



STAFF REPORT

TOWN COUNCIL MEETING OF AUGUST 12, 2014

To: Town Council

From: Town Manager

Subject: Contract for Environmental Consultant for The Village at Loomis EIR and Agreement for Advancement of Funds, Reimbursement and Indemnification for the EIR.

Date: August 12, 2014

RECOMMENDATION

A motion to waive the bidding requirement and approve the Town Manager signing a contract with Dudek to prepare an Environmental Impact Report (EIR) in accordance with the attached scope of work for The Village at Loomis and a motion to approve the Town Manager signing an Agreement for Advancement of Funds, Reimbursement and Indemnification for the EIR with Todd Lowell of Lowell Development Inc.

DISCUSSION:

The Village at Loomis project was originally submitted in 2007 and the Town entered into a contract with North Fork Associates to prepare an EIR. The project was placed on hold during the recession with the EIR partially completed. North Fork Associates merged with Dudek in June 2012. The Village at Loomis application has been resubmitted and is currently under review by Town staff. The project will require an EIR. Because of the firm's familiarity with the site and previous project, staff is recommending that Dudek be used to complete the EIR.

Accordingly, it is staff's recommendation to waive the bidding requirement and to invoke Section 3.12.110(c) of the Town of Loomis Municipal Code, similar to ones previously done, which states: "The requirements of Sections 3.12.050 and/or 3.12.060 may be dispensed with: ... (w)hen the town manager makes a written request to the town council and the town council, by majority vote at a meeting, approves the waiving of the bidding requirement."

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, for Advancement of Funds, Reimbursement and Indemnification for the EIR

CEQA

There are no CEQA issues involved with the contract.

FINANCIAL IMPLICATIONS

Contract amount is \$162,120, which shall be paid by the applicant through an Agreement for Advancement of Funds, Reimbursement and Indemnification with the Town. The applicant shall remit \$40,530 (25% of the Dudek EIR contract amount) upon contract approval in order for Dudek to start work. Funds shall be requested from the applicant as the work progresses. The Town's fee schedule also requires a 15% deposit of the entire EIR amount to cover the Town's administrative costs; the applicant shall deposit \$24,318 upon contract approval. The Town shall maintain two accounts: one for Dudek and one for Town administration.

The Village at Loomis Environmental Review

Proposed Scope of Work

Introduction

Dudek is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the proposed Village at Loomis project. This proposal reflects Dudek's experience working successfully to prepare environmental review documents that satisfy the requirements of the California Environmental Quality Act (CEQA).

Project Understanding and Approach

The ±66-acre project site is located within the Town of Loomis, on the north side of Interstate 80 between King Road and Horseshoe Bar Road. The project area is comprised of Assessor's Parcel Numbers (APNs) 043-080-007, 008, 015 and 044, 043-100-025 and 027, 044-094-001, 004, 005, 006, and 010.

The project area was originally addressed at a planning level in the *Town Center Master Plan*, and the guidance from that master plan has now been incorporated in the *Loomis General Plan*. The General Plan designates the site for Town Center Commercial (TCC) in the southwestern corner, General Commercial (CG) on the remainder of the western portion, Special Medium High Density Residential (SMHDR) on the central portion, and Office Professional (OP) on the eastern portion. Further, the general plan explicitly addresses the project site in Specific Area Policy 2 in Section G of the Land Use and Community Development Element. This policy indicates the Town's general expectations for development of the site regarding access and circulation, preservation of riparian corridors, and land use compatibility and intensity.

The project would require amendments to the *Loomis General Plan* and zoning ordinance to change the project site's designations and to establish new Zoning Districts in the Town's Zoning Ordinance. The Village at Loomis project is proposed to be divided into four distinct districts, three of which would be single-family residential districts of varying residential density. The fourth district would include commercial and residential mixed uses, including high-density residential. The project would also include preservation of open space around the perennial stream that meanders through the center of the site and creation of public park space.

Commercial components would include professional offices, a village-themed retail center including shops and restaurants along Horseshoe Bar Road/Doc Barnes Drive intersection, and a separate commercial area along Horseshoe Bar Road north of Library Drive. The residential component of the proposed project will include single-family and multi-family units. In addition to the proposed General Plan Amendment and Zoning Amendments, the project proposes adoption of Design Standards and Development Standards for the project site. These documents will identify the permitted land uses onsite and provide development and setback standards, architectural design guidelines, building height regulations, lot coverage requirements, and street section design.

The proposed project would require the following entitlements:

- Certified Environmental Impact Report (EIR)
- General Plan Amendments - to re-designate the site consistent with the proposed land uses and districts
- Zoning Amendments - to adopt new Zoning Districts
- Rezone - to re-designate the site consistent with the proposed land uses and districts
- Tentative Subdivision Map - to merge existing parcels and subdivide the site to facilitate future development onsite
- Development Standards - Adopt development standards for the proposed project
- Design Standards - Adopt design standards for the proposed project
- Development Agreement - to allow for development densities proposed for the project

Existing Conditions

While most of the site is vacant land, there are six dwelling units and one commercial building in the western portion of the site. These buildings are considered historic resources and mitigation would be required prior to their demolition. Land uses surrounding the site include residential developments to the north and to the east as well as the Raley's shopping center, the Town's library, and other commercial land uses to the west and south. The project's compatibility with the adjacent residential neighborhoods will be a primary concern for the Town.

The project site is located at elevations ranging between approximately 390 and 410 feet. The majority of the site slopes down to an unnamed tributary to Secret Ravine that runs through the central portion of the project area. This area of the project site would remain in open space, providing an approximately 50-foot "no development" buffer beyond the existing 100-year floodplain associated with this tributary. Habitat types recognized onsite include foothill woodland, annual grassland, and riparian. The riparian area runs north to south and essentially bisects the project site. The project site also contains over 2,000 trees and areas of rock outcropping.

The project site will be accessed via Doc Barnes Drive, which will be extended along the entire length of the project site's boundary adjacent to Interstate 80. The project site will also be accessed from Library Drive on the west. of these roads will be extended with the implementation of the project. Doc Barnes Drive will cross the riparian corridor onsite using a series of culverts, and will be extended through the Quong property to the intersection at King Road and Boyington Road. Library Drive will terminate in a cul-de-sac just west of the riparian area in the central portion of the site. All proposed major roads and local streets will include bike lanes and sidewalks.

The project is within the South Placer Municipal Utility District (SPMUD) and will include onsite improvements such as gravity sewer laterals and collectors. These sewer lines will connect to the main sewer system in one of two offsite alignments. SPMUD and the Town are beginning a process of evaluating and planning for construction of a new sewer transmission line, the Secret Ravine Trunk Line. Completion of this infrastructure project would ensure

sufficient transmission capacity is available to serve the project. The domestic water supply for the project would be provided by the Placer County Water Agency (PCWA) through the existing infrastructure in place in adjacent streets. Stormwater will be collected and drained to existing natural streams. In the alternative, a series of improvements to the Lower Loomis Trunk Line could also provide the necessary transmission capacity.

Environmental Analysis Approach

As presented in the Task Outline below, Dudek anticipates that a Project EIR will be the appropriate document for this project. The EIR will allow the Town to evaluate the environmental effects from the full project, including offsite improvements, and to consider potential project-wide alternatives that would lessen or avoid the project's significant impacts. In addition, the Project EIR will be prepared with as much detail as possible to streamline subsequent environmental review for future Town actions associated with individual development phases. Mitigation measures will identify performance standards that each development phase must attain to be consistent with the EIR analysis. The EIR will also consider the degree to which the project could induce other growth in the area.

Task Outline

Dudek has prepared the following Scope of Work to identify the specific tasks necessary to conduct a comprehensive analysis of potential environmental impacts of the proposed Village at Loomis project. The tasks outlined in this Scope of Work have been informed through review of the project application, reports, and other materials provided by the applicant; as well as discussions with Town Planning staff. Dudek has also drawn upon our firm's extensive experience with issues specific to the Town of Loomis and the project area. This information has allowed Dudek to focus this Scope of Work on critical project issues and on resource areas for which additional studies are needed. Through the use of existing technical studies and the completion of new studies, the Village at Loomis EIR prepared by Dudek will:

- Present quantitative and qualitative impacts analysis;
- Thoroughly consider potential project impacts and consistency with Town policies;
- Clearly identify feasible mitigation measures, and
- Be completed in an efficient and cost-effective manner.

Task 1: Project Management

Task 1 provides for project management and coordination activities conducted by Dudek throughout the CEQA process. Project management activities primarily consist of ensuring frequent and effective communication between Dudek, the Town, and the project applicant to promote efficiency in document preparation. Regular communications with the Town will provide opportunities for consultation regarding the overall CEQA process, project-specific impact analysis, and development of mitigation measures. Dudek will maintain regular communication with subconsultants and will promptly provide them with information relevant to their respective studies to ensure the greatest efficiency and control of the project budget. Within the project management budget, Dudek can also assist Town staff in consulting with

outside agencies and preparing public notices. It is noted that as the project includes a General Plan Amendment, Senate Bill 18 requires that the Town consult with Native American representatives. While Dudek's archeologists are available to provide the town with limited support in this process, we have not included a task to participate in the consultation effort. If required, Dudek can provide an additional scope and budget for this service.

Dudek will transmit all communication with the applicant through the Town of Loomis and, at the Town's direction, will be available to provide information to the applicant regarding project progress, environmental analysis, and mitigation measures.

Deliverables:	Email and telephone communications; progress reports submitted with monthly invoices
Meetings:	As described and budgeted under Task 2
Town Input:	Review invoices and progress reports
Applicant Input:	Respond to information requests

Task 2: Meetings and Hearings

This work program identifies several meetings that may be beneficial to the Town of Loomis, the project applicant, and Dudek in completing the EIR for the Village at Loomis project. The budgets for all proposed meetings are included under Task 2 in order that the meeting schedule can be varied according to the specific needs of the project. In summary, Dudek proposes the following meetings:

- **Project Initiation Meeting.** Upon receipt of notice to proceed, Dudek will meet with Town staff to review the project and discuss the EIR. It is anticipated that the project applicant team will participate in the initiation meeting. This meeting will include review of the timeline for the project and all pertinent project information and anticipated project issues.
- **Scoping Meeting.** During the circulation period for the Notice of Preparation (NOP), Dudek will participate in a public Scoping Meeting. Dudek staff will make a public presentation regarding the EIR process and will support Town staff in facilitating a public comment session.
- **Progress Meetings** between Town staff and Dudek as needed. These meetings could include review of preliminary impact analysis and mitigation measures, Town staff and applicant comments on the 1st Administrative Draft EIR, public and agency comments and responses on the Draft EIR, Town staff and applicant comments on the Administrative Final EIR, and/or other purposes as identified throughout completion of this Scope of Work. The budget for this task assumes that up to two in-person meetings (lasting approximately 2 hours each) and four telephone meetings (lasting approximately 1 hour each) will be held.
- **Public Hearings.** Dudek attendance at one Planning Commission meeting on the Draft EIR, one Planning Commission hearing on the Final EIR, and one Town Council hearing on the Final EIR is included in this cost estimate. At the public hearings it is anticipated that Town staff will present the project to the public and decision-making body, and that Dudek staff will be available to answer questions directly about the EIR analysis and CEQA process. At the direction of

Town staff, Dudek may also deliver a presentation summarizing the CEQA process and key findings of the EIR. It is assumed that the Town will provide minutes or transcriptions from the Planning Commission meeting on the Draft EIR.

- **Public Outreach.** Dudek will participate in the Town's public outreach program for this project. In addition to public comment opportunities required by CEQA, the public outreach program may include additional public meetings and workshops as well as written communications, such as materials posted to the Town's website. Dudek has assumed approximately 10 hours of staff time to participate in the public outreach program.

Meetings and the public hearings are assumed to take place at or near the Town of Loomis offices and are assumed to last an average of two hours each. Dudek will bill the Town only for the actual time spent at each meeting and time spent in preparation and follow-up.

Deliverables:	None
Meetings:	Attendance of above meetings, meeting minutes and agendas
Town Input:	Attendance of above meetings, coordination and public noticing for public hearings
Applicant Input:	As necessary at above meetings

Task 3: Project Initiation and Public Scoping

Project Initiation

As described above, upon execution of the EIR contract, Dudek staff will meet with Town staff and the project applicant team. This Project Initiation Meeting will serve to confirm the Project Description, to develop a timeline for the project, and to apprise all parties of pertinent project information and anticipated project issues.

Site Visit

Dudek's Project Manager will complete a site visit to review the existing environment of the project site, including surrounding land uses, traffic circulation, topography, vegetation characteristics, and ambient noise environment. Representative photos of the project site will be taken during the site visit for use in preparation of the EIR.

Project Scoping

Dudek will update the Notice of Preparation (NOP) that was previously circulated for this project and will coordinate with the Town to circulate the revised NOP. Dudek will also participate in the Scoping Meeting as described under Task 2 and will prepare a summary of all scoping comments received. It is assumed that the Town will be responsible for distribution of the NOP to the State Clearinghouse and to other public agencies and interested parties.

Project Description

Dudek will prepare a detailed Project Description for use in the EIR. This description will expand upon the Project Description provided by the project applicant and the description included in the NOP. In addition to onsite improvements proposed, the Project Description will identify any offsite improvements required to support the project, such as roadway and

intersection improvements, creation of new roadways, extension of infrastructure to the project site, and any offsite infrastructure improvements needed to support the project.

The draft Project Description will be submitted to the Town of Loomis and the project applicant for review and comment, and Dudek will revise the Project Description as necessary.

The approved Project Description will be used as the basis for all project analyses. Minor revisions to the Project Description are anticipated as part of the EIR process; however, major changes could substantially affect impact analysis. Any changes to the Project Description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget.

Document Review

As part of the project initiation tasks, Dudek will review applicable background and technical data for the project area, including the Town of Loomis General Plan, Zoning Ordinance, Bikeway Master Plan and Open Space Report, and regional planning documents including the Sacramento Area Council of Governments *Sustainable Communities Strategy*. From this review, Dudek will identify applicable policies and standards that will be cited in the EIR as portions of the regulatory framework governing impact analysis for this project.

Deliverables:	Up to 35 copies of the NOP, electronic submittal of the Project Description
Meetings:	Project Initiation Meeting, Scoping Meeting (both budgeted under Task 2)
Town Input:	Distribute the NOP, coordinate and public notice the Scoping Meeting, review/comment on Project Description; confirm list of documents to be included in Document Review
Applicant Input:	Review/comment on Project Description, attend project initiation meeting and scoping meeting

Task 4: Review of Applicant Studies

Technical Data Review

Dudek expects that the following project materials, studies and analysis will be provided by the project applicant:

- Biological Resource Assessment, Rare Plant Survey, and Wetland Delineation
- Arborist Report
- Phase I Environmental Site Assessments
- Cultural Resources Assessment
- Preliminary Drainage Report
- Traffic Study
- Full size tentative subdivision map(s) and electronic submittal in AutoCAD
- Full size preliminary grading and utility plan and electronic submittal in AutoCAD
- Preliminary BMP Plan and Landscaping Plan
- Proposed Zoning Districts
- Proposed Design Standards and Development Standards

Dudek staff will review these project submittals and confirm their suitability to support the EIR analysis and identify any data gaps. Dudek's archeologist and architectural historian have completed a preliminary review of the updated Windmiller and Associates Cultural Resources Assessment and found that the report is thorough and complete, and does not require a detailed peer review. It will be reviewed as part of the technical project data along with the other reports listed above. Dudek assumes Town staff will provide for peer review of the drainage report, traffic study, and proposed subdivision maps and grading and infrastructure plans.

Deliverables: none
Meetings: none
Town Input: Review technical studies and project application
Applicant Input: Submit project application and technical studies

Task 5: Technical Studies

Task 5 provides for preparation of two additional technical studies (as described below) to document the existing conditions and evaluate potential impacts pertaining to air quality, noise, and biological resources. Evaluation of impacts will be based on applicable local, State, and federal standards and policies.

Air Quality and Greenhouse Gas Modeling

Dudek will use the *CalEEMod Emissions Modeling Program* to prepare estimates of the air pollutant and greenhouse gas emissions that would be generated from construction and operation of the proposed project. Dudek will also work with the Town and Placer County Air Pollution Control District (APCD) to identify appropriate thresholds of significance for these emissions. The modeling inputs will take into account the Project Description, trip generation and trip distribution data, and construction phasing and equipment usage information provided by the project applicant. Emissions modeling will include construction and operational phase sources, including area sources and mobile sources. Construction assumptions will encompass construction of offsite improvements. A summary of the results of CalEEMod modeling as well as the output files generated by CalEEMod will be submitted to the Town of Loomis as a technical report and will be included as an appendix to the EIR.

The air quality and climate change impact analysis and mitigation measures for any impacts identified will be presented in the EIR, under Task 6 of this Scope of Work. Any necessary mitigation measures will be developed through consultation with Town of Loomis and/or the Placer County APCD.

No CALINE modeling of localized carbon monoxide concentrations or Health Risk Assessment is included in this Scope of Work. Should CALINE modeling or a Health Risk Assessment is necessary for the project, revisions to this Scope of Work and cost estimate would be needed.

Noise Impacts Analysis

Dudek will retain Bollard Acoustical Consultants (BAC) to update the information in the existing Acoustical Constraints Analysis, identify and evaluate potential impacts, and recommend mitigation measures. BAC will complete the following tasks:

1. **Evaluation of Existing Noise Levels:** BAC will conduct 24-hour background noise level measurements and/or short-term noise level measurements on and in the vicinity of the project site. The intent of the noise level measurements is to quantify existing background noise levels and for comparison to the predicted project noise levels. Specific noise sources to be evaluated include traffic on I-80 and other roadways, and any other stationary noise sources that could potentially affect the project area.
2. **Evaluation of the Existing and Future Traffic Noise Levels:** Based upon the intended uses of the site, BAC will conduct an analysis of existing and future traffic noise levels, both with and without the proposed project. The report will focus on increases in traffic noise levels due to the project at existing noise-sensitive land uses, and traffic noise levels at proposed sensitive land uses.
3. **Noise Impact and Mitigation Analysis:** Significant noise impacts will be identified if the project results in substantial increases in offsite traffic, or if the proposed residential uses located within the project site would be exposed to future traffic or commercial noise levels in excess of Town standards. Noise mitigation measures will be developed for each identified significant noise impact. The mitigation measure discussion will include options other than sound walls and evaluate the feasibility and effectiveness of these measures.
4. **Report Preparation:** A written report will be prepared which details the analytical approach and findings. The report will comply with the requirements of the Town of Loomis General Plan Noise Element and CEQA. The BAC report would be prepared as a stand-alone technical noise analysis to be included as an appendix to the EIR.
5. **Response to Comments:** BAC will respond to comments on the draft EIR, assuming up to 8 hours of effort.

Deliverables:	CalEEMod results and summary, Noise Impact Analysis
Meetings:	None
Town Input:	Responses to requests for information related to each study / modeling; review and approval of each study
Applicant Input:	Responses to requests for information related to each study / modeling

Task 6: Prepare Administrative Draft EIR

Dudek will prepare the Administrative Draft EIR (ADEIR) pursuant to the requirements of CEQA Statutes, CEQA Guidelines, CEQA case law, and the Town of Loomis policies and standards. The ADEIR will consist of the following sections:

- Introduction
- Executive Summary
- Project Description
- Environmental Analysis:
 - ◆ Land Use
 - ◆ Population, Employment, and Housing

- ◆ Biological Resources
- ◆ Cultural Resources
- ◆ Aesthetics
- ◆ Transportation and Circulation
- ◆ Noise
- ◆ Air Quality and Climate Change
- ◆ Geology, Soils, and Seismicity
- ◆ Hydrology and Water Quality
- ◆ Public Services and Utilities
- ◆ Hazards and Hazardous Materials
- CEQA Mandated Sections
 - ◆ Growth Inducing Effects
 - ◆ Irreversible Environmental Effects
 - ◆ Cumulative Impacts
 - ◆ Alternatives to the Proposed Project
- Draft Mitigation Monitoring and Reporting Program (MMRP)
- EIR Preparers and References

Each of the environmental analysis chapters will contain the following sections: Environmental Setting, Regulatory Framework, Impacts, and Mitigation Measures. Each EIR chapter is discussed further below.

Introduction, Executive Summary, Project Description

The introduction to the EIR will describe the CEQA process as implemented by the Town for the proposed Village at Loomis project and identify steps taken by the Town of Loomis to comply with relevant requirements, e.g., public scoping and notification. The Executive Summary will summarize the conclusions made in the EIR, presenting all potentially significant impacts and associated mitigation measures in a matrix format. The Project Description chapter will be prepared under Task 3. Final revisions to that chapter will be made as part of preparation of the Administrative Draft EIR.

Environmental Analyses

Land Use. The project site is governed by policies and standards of the *Town of Loomis General Plan*. Many of the land uses proposed for the Village at Loomis project are not consistent with the Town Zoning Ordinance and Town of Loomis General Plan designations for the site; thus the project proposes to amend the General Plan and Zoning Ordinance. The EIR will evaluate potential impacts related to inconsistencies with Town policies adopted for the purpose of mitigating or avoiding environmental effects and potential for adjacent placement of incompatible land uses. The analysis will be prepared through completion of the following specific tasks:

- Describe the character of the region, the project area, and its vicinity in terms of existing and planned development patterns and land uses. Identify adopted, planned and proposed development in the project area at buildout under the Town of Loomis General Plan.
- Describe existing land use and zoning designations in the vicinity of the project.

- Evaluate overall effects of the proposed project on the character of the study area. Identify potential for land use incompatibilities between the proposed project and existing adjacent land uses. Identify physical impacts that could result from inconsistencies with adopted plans or policies.
- Identify potential development on adjacent properties that could be facilitated by the proposed project.
- Identify mitigation measures for any significant land use impacts identified.

Population, Employment, and Housing. The EIR will evaluate any potential physical environmental impacts related to population, housing, employment, and the jobs/housing balance in the region that could result from the proposed project. The analysis will be prepared through completion of the following:

- Obtain existing baseline data from the County, SACOG, the State Department of Finance, and the Employment Development Department (EDD), as well as applicable data from the US Census and the Town's Housing Element to describe current household characteristics, and population and employment trends within the Town of Loomis and central/western Placer County.
- Quantify the population that could reside within the housing proposed as part of this project, and quantify the amount and types (including income ranges) of jobs that could be accommodated by the proposed commercial land uses within the project. This information would be based on data sources listed above and the Town's Loomis Town Center Implementation Plan Phase 1 Final Report (EPS 2010).
- Identify applicable local and state housing policies and assess to what extent this project is consistent with the Town's housing goals and policies, including the potential to provide affordable housing and the potential demand for affordable housing associated with the proposed project.
- Discuss how project buildout could affect population distribution, density and growth.
- Discuss the project's potential impact on the regional jobs/housing balance.
- Identify mitigation measures for any identified significant environmental impacts associated with population, employment, and housing.

Biological Resources. The project site is known to contain biological resources in the form of foothill woodland, annual grassland, riparian, and potential special-status species habitat. Dudek will prepare the biological resources chapter of the EIR based on data presented in the Biological Resources Assessment, Rare Plant Survey, and Wetland Delineation prepared by Salix Consulting, and the Arborist Survey prepared by Sierra Nevada Arborists.. The EIR will summarize the existing resources within the project site; identify applicable Town, State and federal regulations; identify and evaluate all potentially significant direct and indirect impacts on the natural environment, both onsite and offsite; and recommend mitigation measures specific to each impact. As necessary, Dudek will consult and coordinate with Town staff, the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the California

Department of Fish and Game to identify necessary mitigation measures to minimize or avoid project related impacts to special status species and ensure that the project complies with local, state, and federal laws regarding protection of biological resources. For example, the Town and Corps both have “no net loss” of wetlands policies that the project will be required to meet. The EIR will also analyze the project’s compliance with the Town of Loomis Tree Ordinance. Mitigation measures for impacts to biological resources will be formulated in coordination with Town staff and representatives of responsible and trustee agencies, as necessary.

Cultural Resources. The project site is also known to contain cultural and historic resources. Dudek will prepare the cultural resources chapter of the EIR based on data presented in the updated Cultural Resources Assessment. The EIR will summarize the existing resources within the project site and offsite improvement areas; identify applicable Town, State and federal regulations; evaluate the project’s effects on cultural resources; and recommend mitigation measures specific to each impact.

Aesthetics. Site context information (i.e., photos, topographical maps, site visits, conceptual architectural elevations, material samples, and photo simulations) will be used to conduct an analysis of pre- and anticipated post-project conditions as they relate to the visual characteristics of the project site. Specific tasks to be completed for the aesthetics analysis in the EIR will include:

- Describe the area’s existing visual character including the existing visual relationship of the project site with surrounding uses. Present the existing setting visually with photographs in the EIR.
- Assess aesthetic impacts of the proposed project on the existing character of the area adjacent to the project site. This assessment will include the compatibility of new construction with existing buildings, the visibility of the proposed project and any offsite improvements from all significant exterior viewsheds, and the ability of the proposed design guidelines to mitigate or avoid these impacts.
- Evaluate the consistency of the proposed residential and commercial development with the proposed design guidelines and applicable policies.
- Assess the potential for light and glare impacts from the project in relation to existing light levels, the sensitivity of neighboring residences, and Town policies regarding intrusive lighting.
- Identify mitigation measures and performance standards to reduce project visual impacts determined to be significant.

Transportation and Circulation. Dudek will prepare the EIR chapter on impacts to traffic and other forms of transportation (public buses, pedestrian, and bicycle) based on the traffic impacts analysis provided by the Town. It is expected that the impact analysis will be completed by KD Anderson & Associates on behalf of the project applicant, and that report will be peer reviewed by Town staff or under a separate Town consultant contract. It is assumed that the traffic study will be reviewed and accepted by the Town of Loomis prior to use for analysis in the EIR. This chapter will identify existing traffic conditions, traffic generated by the proposed project, and analysis of estimated impacts to area circulation and transportation resulting from the proposed project. Project contributions to cumulative traffic impacts in the area resulting from the project

and other approved/pending projects will also be analyzed in this chapter. The EIR will identify feasible mitigation measures as determined by the traffic impact analysis and Town staff, and will identify the residual significance (following implementation of mitigation measures) of any impacts identified.

Noise. Dudek will use the Noise Analysis Report prepared by BAC under Task 5 to prepare the EIR Noise chapter. The chapter will review the ambient noise environment and evaluate potential impacts to existing and future residents and sensitive receptors within the project area. Impacts will be determined based on the noise standards established by the General Plan. Dudek will incorporate the impacts and mitigation measures provided in the BAC report into the noise analysis contained in the EIR. Additional mitigation measures may be formulated from applicable policies and ordinances regulating noise within the Town.

Air Quality and Climate Change. Dudek will prepare the Air Quality and Climate change chapter based on the results of air quality modeling performed in Task 5. A summary of the results of the modeling and impact analysis will be presented in the EIR. Analysis will include comparison of modeled emissions to the identified thresholds of significance for both criteria air pollutants and for greenhouse gas emissions. Both short-term construction emissions and long-term operational emissions of the proposed project will be analyzed in determining air quality impacts likely to result from the proposed project. Analysis of potential air quality impacts to sensitive receptors in the project area and potential odor impacts of the project will also be provided. Mitigation measures for any significant air quality impacts identified will be developed in consideration of Placer County APCD recommendations.

Geology, Soils, and Seismicity. Dudek will prepare this EIR chapter based on information provided in the project's Geotechnical Investigation and grading plan. The grading plan will be presented as a graphic in the EIR while the Geotechnical Investigation will be provided as a technical appendix. The following tasks will be performed for the geology and soils section of the EIR:

- Describe soil conditions of the project site based on the data available (e.g., Geotechnical Investigation, and U.S. Department of Agriculture Natural Resources Conservation Service Soil Survey). This will include a summary of soil suitability and constraints for development.
- Identify geologic setting of the project area, including information regarding seismic hazards in the area.
- Evaluate the preliminary grading plan with respect to areas of grading, cut and fill amounts, slopes, road grades, retaining walls, and driveway grading. Assess potential impacts caused by grading activities in the vicinity of existing and proposed drainage areas.
- Evaluate the utility infrastructure plan and roadway improvements to identify any offsite impacts.
- Identify mitigation measures for any significant impacts identified, based on review of background data and Town development standards. This section will include specific Best Management Practice performance standards to address potential erosion impacts both during and after grading and construction.

Hydrology and Water Quality. The Hydrology and Water Quality chapter of the EIR will be based on the drainage analysis and preliminary grading and drainage plan provided by the applicant. It is assumed that all applicant-provided materials will be reviewed by the Town of Loomis Department of Public Works and accepted for use in the EIR analysis. Project impacts related to hydrology and water quality may include: increased rate and volume of runoff, changes in drainage patterns, impacts to floodplains, erosion and sedimentation, and water quality impacts resulting from runoff of urban pollutants. Completion of this chapter will include the following tasks:

- Describe and map the surface drainage pattern of the project area and adjoining areas, based on available aerial photographs, field observation, wetlands delineations, and existing drainage studies.
- Summarize the drainage network of the project area, including information on channel conditions, culvert locations and sizing, and capacity of existing drainage facilities to pass flows. This will include identification of flood hazards in the project area.
- Identify applicable local and State policies, programs, and standards associated with storm water detention and water resources. Discuss the NPDES Phase II program and describe how the proposed project will comply with the program.
- Identify pre- and post-development runoff and detention basin size(s) and location(s) based on the analysis presented in the applicant-prepared drainage study.
- Evaluate the preliminary drainage calculations and plans with regard to runoff amounts, the effect of concentrating runoff in structures and ditches, detention and retention facilities, and storm water discharge. This would also include a discussion of potential mosquito vector impacts and mitigation for impacts identified.
- Evaluate potential offsite impacts associated with extension of utility lines to the project site and offsite roadway improvements.
- Review BMPs proposed by the applicant, and discuss the adequacy of the proposed BMPs in reducing the potential pollutants to the maximum extent practicable. It is assumed that a preliminary BMP plan will be provided by the applicant.
- Identify mitigation measures, such as requirements for detention/retention of stormwater and BMPs consistent with Town standards for stormwater control, as necessary, and performance standards for implementation of such measures.

Public Services and Utilities. Construction of the project would result in an increase in demand for public services and utilities. The Public Services and Utilities chapter will evaluate the following:

- | | |
|--|-----------------------------|
| ▪ Law Enforcement | ▪ Fire Protection |
| ▪ Water Supply, Treatment and Distribution | ▪ Wastewater Disposal |
| ▪ Solid Waste | ▪ Electricity / Natural Gas |
| ▪ Schools | ▪ Libraries |
| ▪ Parks and Recreation | |

The following tasks will be performed for this section of the EIR:

- Contact service providers in order to determine existing service levels in the project area, including documentation regarding existing staff levels, equipment and facilities, service capacities, and planned service expansions. Review service provider Master Plans and other background documents. It is assumed that the project applicant will be responsible for requesting will-serve letters and providing copies of those letters to Dudek and the Town.
- Describe Town policies, programs, and standards associated with the provision of public services and utilities.
- Identify project impacts to public services and utilities. Identify all onsite and offsite improvements necessary to ensure that public services and utilities are available at the project site.
- Identify mitigation measures for any significant impacts identified in coordination with Town staff and applicable service providers.

Hazards and Hazardous Materials. Phase I Environmental Site Assessments have been prepared to identify potential hazards associated with the project site based on a review of records, historical data, and personal interviews. Dudek will prepare the Hazards and Hazardous Materials EIR chapter based on these reports as well as other pertinent information resulting from review of available planning documents. This section of the EIR will also qualitatively describe hazardous materials that may be used onsite during construction and those likely to be associated with proposed land uses. The EIR will identify any impacts from hazards or hazardous materials and will include mitigation measures for any impacts identified.

CEQA-Required Discussions in EIR

Growth Inducing Effects. Dudek will work with the Town of Loomis staff to establish the anticipated growth conditions in the project area and parameters for consideration of any secondary impacts from growth. This would include development on the adjacent Quong property as well as other potential development in the vicinity. Dudek will evaluate the potential of the proposed project to generate additional growth in the area using standard growth analysis criteria, such as the project's potential to foster economic or population growth or its potential to remove obstacles to population growth through extension of infrastructure.

Irreversible Environmental Effects. This section will summarize the major changes to the environment that would result from implementation of the proposed project. It will focus on the physical environmental changes in the project setting such as those caused by grading and paving, the level of commitments to use of non-renewable resources represented by the project, and potential for secondary impacts (related to population growth) that may place additional burdens on non-renewable resources.

Significant Unavoidable Adverse Impacts. Impacts that are both significant and unavoidable will be identified. These will be determined based on the analysis in the EIR and thresholds of significance established in the EIR or by regulatory agencies. Should there be significant unavoidable adverse impacts, these will need to be addressed in a Statement of Overriding Considerations.

Alternatives to the Proposed Project. Dudek staff will work in consultation with Town staff to develop alternatives to the proposed project that will be analyzed in the EIR. Each alternative will be evaluated based on the extent to which project objectives are met and the amount that impacts are reduced. If an offsite alternative to the proposed project is determined appropriate, Dudek assumes the Town will identify a suitable alternative location for analysis; however given the goal of developing the Village at Loomis area, it is unlikely that an offsite alternative location will be available. Dudek will prepare qualitative analyses of impacts from each alternative relative to the impacts of the proposed project, providing quantitative and comparative analysis where data is available (in accordance with recent case law and CEQA Guidelines Section 15126.6(d)). A conceptual site plan will be provided for each alternative and an overall summary of alternatives table will be included. Dudek will evaluate up to four project alternatives, including the "no project" alternative, as required by CEQA. The environmentally superior alternative will be identified.

Cumulative Impacts. Dudek will assess the impacts of the project in combination with other known, approved, or reasonably foreseeable development activity in the project area, including those associated with buildout of the Town of Loomis General Plan and other development anticipated in the project region. Assumptions will be coordinated with the cumulative traffic analysis and with the assumptions of other projects in the vicinity to ensure consistency. This section will identify appropriate mitigation measures feasible for implementation by the proposed project that may reduce the project's contribution to any potentially significant cumulative impacts.

Deliverables:	8 copies of the Administrative Draft EIR and Technical Appendices, electronic submittal
Meetings:	Progress meetings as needed (budgeted under Task 2)
Town Input:	Assist in developing alternatives to proposed project and defining the cumulative scenario, review ADEIR
Applicant Input:	Review ADEIR, respond to information requests

Task 7: Prepare Second Administrative Draft

If necessary based on the comments received, Dudek staff will meet with Town staff to review comments on the ADEIR and receive direction with regard to responses (meeting budgeted under Task 2).

Following the comment review meeting, Dudek will revise the ADEIR and provide the second ADEIR to the Town for review. This submittal will include a cover memo summarizing where each Town comment has been addressed in the EIR and will indicate changes with strikeouts and underlines in the text. This work program assumes that responding to Town comments on the first ADEIR will require a mixture of substantive corrections and editing, but no new

technical studies or site-specific data collection will be needed. Revisions to the Technical Appendices are not anticipated.

Mitigation Monitoring and Reporting Program

Dudek will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) for Town review concurrent with review of the second ADEIR. The MMRP will be prepared pursuant to Section 21081.6 of the Public Resources Code. For each mitigation measure contained in the EIR, the MMRP will identify: the party(ies) responsible for implementation (individuals, departments); timeframe and mechanism for monitoring; funding source(s); and monitoring and performance criteria (to measure success of mitigation).

To the extent feasible, Dudek will tie mitigation measures directly to required entitlements (e.g., grading and building permits).

- Deliverables:** 8 copies of the Second ADEIR and cover memo, electronic submittal of the Second ADEIR
- Meetings:** Comment review meeting, if necessary (budgeted under Task 2)
- Town Input:** Review second ADEIR
- Applicant Input:** Review second ADEIR, respond to information requests

Task 8: Prepare Screencheck Draft EIR and Public Draft EIR

Screencheck Draft EIR

Comments from the Town on the second ADEIR will be incorporated into the Screencheck Draft EIR. Dudek will submit the Screencheck Draft EIR, including Technical Appendices, to the Town for final review.

Draft EIR

Upon Town approval of the Screencheck Draft EIR, Dudek will prepare the Draft EIR for public review. Dudek will prepare hard copies and electronic copies (on CD-ROM) based on the Town's direction. The electronic copy of the document will be prepared for posting on the Town's website in accordance with the Town's requirements. It is assumed that the Town will be responsible for distribution of the Draft EIR to the State Clearinghouse and to other public agencies and interested parties.

Public Hearing

Dudek's Project Manager will attend one public hearing at the Planning Commission to respond to questions on the Draft EIR. While the Project Manager will take detailed notes on all comments received, Dudek assumes the Town will provide minutes or a transcription of the meeting as well. All verbal comments will be responded to in the Final EIR.

- Deliverables:** 4 copies of the Screencheck Draft EIR, 20 hard copies of the Draft EIR, 30 CD copies of the Draft EIR, and 15 hard copies of the Executive Summary
- Meetings:** Public Hearing (budgeted under Task 2)
- Town Input:** Distribute Draft EIR
- Applicant Input:** As directed by Town

Task 9: Prepare Administrative Final EIR

Dudek will prepare responses to all comments received from agencies and members of the public on the Draft EIR, including verbal comments recorded at the public hearing. This work program assumes that comments will not result in any substantive revisions to technical studies completed under this scope of work or lead to the need for new studies.

The introduction to the Final EIR will document the Town's CEQA process specific to this project. It will also provide an index of all changes made to the Draft EIR in response to comments received. The comments and responses will comprise the second section of the Final EIR, where each comment letter will be reproduced and specific responses to each comment will be provided. The third section of the Administrative Final EIR (AFEIR) will present those pages of the Draft EIR on which changes were made in response to comments.

Based on the size and location of the project and environmental resources in the area, it is anticipated that responding to comments will require a moderate level of effort. The amount and complexity of comments that may be received on the Draft EIR could be substantial. For budgeting purposes, the cost estimate associated with this task assumes that up to 60 individual comments of varying detail will be received, and that each comment will require an average of one hour of Dudek staff time to complete a draft response. The actual scope and budget for the Final EIR will depend on the comments received. Depending on the scope and content of the comments on the Draft EIR, Dudek may suggest a meeting with Town staff to review the anticipated responses (budgeted under Task 2).

- Deliverables:** 8 copies of the Administrative Final EIR, electronic submittal on CD-ROM
- Meetings:** If necessary, meeting to review comments on Draft EIR and receive Town direction (budgeted under Task 12)
- Town Input:** Review Administrative Final EIR
- Applicant Input:** Review Administrative Final EIR

Task 10: Prepare Screencheck Final EIR and Final EIR

Screencheck Final EIR

After the Town's review of the AFEIR, Dudek will revise the document and provide the Screencheck Final EIR to the Town for review. This submittal will include a cover memo summarizing where each Town comment has been addressed in the EIR and will indicate changes with strikeouts and underlines in the text.

Final EIR

Following Town review and approval of the Screencheck Administrative Final EIR, Dudek will produce a Final EIR for consideration by the Planning Commission. The Cost Estimate associated with this task assumes that the Final EIR will include the entire Draft EIR, with all changes tracked in underlined and strikethrough fonts.

Findings of Fact

Dudek will also prepare draft CEQA Findings for each significant effect identified in the Final EIR. If there are significant impacts that cannot be mitigated, Dudek will prepare a draft Statement of Overriding Considerations. Draft CEQA Findings will be submitted with the Screencheck Final EIR. Dudek has not retained legal counsel for this EIR and assumes that the

Findings and Statement of Overriding Considerations will be reviewed and approved by Town Counsel prior to their consideration for adoption by the Planning Commission and/or Town Council.

Public Hearing

Dudek's Project Manager will attend one public hearing at the Planning Commission and one public hearing at the Town Council to review the Final EIR. She will be available to answer questions regarding the EIR analysis and CEQA process. Costs for all meetings and the public hearing are reflected in the budget for Task 2.

- Deliverables:** 4 copies of the Screencheck Final EIR, 20 copies of the Final EIR, electronic submittal on CD-ROM
- Meetings:** Public hearings (budgeted under Task 2)
- Town Input:** Review Screencheck Final EIR; distribute Final EIR, coordinate and public notice hearings
- Applicant Input:** As directed by Town

Village at Loomis EIR Cost Estimate

Labor Category:	Principal	Enviro Specialist/ Planner V	Enviro Specialist/ Planner III	Enviro Specialist/ Planner I	Analyst	Architectologist I	GIS Specialist II	Technical Editor II	Labor Hours	Labor @ Billing Rates	Sub- Consultants	ODCs	Total
Billing Rate:	200.00	160.00	140.00	120.00	100.00	140.00	130.00	110.00					
Scope of Work Tasks:													
Task 1 Project Management	18.0	42.0							56.0	9,270.00			9,270.00
Task 2 Meetings	14.0	42.0							56.0	9,270.00		250.00	9,770.00
Task 3 Project Initiation and Public Scoping													0.00
Project Description	2.0	6.0			5.0		6.0	4.0	20.0	2,740.00			2,740.00
Scoping	2.0	8.0		4.0	8.0				26.0	3,400.00			3,400.00
Background Document Review	2.0	2.0	4.0		2.0				8.0	1,080.00			1,080.00
Task 4 Technical Study Reviews	12.0	12.0	4.0		4.0				24.0	3,440.00			3,440.00
Task 5 Technical Studies													0.00
Air Quality and Greenhouse Gases	18.0	18.0	20.0						34.0	5,680.00			5,680.00
Noise	2.0	2.0							2.0	320.00	8,750.00		9,070.00
Task 6 ADIR													0.00
Introduction	4.0				4.0				8.0	1,040.00			1,040.00
Executive Summary	4.0				6.0				10.0	1,240.00			1,240.00
Project Description	2.0								2.0	320.00			320.00
Land Use	6.0			24.0	6.0				36.0	4,440.00			4,440.00
Population/Housing/Employment	8.0	12.0		14.0					34.0	4,640.00			4,640.00
Biological Resources	6.0	12.0		12.0					30.0	3,600.00			3,600.00
Cultural Resources	4.0			12.0	8.0				24.0	2,880.00			2,880.00
Visual Resources	6.0				16.0				22.0	2,560.00			2,560.00
Transportation	18.0				14.0				32.0	4,280.00			4,280.00
Air Quality and Greenhouse Gases	4.0		8.0		18.0				30.0	3,560.00			3,560.00
Noise	4.0			22.0					26.0	3,280.00			3,280.00
Geology and Soils	6.0				16.0				22.0	2,560.00			2,560.00
Hydrology and Water Quality	6.0				16.0				24.0	2,760.00			2,760.00
Hazard and Hazardous Materials	4.0				18.0				22.0	2,440.00			2,440.00
Public Services/Utilities	6.0			12.0	16.0				34.0	4,000.00			4,000.00
CEQA Sections (Alternatives and Cumulative)	16.0	10.0		6.0	18.0				50.0	6,480.00			6,480.00
GVQC Document Production	24.0	14.0							94.0	13,770.00		900.00	14,670.00
Task 7 2nd ADIR and MMAP	22.0		24.0	6.0	30.0		4.0		100.0	12,660.00		450.00	13,110.00
Task 8 Screencheck & Public DIER	16.0			4.0	32.0		2.0		64.0	7,600.00		2,750.00	10,350.00
Task 9 A/E/E/R	12.0	32.0	24.0		36.0		2.0		134.0	17,820.00		350.00	18,170.00
Task 10 FEIR/Findings	6.0	26.0	8.0		20.0				76.0	10,240.00		850.00	11,090.00
Total Hours	74.0	346.0	114.0	116.0	303.0	4.0	40.0	102.0	1,104.0				
Total Billing	\$ 14,800.00	\$ 55,360.00	\$ 15,960.00	\$ 13,920.00	\$ 30,800.00	\$ 560.00	\$ 5,200.00	\$ 11,220.00		\$ 147,820.00	\$ 8,750.00	\$ 5,550.00	\$ 162,120.00

Village at Loomis Estimated CEQA Schedule

Task/Subtask	Elapsed Weeks for Task	Total Elapsed Weeks
Project Initiation and Document Review	1 week	1 week
NOP drafted	1 week	2 weeks
Town review of NOP	1 week	3 weeks
Edits/publication of NOP	1.5 weeks	4.5 weeks
NOP circulation and Scoping Meeting	4.5 weeks	9 weeks
ADEIR submitted	4 weeks from close of NOP circulation	13 weeks
Town review of ADEIR	3 weeks	16 weeks
2 nd ADEIR prepared	2.5 weeks	18.5 weeks
Town review	2 weeks	20.5 weeks
Screencheck DEIR prepared	1.5 weeks	22 weeks
Town review	1 week	23 weeks
Final edits/publication	1.5 weeks	24.5 weeks
Draft EIR circulation	6.5 weeks	31 weeks
AFEIR	3 weeks	34 weeks
Town review	2 weeks	36 weeks
Final edits/publication	2 weeks	37 weeks

**AGREEMENT FOR ADVANCEMENT OF FUNDS, REIMBURSEMENT AND
INDEMNIFICATION FOR PREPARATION OF AN EIR**

This Agreement ("Agreement") is made this ____ day of _____ 2014, by and between the Town of Loomis, a municipal corporation (the "Town"), and Todd Lowell of Lowell Development Inc., a corporation (the "Applicant"). The Town and Applicant are collectively referred to as the "Parties."

RECITALS

This Agreement is made with respect to the following facts:

A. The Applicant is the owner of that certain real property located at the eastern terminus of Library Drive, Town of Loomis, County of Placer, California and further identified as APNs: 043-080-007, -008, -015, -044 and 044-094-001, -004, -005, -006, and -010 and the Applicant represents the owners of that certain real property identified as 6015 Horseshoe Bar Road, APN 043-100-027 and 6045 Horseshoe Bar Road, APN 043-100-025 (the "Property").

B. The Applicant is contemplating the development of the Property for the purpose of The Village at Loomis, an infill project with commercial, single-family residential, and multi-family residential components. The project requires an environmental impact report (EIR). All of the above shall be referred to collectively as the "Project."

C. As a condition to the Town's completion of the Project EIR, the Applicant has agreed to advance an initial deposit and to subsequently reimburse the Town for all costs, fees, and expenses related to the Project EIR in the manner and amounts set forth in this Agreement whether such fees, costs, or expenses are incurred before or after Applicant submits a formal application to the Town and whether Applicant pursues any such application to completion. The Applicant's reimbursement of Town costs, fees, and expenses under this Agreement is for the purpose of ensuring that Town has the necessary resources to diligently and efficiently process the Applicant's Project EIR.

D. It is the intent of this Agreement that Applicant shall pay for all fees, costs, and expenses associated with the Project EIR, including, but not limited to, preparation of all documentation, agreements, studies, analyses, legal services, and any other activity reasonably associated with the Project, which will include, but not be limited to, the cost of in-house Town staff time and any consultants retained by the Town, and that this Agreement shall be construed broadly to further this intent.

AGREEMENT

NOW, THEREFORE, the Parties agree to as follows:

1. **Incorporation of Recitals.** The parties agree that the Recitals constitute the factual basis upon which Town and Applicant have entered into this Agreement. The Town and

Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. Town May Retain Consultants. As a necessary and indispensable part of its fact finding process relating to the review of the Applicant's proposed Project, the Town may retain, by means of contracts ("Consultants' Contract") in its reasonable and sole discretion, the services of Consultants to provide such environmental, fiscal, planning, public information, and legal advice as the Town may deem necessary in its sole discretion. The identity of the Consultants employed shall be as determined by the Town in its reasonable and sole discretion. The Town reserves the right, in its reasonable and sole discretion, to amend the Consultants' scope of work as it deems necessary and appropriate where such amendments are reasonably necessary and related to the Town's proper review and consideration of the Applicant's Project EIR. The Town may also replace Consultants at any time without consulting with the Applicant or obtaining the Applicant's approval. Notwithstanding the Applicant's reimbursement obligations under this Agreement, the Applicant agrees that the Consultants selected by the Town shall be the exclusive contractors of the Town and not of the Applicant.

3. Applicant to Cooperate with Consultants. The Applicant agrees to cooperate in good faith with the Consultants. The Applicant further agrees that it will instruct its agents, employees, consultants, contractors and attorneys to reasonably cooperate with the Town's Consultants and to provide all necessary documents or information reasonably requested of them by the Consultants; provided, however, that the foregoing shall not require the disclosure of any documents or information of the Applicant which by law is privileged, proprietary, confidential, or exempt from disclosure under the Public Records Act, to the extent permissible by law.

4. Applicant's Reimbursement of Consultant Costs and Expenditures. The Applicant agrees to reimburse the Town for one hundred percent (100%) of the actual costs, fees, resources and expenditures incurred by the Town relative to the Project. If Applicant does not reimburse all costs within thirty (30) days of the demand for payment, a penalty shall accrue on the unpaid amount at a rate of 12% per annum, compounded daily. Such resources include, but are not limited to, Town staff and applicable consultants, court costs, and cost incurred by the Town in connection with work performed by the Town Attorney, other legal counsel, consultants and experts, or any other direct or indirect costs associate with the Project. The Town may incur aggregate costs relative to the Project without specifically notifying the Applicant; however, the Town shall use reasonable good faith efforts to inform the Applicant of costs.

5. Payment of Consultant Costs. Town shall not be required to advance its own funds to pay Consultants. The Applicant shall advance an initial deposit to the Town consisting of 25% of the estimated cost of the EIR upon approval of the EIR contract. Thereafter the Town shall invoice the Applicant, and Applicant shall promptly deposit (within ten (10) days) sufficient funds with Town to enable Town to make timely payment to consultants pursuant to the Consultants' Contract with Town.

Within fifteen (15) days following receipt of written demand therefore by the Applicant, the Town shall provide the Applicant with such reasonable documentation as the Applicant may request to substantiate any demands for payment.

Applicant understands that, despite the Town's efforts to hire qualified Consultants, it is possible that the work of any Consultant may, in the Town's opinion, prove to be defective, which may in turn lead to the Town refusing to pay some portion of Consultants' bills and/or the Town terminating the services of the Consultants. In such situations, the Town may assign, and the Applicant shall accept, the obligation of resolving and/or paying any outstanding bills of such Consultants. If litigation ensues concerning Consultants' bills, Applicant must indemnify, defend, and hold harmless the Town in that regard, except that if the litigation concerns Town's nonpayment to Consultants and Applicant has paid Town for Consultants' fees at issue, Applicant shall not be required to indemnify, defend, and hold harmless the Town in that regard. In any situation in which a Consultant is discharged, the Town will, pursuant to Section 2 through 4, retain other Consultants at Applicant's expense.

(i)

6. Indemnification, Defense and Hold Harmless.

(a) Applicant hereby acknowledges and agrees that Applicant shall defend, indemnify, release and hold harmless the Town and its agents, officers, attorneys, elected officials, consultants (whether professional, legal, technical, or other), independent contractors and employees ("the Town's Agents") from any and all damage, liability or loss, or any claim of damage, liability or loss, including without limitation attorneys' fees or costs (including claims for "private attorney general" fees), connected with or arising out of any action, proceeding or alternative dispute resolution process (collectively, "Action") against the Town or the Town's Agents to: (1) attack, set aside, void, or annul the actions of the Town or the Town's Agents related to development of the Project, including without limitation any decision, determination, or action made or taken approving, supplementing or sustaining the Project or any part thereof, or any related approvals or Project conditions imposed by the Town or the Town's Agents concerning the Project; or (2) to impose personal liability against the Town's Agents resulting from or arising out of their involvement in the Project.

(b) In the event of any such Action, the Town and Applicant shall confer and cooperate with each other in response to such Action, including the use of outside consultants and/or legal counsel; however, this Agreement to 'confer and cooperate' shall in no way be construed to limit the Town's independence in its response to such Action, including without limitation, its authority in connection with the retention and/or use of outside consultants and/or legal counsel, nor shall it obligate the Town to in any way compromise or alter its attorney-client relationships or confidences with legal counsel or outside consultants. To the extent that the Town uses any of its resources, including, without limitation, the fees and expenses of outside consultants, attorneys and experts, in responding to any Action, Applicant shall reimburse the Town in accordance with this Agreement for the use of such resources within thirty (30) days of the Town's written demand for payment. Such resources include, but are not limited to, staff time, court costs, and Town Attorney's or other Town legal counsel's, agent's or consultant's time at a rate equal to its total costs, or any other direct or indirect costs associated with responding to the Action. If Applicant does not reimburse all costs associated with responding to

the Action within thirty (30) business days of the Town's written demand for payment, interest shall accrue on the unpaid amount at a rate of ten percent (10%) per annum, calculated monthly.

(c) The Town shall promptly notify Applicant of any Action.

(d) The Town may actively participate, at Applicant's expense, in the defense of any Action in which it is named as a party. If the Town retains outside counsel, agents, or consultants at Applicant's expense as part of Town's active participation, then the Town shall exercise sole, reasonable control and supervision over such Agents.

(e) No settlement of any such Action shall be binding on the Town unless the Town approves of the settlement in writing.

7. Town to Retain Absolute Discretion. The Applicant acknowledges and agrees that notwithstanding the Applicant's reimbursement obligations under this Agreement, the Town is not obligated to approve any or all of the proposed uses or permits for the Property, to approve any environmental documents or general plan or municipal code amendments which may be required for any of the uses contemplated for the Property and/or the Project. The Applicant warrants and represents that no Town official, officer, employee, agent or attorney has represented, expressly or impliedly, that the Town will approve any proposed use of the Property and/or the Project. The Applicant understands: that there may be numerous legislative and quasi-judicial decisions to be made by the Town with regard to the development of the Property and/or the Project; that all such decisions of the Town with regard to the Property and/or the Project and the contemplated uses of the property and/or the Project will be made only after compliance with all the Town's statutory and other legal obligations and after considering all appropriate information and evidence; and that such evidence may cause the Town to disapprove any or all of the contemplated uses of the property and/or the Project. Notwithstanding anything in this Agreement to the contrary, the Town retains all authority and discretion granted to it by law to approve, disapprove or modify any of the proposed uses of the Property and/or Project.

The Applicant further understands that the Town shall not be bound by any recommendations or conclusions reached by the Consultants and that the Town may accept or reject, in whole or in part, any such recommendations or conclusions that the Town, in its reasonable and sole discretion, deems to be unreasonable or contrary to the Town's land use ordinances and regulations or State statutes or regulations.

8. Term. The term of this Agreement shall commence on the date that this Agreement is approved by the Town and fully executed by the Parties and shall terminate when all work required by each Consultants' Contract has been completed to the Town's reasonable satisfaction and the Applicant has satisfied all of its obligations under this Agreement including, without limitation, the obligation to pay the Town for all Costs, whether or not paid by the Town to a Consultant prior to the date of termination. The Applicant's obligation to reimburse the Town as provided in this Agreement, as well as Applicant's obligation to indemnify the Town pursuant to Section 7, shall survive the termination of this Agreement.

9. Early Termination. The Town, in its sole discretion, may terminate this Agreement prior to the term set forth in Section 9 above, without cost or liability to the Town, upon thirty (30) days prior written notice to the Applicant. The Applicant, upon thirty (30) days' prior written notice, may, in its reasonable and sole discretion, terminate this Agreement prior to the end of the term set forth in Section 9 above, provided, however, that the Applicant has satisfied all of its obligations under this Agreement to the date of termination regarding reimbursement to the Town of all Costs, and furthermore, that the Applicant has given Town written notice withdrawing its application(s) for the Project.

Within two (2) Town working days following either the Town's decision to terminate this Agreement or the Town's receipt of written notice indicating the Applicant's decision to terminate this Agreement, the Town shall notify the Consultants and instruct them to cease work under any Contracts. The Consultants shall be instructed to bill the Town for any work completed prior to the date of termination of the Consultant Contract.

10. Remedies Upon Default. An event of default shall be deemed to exist upon the occurrence of all of the following:

(a) The Applicant has, without legal justification or excuse, breached any one or more of its obligations under this Agreement; and

(b) The Town has sent written notice to the party claimed to be in default, specifying the default and what actions the non-defaulting party asserts should be taken to remedy the default; and

(c) The Applicant claimed to be in default has not, within ten (10) days following receipt of the written notice described above, either corrected the default or taken actions, reasonably satisfactory to the Town, to remedy the default within a reasonable period of time, but in no event longer than thirty (30) days after receipt of the written notice described in (b) above.

Following an event of default, the Town may exercise any and all remedies available to it pursuant to this Agreement, or at law or in equity, including, without limitation, instituting an action for damages, injunctive relief, or specific performance.

11. Nonwaiver of Rights or Remedies. The Town's failure to exercise any one or more of its rights or remedies under this Agreement shall not constitute a waiver of the Town's right to enforce that right or seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by the Town shall preclude the Town from asserting any right to remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions by the Town shall be deemed to be an implied modification of the terms of this Agreement.

12. Assignability. This Agreement may not be assigned by the Applicant without the prior and express written consent of the Town. In determining whether to approve a request by the Applicant to assign this Agreement, the Town may consider, among other things, the

proposed assignee's financial status and commitment to the Project. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

13. No Oral Modifications. This Agreement represents the entire understanding of the Town and Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by the authorized representatives of both the Town and the Applicant. All modifications to this Agreement must be approved by the Town.

14. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the Applicant and its respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

15. Legal Challenges. Nothing herein shall be construed to require Town to defend any third party claims and suits challenging any action taken by the Town with regard to any procedure or substantive aspect of the Town's approval of development of the property and/or the Project, the environmental process, or the proposed uses of the property and/or the Project. The Applicant may, however, in its sole and absolute discretion appear as real party in interest in any such third party and action or proceeding. If the Town defends such action or proceeding, the Applicant shall be responsible and shall reimburse the Town for any and all legal fees and costs that may be incurred by the Town in defense of such action or proceeding. The Town shall have the absolute right to retain such legal counsel as the Town deems necessary and appropriate. Applicant shall reimburse Town in the event of any award of Court costs or attorneys' fees is made against Town in favor of any third party including, but not limited to, a third party challenging either the sufficiency of any environmental documents/certifications or the validity of the Town's approval of the Application in connection with the Property and/or the Project.

16. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the Town or the Applicant against the other to challenge the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal aid equitable remedies available to it, its actual attorneys' fees and costs of such litigation and/or arbitration, including, without limitation, filing fees, service fees, deposition costs, arbitration of costs and expert witness fees, including actual costs and attorneys' fees on appeal.

17. Jurisdiction and Venue. This Agreement is executed and is to be performed in the Town of Loomis, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Placer, California. The Town and the Applicant each consent to the personal jurisdiction of the court in any such action or proceeding.

18. Time is of the Essence. Except as otherwise expressly stated, time is of the essence in the performance of each and every action required of Applicant pursuant to this Agreement.

19. Covenant of Further Assurances. The Applicant shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this Agreement.

20. Interpretation. The Town and the Applicant agree that this Agreement is the product of mutual negotiations and is an arms-length transaction. Each party has negotiated this Agreement with the advice and assistance of legal counsel of its own choosing.

It is further agreed that the terms of this Agreement shall be construed in accordance with the meaning of the language and shall not be construed for or against either party by reason of authorship and the rule that ambiguities in a document shall be construed against the drafter of the document shall have no application to this Agreement. In construing and interpreting this Agreement, the finder of fact shall give effect to the mutual intention of the Town and the Applicant, notwithstanding such ambiguity, and may refer to the facts and circumstances under which this Agreement is made and such other extraneous evidence as may assist the finder of fact in ascertaining the intent of the Town and the Applicant.

21. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the Town and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

22. Headings. The headings of each section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each section.

23. Representations of Authority. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

24. Notices. Notices required under this Agreement shall be sent to the following:

If to the Town:

Town of Loomis
Attn: Town Manager
3665 Taylor Road
Loomis, CA 95650

If to the Applicant:

Attn: _____

Notices given pursuant to this Agreement shall be deemed received as follows:

(a) If sent by United States Mail – five (5) calendar days after deposit into the United States Mail, first class postage paid.

(b) If by facsimile – upon transmission and actual receipt by the receiving party.

(c) If by express courier service or hand delivery – on the date of receipt by the receiving party.

The addresses to notices set forth in this Section 24 may be changed upon written notice of such change to either the Town or the Applicant, as appropriate.

25. Days. Unless otherwise specified to the contrary, “days” in this Agreement shall mean calendar, not business, days.

26. Public Record. This Agreement shall be a public record of the Town.

**TOWN OF LOOMIS,
a municipal corporation**

Dated: _____

By: _____
_____, Town Manager

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

Lowell Development Inc.

Dated: _____

By: _____

Todd Lowell,

APPROVED AS TO FORM:

Legal Counsel for Applicant