



STAFF REPORT

TOWN COUNCIL MEETING OF AUGUST 12, 2014

To: Town Council

From: Town Manager

Subject: Contract for Environmental Consultant for the South Placer Municipal District (SPMUD) Diversion Line Environmental Document and Agreement for Advancement of Funds, Reimbursement and Indemnification for the South Placer Municipal District (SPMUD) Environmental Document

Date: August 12, 2014

RECOMMENDATION

A motion to authorize the Town Manager signing a contract with Hauge Brueck Associates to prepare an Environmental Document in accordance with the attached scope of work and a motion to approve the Town Manager signing an agreement with Todd Lowell of Lowell Development Inc., the applicant for The Village at Loomis project, and Steve McCullagh of First Community Bank, owners of Turtle Island, for Advancement of Funds, Reimbursement and Indemnification for The South Placer Municipal District (SPMUD) Environmental Document.

DISCUSSION:

At the May 10, 2014 Town Council meeting the Council voted unanimously to accept the role of Lead Agency pursuant to CEQA for the SPMUD Sewer Diversion Line Environmental Document. Town and SPMUD staff has been working diligently to define the route alignment for the Diversion Line. In order to keep the process progressing forward in a timely manner, staff is requesting the Town Council to authorize the Town Manager to sign a contract with Hauge Brueck Associates to prepare an Environmental Document for the Diversion Line. Two informal bids for preparation of the Environmental Document were received by Town staff, one from DUDEK and one from Hauge Brueck Associates. Town staff is recommending the Town Council authorize the Town Manager to sign a contract with Hauge Brueck Associates to prepare an Environmental Document in accordance with the attached scope of work.

In addition, staff is requesting Town Council to approve the Town Manager signing an agreement with Todd Lowell of Lowell Development Inc., the applicant for The Village at Loomis project, and Steve McCullagh of First Community Bank, owners of Turtle Island, for Advancement of Funds, Reimbursement and Indemnification for The South Placer Municipal District (SPMUD) Environmental Document.

CEQA

There are no CEQA issues involved with the contract.

FINANCIAL IMPLICATIONS

Contract amount is \$49,600, which shall be paid equally by the two largest developers seeking to move forward with development in Loomis through a separate agreement for Advancement of Funds, Reimbursement and Indemnification with the Town with an amount not to exceed \$55,000. This would be First Community Bank (Turtle Island property owner) and Lowell Development Inc. developers of the Village.

Attachments:

Hauge Brueck Associates Scope of Work

Agreement for Advancement of Funds, Reimbursement and Indemnification for the South Placer Municipal District (SPMUD) Environmental Document

**HAUGE BRUECK
ASSOCIATES**

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May 30, 2014

Town of Loomis
Rick Angelocci
3665 Taylor Road
Loomis, CA 95650

Dear Mr. Angelocci:

On behalf of Hauge Brueck Associates (HBA), I am pleased to submit our Proposal to provide environmental review services for the Town of Loomis SPMUD Diversion Trunk Sewer Line.

Rob Brueck and I manage HBA's projects. Rob and I coordinate and manage the work of others, but we perform certain technical aspects of the analysis and review each deliverable prepared for release by our firm. With HBA, the manager assigned to your project has the ability to make decisions immediately. I will serve as the Project Manager and contact for this project. As a manager of HBA, I am authorized to sign contracts for the firm. My contact information is:

Anders Hauge, Manager
Hauge Brueck Associates, LLC
2233 Watt Avenue, Suite 300
Sacramento, CA 95825

We appreciate your consideration of HBA for this project and look forward to the opportunity to work with you.

Sincerely,



Anders J. Hauge
Hauge Brueck Associates, LLC

Proposal

**Town of Loomis
CEQA Documentation**

for the

**SPMUD Diversion
Trunk Sewer Line**

May 30, 2014

**HAUGE BRUECK
ASSOCIATES**

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1 UNDERSTANDING OF THE PROJECT

The Town of Loomis (Town) became aware that sewer capacity for portions of the Town is constrained by the existing trunk line. To provide the allocated capacity to the Town, the South Placer MUD is to construct an 8,000 lineal foot diversion sewer pipeline (Project). The SPMUD Master Plan includes the diversion pipeline project, the Secret Ravine Trunk Sewer (Exhibit 1) adopted without appropriate CEQA documentation to proceed with the construction of the Project. The final route design has not been completed. The Town requires environmental documentation of the SPMUD Diversion Pipeline (Project) in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. The Town requires the completion of the environmental documentation as quickly as possible to allow construction of the Project to proceed and the planned sewer connections to be made available for development.

Potential environmental issues include:

- Construction traffic,
- Construction noise,
- Construction air quality,
- Historic and cultural resources, and
- Biological and wetland resources.

Hauge Brueck Associates (HBA) will utilize the Town General Plan and General Plan EIR to describe the existing conditions and documented environmental impacts. In addition it has been assumed the Town will provide HBA with historic/cultural, biological, and wetland technical studies that address portions of the project area. This proposal assumes HBA will conduct additional analysis of air, biology, and cultural resources not addressed by the General Plan, General Plan EIR, and provided technical studies.

The Town prefers to process the environmental documentation as a mitigated negative declaration of environmental impact (IS/MND). There is a potential that environmental issues to be identified during CEQA scoping may require the preparation of a focused environmental impact report (EIR).

It is the responsibility of HBA, working under the direction of the Town Manager, to coordinate the environmental review process, prepare the required environmental documents, and adhere to the schedule agreed upon in writing by the Town and HBA.

2 SCOPE OF WORK

HBA will perform the following scope of work under the direction of the Town, to prepare the environmental documentation for the Project. No work outside of the executed contract will be performed without written authorization from the Town. The scope includes the preparation of an IS/MND. An optional scope is presented for the preparation of a focused EIR.

Task 1 Project Management

This task includes the routine coordination and management of the HBA Team, coordination with the Town and agencies, the implementation of HBA's Quality Assurance/Quality Control (QA/QC) procedures, maintenance of the Project Record and project administration including the preparation of monthly progress reports and invoices.

1.1 Project Administration

HBA will maintain the program schedule, time records, and fiscal accounting through the contract term. HBA will prepare and submit monthly progress reports to the Town. The progress reports will provide a description of the work completed during the invoice period, an estimate of the percent work completed to date, the updated program schedule, a discussion of the work anticipated in the next billing period, and a description of potential issues with a corresponding resolution of each issue.

Data sources and deliverables will be accessible to the Town via BOX.com, a cloud based collaborative site. Administrative drafts of documents will be made available to the Town for review and comment. Box.com tracks each version of a document and each individual that accesses the document, providing the Town with the ability to track the status of deliverables as they are prepared.

1.2 Quality Assurance/Quality Control Program

The HBA Team will apply our QA/QC program. Budget for implementation of the QA/QC plan is included within each task.

1.3 Project Record/Administrative Record

The HBA Team will assemble and maintain the Project Record through the contract term. The Project Record will contain information and documentation associated with the Project including data and information, meeting documentation, maps and drawings, telephone conversations, analysis, evaluation, referenced documents, analysis documentation, and relevant steps associated with environmental analysis and documentation and other supporting documentation not covered by copyright laws. Methodologies and processes used for inventory, analysis and impact assessment will be included.

1.4 Project Mailing List

HBA will maintain the Project mailing list. The mailing list will include appropriate federal, state, and local agencies, interested agencies, private groups, and citizens.

Task 2 Project Communications/Outreach

2.1 Project Kick-Off Meeting

A Project kick-off meeting will be held at the Town offices with HBA to reach an understanding of the Project, the process, and the data needs. The agenda will include a discussion on the work program, schedule, Project Description, data needs, process requirements, and potential issues for further study in the environmental documentation.

In preparation of the kick-off meeting, each participant will provide relevant documents and maps for reference and discussion. HBA will provide the work program, schedule, and a list of data needs. The Town will provide the Project plan to be used in preparing the Project Description, available studies and reports, and a list of mitigation measures (e.g., standard design features) incorporated into the Project that avoid or reduce environmental impacts. The Town will make available a copy of the General Plan, Draft General Plan EIR/Final EIR, and relevant codes, including the goals, policies, codes, regulations, and standards to be applied to the Project. Each participant will be prepared to discuss potential issues and opportunities to include modifications to the Project that avoid or reduce impacts (self-mitigating). At the outcome of the kick-off meeting, HBA will prepare a list of action items with responsible parties and schedule.

2.2 Public & Stakeholder Meetings

HBA in coordination with the Town will schedule and attend meetings with stakeholders during the CEQA Scoping Task. The budget and schedule anticipates that HBA will spend two half days in the Town attending scheduled meetings.

2.3 Status Meetings with Town

HBA will meet at least monthly with the Town Manager to review the progress report. Specifically the meeting will be held to discuss issues identified and the appropriate resolution to each issue. The agenda will include the status of the scope, schedule and budget.

Task 3 CEQA Scoping

HBA recommends conducting a formal scoping process to satisfy CEQA requirements for an EIR should it be determined that an IS/MND is not the appropriate environmental document for the Project. The public scoping process would not include a public scoping meeting, but would demonstrate whether there is an interest by the community or agencies in providing input to the Draft IS/MND, early in the process. This approach assists in avoiding unforeseen comments later in the process.

3.1 Project Description

Following the Task 2 kick-off meeting, HBA will work with the Town to draft the Project Description to be used in the preparation of the environmental document. The Town will identify Project objectives as defined by the General Plan.

The Project Description will include the Project history, characteristics of the Project site, the Project objectives, standard design features incorporated in the Project that avoid or minimize environmental impacts, the phasing of the Project, and the proposed improvements. The Project Description will include components of the Project, including but not limited to, the pipeline alignment, operation plans, and design features. The Project Description will include appropriate graphics.

3.2 Initial Study/Notice of Preparation

Building from information obtained during the kick-off meeting, development of the Project Description, and communication with the City, HBA will prepare an Initial Study (IS) using Appendix G of the CEQA Guidelines and a draft NOP (indicating the preparation of an IS/MND). The Town will review and approve the IS/NOP prior to publication. HBA will deliver fifteen (15) copies of the IS/NOP to the State Clearinghouse to begin the thirty (30) day scoping period. HBA will deliver one (1) PDF to the Town. The Town will provide copies via certified mail with return receipts to key individuals and agencies. The Town will use the PDF to make copies for distribution to interested groups and individuals.

HBA will prepare and facilitate the one-time publication of a legal advertisement per CEQA Guidelines, Appendix I (project description, location, list of potential environmental effects, scoping meeting dates/locations, where full copy of the NOP can be found, etc.), in a local newspaper and a one-time mailing of a postcard meeting notice to adjacent property owners. The Town will produce the list of adjacent property owners.

3.3 Project Description Revisions

Based on the Scoping process and preliminary environmental analysis, HBA will revise the Project Description.

Task 4 MITIGATED NEGATIVE DECLARATION

4.1 Draft IS/MND

HBA will prepare the administrative draft IS, based on the Environmental Checklist Form in CEQA Guidelines Appendix G, and a draft IS/MND. The IS will tier from the certified General Plan EIR, supplementing the analysis for the potentially significant impacts.

In addition to the General Plan EIR, HBA will utilize the technical studies provided by the Town. It is assumed that there will be gaps in the technical information required to prepare the environmental documentation that will be addressed by technical reports conducted by HBA.

For cultural and historic resources HBA will peer review technical studies provided, will prepare a Phase I Cultural Study and will conduct a Native American consultation. Should the Phase I Cultural Study or Native American consultation identify resources to be evaluated further, HBA will present the Town with a scope of work and budget to conduct required studies.

For biological and wetland resources HBA will peer review technical studies provided, will conduct an evaluation of the CNDDDB, CNPS, USFWS, and National Wetlands databases, and will conduct a Project site reconnaissance survey. Should the evaluation identify resources to be evaluated further, HBA will present the Town with a scope of work and budget to conduct required studies.

For air quality HBA will peer review available technical studies, estimate construction emissions based on pipeline length, under-crossings, schedule, and other key information, and prepare an evaluation of the air quality impacts. Should the evaluation identify additional issues to be addressed, HBA will present the Town with a scope of work and budget to conduct required studies.

Each potentially significant impact will include a mitigation measure or a project modification to reduce the potential impact to a less than significant level. Impacts that are determined to be less

than significant will be documented, but with less detailed analysis than potentially significant impacts. The Town will review and approve the IS/MND prior to publication.

Based on Town comments on the administrative draft IS/MND, HBA will revise the document for publication. The draft IS/MND will be circulated for thirty (30) days to agencies and the public. Written comments will be collected by the Town and transmitted to HBA.

4.2 Final IS/MND

Responses to Comments

HBA will provide a written response to each comment received on the IS/MND. For budgeting purposes, it is estimated that each distinct comment will require, on average, approximately 60 minutes for a response and that ten (10) distinct comments will be received. Comments that do not relate to the IS/ND, such as opinions or project recommendations, will be provided to the Town for consideration during project review.

Administrative Final IS/MND

The administrative final IS/MND will include text describing the purpose of the final IS/MND, the public comment process, the structure of the final IS/MND, and responses to comments. The comment letters will be provided in an appendix. A Mitigation Monitoring and Reporting Program will be attached as an appendix. As appropriate, the text of the draft IS/MND will be revised in response to the input received during the comment period, including an update of the list of persons, organizations, and public agencies commenting. Revisions to the draft IS/MND will be shown in legislative mode (~~strike-out~~ and underline text), providing clear documentation of the changes made. The Town will review the administrative final IS/MND and provide HBA with comments for incorporation in the final IS/MND. The Town will approve the final IS/MND for production. A PDF of the final IS/MND will be available for publishing on the Town's website and for use by the printer for producing the paper copies.

Final IS/MND Circulation

HBA will prepare a post card informing the agencies and individuals on the Project mailing list that the final IS/MND is available for review. The Town will produce and mail the postcard. HBA will deliver one (1) CD of the final IS/MND to the Town for distribution. The final IS/MND will be available to the public and agencies for ten (10) days before action by the Town.

Task 5 Decision and Closeout

5.1 Findings

HBA will prepare the CEQA findings for inclusion in the Town Council resolution. HBA will work with the Town to refine and finalize the findings.

5.2 Decision Meeting

HBA will provide the Town with presentation materials for the meeting on the IS/MND and Project. HBA will attend one (1) meeting. Should additional meeting attendance or the need for additional staff be required, an amendment to the scope and budget of contract will be required.

5.3 Notice of Determination

HBA will prepare the Notice of Determination (NOD) once the Town has made a decision on the adoption of the IS/MND and the approval/denial of the Project. HBA will deliver the NOD to the State Office of Planning and Research to begin the protest period. HBA will provide the Town with the NOD to record at the County Clerk's office. The Town is responsible for paying the

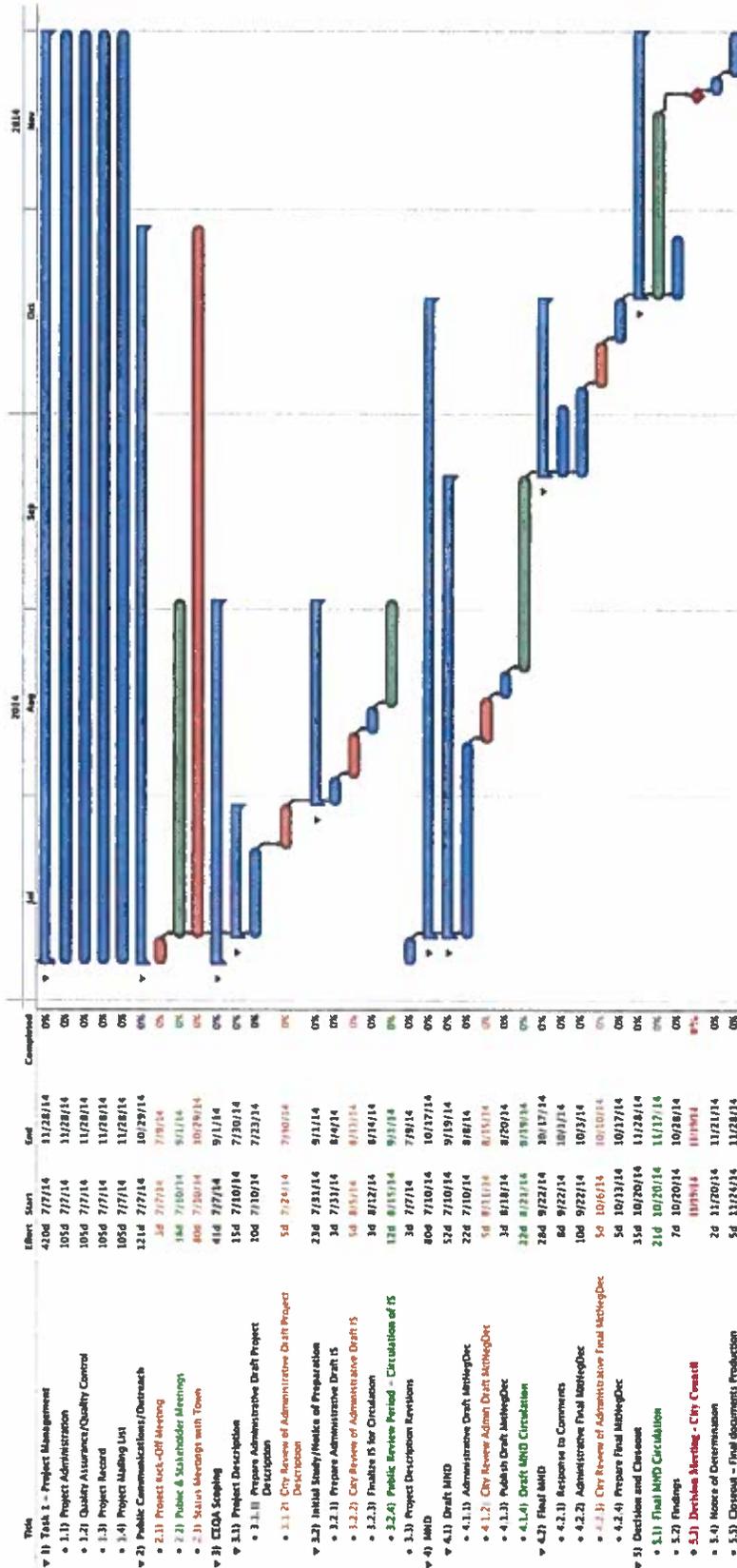
California Department of Fish and Wildlife fees that must be submitted to the Clerk of the Board along with the NOD.

5.4 Closeout

Documentation of the IS/MND analysis process will be recorded in the Project Record and provided to the Town. HBA shall submit one (1) copy of the Project record in three-ring binders. The Project Record will be delivered after the NOD has been filed, this will conclude the obligations of this scope of work.

3 SCHEDULE AND BUDGET

HBA's proposed schedule and budget for preparing the IS/MND are provided on the following pages.



Town of Loomis Diversion Sewerline IS/MND Estimated Hours and Budget												
Sub-Task	Task Description	HBA						Total Labor Hours	Total ODCs	Budget Estimate		
		Associate X	Associate VIII	Associate VII	Associate III	Other Direct costs	Total Labor Hours					
1	Project Management											
1.1	Project Administration, Progress Reports & Invoicing	13	6	0	26		45	\$200	\$200	\$4,700	\$4,900	
1.2	Quality Assurance Plan	10	0	0	10			\$0				
1.3	Project Record/Administrative Record	1	2	0	0			\$0				
1.4	Project Mailing List	0	0	0	12			\$100				
		2	4	0	4			\$100				
2	Project Communications/Outreach											
2.1	Project Kick-Off Meeting	16	8	0	2		26	\$200	\$200	\$3,900	\$4,100	
2.2	Public & Stakeholder Meetings	2	2	0	0			\$100				
2.3	Status Meetings with Town	8	2	0	0			\$100				
		6	4	0	2			\$100				
3	CEQA Scoping											
3.3	Project Description	8	36	8	2		54	\$100	\$100	\$6,400	\$6,500	
3.4	Notice of Preparation/Initial Study	4	12	2	0			\$100				
3.5	Project Description Revisions	2	16	4	0			\$0				
		2	8	2	2			\$0				
4	MND											
4.1	Draft MND	44	140	28	16		228	\$500	\$500	\$27,300	\$27,800	
4.2	Final MND	40	100	24	12			\$500				
		4	40	4	4			\$0				
5	Decision and Closeout											
5.1	Findings	14	22	4	11		51	\$200	\$200	\$6,100	\$6,300	
5.2	Decision Meeting	6	12	0	4			\$100				
5.3	Notice of Determination	6	8	4	4			\$100				
5.4	Closeout	1	2	0	1			\$0				
		1	0	0	2			\$0				
	Hourly Rates	\$180	\$115	\$80	\$65							
	Total Hours	95	212	40	57		449	\$1,400	\$1,400	\$48,400	\$49,600	
	Total Estimated Budget	\$17,100	\$24,400	\$3,200	\$3,700		449	\$1,400	\$1,400	\$48,400	\$49,600	

4 OPTIONAL FOCUSED EIR

The Town may determine that a focused EIR will be prepared in order to address potentially significant impacts or areas of public controversy. The focused EIR will tier from the work completed for the draft IS/MND. HBA and the Town will refine this additional scope based on analysis completed at the time of the decision to prepare a focused EIR and scoping comments.

Draft Focused EIR - HBA will prepare an administrative draft EIR for review by the Town. Upon receipt of Town comments, HBA will revise the EIR and provide a "screen-check" version and draft Notice of Availability (NOA) electronically for Town review. HBA will make final edits to the screen-check version and prepare the print-ready draft EIR and Notice of Completion (NOC). The following sections will be included in the EIR.

Chapter 1: Introduction

HBA will prepare an introduction that provides a summary of the existing conditions (setting) and explanation of the background of the Project and its relationship with past environmental documents and processes.

Chapter 2: Executive Summary

HBA will prepare an executive summary that provides an overview of the findings presented in the EIR. The chapter will include the summary table and an alternative analysis matrix.

Chapter 3: Project Description, Objectives, and Alternatives

The Project Description will be included in this chapter as refined in response to scoping. HBA will prepare the No Project Description and a description of up to two alternatives that feasibly attain most of the basic objectives of the project, but will avoid or substantially lessen any of the significant effects of the Project for evaluation in the EIR.

Chapter 4: Environmental Analysis

Each CEQA resource section will include a brief description of the affected environment (setting), a discussion of the methodology, analytical methods used to analyze impacts, a description of environmental evaluation criteria with points of significance (thresholds), an analysis of direct and indirect environmental impacts, a description of cumulative effects, and mitigation to avoid or reduce potentially significant impacts to a less than significant level. Each section will identify and utilize references from previous environmental documentation conducted as appropriate.

Chapter 5: Other CEQA Considerations

This section will summarize the conclusions of the EIR including significant impacts, cumulative impacts, growth-inducing impacts, significant irreversible environmental changes, and significant unavoidable environmental effects.

Appendices - Appendices, as appropriate, will be incorporated into the EIR. A glossary developed early in the process will be included. The references utilized in this EIR will be listed. Consistent with the requirements of CEQA, copies of cited references will be provided to the Town and made accessible to the public. HBA will include a list of individuals who contributed to the preparation of each section of the EIR and a list of organizations and persons consulted.

Final EIR - HBA will draft responses to comments received on the draft EIR and prepare the administrative draft final EIR. It is assumed that up to ten (10) distinct comments will be received requiring approximately 60 minutes each for response. The approach is to incorporate final EIR sections into the draft EIR, providing a single consolidated document for certification.

This provides a consistent and complete document for use during the implementation of the Project. The final EIR will include a new chapter to describe the purpose of the final EIR, the public comment process, and the structure of the final EIR. An appendix will be included that provides the comments and response to each comment. As appropriate, the text of the EIR will be revised in response to the input received during the comment period, including an update of the list of persons, organizations, and public agencies commenting. Revisions to the draft EIR will be shown in legislative mode (~~strike through~~ and underline text).

Mitigation Monitoring Plan - HBA will prepare a Mitigation Monitoring Plan to be included as an appendix to the final EIR.

Findings - HBA will prepare draft findings of fact to support certification of the final EIR (included in scope and budget for MND) and if necessary Findings of Overriding Consideration. Town Staff will assist in preparing the findings.

Decision Meeting - HBA will prepare the materials for the decision meetings held by the Town Council. HBA will attend one meeting of the Town Council. HBA will make a presentation on the findings of the EIR and will be available to answer comments. (Included in scope and budget for MND).

Notice of Determination - HBA will prepare the NOD after the Town has made a decision on the certification of the EIR and the approval/denial of the Project. The Town will file the NOD at the County Clerk's office. (Included in scope and budget for MND).

Town of Loomis Diversion Sewerline Focused EIR Estimated Hours and Budget												
Task	Sub-Task	Task Description	HBA					Total Labor Hours	Total Labor	Total ODCs	Budget Estimate	
			Associate X	Associate VIII	Associate VI	Associate III	Other Direct costs					
			Hauge Brueck Walther	Consolini Alling Peak	DeMartino	Jobstone						
			95	212	40	57	449					
		IS/MND Estimated Hours	\$17,100	\$24,400	\$3,200	\$3,700	\$1,400	\$48,400	\$1,400	\$49,600		
		IS/MND Estimated Budget										
Estimated Budget for IS/MND (Chapter 2)												
			48	140	24	40	252	\$29,300	\$1,000	\$30,300		
		Draft Focused EIR	16	80	4	8	108	\$12,900	\$200	\$13,100		
		Final Focused EIR										
		Hourly Rates	\$180	\$115	\$80	\$65						
		Total Hours	64	220	28	48						
		Estimated Additional Budget	\$11,500	\$25,300	\$2,200	\$3,100	360	\$42,200	\$2,200	\$43,400		
		Total Estimated Budget	\$28,600	\$49,700	\$5,400	\$6,800		\$90,600	\$3,600	\$93,000		

AGREEMENT FOR ADVANCE OF FUNDS

(Reimbursement Agreement for Preparation of Environmental Document)

Project Description: SPMUD Sewer Diversion Line environmental documentation

First Community Bank, A Corporation ("D1") and Lowell Development Inc., a Corporation ("D2") each hereby agree to advance to the TOWN OF LOOMIS, a municipal corporation ("the Town") one half the total sum of \$55,000 (the "Funds") which Funds shall be used to reimburse the Town for consultant direct and indirect costs incurred in preparing documentation and administering the environmental review process necessary for the Project described in "Exhibit A," attached hereto and incorporated herein by this reference. D1 and D2 understand and agree that the term "Project", as used in this Agreement, including any changes or modifications to the Project. In addition to the Funds, D1 and D2 each agree to make available for use by the Town in the preparation of environmental documentation for the Project copies of the studies and reports, identified in "Exhibit B" ("Prior Studies"). As used in this Agreement, "Developers" refers to D1 and D2 jointly and severally.

1. The advance of Funds shall be made to the Town upon execution of this Agreement for Advance of Funds (hereinafter "this Agreement"). D2 shall provide Town with copies of the Prior Studies (including electronic versions where applicable) within 14 days of execution of this Agreement.

2. After completion of all Town work related to the Project, any portion of the Funds not expended or committed for expenditure shall return to D1 and D2 equally.

3. The Developers fully understand and agree to each of the following:

a. Developers acknowledge that the Funds paid herewith may not be adequate to fully reimburse the Town for costs incurred in connection with the Project, and that periodically, as the need arises, Developers may be called upon to make further deposits. If additional funds are required, Developers each agree to negotiate in good faith with the Town to each pay 50% of the amount required; provided, however, that if for any reason the Town's request for further deposits from either Developer is not fully satisfied within fifteen (15) calendar days from the date of request, the Town reserves the right to cease processing the Project and to cancel any pending application(s) from D(1) or (D) 2.

b. Developers agree to bring the account current through the date of any public workshop or hearing on the Project, prior to the date of the workshop or hearing, including the payment of the charges estimated by the Town to be incurred through completion of the workshop or hearing.

c. The Funds shall be deposited in the Town's Revolving Trust Fund and shall be accounted for by the Town in the manner in which Revolving Trust Fund monies are normally accounted for. The Funds shall be used, in the sole discretion of the Town, to fund or aid in the funding of certain services, studies, activities, supplies and other costs incurred by the Town in connection with the Project. These include but are not limited to review of any required environmental document(s) and consultant costs attributable to the Project. The termination of this Agreement will not take place until certification of the environmental document by the Town.

d. Advance of Funds by the Developers, and contribution of the Prior Studies by D1 and D2, shall not be contingent on the hiring of any specific employee or consultant. The Town reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the Town in connection with the Project. The Town shall have the sole discretion to establish the amount of

compensation paid to the employees and the amount of fees paid to consultants for services rendered to the Town in connection with the Project.

e. The advance of Funds and the contribution of the Prior Studies shall not be dependent upon the Town's approval or disapproval of any of Developers' application(s), or upon the result of any action, and shall in no way influence the Project. Neither Developers nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the outcome of any application or the selection of an alternative favorable to or benefiting Developers.

f. Developers are expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of the Town involved in the Project. This prohibition shall not be construed to preclude Developers, their agents or representatives, from providing information to the Town or any employee, agent or consultant of the Town for incorporation into the Project, or from seeking information from the Town, or any employee, agent or consultant of the Town with respect to the Project.

g. Town reserves the exclusive right to decide whether and to what extent the Prior Studies will be used in the Project.

4. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
5. This Agreement shall be a public record of the Town.
6. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court for the County of Placer, State of California.
7. In any legal action brought by the Town to enforce this Agreement in which the Town requests the recovery of attorneys' fees, the prevailing party shall be awarded reasonable attorneys' fees and court costs and shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal.

APPROVED AS FOLLOWS:

TOWN OF LOOMIS:

Dated: _____

By: _____
Rick Angelocci, Town Manager

D1:

Dated: _____

By: _____

Its:

D2:

Dated: _____

By: _____

Its:

Exhibit A

Project Description

“Project” means the SPMUD sewer system improvements to be made to provide sewer service to the new connections within the “Loomis Diversion Sewer Special Benefit Area” (LDSBA). The scope of work will include but is not limited to: constructing manholes, gravity pipes, access roads, I-80 highway undercrossing, and connections to existing facilities; and abandoning old and/or constructing new sewer lift station(s) and force main(s); and any other facility or appurtenance(s) required to connect new customers within the LDSBA to the SPMUD sewer system; and the acquisition of easements and rights-of-way, project administration and related services and costs; and any and all studies, reports and designs related thereto.

Exhibit B

Prior Studies

Prior Studies to be provided by D1:

- Arborist Report
- Biological Resources
- Cultural Resources
- Delineation of Waters
- Any additional studies deemed appropriate

Prior Studies to be provided by D2:

- Arborist Report
- Biological Resources
- Cultural Resources
- Delineation of Waters
- Any additional studies deemed appropriate