior staff will make presentations to the Planning Commission at noticed hearings.

Following action by the Planning Commission, ICF will also prepare a staff report, resolution, and ordinance for City Council action on the GPA and rezone. As noted in Task 7, ICF senior staff will make presentations to the City Council at noticed hearings.

Task 2. Preparation of the Administrative Draft Initial Study

Task 2.1. Peer Review of Technical Studies

As a part of the environmental analysis, ICF in-house qualified experts will peer review studies provided by the applicant, perform required additional studies, and prepare the CEQA document for the project. During the preparation of the document, ICF will carefully assess whether there are any impacts that cannot be reduced to a less than significant by feasible mitigation measures, and if any are identified, notify the City as soon as possible that an EIR may be required. This scope of work is based on the assumption that an EIR will not be required.

ICF staff are experienced at developing mitigation measures for a wide variety of projects to ensure that the project impacts can be reduced to a less than significant level.

- ▶ Traffic Study: ICF's subconsultant, Fehr & Peers, would peer review the traffic study provided by the project applicant.
- ▶ Climate Change Peer Review

ICF will prepare a peer review of the GHG technical study prepared by the project applicant's sub consultant. The peer review will evaluate the approach and methodology used to characterize emissions, thresholds used to determine project significance (e.g., consistency with the City of Oroville's CAP, consistency with the SANDAG and Newhall Ranch California Supreme Court decisions, etc.), and mitigation identified to reduce the severity of any identified impacts. As part of the peer review, we will prepare a memorandum detailing the results of our peer review and present recommendations to City of Oroville staff regarding the veracity of the technical and environmental GHG analysis and whether it is adequate to support the IS/MND analysis. This scope of work assumes two rounds of review: an initial review of the GHG technical study and with comments provided in a memorandum and a subsequent review of the GHG technical study to determine whether initial comments provided are adequately addressed with additional comments provided in a memorandum. Note this scope of work assumes that ICF will not prepare any updates to the GHG technical study. In the event the project applicant and/or City requests that ICF update the GHG technical study, an amendment to this scope and budget would be necessary to identify the level of effort required to update the GHG technical study. Upon determination the GHG technical study is adequate to support the IS/MND analysis, ICF will prepare the IS/MND GHG section based on the final GHG study.

Task 2.2. Preparation of the Administrative Draft Initial Study Document

ICF will prepare an administrative draft of the Draft IS for review by the City. This document will include all required issue areas:

- ▶ Aesthetics,
- ▶ Agricultural and Forestry Resources,
- ▶ Air Quality,
- ▶ Biological Resources,
- ▶ Cultural Resources,
- ▶ Geology and Soils,
- ▶ Greenhouse Gas Emissions,
- ▶ Hazards and Hazardous Materials,
- ▶ Hydrology and Water Quality,
- ▶ Land Use and Planning,
- ▶ Mineral Resources,
- ▶ Noise,
- ▶ Population and Housing,
- ▶ Public Services,
- ▶ Recreation,
- ▶ Transportation/Traffic,
- ▶ Tribal Cultural Resources,
- ▶ Utilities and Service Systems, and
- ▶ Mandatory Findings of Significance.

Detailed technical analysis is anticipated to be required for the specific issue areas described below:

Aesthetics – The aesthetic resources assessment will follow standards of professional practice for aesthetic analysis to ensure environmental compliance. We will broadly describe the physical setting of the program area in terms of the aesthetic character and quality of viewsheds, using a desktop review of online aerial imagery and mapping, noting any protected aesthetic resources in the City. We will also broadly describe the viewer groups, as well as their relative sensitivity to changes in views. Analysis of light and glare and the project's consistency with the City's design guidelines and design review requirements will be included. The preparation of photo simulations are not included.

Cultural Resources – The potential for impacts to cultural resources will be considered. Potential impacts will be discussed for built environment resources, archaeological and paleontological resources, and for human remains. Impacts will be analyzed and mitigation measures will be developed if needed. ICF will request a Sacred Lands File search and list of Native American contacts from the Native American Heritage Commission (NAHC) and provide the County with Assembly Bill (AB) 52 tribal consultation for the IS. The results of the NAHC request, described above, will aid the City in identifying any tribes to be consulted under AB 52. This scope includes assistance to the City with AB 52 consultation. However, since AB 52 consultation is a new and

evolving process, assistance is limited to the scoped hours; if additional assistance is required, an amended cost will be required.

Air Quality and Greenhouse Gases – ICF will prepare the air quality technical analysis and IS/MND section for the Oroville Hospital Expansion Camino Hospital project consistent with all applicable procedures and requirements of the Butte County Air Quality Management District (BCAQMD). In addition, ICF will prepare a peer review of the applicant-prepared greenhouse gas (GHG) study and prepare the IS/MND GHG section based on the final GHG study.

The air quality analysis will focus on the criteria pollutants of greatest concern in the Sacramento Valley Air Basin (SVAB) that will be generated by construction and operation of the proposed project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NOX]), carbon monoxide (CO), and inhalable particulate matter (PM10 and PM2.5). ICF air quality specialists will prepare an air quality analysis describing existing air quality conditions, the project's air quality impacts, and mitigation measures, including those recommended and required by the BCAQMD.

In the project setting section, ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to this project. We will summarize meteorological and climatological data for the project study area, as well as localized conditions in the vicinity of the proposed project using data collected by the BCAQMD and the California Air Resources Board (ARB). The pollutants of concern in the proposed project area and their known health effects will also be described. The existing state and federal ambient air quality standards; the region's attainment status with regard to those standards; and a discussion of applicable air quality goals, policies, and attainment plans of state and local agencies, including the region's most recent air quality plans, will be summarized. We will also describe the general locations of existing sensitive receptors in the project vicinity.

The project impacts section will identify significant impacts using the BCQMD's adopted thresholds of significance, CEQA Air Quality Handbook: Guidelines for Assessing Air Quality and Greenhouse Gas Impacts for Projects Subject to CEQA Review. ICF will describe the air quality thresholds used to identify significant impacts based on the BCAQMD's guidance document, as well as the methodology used to estimate project-related emission impacts. The impacts section will specifically focus on the following analyses.

ICF will quantify demolition and construction emissions and evaluate resulting potential impacts associated with the proposed project. Project demolition and construction activities would involve the use of off-road construction equipment and on-road trucks. Because these sources would primarily use diesel fuel, they would generate emissions of diesel exhaust in the form of ROG, CO, NOX, SOX, PM10 and PM2.5. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as demolition, site clearing, or grading would generate fugitive dust emissions in the form of PM10 and PM2.5. Worker commute trips would generate vehicle exhaust and road dust emissions. Emissions will be quantified using the CalEEMod emissions model and construction data (i.e., anticipated construction schedule and equipment) provided by the project applicant.

In the event that project-specific construction and demolition activity information is not available, we will use CalEEMod model default settings (including equipment horsepower and load factor) for construction activities, based on the number of designated land uses) to identify the type and number of equipment that would be operating on a typical 8-hour workday during the construction activities. The analysis of construction impacts will also address construction-related mitigation measures required by the BCAQMD. Daily construction emissions will be quantified for comparison to local emission thresholds identified by the BCAQMD. Based on the age of the existing land uses on the project site, it is assumed that the building is likely to contain asbestos used for insulation

purposes and that asbestos may be uncovered and disturbed during demolition. The potential for asbestos exposure during demolition will be assessed in the air quality chapter. Potential mitigation for reducing exposure to asbestos will include the development and implementation of an asbestos compliance plan, consistent with ARB and federal regulations.

ICF will use traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod emissions models to quantify operational emissions of ROG, NOX, CO, PM10, and PM2.5 from project-related motor vehicle emissions associated with the proposed project. Operational emissions associated with area sources (i.e., landscaping, residential heating, and consumer products) will also be estimated with the CalEEMod model. Estimated daily operational emissions will be quantified for comparison to applicable BCAQMD emission thresholds.

ICF will perform a qualitative health risk assessment (HRA) associated with project construction and operations and we will consult with BCAQMD planning staff to verify this approach. In the event consultation with BCAQMD staff indicates a quantitative HRA may be required, an amendment to this scope and budget would be required to identify the level of effort that would be required to prepare the quantitative HRA.

Noise and Vibration – ICF will prepare a noise and vibration impact analysis that employs standard noise and vibration modeling techniques consistent with the requirements of the City of Oroville General Plan Noise Element and noise section of the City's municipal code.

Key noise issues to be addressed will include:

- ▶ Exposure of existing noise-sensitive land uses to noise associated with demolition and construction activity,
- ▶ Exposure of existing noise-sensitive land uses to noise associated with project-related changes in traffic patterns and operational noise, and exposure of proposed noise-sensitive land uses to noise.

In the setting section existing sources of noise in the project area will be identified along with existing noise sensitive land uses in the project area. Existing noise conditions in the project area will be described based on information in the City of Oroville General Plan Noise Element and noise monitoring in and around the project site. ICF will collect short-term (10 to 15 minute) daytime noise levels at selected locations in and around the project site. Long-term monitoring (24-hour) will be conducted at one location near the residential area located west of the project site. Existing traffic noise conditions will be modeled using the FHWA Traffic Noise Model (TNM) and traffic data to be provided by the project traffic consultant. Up to 10 roadway segments will be evaluated. City of Oroville noise standards in the City of Oroville General Plan Noise Element and City municipal code will be summarized.

In the impact section, CEQA significance thresholds will be defined based on City of Oroville noise standards and other applicable noise standards as appropriate. Demolition and construction noise and vibration will be evaluated using construction noise and vibration modeling methods recommended by the U.S. Department of Transportation and construction equipment data to be provide by the project applicant. Traffic noise will be evaluated along up to 10 roadways segments under the following conditions using TNM and traffic data to be provided by the project traffic consultant:

- ▶ Existing plus project
- ▶ Buildout (cumulative) no project
- ▶ Buildout (cumulative) plus project

Traffic noise will be evaluated in terms of how project-related traffic noise increases may affect existing noise sensitive land uses and how proposed noise sensitive land uses may be affected by noise from traffic on existing or planned or roadways. The potential exposure of existing noise sensitive use to operational noise (i.e. parking lot activity, mechanical systems) will be evaluated along with potential noise impacts associated with new noise-sensitive uses on the project site.

The significance of noise impacts will be assessed based predicted noise exposures and the defined CEQA significance thresholds. Where significant noise impacts are identified, mitigation to reduce impacts to a less than significant level (where feasible and reasonable) will be identified. Noise mitigation will be described at a level of detail appropriate for environmental review and not at a design level of detail.

Land Use and Planning – The land use section will describe the consistency of the proposed extension with the City's General Plan and potential land use compatibility issues will be identified and discussed. This will include discussion of a general plan amendment and rezoning of parcel 013-260-063 from a Mixed Use (MU) land use designation to Public (PU) and a Corridor Mixed Use (MXC) to Quasi-Public (PQ) zoning classification. It will also include the need for a variance by the City to address the height of the new building.

Traffic and Transportation – Fehr & Peers, as a subconsultant to ICF, would provide peer review of the traffic study provided by the project applicant.

Task 3. Prepare Screencheck Draft IS/MND

Following review by the City, and assuming that it is possible to reduce all significant impacts to a less than significant level, ICF will revised the document in response to City comments, and prepare the Screencheck IS and a draft Mitigated Negative Declaration (MND) for review and approval by the City. It is anticipated that there may be the need for a one-hour phone conference with the City to discuss the City's comments on the Administrative Draft IS/MND.

Deliverables

- ▶ 1 hard copy and 1 electronic copy (Microsoft Word) of Screencheck IS/MND to City

Task 4. Prepare and Circulate the Public Draft IS/MND

Following review and approval by the City of the Screencheck, ICF will prepare the Final IS and a Mitigated Negative Declaration (MND) for circulation to agencies and filing with the State Clearinghouse. ICF will prepare hard and electronic copies and deliver them to the County for distribution. ICF will deliver 15 hard copies of the IS/MND and one electronic copy on CD to the State Clearinghouse on behalf of the County.

Deliverables

- ▶ 15 hard copies of Subsequent IS/MND and one electronic copy on CD for Clearinghouse
- ▶ 20 hard copies of Subsequent IS/MND
- ▶ 1 web-ready pdf copy of IS/MND
- ▶ 1 electronic copy (Microsoft Word)

Task 5. Review Comments on IS/MND

During the 30-day review period for the IS/MND closes, ICF will review comments and, if necessary, revise the IS/MND to prepare the Final IS/MND, addressing agency comments. Though extensive comments are not expected, ICF will review and organize comments as they come in, creating a comment/response table. ICF will provide the completed table to the County in order to facilitate a thorough review of the comments and proposed responses prior to the production of the Final IS/MND if changes are necessary. After a phone conference to discuss the comments and responses, ICF will proceed with production of the Final IS and provide the County with a draft document for review. Comments will be incorporated into the Final IS. For the purposes of estimating costs, ICF assumes that no more than 10 comment letters will be received. Should more comments be received, additional effort would be necessary.

Deliverables

- ▶ Comment/response table in electronic format
- ▶ 1 electronic copy (Microsoft Word) of Draft Final Subsequent IS/MND
- ▶ 1 web-ready electronic version (pdf) of Final IS/MND
- ▶ 1 electronic copy (Microsoft Word) of Final IS/MND

Task 6. Prepare Mitigation Monitoring and Reporting Program

ICF will prepare a Mitigation Monitoring and Reporting Program based on the Mitigated Negative Declaration. The MMRP will list mitigation measures and indicate when they will occur, who will implement them, and who will be responsible for ensuring their implementation. The MMRP will be in table format. A draft will be provided to the City for review and a final version will be submitted to the City for inclusion in the hearing materials.

Deliverables

- ▶ 1 electronic copy (Microsoft Word or pdf) of draft MMRP
- ▶ 1 hard copy and 1 electronic copy (Microsoft Word and/or pdf) of MMRP

Task 7. Attend Public Hearings

ICF will attend up to two hearings, expected to be a Planning Commission and City Council hearing. ICF will attend additional hearings on a time and materials basis, not included in the cost estimate.

Deliverables

- ▶ Attendance at two public hearings.

Project Budget Estimate

Task	Cost
Task 1. Application Processing	\$3,825
Task 2. Prepare Administrative Draft IS	\$43,123
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND	\$4,075
Task 4. Prepare and Circulate the Public Draft IS/MND	\$1,631
Task 5. Review Comments on IS/MND and revise as necessary	\$1,754
Task 6. Prepare Mitigation Monitoring and Reporting Plan	\$1,004
Task 7. Attend Public Hearings	\$1,440
Direct Expenses	\$1,111
Total	\$57,963

ICF proposes to invoice costs monthly, on a time and materials basis.

Project Schedule

The proposed schedule follows and reflects the schedule for a CEQA Initial Study, with tasks beginning in February 2017 and concluding in July 2017.

Task	F	M	A	M	J	J
Task 1. Application Processing	■					
Task 2. Prepare Administrative Draft IS	■	■				
Task 3. Revise Administrative Draft IS and Prepare Screencheck Draft IS/MND			■			
Task 4. Prepare and Circulate the Public Draft IS/MND			■	■		
Task 5. Review Comments on IS/MND and revise as necessary					■	
Task 6. Prepare Mitigation Monitoring and Reporting Plan					■	
Task 7. Attend Public Hearings						■

APPENDIX

Please find resumes of the Key Staff members on the following pages.

SALLY ZEFF, AICP

Project Director

Sally Zeff has more than 30 years of experience in environmental consulting, management, permitting, mining consulting, and planning consulting; she also has extensive experience serving as a public agency planner. She has strong qualifications in general plans, land use, energy, traffic, housing, agriculture and farmland conservation, mining, and related environmental analyses. Sally is also experienced in preparing documentation for CEQA and NEPA compliance and permitting, related to mixed-use land development, transportation, renewable, fossil, and nuclear energy, agricultural processing and mining. Her urban, regional, and rural planning experience includes general plan work, site analysis, feasibility studies, and mine inspection programs.

Sally has designed and implemented public involvement programs for projects ranging from general plans to environmental impact reports. She has also developed and implemented a variety of visioning exercises, including specific development project alternatives and general plans. Sally's experience includes presentations at public hearings, meetings, and forums; stakeholder and workgroup meetings; and workshops, and she has demonstrated skills in the preparation of public information handouts and displays.

Her experience as a public agency planner and city planning director give her specialized insight into handling questions and presentations of opinions by a variety of stakeholders, including project proponents, affected landowners, community activists, and concerned citizens.

Years of Experience

- Professional start date: 1981
- ICF start date: 10/2002

Education

- MUP, Urban Planning, University of Michigan, 1981
- BA, Medieval Studies, Reed College, 1980

Professional Memberships

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

Certifications

- Certified Planner, American Institute of Certified Planners (AICP), No. 6100
-

Project Experience

Butte Regional Conservation Plan (BRCP) EIS/EIR—Butte Council of Governments (BCAG), Butte County, CA.

Project Manager. ICF prepared a joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that evaluated the impacts associated with issuing endangered species permits and implementing the joint Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP) for western Butte County, known as the Butte Regional Conservation Plan (BRCP). The BRCP is proposed by 11 agencies and the BRCP Plan Area encompasses 564,219 acres in western Butte County consisting of the western lowlands and foothills of Butte County. ICF worked closely with the USFWS and BCAG, the lead agencies for the joint document, in developing alternatives, establishing the baseline, analyzing impacts, and developing appropriate mitigation. The draft EIS/EIR public comment period has ended and preparation of the Final EIS/EIR is underway.

Redevelopment Plan Study and EIR—City of Williams/Rosenow Spevacek Group, Inc. (RSG), Williams, CA.

Project Director. ICF prepared the EIR supporting the City of Williams initiation of a redevelopment area and agency, and adoption of a redevelopment plan.

Sutter Gould Medical Offices Project—City of Stockton, CA.

Project Manager. Sally managed preparation of environmental studies for construction of medical offices and an ambulatory surgery center on a greenfields site in the City of Stockton. This project involved a general plan amendment, zone change, and use permit.

Mine Cleanup IS/ND and Public Involvement Program, Spenceville Wildlife Refuge—California Department of Fish and Wildlife, CA.

Project Manager. Sally served as project manager for preparation of environmental documents and project permits for cleanup of the Spenceville Mine, an historic abandoned copper mine owned by CDFW. Issues included toxic mine pit water cleanup and disposal, stream restoration, and historic and cultural resources.

Palermo to East Nicholas Transmission Line Project PEA—Pacific Gas & Electric Company (PG&E), East Nicolaus, CA.

Project Manager. Sally served as project manager, where she ensured coordination between permitting staff, technical staff, and environmental analysts. Advised PG&E on appropriate CEQA, NEPA, and permitting approaches. She assisted PG&E in working with the California Public Utilities Commission. Managed preparation of the PEA for the project, and coordinated with the CPUC and its consultants, ensuring smooth acceptance of the document by the agency.

River Park EIR—City of West Sacramento, CA.

Project Manager. Sally served as project manager for an EIR for a project consisting of over 2,400 mixed-density residential units, a 40-acre park, and community open space on approximately 446 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, wetlands, flooding, and potential effects of riverfront recreational uses.

Yarbrough EIR—City of West Sacramento, CA.

Project Director. Sally served as project director for an EIR for a project consisting of approximately 3,000 residential units and a golf course on 710 acres. Issues include cumulative development in the Southport area of West Sacramento, traffic, flooding, and wetlands.

Marysville Hotel Demolition EIS/EIR—City of Marysville, CA.

Project Manager. Sally managed preparation of a joint NEPA/CEQA environmental document (EIS/EIR) for a highly controversial project involving the potential demolition of the landmark Marysville Hotel. Issues included historic resources, parking and traffic circulation, and toxic materials, as well as significant public concern stemming from the structure's controversial recent history and its significance to the Downtown Historic District.

CHERRY ZAMORA

Project Manager

Cherry Zamora is a Project Manager with 12 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Ms. Zamora has extensive project experience with Caltrans capital improvement transportation projects and local assistance efforts.

Project Experience

Hazel Avenue / US 50 Interchange—Sacramento County, CA, 2016 – Present.

Project Manager. Cherry serves as project manager for this interchange reconfiguration. Cherry facilitated agency scoping, oversaw preparation of environmental technical studies, and coordinated acquisition of access agreements for survey work. Cherry provides on-going project tracking and data requests with the engineering team and County. She also monitors progress of technical studies and provides QA/QC to ensure studies are consistent with requirements of the Caltrans Standard Environmental Reference.

Avenue 66 Grade Separation—County of Riverside, Community of Mecca, CA, 2014 – 2016.

Associate Environmental Planner. Cherry served as the associate environmental planner during the Local Assistance process with Caltrans, where she oversaw the preparation of technical studies and was the primary author of the CEQA IS/MND. The project consists of a 1.7 mile-long new roadway with a new grade separated crossing over State Route 111 and connection to State Route 195.

State Route 99/Pelandale Avenue Interchange Reconstruction—City of Modesto, Stanislaus County, CA, 2008 – 2010.

Associate Environmental Planner. Cherry served as an associate environmental planner for this Capital Improvements project, where she coordinated technical study submittals and revisions with resource specialists and agency reviewers. Cherry was the primary author of the CEQA IS/MND and facilitated the public meeting.

I-215/Scott Road Interchange—County of Riverside, Menifee, Murrieta, CA, 2009 – 2014.

Associate Environmental Planner. Cherry served as an associate environmental planner and led the PA&ED process with Caltrans, where she coordinated technical study submittals and revisions with County and Caltrans reviewers. The project included completion of the original NEPA CE and CEQA IS/MND. With later additions to the project footprint, Cherry also managed the re-validation process and oversaw preparation of supplemental studies.



Years of Experience

- Professional start date: 05/2003
- ICF start date: 01/2016

Education

- MA, Geography, University of California, Davis, 2009
- BA with Departmental Honors, Geography, University of California, Berkeley, 2003

Certifications/Other

- Traffic Noise Model 2.5, Bowlby & Associates, 2015
- Comprehensive NEPA, SWCA Consultants, 2004

Pioneer Bluff Bridge/Mike McGowan Bridge—City of West Sacramento, CA, 2013 – 2014.

Primary Author. Cherry served as the primary author of the CEQA IS/MND and served as the air quality specialist for the NEPA document. This included internal coordination with design staff, traffic engineers, and environmental technical specialists. She provided air quality analysis support and coordinated with FHWA for air quality conformity approval of this new bridge over the Barge Canal.

South Riverside Avenue, East San Bernardino Avenue, and Willow Avenue Street Widenings—City of Rialto, San Bernardino County, CA, 2014 – 2015.

Associate Environmental Planner. Cherry served as the associate environmental planner for this street widening project, where she oversaw the Section 10 consultation process with USFWS for impacts to the endangered Delhi-sands flower loving fly, mitigation purchase, preparation of technical studies, and preparation of the CEQA IS/MND.

State Route 18/Apple Valley Road Intersection Reconfiguration—Town of Apple Valley, San Bernardino County, CA, 2010 – 2013.

Associate Environmental Planner. Cherry served as the associate environmental planner for this intersection reconfiguration, where she managed the preparation of environmental technical studies and worked with Caltrans Streamlined-Oversight to prepare, revise, circulate, and finalize the CEQA IS/MND with Caltrans as the lead agency. She also provided technical air quality support to ensure the project's inclusion in the Regional Transportation.

EA for the Thunder Bay National Marine Sanctuary Visitors Center, Alpena, Michigan. 2004 – 2006.

Primary Author. Cherry served as the primary author of the NEPA EA/FONSI.

Airport Surveillance Radar Model 11, Fort Wayne, Indiana, 2003 – 2005.

Lead Environmental Planner. Cherry led the environmental planning effort for this radar project at an off-airport site. Prepared the NEPA EA consistent with Federal Aviation Administration regulations. She coordinated preparation of cultural sub-consultant report and prepared agency scoping letters.

CEs for the Airport Surface Detection System, Model-X, Phoenix Sky Harbor International Airport, Phoenix, Arizona and Bradley International Airport, Bradley, Connecticut, 2003 – 2006.

Lead Environmental Planner. Cherry led the environmental planning effort for radar tower and equipment installation for these two projects. Prepared supporting documentation for the NEPA CEs consistent with Federal Aviation Administration regulations. She coordinated extensive cultural and biological consultation with concerned agencies.

Employment History

ICF. Project Manager. Sacramento, California. 01/2016 – Present.

Dokken Engineering. Associate Environmental Planner. Folsom, California. 06/2008 – 01/2016.

SRI International. Environmental Research Analyst. Menlo Park, California. 05/2

RANDY CHAFIN, AICP

Senior Manager

Randy Chafin has more than 35 years of diverse urban and environmental planning experience in both the public and private sectors. His expertise encompasses most aspects of the municipal planning process, including environmental impact analysis under CEQA and NEPA, formulation of policies and ordinances, land use planning, development analysis, and urban design. A skilled project director and manager, Randy works effectively at the intersection of urban planning and environmental planning. He has worked extensively with other disciplines involved in the development process, including engineers, architects, environmental specialists, attorneys, landscape architects, and developers, and is well versed in California planning and environmental law.

Following 12 years in the public sector, Randy operated his own consultancy for 12 years. Since that time, he has worked as a Principal/Project Director/Manager for consulting firms. Randy is highly skilled at creating environmentally sustainable solutions for complex development projects through both project design and mitigation strategies. He was principal author of several large, mixed-use specific plans and contributing author of several area plans, general plans, and individual general plan elements. Randy has served as principal author, project manager, and QA/QC specialist for numerous environmental impact analyses, including EIRs, IS/MNDs, EAs, and mitigation monitoring programs, for a wide range of project types. As a result of his broad experience, understanding of municipal planning processes, and knowledge of other disciplines, Randy has been retained as an extension of public agency staff and project manager for numerous complex, and sometimes controversial, projects. In this capacity, he has ensured that the work of all project team members is coordinated, that all required processes are followed, and that the requirements of all regulatory agencies are met.

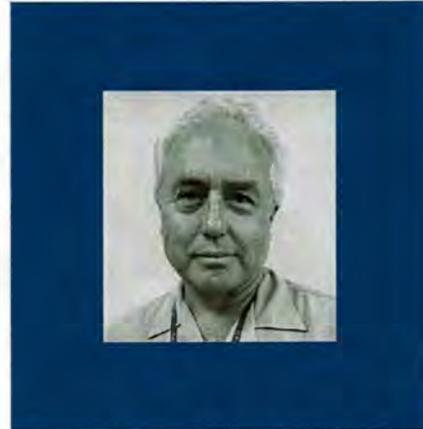
Project Experience

CEQA and NEPA Documents

University Millerton Campus and Amendment to Millerton Specific Plan EIR—California Health Sciences, Fresno County, CA.

Project Manager. Randy managed the preparation of the EIR for this proposed project on an approximately 483-acre area within the approved Millerton Specific Plan in unincorporated Fresno County, near Millerton Lake. The project components analyzed in the EIR include:

- ▶ General Plan Amendment



Years of Experience

- Professional start date: 1975
- ICF start date: 2016

Education

- B.S. Urban Planning, Cal Poly, Pomona, 1974

Professional Memberships

- Member, American Planning Association (APA)
- Member, American Institute of Certified Planners (AICP)
- Member, Association of Environmental Professionals (AEP), Superior California
- Member, Urban Land Institute (ULI) formerly Advisory Board Member, Sacramento District Council

Certifications/Other

- American Institute of Certified Planners (AICP)

Areas of Expertise

- CEQA/NEPA Documentation
- Environmental Constraints Analysis
- Sustainable Development and Mitigation Strategies
- Policy Planning

- ▶ Change in Zoning
- ▶ Amendment to the Millerton Specific Plan
- ▶ Conditional Use Permit to construct and operate 179 acres devoted to the California Health Sciences University

The post-graduate University Campus will include five medical colleges, with full ancillary and support facilities, and student housing. Campus buildout is anticipated to take 15 to 20 years. The project also includes amendments to the Millerton Specific Plan and rezoning for an "alternative" elementary school site, an "alternative" safety services site, a Medium Density Residential site, and a relocated park site.

Sierra College Campus Master Plan EIR—Sierra Community College District, CA.

Project Manager. Randy managed the preparation of a combined program/project EIR for the campus master plan, which will guide the construction of facilities for a 20-year period. The campus adjoins a creek and oak woodlands, which will need to be protected, and abuts residential communities. The master plan covers the main 200-acre campus site and two nearby sites. The project-level analysis addresses several near-term construction projects, while the program-level analysis addresses the overall 20-year master plan.

South Placer County Schools IS/MND—Various School Districts, County of Placer, CA.

Project Manager. Randy managed the preparation IS/MNDs for the majority of the new schools and expansions to existing schools for several school districts for several years in rapidly-developing South Placer County, including the following districts: Rocklin Unified, Loomis Union, Eureka, Roseville City, Western Placer, and Roseville Joint Union High School.

Wal-Mart Regional Distribution Center EIR—City of Merced, CA.

Project Director/Project Manager. Randy led a team that prepared a full-scope EIR for a proposed regional distribution warehouse on a 230-acre site in Merced. The proposed facility would cover 1.2 million square feet, would employ 1,200 persons on a 24/7 basis, and would involve as many as 900 tractor trailer trips on a daily basis. Key environmental topics were land use compatibility, biological resources, surface hydrology and water quality, traffic, noise, and air quality.

County Government Center EIR—County of Solano, CA.

Project Manager. Randy managed the preparation of the EIR for the new government center complex in downtown Fairfield, a multi-phased project that would centralize many Solano County departments currently located at several sites. The project involved demolition of several buildings in downtown Fairfield and construction of a six-story, 300,000-square-foot office building, and a five-story parking structure. Because of the project site's location near the central business district, other County facilities, a school and residences, key issues included construction and long-term impacts such as noise, traffic, and visual concerns.

Sierra Nevada Hospital Expansion EIR—City of Grass Valley, CA.

Project Manager. Randy managed the preparation of the EIR for a major expansion to western Nevada County's primary hospital. The hospital expansion involves construction of nearly 228,000 square feet of floor space in four phases of construction on a 25-acre site surrounded on three sides by a residential neighborhood. Key issues included visual impact on, and noise impact of the adjacent State Highway 20/49, circulation and parking, noise, cultural resources, surface hydrology, and public services.

Twelve Bridges Community College Campus EIR—Sierra Community College, City of Lincoln, CA.

Project Manager. Randy managed the preparation of the EIR required for site acquisition, construction, and operation of a new community college campus in the rapidly developing Twelve Bridges area of the city of Lincoln in Placer County. The proposed 63-acre technology-based campus will be developed and will operate in conjunction with a high school and city library.

Contract Planning and Project Management

Contract Planning Services—County of Siskiyou, CA.

Interim Deputy Director of Planning. While employed by ICF, Randy served as Interim Deputy Director of Planning and Assistant LAFCo Executive Officer on a part-time basis for a period of three months. His duties including preparing and reviewing planning department staff reports and environmental documents, QA/QC, attendance at Planning Commission and Board of Supervisor meetings, and oversight of the Planning Department staff and activities.

Master Development Plan and Specific Plan Peer Review—City of Stockton, CA.

Project Director/Project Manager. Under contract to the City of Stockton Community Development Department, Randy directed a team that evaluated five specific plans for large, mixed-use developments covering several thousand acres in various new growth areas of the city. He led the team in this review process, which included assessing the completeness and adequacy of the draft plans, commenting on land planning concepts in each of the plans, and providing guidance in the EIRs prepared for each draft plan.

Contract Planning Services—City of Wheatland, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a three-year period, providing all planning and environmental review functions. In addition to processing several development applications and providing routine administration of planning-related policies and ordinances, Randy was responsible for formulation of the work program and selection of a consultant team for a comprehensive general plan update.

Contract Planning Services—City of Colfax, CA.

Contract Planning Director. Randy served as Planning Director on a contract, part-time basis for a two-year period, performing all planning and environmental review functions.

Contract Planning and Environmental Services—City of Davis, CA.

Planning and Environmental Consultant. Randy was retained by the Community Development Department on two occasions for extended periods of time to serve as an extension of department staff. Tasks included formulation of a development phasing strategy, transportation systems management (TSM) concept, and multifamily design guidelines. In addition, he reviewed and processed several development applications and served as the City's project manager and peer review consultant for the preparation of three environmental impact reports.

Chico Urban Area Nitrate Compliance Plan—County of Butte, CA.

Planning /Environmental Consultant. Randy served as contract environmental coordinator for environmental review of this complex project that proposed to decommission individual septic leachfield systems serving nearly 8,000 dwellings within the City of Chico and unincorporated Butte County, and connect those dwellings to a sanitary sewer system. Randy also managed the preparation of a full-scope EIR prepared by another consultant.

Contract Planning Services—County of Butte, CA.

Project Manager. Randy managed staff that served as an extension of Butte County Department of Development Services for several months to process a variety of development applications for projects throughout the county, including minor subdivisions, variances, and conditional use permits.

Contract Planning Services—County of San Joaquin, CA.

Project Manager. As an extension of San Joaquin County Community Development Department staff, Randy supervised the work of staff in the analysis of several development applications in various urbanized and rural areas of the county. His work included preparation of staff reports and completion of environmental documentation.

Contract Planning Services—Town of Loomis, CA.

Planning Consultant. Randy served as an extension of the Town of Loomis staff in the processing and coordination of development applications for a 44,000-square-foot historic renovation project proposed in the Downtown Core. The project proposed a variety of retail commercial, food service, and entertainment uses.

Contract Planning Services—County of El Dorado, CA.

Planning Consultant. Randy served as an extension of El Dorado County staff in the analysis of several development applications throughout El Dorado County over a period of several months.

DAVID M. BUEHLER, PE

Project Director, Noise and Vibration Specialist

David Buehler is a board-certified member of the Institute of Noise Control Engineering and has over 30 years of experience working as a consultant in acoustics and vibration. He conducts analysis of noise and vibration associated with transportation, construction, industrial, energy, commercial, recreation, and other projects. His expertise includes field investigations, impact and mitigation assessment, policy development, training, and project management. David has prepared numerous noise studies in the context of California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation. He has served as an expert witness for Caltrans on several lawsuits involving highway traffic noise. In 2005, he was part of a team that received the Federal Highway Administration (FHWA) Environmental Excellence Award for Exemplary Achievement in Ecosystems, Habitat, and Wildlife.

Key Skills

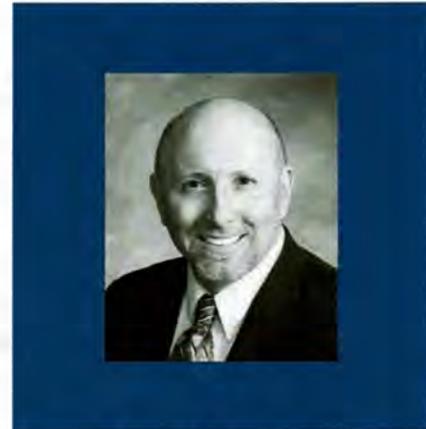
Noise Field Investigations. David is well-versed in the use of sound level meters and related field equipment used to conduct field studies to characterize ambient noise conditions and equipment operational noise levels. He has experience conducting field noise studies in compliance with FHWA and Caltrans requirements for highway noise study reports. He developed and implemented a field noise study training program for Caltrans that including training Caltrans staff throughout California in field noise measurement methods.

Noise Impact and Mitigation Assessment. David has used the Federal Highway Administration Traffic Noise Model (TNM) as required under federal noise regulations to conduct traffic noise impact and abatement studies for federally funded highway projects. He also well versed in the use of the noise analysis software program SoundPlan to evaluate complex point and line source noise analysis situations. David uses the FHWA Roadway Noise Construction Model to evaluate construction noise impacts from highway and other construction projects.

Project Experience

Facebook Constitution Campus Expansion—City of Menlo Park, CA.

David provided technical oversight for the noise study that was conducted for the CEQA document prepared for the project. His work included conducted a field study to characterized existing noise conditions, traffic noise modeling, impact assessment, identification of mitigation, and preparation of the CEQA document noise chapter.



Years of Experience

- Professional start date: 10/1981
- ICF start date: 06/1990

Education

- BS, Civil Engineering, California State University, Sacramento, 1980

Professional Memberships

- Board Certified Member, Institute of Noise Control Engineering

Licenses and Certifications

- Caltrans Headquarters Legal Division Expert Witness, California (Issued: 11/2007, Expires: N/A)
- Oregon Registered Professional Acoustical Engineer License No. 16834 (Issued: 9/1993, Expires: 12/2017)
- California Registered Professional Civil Engineer License No. C37936 (Issued: 9/1983, Expires: N/A)

Francisco Giants Mission Rock Seawall Lot 337 Pier 48 EIR—Seawall Lot 37 Associates LLC, San Francisco, CA.

David provided peer review and technical oversight for the noise assessment for this complex project to develop commercial and residential uses in San Francisco near Giants Stadium. The technical work included conducting a detailed field study, traffic noise modeling, and preparation of a stand-alone technical report and CEQA noise chapter.

SR-9/SR-1 Intersection Improvement Project—City of Santa Cruz, CA.

David provided peer review and technical oversight for a Caltrans Noise Study Technical Memorandum which evaluated noise impacts associated with implementation of improvements at the intersection of State Route 9 and State Route 1 in Santa Cruz California. He prepared the CEQA Initial Study for the project.

Murray Street Bridge Hydroacoustic Study—City of Santa Cruz, CA.

David conducted the hydroacoustic impact assessment associated with pile driving for the planned improvements to the Murray Street Bridge. He evaluated potential underwater noise levels associated pile driving to assess potential effects on fish and marine mammals. He additionally participated in meetings with City staff, project engineers, and resource agency staff to discuss potential impacts and to identify mitigation measures.

Statewide On-Call Noise and Earthborne Vibration Analyses and Abatement Studies (Contracts 43A0008, 43A0049, 43A0139, 43A0228, 43A0306)—Caltrans, Statewide CA.

Contract Manager and Primary Technical Expert. David served as contract manager and primary technical expert for five consecutive statewide on-call contracts, including more than 100 task orders relating to project-level noise studies, special noise and vibration investigations, training development and deployment, and noise policy development. He prepared noise study reports for several Caltrans-sponsored highway construction and reconstruction projects. David played a key role in the 2006 and 2011 revisions to the Caltrans Traffic Noise Analysis Protocol, and developed and deployed a detailed highway noise training program covering noise fundamentals, regulations and policy, noise field studies, traffic noise modeling, and noise study report preparation. Additionally, he developed a guidance manual addressing transportation- and construction-induced vibration, and played a key role in the development of injury thresholds for fish from pile driving and developed a detailed guidance manual on the topic. David provided on-call general assistance to Caltrans headquarters and district staff regarding all aspects of highway-related noise

Table 1. Cost Estimate for Oroville Hospital Expansion

Task	Consulting Staff																Subcontractor		Production Staff			Labor Total	Direct Expenses	Total Price	
	Employee Name																Fehr & Peers	Wolf B							
	Zell S	Chafin R	Zamora C	Stock J	Deyo N	Haire J	Havelaar C	Rivesplata R	Buehler D	Scott E	Yoon L	Trageser D	Sukola K	Messick T	Angier A	Traffic Peer Reviewer	Editor	Pub Spec	Admin Tech						
Project Director	Project Planner	Project Manager	Visual Specialist	Visual Specialist	Biologist	Cultural Specialist	Land Use Specialist	Noise Specialist	Noise Specialist	Air Quality Specialist	Air Quality Specialist	Hydrology Specialist	Graphics Specialist	GIS Specialist											
Labor Classification	Proj Dir	Mng Consult	Sr Consult I	Sr Consult II	Assoc Consult III	Sr Consult II	Sr Consult III	Intern	Proj Dir	Assoc Consult II	Sr Consult II	Asst Consult	Assoc Consult II	Assoc Consult III	Assoc Consult II	Subtotal	Subtotal	Editor	Pub Spec	Admin Tech	Subtotal	Labor Total	Direct Expenses	Total Price	
Task 1. Application Processing	1	20														\$3,825					\$0	\$3,825			
Task 2. Prepare Administrative Draft IS																\$0					\$0	\$0			
Task 2.1. Peer Review of Technical Studies																\$0					\$0	\$0			
Traffic Impact Analysis Peer Review																\$0	\$8,000	\$8,000				\$0	\$8,000		
Greenhouse Gas Emissions Peer Review											16	6				\$2,782					\$0	\$2,782			
Task 2.2 Prepare Administrative Draft IS Document	2		30	6	24	4	8	16	2	80	4	36	4	8	12	\$26,096		20	16	2	\$3,620	\$29,716			
Aesthetics																\$0			2		\$665	\$665			
Cultural Resources																\$0		20			\$1,960	\$1,960			
Task 3. Revise Admin Draft IS and Prepare Screencheck Draft IS/MND	2		12						1	6				1		\$2,961		8	2	2	\$1,114	\$4,075			
Task 4. Prepare and Circulate the Public Draft IS/MND	1		4													\$713		6	2	2	\$918	\$1,631			
Task 5. Review Comments on IS/MND and Revise as necessary			8													\$976		6	2		\$778	\$1,754			
Task 6. Prepare MMRP	1		4													\$713		2	1		\$291	\$1,004			
Task 7. Attend Public Hearings		8														\$1,440					\$0	\$1,440			
Total hours	7	28	58	6	24	4	8	16	3	86	20	42	4	9	12						62	25	6		
ICF E&P 2017 Billing Rates	\$225	\$180	\$122	\$160	\$108	\$162	\$156	\$68	\$255	\$106	\$142	\$85	\$110	\$144	\$90						\$98	\$95	\$70		
Subtotals	\$1,575	\$5,040	\$7,076	\$960	\$2,592	\$648	\$1,248	\$1,088	\$765	\$9,288	\$2,840	\$3,570	\$440	\$1,296	\$1,080	\$39,506	\$8,000	\$8,000	\$6,076	\$2,375	\$420	\$9,346	\$56,852		
Direct Expenses																									
523.05 Travel, Auto, incld. Mileage at current IRS rate (.54/mile)																								\$108	
523.08 Per Diem at \$175/day																								\$175	
Mark up on all non-labor costs and subcontractors																								\$828	
Direct expense subtotal																								\$1,111	
Total price																								\$57,963	

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall 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 the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be equivalent to:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant 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 shall apply separately to this project/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. Employer's Liability: \$1,000,000 per claim for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials and employees are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials or employees shall be excess of the Consultant's insurance and shall not contribute with it.
3. All insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days notice of cancellation except for non-payment of premium which shall be not less than ten (10) days notice of cancellation given to the City.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original insurance industry standard ACORD form certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

**RE: DECLARATION OF LOCAL EMERGENCY AND RATIFICATION OF
PROCLAMATION OF EXISTENCE OF LOCAL EMERGENCY BY THE
ACTING DIRECTOR OF EMERGENCY SERVICES**

DATE: FEBRUARY 21, 2017

SUMMARY

The Council will consider adoption of a resolution proclaiming the existence of a local emergency and ratification of the proclamation of the existence of a local emergency by the Acting Director of Emergency Services.

DISCUSSION

On February 12, 2017, the City was placed under a mandatory evacuation order from the Butte County Sheriff as a result of the severe erosion and potential failure of the emergency/auxiliary spillway at the Oroville Dam. During that time, most City residents were evacuated to Chico, Paradise, Roseville, Glenn County, and other locations. Schools and other non-essential public agencies were closed.

Pursuant to Oroville Municipal Code (“OMC”) section 8.08.060, on February 15, 2017, Donald Rust in his capacity as Acting Director of Emergency Services executed a Proclamation of Local Emergency, a copy of which is attached.

The Proclamation of Local Emergency grants certain rights to the City related to operations of the public safety and public works departments, as well as the ability to engage the SEMS/NIMS Emergency Operations Plan. The Proclamation of Local Emergency by the Acting Director of Emergency Services is only valid for seven days. The City will consider ratification of the Proclamation of Local Emergency by Mr. Rust.

The City should also formally proclaim the existence of a local emergency. In addition to the benefits to the City, as outlined above, the approval of a resolution proclaiming the existence of a local emergency will allow the City to request financial assistance from Federal and state agencies, including the Federal Emergency Management Agency (FEMA) and California Operations of Emergency Services (Cal-OES).

FISCAL IMPACT

None. These declarations may enable the City to seek reimbursement for expenses related to police, fire and public works employees that are a result of the mandatory

evacuation orders related to the severe erosion and potential failure of the emergency/auxiliary spillway at the Oroville Dam.

RECOMMENDATIONS

1. Adopt Resolution No. 8582 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RATIFYING THE ACTING DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.
2. Adopt Resolution No. 8583 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY.

ATTACHMENTS

- A - Resolution No. 8582
- B - Resolution No. 8583
- C – Emergency Proclamation

**CITY OF OROVILLE
RESOLUTION NO. 8582**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RATIFYING THE ACTING DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Section 8.08.060 of the Oroville Municipal Code empowers the Director of Emergency Services to proclaim the existence of a local emergency when the City is affected by a public calamity and the City Council of the City of Oroville is not in session, subject to ratification by the City Council within seven days; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons and property have arisen within this City, caused by the mandatory evacuations related to the severe erosion and potential failure of the emergency/auxiliary spillway at the Oroville Dam commencing on or about 4:15 p.m. on February 12, 2017, at which time the City Council was not in session; and

WHEREAS, the City Council does hereby find that the above described conditions of disaster or of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and

WHEREAS, the Acting Director of Emergency Services of the City of Oroville did proclaim the existence of a local emergency within this City on the 15th day of February 2017;

NOW, THEREFORE BE IT RESOLVED, by the City Council that the Proclamation of Existence of a Local Emergency, as issued by the Acting Director of Emergency Services, is hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

/

/

/

Linda L. Dahlmeier, Mayor

ATTEST:

APPROVED AS TO FORM:

Donald Rust, City Clerk

Scott E. Huber, City Attorney

**CITY OF OROVILLE
RESOLUTION NO. 8583**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Section 8630 of the California Government Code authorizes the City Council of the City of Oroville to proclaim the existence of a local emergency when the City is affected by a public calamity; and

WHEREAS, the City Council has been requested by the Acting Director of Emergency Services of the City of Oroville to proclaim the existence of a local emergency therein; and

WHEREAS, the City Council does hereby find:

That conditions of disaster or of extreme peril to the safety of persons and property have arisen within said city, caused by the mandatory evacuations related to the severe erosion and potential failure of the emergency/auxiliary spillway at the Oroville Dam commencing on or about 4:15 p.m. on February 12, 2017; and

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency now exists throughout the City of Oroville; and

IT IS HEREBY FURTHER PROCLAIMED AND ORDERED, that during the existence of said local emergency the powers, functions, and duties of the Acting Director of Emergency Services and the emergency organization of this City shall be those prescribed by state law, by ordinances, and resolutions of this City, and by the City of Oroville SEMS/NIMS Emergency Operations Plan.

IT IS FURTHER PROCLAIMED AND ORDERED, that the City Administrator is authorized to request financial assistance from the State of California and Federal Government on behalf of the City of Oroville and the residents of the City of Oroville.

IT IS FURTHER PROCLAIMED AND ORDERED, that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Oroville, State of California.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 21, 2017, by the following vote:

/

/

AYES:

NAYS:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

ATTEST:

APPROVED AS TO FORM:

Donald Rust, Acting City Clerk

Scott E. Huber, City Attorney



City of Oroville

CITY ADMINISTRATION DEPARTMENT

Donald Rust
ACTING CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2401 – FAX (530) 538-2426
www.cityoforoville.org

PROCLAMATION OF A LOCAL EMERGENCY BY THE ACTING DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OROVILLE

WHEREAS, Section 8.08.060 of the Oroville Municipal Code empowers the acting Director of Emergency Services to proclaim the existence of a local emergency when the City is affected by a public calamity and the City Council is not in session; and

WHEREAS, the Acting Director of Emergency Services of the City of Oroville does hereby find;

That conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the mandatory evacuations related to the severe erosion and potential failure of the emergency/auxiliary spillway at the Oroville Dam commencing on or about 4:15 p.m. on February 12, 2017, at which time the City Council of the Oroville was not in session; and

That the City Council of the City of Oroville is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Oroville; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, by ordinances, and resolutions of this City, and by the City of Oroville SEMS/NIMS Emergency Operations Plan. The City Council shall take action to ratify this proclamation within seven days, or the local emergency shall not remain in effect.

Dated: February 15, 2017

By: 
Donald R. Rust, Assistant City Administrator
Acting Director of Emergency Services
City of Oroville

February 1, 2017

TO: STATE, CITY AND LOCAL OFFICIALS

NOTIFICATION OF PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION REQUESTING APPROVAL TO CHANGE RATES FOR THE 2018–2022 DEMAND RESPONSE PROGRAMS (A.17-01-012)

On January 17, 2017, Pacific Gas and Electric Company (PG&E) filed an application with the California Public Utilities Commission (CPUC) requesting approval to change rates for Demand Response (DR) programs. The CPUC requires all utilities to file an application to authorize and fund DR programs. Per this requirement, PG&E filed application number A.17-01-012 requesting approval of its DR programs and activities for the period of 2018 through 2022.

Background

DR programs increase electric reliability and can reduce PG&E's total power purchase costs by incentivizing electric customers to reduce electric usage during periods of relatively high demand or high prices. DR programs also provide options for customers to control their energy bills.

Funding authorization for these programs is scheduled to end in 2017. PG&E is requesting a total of \$353 million over the five-year program cycle to continue providing DR programs for our customers. The cost to ratepayers will be \$72.0 million in 2018, \$70.2 million in 2019, \$69.6 million in 2020, \$70.1 million in 2021, and \$70.7 million in 2022. This application will be examined by the CPUC to determine if costs are reasonable and eligible for recovery from customers. If approved, the application would extend DR programs through 2022 and PG&E will continue to collect these costs in rates from all electric customers.

How will PG&E's application affect me?

Most customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. If approved, the application would decrease rates compared to rates currently in effect and PG&E would continue to offer DR programs. In 2018, the year of the largest revenue requirement, the bill for a typical residential Non-CARE customer using 500 kWh per month would decrease from \$99.13 to \$99.04 or 0.1%.

How will PG&E's application affect non-bundled customers?

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. In 2018, the year of the largest revenue requirement, the rates for these customers would decrease from 9.50 cents per kWh to 9.49 cents per kWh or 0.1% on the PG&E share of their rates.

Another category of non-bundled customers is Departing Load customers that do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. PG&E's application will minimally impact Departing Load customers with a 0.036% average reduction to rates.

How do I find out more about PG&E's proposals?

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TDD/TTY (speech-hearing impaired), call **1-800-652-4712**. Para más detalles llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555**. If you would like a copy of PG&E's filing and exhibits, please write to PG&E at the address below:

Pacific Gas and Electric Company
2018–2022 Demand Response (A.17-01-012)
P.O. Box 7442
San Francisco, CA 94120

A copy of PG&E's filing and exhibits is also available for review at the CPUC's Central Files Office by appointment only. For more information, contact aljcentralfilesid@cpuc.ca.gov or **1-415-703-2045**. PG&E's application (without exhibits) is available on the CPUC's website at www.cpuc.ca.gov.

CPUC process

This application will be assigned to an Administrative Law Judge (Judge) who will determine how to receive evidence and other related documents necessary for the CPUC to establish a record upon which to base its decision. Evidentiary hearings may be held where parties will present their testimony and may be subject to cross-examination by other parties. These evidentiary hearings are open to the public, but only those who are formal parties in the case can participate.

After considering all proposals and evidence presented during the hearings, the assigned Judge will issue a proposed decision which may adopt PG&E's proposal, modify it or deny it. Any of the five CPUC Commissioners may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon at a scheduled CPUC Voting Meeting.

The Office of Ratepayer Advocates (ORA) may review this application. ORA is the independent consumer advocate within the CPUC with a legislative mandate to represent investor-owned utility customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. ORA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. For more information about ORA, please call **1-415-703-1584**, email **ora@cpuc.ca.gov** or visit ORA's website at **www.ora.ca.gov**.

Stay informed

If you would like to follow this proceeding, or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at: **<http://subscribecpuc.cpuc.ca.gov/>**. If you would like to learn how you can participate in the proceeding, have informal comments about the application, or have questions about the CPUC processes, you may access the CPUC's Public Advisor Office (PAO) webpage at **<http://consumers.cpuc.ca.gov/pao/>**.

You may also contact the PAO as follows:

Email: **public.advisor@cpuc.ca.gov**

Mail: CPUC

Public Advisor's Office

505 Van Ness Avenue, Room 2103

San Francisco, CA 94102

Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

TTY: **1-866-836-7825** (toll-free) or **1-415-703-5282**

If you are writing or emailing the Public Advisor's Office, please include the proceeding number (2018–2022 Demand Response, A.17-01-012). All comments will be circulated to the Commissioners, the assigned Judge and appropriate CPUC staff, and become public record.

February 1, 2017

TO: STATE, CITY AND LOCAL OFFICIALS

NOTIFICATION OF PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION REQUESTING TO INCREASE RATES FOR TRANSPORTATION ELECTRIFICATION INITIATIVES (A.17-01-022)

Background

On January 20, 2017, Pacific Gas and Electric Company (PG&E) filed a request with the California Public Utilities Commission (CPUC) for approval to expand the Transportation Electrification (TE) initiatives currently offered by PG&E. This request was made after the CPUC issued a ruling directing PG&E to file a TE application as mandated by Senate Bill 350: Clean Energy & Pollution Reduction Act (SB 350), which established California's new clean energy, clean air and greenhouse gas reduction goals for 2030 and beyond. SB 350 orders the CPUC, along with the help of the California Air Resources Board and the California Energy Commission to direct utilities to file applications for programs and investments to accelerate widespread transportation electrification. If approved, these TE projects and programs will help achieve the goals outlined in SB 350 as well as Charge Ahead California to reduce dependence on petroleum, meet air quality standards, and reduce emissions of greenhouse gases.

Summary

PG&E's application proposes an expansion of the current PG&E TE portfolio and promotes accelerated adoption of electric vehicles across all sectors. In support of the goals established in SB 350, PG&E is proposing programs to promote electricity as a cleaner transportation fuel. The transportation sector has potential to help California achieve clean energy and air quality goals. If approved, the proposals in the application would encourage customers in all transportation sectors to choose electricity as a viable fuel source.

The proposed programs aim to address barriers to widespread TE and help determine how utilities can reduce these barriers through future projects and investments. PG&E is requesting a total of approximately \$253 million. The cost to ratepayers over the first five years will be \$15.1 million in 2018, \$17.6 million in 2019, \$18.5 million in 2020, \$25.3 million in 2021, and \$33.7 million in 2022. The cost of the infrastructure to support TE expansion will continue to impact rates beyond 2022 and PG&E expects this impact to gradually decline over time.

How will PG&E's application affect me?

If approved, this application would increase rates in order to continue supporting California's global leadership efforts related to air quality and climate change.

Most customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. In 2022, the year of the largest annual increase, the bill for a typical residential Non-CARE customer using 500 kWh per month would increase from \$99.13 to \$99.41 or 0.3%.

How will PG&E's application affect non-bundled customers?

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. In 2022, the year of the largest annual increase, the average increase to the PG&E portion of rates for these customers would be 9.43 cents per kWh to 9.46 cents per kWh or 0.3%.

Another category of non-bundled customers is Departing Load customers that do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. PG&E's application will impact Departing Load customers with an increase to rates of approximately \$40,000 or 0.1%.

How do I find out more about PG&E's proposals?

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TDD/TTY (speech-hearing impaired), call **1-800-652-4712**. Para más detalles llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555**. If you would like a copy of PG&E's filing and exhibits, please write to PG&E at the address below:

Pacific Gas and Electric Company
Transportation Electrification (A.17-01-022)
P.O. Box 7442
San Francisco, CA 94120

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CPUC process

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If you are writing or emailing the Public Advisor's Office, please include the proceeding number (Transportation Electrification, A.17-01-022). All comments will be circulated to the Commissioners, the assigned Judge and appropriate CPUC staff, and become public record.



Hmong United Community of Oroville, Inc.

A Non-profit Organization

P.O. BOX 1409

Oroville, CA 95965

February 3, 2017

City of Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

City of Oroville
FEB 09 2017
Administration

Attention: Mayor Linda Dalmeier, Vice-Mayor Janet Goodson and all Council Members of City of Oroville

My name is Ye Xiong. I am writing this letter to inform you that I have been elected to be the President for the Hmong United Community of Oroville (HUCO) organization for the year-term 2017-2018. The main function of HUCO is to be a liaison for the Hmong community and the local government and law enforcement agencies in order to bridge the gap between the Hmong community and the Oroville community at large. In the past, HUCO have worked closely with some private and public organizations and local businesses to better the Oroville community.

HUCO Brief History:

The HUCO organization was established in the early 1990s when Hmong people started to move into the Oroville area. HUCO became a legal 501(c)3 non-profit organization in 2007. Currently, we estimated the Oroville Hmong community members to be around 5-6 thousand people.

My duty as the president of HUCO is to build a close working relationship with the local government agencies. HUCO will bring the Hmong unique culture to join the cultures of other ethnics as a multi culture community. In addition, HUCO will bring the past history of the Hmong people and will continue to share our history to the community at large. At the meantime, we will work together with the government of the City of Oroville to tackle the poverty and to bring the prosperity to town.

If you find that HUCO can help in any way, please do not hesitate to contact me. I can be reached by telephone at (530) 282-8385 or by e-mail at: yichongzongx@yahoo.com.

Looking forward to work with you.

Sincerely yours,

Ye Chongzong Xiong
HUCO President