



## Staff Report August 8, 2017

---

**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Robert F. King, Town Planner  
**DATE:** July 27, 2017  
**RE:** Flying change Farms Equestrian Center #17-08, Preparation of Initial Study/Mitigated Negative Declaration Award of Environmental Services Agreement

---

### Recommendation

Adopt the resolution awarding the Environmental Services Agreement to Adrienne Graham and Associates and authorizing the Town Manager to execute the attached agreement for the preparation of an Initial Study/Mitigated Negative Declaration (ISMND) consistent with the California Environmental Quality Act (CEQA) for the evaluation of the proposed "Flying Change Farm Equestrian Center," Project #17-08 at a not to exceed amount of \$40,370.

### Issue Statement and Discussion

An application was received from Grace Kamphefner to construct and operate a private equestrian center, "Flying Change Farms," for maximum of 55 boarded horses on a 40-acre site on James Road, approximately ¼ mile north of Rocklin Blvd. The site was the proposed location of the "Poppy Ridge II" Subdivision which was never built, and has since expired.

Staff released a Request for Proposals to qualified environmental consulting firms and received four proposals. The proposals were reviewed by the Town Manager, Town Engineer and Town Planner and after evaluation, Adrienne Graham and Associates was selected to prepare the ISMND based on the following factors:

1. The proposal showed a better understanding of the project's issues and was more specific in addressing the objectives of the Town.
2. The firm's proposal had the shortest timeline, maintaining a tight schedule for project completion.
3. The firm's cost was the median between the highest and lowest bids.
4. The firm's previous experience in the Loomis area, along with experience in similar projects, assures the work will be done on time and on budget.

**CEQA Requirements**

As required by the California Environmental Quality Act, Adrienne Graham and Associates will prepare an IS\MND to evaluate the construction and operation of a private equestrian center on James Road approximately ¼ north of Rocklin Road, in the town of Loomis.

**Financial and/or Policy Implications**

The project applicant, Grace Kamphefner has signed a Reimbursement Agreement (Attachment C) with the Town, to fund the cost of the preparation of the IS\MND, and deposited the full cost of its preparation in the Town' Trust account.

**Attachments**

- A. Resolution
- B. Contract
- C. Reimbursement Agreement
- D. Proposal

TOWN OF LOOMIS

RESOLUTION NO. 17 -

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS AWARDING AN ENVIRONMENTAL SERVICES AGREEMENT TO ADRIENNE GRAHAM AND ASSOCIATES AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT ACCEPTABLE TO THE TOWN FOR THE PREPARATION OF AN INITIAL STUDY\MITIGATED NEGATIVE DECLARATION FOR THE EVALUATION OF THE FLYING CHANGE FARMS EQUESTRIAN CENTER PROJECT (APPLICATION #17-08) NOT TO EXCEED \$40,370**

**WHEREAS**, Grace Kamphefner submitted an application to obtain a Conditional Use Permit, to construct and operate an equestrian center on a 40.00 acre site on James Road approximately ¼ mile north of Rocklin Blvd.; and

**WHEREAS**, upon review of the application, it was determined an Initial Study\Mitigated Negative Declaration is required as per the California Environmental Quality Act (CEQA); and

**WHEREAS**, Staff sent out Request for Proposals to qualified environmental consulting firms and received four proposals that were reviewed by the Town Manager, Town Engineer and Town Planner; and

**WHEREAS**, after careful evaluation, Adrienne Graham and Associates was selected to prepare the Initial Study\Mitigated Negative Declaration at a cost not to exceed \$40,370; and

**WHEREAS**, the project applicant has signed a Reimbursement Agreement with the Town to fund the cost of the preparation of the Initial Study\Mitigated Negative Declaration and deposited the full cost of its preparation in the Town's Trust Account.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town of Loomis accepts the proposal of Adrienne Graham and Associates and hereby authorizes the Town Manager to execute an agreement acceptable to the Town for the preparation of an Initial Study\Mitigated Negative Declaration for the evaluation of the Flying Change Farms Equestrian Center Project (Application #17-08) not-to-exceed \$40,370.

**PASSED AND ADOPTED** by the Council of the Town of Loomis this 8th day of August, 2017 by the following vote:

- AYES:**
- NOES:**
- ABSTAINED:**
- ABSENT:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**CONTRACT FOR SERVICES**

**THIS CONTRACT** is made on August 8, 2017, by and between the TOWN OF LOOMIS ("Town"), and Adrienne Graham and Associates ("Consultant").

**WITNESSETH:**

**WHEREAS**, the Town has need of a firm to prepare an Environmental Impact Report and Mitigation Monitoring and Reporting Plan for Application #17-08 the "Flying Change Farm Equestrian Center"; and,

**WHEREAS**, the Consultant has presented a proposal for such services to the Town, dated July 21, 2017 (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## **2. TERM OF CONTRACT**

A. The services of Consultant are to commence upon receipt of written notice to proceed from the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "A."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of six months to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed **\$28,270**, as shown in Table 2 of Exhibit A without Town's prior written approval.

B. The Town may request the preparation of Additional Studies but only upon the Town's prior written approval, and not to exceed a total of **\$12,100** as shown in Table 3 of Exhibit A.

C. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

D. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed to the total work required by this Contract, subject to Section 4.

## **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than **14** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF TOWN:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

**8. COMPLIANCE WITH LOCAL LAW:**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies

Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of



any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000**. per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. **Professional Liability.** The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

## **17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Robert F. King, Town Planner  
Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

Consultant: Adrienne Graham, Principal  
Adrienne Graham and Associates  
4533 Oxbow Drive  
Sacramento, CA 95864

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

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

Town Manager

**ATTEST:**

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

Town Clerk

**APPROVED AS TO FORM:**

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

Town Attorney

**CONSULTANT**

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

Title: Principal

**EXHIBIT A**

**Schedule of Performance**

**EXHIBIT B**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

**[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**CONSULTANT**

**By:**

**Principal**

**AGREEMENT FOR ADVANCE OF FUNDS**

(Reimbursement Agreement for Preparation of Environmental Document)

Flying Change Farms Equestrian Center Conditional Use Permit #17-08  
Initial Study\Mitigated Negative Declaration

\_\_\_\_\_, A California \_\_\_\_\_ herebys agree to advance to the TOWN OF LOOMIS, a municipal corporation ("the Town") the sum of \$40,370 (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. GRACE KAMPHEFNER (the Developer) understands and agrees that the term "Project", as used in this Agreement, including any changes or modifications to the Project. In addition to the Funds, GRACE KAMPHEFNER agrees to make available for use by the Town in the preparation of environmental documentation for the Project copies of the studies, mapping, reports, and other documentation prepared for this project.

1. The advance of Funds shall be made to the Town upon execution of this Agreement for Advance of Funds (hereinafter "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 GRACE KAMPHEFNER.
3. The Developer fully understand and agree to each of the following:
  - a. Developer acknowledges 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, Developer may be called upon to make further deposits. If additional funds are required, Developer agrees to negotiate in good faith with the Town for the amount required; provided, however, that if for any reason the Town's request for further deposits from the 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 from GRACE KAMPHEFNER.
  - b. Developer agrees 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 Developer 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, and Consultant 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 the Developer.

f. The Developer 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 and Consultant 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: \_\_\_\_\_  
Town Manager

GRACE KAMPHEFNER:

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

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

## **Exhibit A**

### **Project Description**

The Town of Loomis has received an application to construct and operate an private equestrian center "Flying Change Farms" to include a 40 stall barn, a 250ft by 120ft covered riding arena, a 250ft by 150ft outdoor arena, a 210ft by 75ft outdoor arena, and a maximum of 55 boarded horses. The facility will not host horse shoes or similar events. The site has a single residence, which will be the on-site manager's quarters. The topography is characterized by moderate slopes, with several large stands of oaks, along with one major drainage. The site is zoned RE Residential Estate, and Residential Estate in the General Plan.

On June 30, 2006 the Planning Commission adopted a Mitigated Negative Declaration (MND) and approved Tentative Subdivision Map "Poppy Ridge II" dividing the property into 16 parcels, which subsequently expired. A new Mitigated Negative Declaration will prepared for the "Flying Change Farms" Equestrian Center incorporating relevant studies of the previously adopted Mitigated Negative Declaration (MND).

July 20, 2017

Robert F. King  
Town Planner  
Town of Loomis  
3665 Taylor Road  
P.O. Box 1330  
Loomis, CA 95650

**Subject: Proposal to Prepare the Initial Study and Mitigated Negative Declaration for the Flying Change Farms Equestrian Center Project**

Dear Mr. King:

Please accept the enclosed proposal to prepare the Initial Study and Mitigated Negative Declaration (IS/MND) for the Flying Change Farms Equestrian Center Project. The proposed Scope of Work, Schedule and cost are based on the information contained in the Request for Proposal, review of Town documents and application materials, discussions with you, and my extensive experience preparing CEQA documents, including the 2006 Poppy Ridge 2 IS/MND.

I bring to the project 25 years of preparing CEQA and NEPA documents for a wide range of projects, including over 30 CEQA documents within Placer County, including the Poppy Ridge 2 MND and the Homewood Lumber Relocation MND for the Town of Loomis. In addition to traditional mixed-use, residential and commercial development and infrastructure projects, my experience includes less common projects, such as Air Force base reuse, a cemetery, sports arenas, a dog park and ski lifts. This experience, coupled with several decades of horse ownership, riding and showing, will enable me to quickly and fully grasp the elements of the project that could affect the environment, anticipate information needs and agency concerns, craft feasible mitigation and efficiently prepare a thorough, concise Initial Study.

For this proposal, I have assumed that the applicant's consultants will prepare or update studies as needed, which I will review for CEQA adequacy. However, I have also included optional costs for several studies in case the Town would prefer that they be prepared under the CEQA consultant's contract. For biological resources and cultural resources, the optional tasks would be prepared by the same consultants who prepared the original reports, which will streamline preparation of the studies.

I look forward to the opportunity to work with you on this project, and would be happy to respond to any questions or concerns you have.

Sincerely,



Adrienne L. Graham, AICP

**PROPOSAL TO PREPARE THE  
INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE  
FLYING CHANGE FARMS EQUESTRIAN CENTER PROJECT**

**Background**

On June 30, 2006, the Planning Commission adopted a Mitigated Negative Declaration (MND) and approved a Tentative Subdivision Map for the Poppy Ridge 2 project, which divided a 40-acre property into 16 parcels. That project was not constructed, and the map has expired. Recently, the Town received a proposal for the same project site, but with a different land use—an equestrian center. The proposed use is allowed under the adopted General Plan land use designation and zoning of the property.

The Town is seeking a consultant to prepare a new Mitigated Negative Declaration for the Flying Change Farms Equestrian Center (proposed project). It is anticipated that information from the Poppy Ridge 2 MND and associated studies will be used to the extent appropriate for the new MND.

The proposed project would construct and operate a private equestrian center, which would include a 40-stall barn, a 250' x 120' covered riding arena, a 250' x 150' outdoor arena, a 210' x 75' outdoor arena and associated facilities. A maximum of 55 horses would be boarded at any one time. Up to five clients are expected to trailer in on a daily basis. The facility will not host horse shows or similar events. The site has a single residence, which would be the on-site manager's quarters. Two additional employees would live off site.

Due to the site characteristics (based on the Poppy Ridge 2 MND), the size of the proposed project and the nature of project construction and operations, it appears that the project would not have any significant environmental effects that cannot be mitigated to a less-than-significant level, and that therefore an MND would be the appropriate CEQA document. If during preparation of the MND an issue arises that may not be mitagable to a less-than-significant level, the consultant will notify Town staff immediately.

No technical studies are included as part of this scope. The consultant will use the studies prepared for Poppy Ridge 2 to the extent that they are still applicable. It is assumed that the applicant will provide new or updated studies where the existing studies are out of date. For example, the wetland verification has expired, so a new wetland verification is needed for the project. Also, depending on the extent of grading and construction activities, construction emissions may require calculation. The consultant will review any new or updated studies for adequacy. If requested, the consultant will suggest subconsultants to prepare new or updated studies and/or revise the Scope of Work to include such subconsultants, and the scopes and costs for the studies. The proposed Cost provides estimates for possible additional studies.

**Scope of Work**

The following tasks will be undertaken to prepare a Mitigated Negative Declaration for the Flying Change Farms Project.

## **Task 1: Project Initiation**

The consultant will review existing documentation regarding the project, including studies prepared for the Poppy Ridge 2 MND, the project application (including project description), grading plan, comments from agencies, and any other pertinent project documents provided by the Town and/or applicant. A meeting with Town staff and the applicant could occur during this task to discuss the proposed project, CEQA process, scope, schedule or other items as warranted.

The consultant will work with the Town and applicant to identify studies that need to be updated. The consultant will review any new or updated studies to ensure they are adequate for the CEQA document. If requested, the Consultant will engage subconsultants that are acceptable to the Town to prepare additional studies.

A records search will be requested from the North Central Information Center (NCIC) to determine if more recent cultural resource studies have been prepared in the project vicinity and/or whether an updated cultural resource study is needed. It is assumed that the Town staff will undertake AB 52 consultation with any tribes that have requested it.

The consultant will prepare a draft Project Description based on information provided by the Town and applicant. The Project Description will include:

- A description of the project and its environmental setting;
- The location of the project on an attached map;
- The relationship of the project to the General Plan and the Poppy Ridge 2 project; and
- Required entitlements and project approvals.

As part of this effort, the consultant will prepare a list of questions regarding the project.

## **Task 2: Prepare Administrative Draft Initial Study (ADIS)**

The consultant will prepare the ADIS in accordance with CEQA. The Initial Study will describe the existing conditions within the project site and evaluate the extent to which the proposed project would adversely affect those conditions. Where appropriate, Town policies and regulations that would reduce project impacts will be identified. If a project impact could be still be significant, additional project-specific mitigation measures will be identified, where feasible measures are available.

Information developed for the Poppy Ridge 2 MND will be updated and used to the extent appropriate, with the exception of any new or updated studies. It is assumed that existing, updated or new studies will be prepared to address biological resources (wetlands, biological resources, arborist report), cultural resources, and hazardous materials, and that the Town and/or other agencies will provide information needed to evaluate the impacts related to traffic, public services and utilities. It appears that the proposed project would not exceed the Placer County Air Pollution Control District's screening criteria for operational air emissions and greenhouse gasses, so these impacts will be evaluated qualitatively. If additional quantitative analysis is needed, the consultant will inform the Town and recommend a subconsultant who could prepare the analysis. Other impacts (e.g., agricultural resources, geological resources, mineral resources, noise) will be evaluated based on existing documentation and data that are

accessible from publicly available resources, such as other CEQA documents for nearby projects and Department of Conservation maps.

### Optional Tasks

Cost estimates for four potential optional studies are provided in Table 3, below—construction emissions, cultural resource assessment update, wetland delineation update and verification and updated biological assessment. If requested by the Town, one or more of these studies could be added to the consultant Scope of Work. If there are other studies that the Town would like added to the Scope of Work, the consultant will work with the Town to identify the appropriate subconsultant and obtain a scope and cost from that consultant.

*Construction Emissions:* If the extent of grading and/or construction activities warrant, ESA Associates will model construction-related air pollutant emissions according to Placer County Air Pollution Control District (PCAPCD) protocols, and prepare a memorandum summarizing the modeling methods and outcomes. Model outputs will be attached to the memo. If the construction emissions would exceed PCAPCD thresholds, mitigation will be recommended.

*Wetland Delineation:* If requested, Jeff Glazner of Salix Consulting, Inc. will update the 2004 wetland delineation. Mr. Glazner prepared the original Poppy Ridge 2 wetland delineation and Biological Assessment for North Fork Associates (that firm is no longer in business). Mr. Glazner would conduct a field visit, make any necessary revisions to the delineation and submit it to the US Army Corps of Engineers for verification. The cost for this optional task assumes that there have been no major changes in the site conditions and that the Corps will issue an office verification.

*Biological Assessment:* If requested, Mr. Glazner will update the Biological Assessment based on a new records search through the California Natural Diversity Database and a field visit. The original report will be revised as needed. The cost for this optional task assumes that the site conditions have not changed substantially.

*Cultural Resource Assessment:* If requested, Peak & Associates, the firm that prepared the original Cultural Resource Assessment, will prepare a new report based on the new records search and a field survey. The report will include the record search results, cultural background, resource descriptions and evaluation of resources (to the degree possible), and recommended mitigation measures.

### **Task 3: Prepare the Public Review Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration (IS/MND)**

Based on one consolidated set of comments from the Town and applicant, the consultant will revise and finalize the Draft Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration. The consultant will submit a Screencheck DIS/MND for limited review by Town staff to ensure that comments received on the Administrative Draft have been adequately addressed.

It is assumed that the Town will undertake all noticing and will distribute copies of the Notice of Availability (NOA) and any copies of the IS/MND to responsible agencies and interested parties, except for the State Clearinghouse. The consultant will prepare the Notice of Completion (NOC) and submit 15 copies of the IS/MND to the State Clearinghouse. The consultant will also provide assistance with the text of notices, if requested.

#### **Task 4: Prepare Responses to Comments**

After close of the public comment period, the consultant will prepare written responses to comments received on the Initial Study. These comments and responses will be provided to the Town for incorporation into the staff report. If needed, the consultant will prepare an errata identifying corrections to the Draft Initial Study. It is assumed that no more than 10 comment letters or a total of 25 comments will require responses. The consultant does not anticipate that these comments will raise new issues on the proposed project, or require additional quantitative analysis. Should this not be the case, the consultant will immediately initiate discussion with Town staff on how best to conduct this extra work.

#### **Task 5: Prepare the Mitigation Monitoring and Reporting Program**

The consultant will prepare an administrative review copy of the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include in tabular form all mitigation measures identified in the Initial Study, and will identify the timing of measures and the parties responsible for implementing and monitoring each measure. After review by Town staff, the MMRP will be revised and finalized.

#### **Task 6: Project Management, Meetings and Hearings**

The consultant will attend up to two meetings with Town staff, the applicant and/or others (as directed by staff). Additional meetings, if necessary, will be reimbursed on a time-and-materials basis. The consultant will also attend one Planning Commission hearing and one Town Council meeting.

#### **Products**

- Electronic copy (word text files and pdf) and 3 hard copies of the Administrative Draft Initial Study provided to the Town.
- Electronic copy (word text files in track changes) and 1 hard copy of the Screencheck Initial Study in track changes provided to the Town for final review.
- 15 pdfs on disk with 15 hard copy summaries of the public review Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration submitted the State Clearinghouse (accompanied by a NOC) by the consultant.
- 35 bound hard copies, 1 unbound hard copy, and 1 electronic copy (pdf) of the Draft IS/MND provided to the Town.
- Electronic copy (word text files) of draft responses to comments provided to the Town.
- Electronic copy (word text files) and 1 hard copy of the Administrative Draft MMRP provided to the Town.
- Electronic copy (word text files and pdf files) and 1 hard copy of the revised MMRP provided to the Town.

#### **Meetings/Hearings**

- Attendance at up to 2 meetings.
- Attendance at 1 Planning Commission hearing and 1 Town Council hearing.

## **Schedule**

The consultant is prepared to complete the CEQA process according to the durations shown in Table 1, below. This schedule shows the entire environmental review being completed in approximately 21 weeks (exclusive of vacations, holidays and hearings) after authorization to proceed. Factors that could lengthen or shorten the schedule include receipt of technical analyses from the Town or applicant, length of the Town reviews, and unanticipated issues arising from Town staff review of the environmental documents.

## **Cost Estimate**

The total cost for the IS/MND is estimated to be \$28,270, which includes printing of documents as itemized above, as shown in Table 2. Billing will be on a time and material basis, and only time spent and costs incurred will be billed. A 10 percent administrative fee will be added to direct costs and consultants, and mileage will be billed at \$0.50/mile.

As discussed above, the Cost assumes that the applicant will provide any required studies or updates to Poppy Ridge 2 studies. However, if requested, the Consultant will contract with subconsultants to prepare additional studies or updates. Cost estimates for four potential studies are provided in Table 3.

The estimated cost of preparing the IS/MND is based on knowledge of the project at this time. If the comments on the public review IS/MND exceed 10 pages, a total of 25 comments requiring responses, and/or raise new issues requiring additional analysis, the consultant may wish to renegotiate the cost based on the level of comment received.

Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional meetings or hearings; printing of additional copies of documents; analysis of additional issues above those discussed in this proposal or at a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of portions of the DIS, responses to comments and/or MMRP; collection of data required for the IS beyond that described in this proposal; and/or excessive comments on the Administrative and Screencheck IS/MND, responses to comments or the MMRP. The consultant would propose to renegotiate these items, if required, or charge on a time-and-materials basis.



<b>Table 1 Flying Change Farms Project Project Tentative Schedule</b>	
<b>Task</b>	<b>Duration</b>
Authorization to Proceed and receipt of project information	Not applicable
<b>Task 1: Project Initiation</b>	
Provide draft Project Description to Town	2 weeks after authorization to proceed
Town and Applicant Review	1 week
Receipt of new/updated studies	1 week
<b>Task 2: Provide ADIS to the Town</b>	4 weeks after receipt of new/updated studies and requested information
Town provides ADIS comments to consultant	1 week
<b>Task 3: Prepare IS/MND</b>	
Provide Screencheck ADIS to the Town	2 weeks
Town provides Screencheck comments to consultant	1 week
Finalize IS/MND	1 week
Public Review Period	30 days
<b>Tasks 4 &amp; 5: Prepare Responses to Comment and MMRP</b>	2 weeks
Town review of responses and draft MMRP	1 week
Finalize responses to comments and draft MMRP	1 week
<b>Planning Commission Hearing</b>	n/a
<b>Town Council Hearing</b>	n/a
<b>Total</b>	<b>21 weeks plus hearings</b>
Notes: 1. ADIS requires a minimum of 6 weeks to prepare after authorization to proceed is received, regardless of when project information and studies are received. 2. Durations are exclusive of holidays and vacations. 3. Assumes that new/updated studies and information that are provided are complete and do not require revisions or further research/review.	

<b>Table 2 Flying Change Farms Project Project Cost Estimate</b>		
	<b>Hours</b>	<b>Cost Per Task</b>
<i>Labor</i>		
Task 1 Project Initiation	20	
Task 2 Prepare ADIS	54	
Task 3 Prepare Public Review IS/MND	20	
Task 4 Prepare Responses to Comment	16	
Task 5 Prepare MMRP	8	
Task 6 Project Management, Meetings and Hearings	30	
Total Hours	148	
Hourly Rate	\$165	
Total Consultant Labor	\$24,420	\$24,420
<i>Subconsultants</i>		\$1,000
Word processing and graphics	\$1,000	
<i>Expenses</i>		\$2,500
NCIC Records Search	\$400	
Delivery, Postage, Printing	\$1,500	
Miscellaneous	\$600	
<i>Administration Fee (10%)</i>		\$350
<b>Total Budget</b>		<b>\$28,270</b>

<b>Table 3 Estimated Costs for Resource Studies/Updates</b>		
<b>Study/Update</b>	<b>Estimated Cost</b>	<b>Total Cost (includes 10% Admin Fee)</b>
Wetlands Delineation	\$2,500	\$2,750
Biological Resources	\$2,500	\$2,750
Construction Emissions	\$2,500	\$2,750
Cultural Resources	\$3,500	\$3,850

## **Adrienne L. Graham, AICP**

### **RESUME**

Adrienne L. Graham is a certified planner with 25 years of experience preparing CEQA and NEPA documents. Ms. Graham prepared and managed CEQA and NEPA documents at EIP Associates (now PBS&J) for almost 13 years, eventually becoming a principal with the firm. She has been an independent consultant for over 12 years, working with an extensive network of subconsultants who are recognized experts in their areas of expertise and who understand the demands of CEQA and NEPA analyses. Ms. Graham also serves as a contract planner for development projects.

Ms. Graham's specific expertise includes:

- CEQA Project Manager for a variety of projects involving the analysis of public policy and land use issues, including residential and mixed-use developments and public improvements.
- Consulting planner for CEQA and planning processes.
- Extensive CEQA experience having served on the management teams for a variety of complex and high-profile projects.
- Adept at tailoring CEQA analyses to the project under consideration, resulting in streamlined documents that thoroughly evaluate project impacts.
- Also experienced with preparation of supplemental, subsequent and tiered environmental documents, as well as joint CEQA/NEPA environmental documents.
- Manages projects that are often prepared within tight budget and schedule constraints.
- Analyses of cultural and visual resources, public services, land use, and other technical sections of EIRs for projects involving buildings, annexations, residential developments, redevelopment plans, institutional expansions, water and wastewater treatment plants, and other projects.

#### **PROJECT EXPERIENCE**

The following projects are examples of environmental documents prepared, managed and/or directed by Ms. Graham.

##### ***Urban/Mixed Use Development***

Poppy Ridge 2 Mitigated Negative Declaration, Town of Loomis  
Homewood Lumber Relocation Project Mitigated Negative Declaration, Town of Loomis  
Village 1 Specific Plan EIR, City of Lincoln  
Quarry Row Subdivision Project Focused EIR, City of Rocklin  
Entertainment and Sports Complex (King's Arena) EIR, City of Sacramento  
Martis Valley West Parcel Specific Plan, CREW LLC  
Village at Squaw Valley Specific Plan, Squaw Valley Development Company, LLC  
Baltimore Ravine Specific Plan and EIR, City of Auburn  
Crocker Knoll Subdivision MND, City of Lincoln  
Placer Vineyards Specific Plan, Environmental Planning Services, Placer County  
Railyards Specific Plan 2017, City of Sacramento  
Planada Community Plan EIR, Merced County  
Le Grand Rezone Project Mitigated Negative Declaration, Merced County  
Le Grand Community Plan EIR, Merced County  
Twelve Bridges Specific Plan Subsequent and Supplemental EIRs and Addenda, City of Lincoln  
East Park, East Ridge, Eastlake, Lincoln Crossing, Three D and Twelve Bridges Specific Plan EIRs and subsequent CEQA documents, City of Lincoln  
Creekside Village Project MND and NEPA Environmental Assessment, City of Lincoln

## **A. Graham Resume, page two**

Clover Meadows Subdivision Project MND, City of Lincoln  
Delhi Community Plan EIR, Merced County  
Hilmar Community Plan EIR, Merced County  
Railyards Specific Plan 2007 EIR, City of Sacramento  
Railyards Specific Plan/Richards Boulevard Area Plan EIR, City of Sacramento  
East End Gateway Site 1 EIR, Capitol Area Development Authority, Sacramento  
East End Office Complex Tiered EIR, State of California  
Capital Area Plan Update EIR, State of California  
CADA Site 13 EIR, Capitol Area Development Authority, Sacramento  
CADA Sites 2, 3, and 4 EIR and Addenda, Capitol Area Development Authority, Sacramento  
University Community Plan EIR, Merced County  
Spring Lake Specific Plan EIR, City of Woodland  
North Roseville Specific Plan EIR, City of Roseville  
Lincoln City Hall and West Placer Unified School District Building EIR, City of Lincoln  
Hewlett-Packard Master Plan EIR, City of Roseville  
10<sup>th</sup> & H Mixed-Use Project EIR, City of Modesto  
Castle Air Force Base Reuse Plan and LAMBRA EIR, Castle Joint Powers Authority  
Tower Park Housing Disposition Negative Declaration, City of Modesto  
Discovery Centre EIR, City of Sacramento  
Presidio Trust Master Plan EIS, Presidio Trust  
CALPERS Headquarters Expansion Project EIR, CALPERS

### ***Infrastructure and Other Projects***

State Route 65 Widening CEQA/NEPA Clearance, City of Lincoln  
7<sup>th</sup> Street Extension Project EIR and NEPA Compliance, City of Sacramento  
Southeast Area Transportation Study Phase I EIR and NEPA Compliance, City of Sacramento  
Spring Lake Specific Plan Detention Basin, City of Woodland  
Capital Facilities District Supplemental EIR, City of Woodland  
Capital Improvement Program Update EIR and Subsequent EIR, City of Roseville  
SR 160/Richards Boulevard Categorical Exemption  
Lincoln Stormwater Management Plan Initial Study and Mitigated Negative Declaration, City of Lincoln  
Addenda for Ingram Slough and Auburn Ravine Flood Control Improvements, City of Lincoln  
Dog Park at Core Area Pond Initial Study/MND, City of Davis  
Santa Clara Street Memorial Park, Placer County Cemetery District #1  
Red Dog, Big Blue, Siberia Lift Replacement Projects, Squaw Valley Resort  
Hot Wheels Lift Replacement and Expansion, Alpine Meadows  
Fresno Event Center EIR, California State University Fresno  
Southeast High School EIR, Woodland Joint Unified School District

### **EDUCATION AND AFFILIATIONS**

B.A. in Philosophy, University of California, Santa Cruz  
American Institute of Certified Planners (#120029)  
Member, Association of Environmental Professionals  
Member, American Planning Association