



## CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, January 18, 2024

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel ([https://www.youtube.com/channel/UCTyifT\\_nKS-3woxEu1ilBXA](https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA)) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us). To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

## AGENDA

**MEETING PROCEDURES:** *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

### AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us) at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

### AGENDA REPORTS

Staff reports for each agenda item are available for review at [www.clearlake.ca.us](http://www.clearlake.ca.us). Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at [www.clearlake.ca.us](http://www.clearlake.ca.us).

**Zoom Link:** <https://clearlakeca.zoom.us/j/84070608548>

Or One tap mobile:

+16694449171,,84070608548# US

+13462487799,,84070608548# US (Houston)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 444 9171 or +1 346 248 7799 or +1 719 359 4580 or +1 720 707 2699 or +1 253 205 0468 or +1 253 215 8782 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000

Webinar ID: 840 7060 8548

International numbers available: <https://clearlakeca.zoom.us/j/kcar42laNJ>

**A. ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION/MOMENT OF SILENCE:** *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is voluntary and invocations are to be less than three minutes, offered in a solemn and respectful tone, and directed at the City Council. Invitational speakers who do not abide by these simple rules of respect and brevity shall be given a warning and/or not invited back to provide a subsequent invocation for a reasonable period of time, as determined appropriate by the City. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faith represented and practiced among the citizens of Clearlake. If a scheduled invitational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us).*

**D. ADOPTION OF THE AGENDA** *(This is the time for agenda modifications.)*

**E. PRESENTATIONS**

1. Presentation of January's Adoptable Dogs
2. Presentation of Public Safety Recognition Award to Officer Eagle
3. Presentation by Public Works Director Leyba of Public Works Projects
4. Presentation of Certificates of Appreciation for Breakfast with Santa Volunteers

**F. PUBLIC COMMENT:** *This is the time for any member of the public to address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Council or staff to discuss issues brought forth under Public Comment.** The Council cannot take action on non-agenda items. Concerns may be referred to*

*staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

- G. CONSENT AGENDA:** *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.*

- 5. Authorization of an Amendment of On-Call Contract with LACO Associates for the MIT Storm Drain Plan  
Recommended Action: Move to amend the contract with LACO Associates in the amount of \$45,585.00.00.
- 6. Minutes of the December 13, 2023 Lake County Vector Control District Board Meeting  
Recommended Action: Receive and file
- 7. Minutes  
Recommended Action: Receive and file
- 8. Approval of Code Enforcement Supervisor and Chief Building Inspector Positions and Update of the 23/24 FY Salary Schedule; Resolution No. 2024-02  
Recommended Action: Adopt resolution
- 9. Approve the Purchase from National Food Equipment of Walk-in Freezer Unit for the Senior/Community Center not to exceed \$88,500  
Recommended Action: Waive Competitive Bidding Requirements and Approve the Purchase

**H. BUSINESS**

- 10. Discussion and Consideration of Contracts Related to the Preparation of Environmental Review for the Clearlake Airport Redevelopment Project  
Recommended Action: Waive Competitive Bidding Requirements and Approve the Contracts with Gary Price Consulting, California Engineering Company and LSW Architects and Authorize the City Manager to Sign the Agreements.
- 11. Review and Approve the Submittal of the FY 24-25 ROPS for the period of July 1, 2024 through June 30, 2025  
Recommended Action: Approve and Authorize Review with the County Board and for the Chair to sign the resolution.

**I. CITY MANAGER AND COUNCILMEMBER REPORTS**

**J. FUTURE AGENDA ITEMS**

**K. ADJOURNMENT**

POSTED: January 15, 2024

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is fluid and cursive, with the first name "Melissa" and the last name "Swanson" clearly distinguishable.

Melissa Swanson, Administrative Services Director/City Clerk





# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Authorization of an Amendment of On-Call Contract with LACO Associates for the MIT Storm Drain Plan

**MEETING DATE:** April 6, 2023

**SUBMITTED BY:** Adeline Brown, Public Works Director

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

#### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve an amendment to the current on call contract with LACO Associates in the amount of \$45,585.00.

#### BACKGROUND/DISCUSSION:

The city solicited proposals for on-call engineering services to provide various engineering services. Each individual contract has a clause containing a not-to-exceed \$200,000 amount. A proposal for additional services for a more comprehensive study was received for the Drainage and Stormwater System Survey Services in the total amount of \$45,585.00. Any amounts exceeding \$200,000 are required to be authorized by a written amendment. In order to move forward with this contract, staff is requesting approval to authorize the additional amount of \$45,585.00.

This project is funded through the Community Development Block Grant for \$500,000, of which \$370,000 has been allocated for this activity.

#### OPTIONS:

1. Move to amend the on-call contract with LACO Associates in the amount of \$45,585.00.
2. Other direction

#### FISCAL IMPACT:

☐ None ☒ \$45,585.00.00 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: MIT PPS

Comments:

#### STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

- ☐ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

**SUGGESTED MOTIONS:**

Move to amend the contract with LACO Associates in the amount of \$45,585.00.00.

☐ **Attachments:**

## MINUTES OF PREVIOUS MEETING

**December 13, 2023**

The regular monthly meeting of the Board of Trustees of the Lake County Vector Control District was called to order at 1:35 PM by President Giambruno.

Board Present: Curt Giambruno, Rob Bostock, Frank Lincoln, Ronald Nagy, and George Spurr.

Absent: None.

District Personnel: Jamesina J. Scott, Ph.D., District Manager and Research Director, and Ms. Jacinda Franusich, Office Manager.

Guests: None.

Citizen's Input: None.

Agenda Additions and/or Deletions: None.

**Approve Minutes of November 8, 2023 Regular Meeting with a Correction to the Check Numbers to Include Checks 22164-22178. Making the Total Expenditures for November 2023 \$102,177.88**

Mr. Spurr moved to approve the Board Minutes of November 8, 2023 regular meeting with a correction to the check numbers to include checks 22164-22178 making the total expenditures for November 2023 \$102,177.88. Mr. Nagy seconded the motion. Motion carried unanimously.

**Research Report**

Dr. Scott reported on arbovirus activity. This year in Lake County, twenty-six mosquito samples tested positive for West Nile virus (WNV), and eight dead birds tested positive for West Nile virus. In addition, five cases of WNV human illness, including one fatal case, were reported in Lake County residents.

On October 20, 2023 a locally-acquired case of dengue virus illness was reported in Pasadena, CA and a second case was reported in Long Beach, CA on November 1.

In California, 42 counties have reported West Nile virus activity. Three hundred forty-three cases of WNV human illness have been reported from 35 counties, including eleven fatalities. In addition, 849 WNV-positive dead birds have been reported from 31 counties, 4,512 WNV-positive mosquito samples have been reported from 31 counties, 187 WNV-positive sentinel chickens have been reported from 17 counties, and 31 horses from 20 counties have been confirmed with WNV infections.

Sixteen human cases of St. Louis encephalitis virus (SLEV) have been reported from nine California counties. In addition, 728 mosquito samples from fifteen counties tested positive for SLEV.

In the rest of the nation, 2,284 human cases of West Nile virus illness have been reported from forty-six states.

Eastern equine encephalitis virus (EEEV) infections have been reported in residents from four states. All the cases were neuroinvasive, and one case was fatal.

Jamestown Canyon virus (JCV) has been reported in residents from six states. One of the cases was fatal.

Twenty-eight human cases of La Crosse encephalitis virus (LACV) were reported in residents from nine states. All but one case was neuroinvasive.

Thirty-three human cases of Powassan virus (a tick-borne virus) have been reported in residents from ten states. All the cases were neuroinvasive, and six cases were fatal.

Eighteen human cases of St. Louis encephalitis virus (SLEV) have been reported in residents of three states. Eleven cases were neuroinvasive, and two cases were fatal.

There have been eighty-nine cases of travel-related chikungunya virus, four cases of travel-related Zika virus, and 1,108 travel-related cases of dengue virus illness reported in the United States this year. No locally-acquired cases of Zika or chikungunya virus have been reported in the US this year, but 119 locally-acquired cases of dengue virus were reported from Florida, Texas, and California. In addition, 639 locally-acquired cases of dengue virus illness were reported from Puerto Rico.

Dr. Scott reported on adult biting fly activity. Carbon dioxide-baited traps were set in Hidden Valley during November. Among the mosquito species collected were *Culiseta inornata*, and *Aedes melanimon*.

New Jersey light traps were set near Borax Lake and in the Reclamation near Upper Lake. A variety of mosquito species and biting black gnats were collected in low numbers.

Dr. Scott reported on tick testing. One tick has been submitted for identification and testing this season. It was negative for Lyme disease.

Dr. Scott reported on Clear Lake gnat, Chironominae, and Tanypodinae surveillance in Clear Lake. Clear Lake gnat larval counts in the Upper Arm averaged 0.96 larvae per dredge. Chironominae averaged 27.79 larvae per dredge in November. Tanypodinae averaged 0.18 larvae per dredge in November.

### **Operation Report**

During November, 1.9 inches of rain were recorded in the District's rain gauge. The level of Clear Lake was at 2.15 feet on the Rumsey Gauge on November 1, and ended the month at 2.10 feet on November 30.

Eight service requests for yellowjackets were completed in November. This is the largest number of service requests the District has ever received in November.

Two District vehicles that had been declared surplus were listed for auction on GovDeals.com in November. The auctions will close at 6:00 PM and 7:00 PM on Wednesday, December 13, 2023.

The District renewed its Cooperative Agreement with the California Department of Public Health (CDPH) in November.

The District's Alumaweld boat is back in service. In addition, Hillside Powersports and Marine replaced the downrigger that was stolen off the boat while it was parked in their lot for 2.5 months awaiting parts and repairs.

During November District Vector Control Technicians worked on their vehicles, including building mounts to install the ultra-low volume fogging machine on the new Toyota Tacoma.

The District's outside auditors Zach Pehling and Carly Pehling conducted the District's annual financial audit on November 22. Mr. Pehling expects to present his report to the Board early in 2024.

On November 15, the District's certified staff attended a continuing education program in Yuba City. The event was sponsored by the Sacramento Valley Region of the MVCAC.

Dr. Scott is conducting an in-depth review of the District's policy handbook and will be recommending updates as needed.

Dr. Scott attended the Employer Risk Management Authority (ERMA) Board of Directors Meeting in Sacramento on November 6. Dr. Scott serves as the Vector Control Joint Powers Agency (VCJPA) Board Alternate.

On November 8, Dr. Scott attended a webinar about CalTRUST, a joint powers agency established by California public agencies for California public agencies, to offer pooled investment solutions.

Dr. Scott met with the District's new trustee, Mr. Frank Lincoln on November 13. Dr. Scott gave Mr. Lincoln a tour of the District's facilities on Esplanade, Todd Road, and the Reclamation property.

Dr. Scott attended the California Special Districts Association live web event: Guide to New Board Member Orientations in November.

Dr. Scott met with the District's Labor Negotiator, Austris Rungis of Industrial Employers Distributors Association (IEDA) to begin preparing for the Memorandum of Understanding negotiations of 2024.

Dr. Scott will be attending the Mosquito and Vector Control Association of California annual planning workshop and Board of Directors meetings in Sacramento on December 5-7.

### **Consideration of Policy Handbook Updates**

- a. Policy 2335: Job Description – Laboratory Technician I
- b. Policy 3050: Travel Policy

After some discussion Mr. Bostock moved to approve the Policy Handbook Updates: Policy 2335: Job Description – Laboratory Technician I, and Policy

3050: Travel Policy. Mr. Spurr seconded the motion. Motion carried unanimously.

**Approve Checks for the Month of December 2023**

Mr. Nagy moved to approve Check Nos. 22179–22239 for the month of December 2023 in the amount of \$93,412.24. Mr. Spurr seconded the motion. Motion carried unanimously.

**Other Business**

No other business was discussed.

**Announcement of the Next Regular Board Meeting**

The next regular meeting of the Board of Trustees of the Lake County Vector Control District will be at 1:30 P.M. on January 10, 2024 in the LCVCD Board Room, 410 Esplanade, Lakeport, CA 95453.

Mr. Nagy moved to adjourn the meeting. Mr. Lincoln seconded the motion. There being no other business the meeting was adjourned by President Giambruno at 2:17 P.M.

Respectfully submitted,

Ronald Nagy  
Secretary



## **CITY COUNCIL REGULAR MEETING**

**Clearlake City Hall Council Chambers  
14050 Olympic Dr, Clearlake, CA**

**Thursday, November 02, 2023**

**Regular Meeting 6:00 PM**

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### **MINUTES**

**Zoom Link:** <https://clearlakeca.zoom.us/j/88099663205>

#### **A. ROLL CALL**

#### **B. PLEDGE OF ALLEGIANCE**

#### **C. INVOCATION/MOMENT OF SILENCE**

#### **D. ADOPTION OF THE AGENDA**

Motion made by Council Member Overton, Seconded by Council Member Cremer.

Voting Yea: Mayor Perdock, Vice Mayor Claffey, Council Member Cremer, Council Member Overton, Council Member Slooten

#### **E. PRESENTATIONS**

1. Presentation of November's Adoptable Dogs
2. Presentation of Certificates of Appreciation to Trunk or Treat Volunteers and Donors

#### **F. PUBLIC COMMENT**

Mary LeCroix spoke regarding receiving a parking ticket for parking in a handicap zone without a placard. He paid a \$275 fine. Further, he asked for consideration of lowering the fine.

Andrew Kirkendall asked for a change in the city manager due to his management and ideologies. Mr. Kirkendall further stated the city manager has financially burdened the city.

#### **G. CONSENT AGENDA**

3. Consideration of Resolution 2023-45 approving a temporary street closure for the Annual Christmas Parade and tree lighting on December 2, 2023.  
Recommended Action: Approve Resolution 2023-45 for the temporary street closure.
4. Warrants  
Recommended Action: Receive and file



5. Minutes  
Recommended Action: Receive and file
6. Adoption of the Second Amendment to the Agreement Between the City of Clearlake, City of Lakeport, and County of Lake for Operation of a Local Public, Educational, Governmental (PEG) Cable Television Channel  
Recommended Action: Approve amendment and authorize the Mayor to sign
7. Memo Regarding Holiday Closures of City Hall Administration Office  
Recommended Action: Receive and file

#### **H. BUSINESS**

8. Discussion and Possible Action Related to the Proposed Request for a Rate Increase by Golden State Water Company (Application 23-08-010)  
Recommended Action: Provide Direction to Staff

City Manager Flora gave the staff report.

It was the consensus of the Council to direct the City Manager to submit a letter of support for a proposed consolidation and to join the proceedings of the rate increase.

9. Discussion and Consideration of Adoption of Employee Home Loan Assistance Program  
Recommended Action: Direction to Staff

City Manager Flora gave the staff report.

It was the consensus of the Council to direct staff to move forward with staff's recommendation to develop guidelines for the Employee Home Loan Assistance Program.

#### **I. CITY MANAGER AND COUNCILMEMBER REPORTS**

#### **J. FUTURE AGENDA ITEMS**

#### **K. CLOSED SESSION**

- (10) CONFERENCE WITH LEGAL COUNSEL – LIABILITY CLAIMS - Claimant: Alan Mangels; Agency Claimed Against: City of Clearlake

CONFERENCE WITH LEGAL COUNSEL – LIABILITY CLAIMS - Claimant: Alan Mangels; Agency Claimed Against: City of Clearlake

Motion to deny the claim of Alan Mangels.

Motion made by Council Member Overton, Seconded by Council Member Cremer.  
Voting Yea: Mayor Perdock, Vice Mayor Claffey, Council Member Cremer, Council Member Overton, Council Member Slooten

**L. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION**

**M. ADJOURNMENT**

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is written in a cursive, flowing style. The first name "Melissa" is written with a large, looped 'M' and the last name "Swanson" follows in a similar cursive script.

Melissa Swanson, Administrative Services Director/City Clerk



# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Approval of Code Enforcement Supervisor and Chief Building Inspector Positions and Update of the 23/24 FY Salary Schedule; Resolution No. 2024-02

**MEETING DATE:**  
January 18, 2024

**SUBMITTED BY:** Melissa Swanson, Administrative Services Director/City Clerk

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

#### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt the job description for the Code Enforcement Supervisor position and the updated job description for Chief Building Inspector, set the salary ranges for both positions at Range 43, and authorize the positions for the 2023-24 Fiscal Year budget.

#### BACKGROUND/DISCUSSION:

##### CHIEF BUILDING INSPECTOR/PLANS EXAMINER

The City currently contracts with BRP Consulting for building inspections and plans examination. Recently, the inspector dedicated to the City gave notice that he accepted a new position elsewhere. This resulted in an evaluation of what would be the best solution for his replacement. In this assessment of organizational efficiencies and effectiveness, staff determined the need for the full-time position of Chief Building Inspector/Plan Examiner.

The increasing complexity of construction projects, a growing population, and the requirement for stringent adherence to building codes underscore the necessity for a dedicated professional in this role. The Chief Building Inspector/Plans Examiner would play a pivotal role in overseeing and coordinating the inspection process for new construction and renovations, not only ensuring compliance with building regulations but also streamlining the inspection and plan review workflow.

As the City experiences continued growth, the demand for building inspections has risen significantly. A dedicated Chief Building Inspector would enhance our ability to meet citizen and businessowner demand while maintaining the highest standards of safety and regulatory compliance.

The Chief Building Inspector position was adopted in 1998, and staff has updated the description to emphasize plans examination and to report to the City Manager. With the Council's approval, the position would be placed at Range 44, \$69,474.86 - \$84,447.12 annually. A copy of the redlined

description is attached. The positions will be included in the Clearlake Middle Management Association.

**CODE ENFORCEMENT SUPERVISOR**

The Code Enforcement Supervisor position has historically overseen building inspections prior to the City’s contract with BRP Consulting. With the proposed adoption of the Chief Building Inspector/Plans Examiner classification, the Code Enforcement Supervisor no longer be the lead on-staff inspector. However, there may be an extenuating circumstance when the Code Enforcement Supervisor may be called on to perform inspections, if qualified. To reflect this, the attached job description was drafted for Council’s consideration. This position would also be at salary Range 44 \$69,474.86 - \$84,447.12 annually.

There would be no change to the salary or the bargaining unit for the Code Enforcement Supervisor.

**OPTIONS:**

- 1. Move to adopt Resolution No. 2024-02.
- 2. Other direction

**FISCAL IMPACT:**

☐ None      ☐ \$      Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☐ Yes ☒ No      If yes, amount of appropriation increase: \$

Affected fund(s): ☒ General Fund    ☐ Measure P Fund    ☐ Measure V Fund    ☐ Other

Comments:

**STRATEGIC PLAN IMPACT:**

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☐ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☒ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

**SUGGESTED MOTIONS:**

Move to adopt Resolution No. 2024-02.

- ☒ **Attachments:**
- 1) Redlined Chief Building Inspector/Plans Examiner Job Description
  - 2) Code Enforcement Supervisor Job Description
  - 3) Resolution No. 2024-02

**CITY OF CLEARLAKE****CHIEF BUILDING INSPECTOR/[PLANS EXAMINER](#)****DEFINITION**

Under general direction, to supervise, assign, review and participate in the work of staff responsible for providing plan checking, building inspection and permit issuance services; to perform advanced level building inspection and plans examining duties; and to provide responsible staff assistance to the [City Manager](#)/Director of Community Development.

**SUPERVISION EXERCISED**

Exercises direct supervision over building inspection and clerical staff.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Plan, prioritize, assign, supervise and review the work of staff responsible for providing plan checking, building inspection and permit issuance services within the Community Development Department.

Participate in the selection of assigned staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Prepare various reports on operations and activities.

Recommend and assist in the implementation of Building Division goals and objectives; establish schedules and methods for providing assigned services; assist in the development and implementation of policies and procedures.

Participate in the development and implementation of the Building Division work plan; supervise and perform complex building inspection duties in various trade specialties including plumbing, electrical, mechanical, structural and finish work; review and evaluate assigned services, methods and procedures.

Participate in preparing the Building Division budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies, participate in the administration of the approved budget.

Check plans submitted for residential dwelling units, commercial, office and manufacturing buildings, signs, walls, fences and other structures for compliance with the Uniform Building Code and related regulations; make calculations and computations to determine compliance with pertinent structural, safety, fire and health regulations; approve plans and issue permits for the work to be performed.

## **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Confer with owners, builders architects, engineers, developers, contractors, a variety of agencies and the general public in acquiring information, coordinating building inspection and plan review matters, and advising as to the content and interpretation of pertinent regulations.

Serve as a liaison for the Building Division with other City departments, divisions, contractors, builders, developers and outside agencies; negotiate and resolve significant and controversial issues.

Administer, interpret and enforce the provisions of the building code and other municipal regulations as they apply to building matters; prepare and recommend modifications to building code provisions.

Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to Building Division programs, policies, and procedures as appropriate.

Provide complex technical and administrative support to the [City Manager](#)/Director of Community Development and City Council on building related matters; direct special projects and research as assigned.

Develop and review staff reports related to building inspection and plan review; present reports to a variety of commissions, committees boards and the City Council.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of building inspection and plans examining.

Respond to and resolve difficult and sensitive citizens inquiries and complaints.

## **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as required.

## **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

### **Knowledge of:**

Operations, services and activities of a building inspection and plans examining program.

Principles of supervision, training and performance evaluation.

Modern principles and practices of building inspection and plans examining.

Methods and techniques of effective technical report preparation and presentation.

Research methods and sources of information related to building inspection and plans examining.

Recent developments, current literature and sources of information related to building inspection and plans examining.

Municipal budgeting procedures and techniques.

Pertinent Federal, State, and local laws, codes and regulations including the Uniform Building, Plumbing, Mechanical, and Electrical Codes.

Civil engineering principles, practices, and methods as related to structural engineering.

Principles of structural design, engineering mathematics and soil engineering.

Methods, materials, techniques and equipment used in the construction of facilities.

Safe work practices.

Safe driving principles and practices.

**Skill to:**

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

**Ability to:**

Supervise, train and evaluate assigned building inspection and clerical staff.

Analyze and develop policies related to building inspection and plans examining.

Interpret apply and ensure compliance with Federal, State and local rules, laws and regulations.

Identify, coordinate, and resolve a wide variety of interests in the development and enforcement of building codes and Department policy.

Prepare and analyze technical and administrative reports, statements and correspondence.

Analyze, interpret and check complex plans, specifications, calculations, laws, and regulations.

Interpret building inspection policies and procedures to contractors, homeowners and the general public.

Prepare ordinances and code amendments.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**Experience and Training Guidelines:**

*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Four years of increasingly responsible experience in the design, construction and inspection of public, commercial, industrial and residential buildings including one year of administrative and supervisory responsibility.

**Training:**

Equivalent to the completion of the twelfth grade supplemented by college level course work in architecture, construction technology, civil engineering, or related field.

**License or Certificates:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of I.C.B.O. certification as a combination building inspector and plans examiner.

**Special Requirements:**

*Essential duties require the following physical abilities and work environment:*

Ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, twist, climb, and lift 25 lbs; exposure to noise, outdoors, confining work space, electrical hazards, mechanical hazards and dust.

Effective: ~~July 1, 1998~~ January 18, 2024



**CITY OF CLEARLAKE**  
**CODE ENFORCEMENT SUPERVISOR**

**DEFINITION**

Under general supervision, this position is responsible to supervise, assign, review and participate in the work of staff responsible for providing code enforcement services for the City.

**SUPERVISION EXERCISED**

Exercises direct supervision over code enforcement personnel.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for performing duties in support of the City's code enforcement program including enforcing compliance with City regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters of public concern.

Establish schedules and methods for providing code enforcement services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.

Monitor work activities to ensure compliance with established policies and procedures.

Research, draft, and rewrite municipal codes; oversee and participate in the development of forms and processes utilized to address various issues.

Participate in the selection of code enforcement staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Participate in the preparation and administration of the code enforcement program budget; submit budget recommendations; monitor expenditures.

Perform the full range of code enforcement duties; perform a variety of field and office work in support of the City's code enforcement program; enforce compliance with City regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters of public concern.

Receive and respond to citizen complaints and reports from other agencies and departments on alleged violations of City zoning and related municipal codes and ordinances; interview complainant and witnesses; conduct investigations and provide recommendations for resolution.

Conduct field investigations; inspect properties for violations; attempt to make contact at the residence or business in order to resolve violation; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and perform all follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and

negotiations to ensure compliance with appropriate codes and ordinances; issue administrative and parking citations and notices of violation as necessary.

Prepare evidence in support of legal actions taken by the City; appear in court as necessary; testify at hearings and in court proceedings as required.

Maintain accurate documentation and case files on all investigations, inspections, enforcement actions, and other job related activities including accurate and detailed information regarding code enforcement activity to substantiate violations; draw diagrams and illustrations and take photographs.

Prepare a variety of written reports, memos, and correspondence related to enforcement activities.

Patrol assigned area in a City vehicle to identify and evaluate problem areas and/or ordinance violations; determine proper method to resolve violations.

Attend meetings and serve as a resource to other City departments, divisions, the general public, and outside agencies in the enforcement of zoning regulations; provide research and documentation for meetings; interpret and explain municipal codes and ordinances to members of the general public, contractors, business owners, and other interested groups in the field, over the counter, and on the telephone.

Supervise the work of community service workers, county inmates, or volunteers engaged in community clean-up and preservation activities; determine locations and type of work to be performed.

Locate vacant residences and businesses; secure buildings with proper materials as necessary; post the property as necessary; check vacant buildings regularly for transient activity, graffiti, and other forms of vandalism.

Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of code enforcement; incorporate new developments as appropriate into programs.

Perform related duties as required.

## **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

### **Knowledge of:**

- City policies and procedures.
- Applicable Federal, state, and City codes, laws, statutes, and ordinances.
- Principles and practices of enforcement, investigation and inspection of code violations.
- Safe and efficient work practices as they relate to code enforcement.
- Safe driving principles and practices.
- Interviewing principles, techniques and methods.
- Community relations principles and techniques.
- Regulations and requirements for documentation of court evidence.
- Laws of search and seizure, arrest procedures and the rules of evidence.
- Record keeping and file maintenance principles and procedures.

**Skills to:**

- Interpret and apply rules and regulations, City codes, and policies and procedures.
- Conduct investigations, maintain accurate records and prepare reports.
- Make independent decisions while working in the field, analyzing situations accurately and following established procedures.
- Handle stressful situations and obtain information from people who are reluctant to cooperate.
- Effectively resolve customer service issues according to policies and procedures.
- Maintain accurate records and prepare clear and concise reports.
- Establish and maintain cooperative working relationships with co-workers and the public.
- Operate modern equipment, including computer equipment.
- Operate a motor vehicle safely.

**Ability to:**

- Coordinate and direct City's code enforcement and compliance programs.
- Supervise, organize, and review the work of assigned staff involved in code enforcement.
- Select, train, and evaluate staff.
- Participate in the preparation and administration of assigned budgets.
- Plan and organize work to meet changing priorities and deadlines.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Enforce pertinent codes, ordinances, laws, and regulations with impartiality and efficiency.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and firm manner.
- Investigate complaints and mediate resolutions in a timely and tactful manner.
- Prepare clear and concise technical and administrative reports.
- Make oral presentations and testify in court
- Work independently in the absence of supervision.
- Type and enter data accurately at a speed necessary for successful job performance.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Experience and Training Guidelines:**

*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Four years of increasingly responsible experience dealing with the public in an enforcement, inspection, investigation or customer service capacity. Experience that includes the enforcement of municipal codes and supervisory responsibility is highly desirable.

**Training:**

Equivalent to the completion of the twelfth grade supplemented by specialized training in the areas of planning, building inspection, investigation, or a related field.

**License or Certificate:**

Possession of, or ability to obtain an appropriate, valid driver's license.

Certification as a Code Enforcement Officer issued by the California Association of Code Enforcement Officers.

If incumbent possesses the necessary International Conference of Building Officials certification, incumbent may occasionally conduct building inspections on an as-needed basis in the absence of the Chief Building Inspector.

**Special Requirements:**

**Environment:** Indoor and outdoor environments; work alone; travel from site to site; incumbents may be exposed to noise, dust, inclement weather conditions, and potentially hostile environments.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office and field environment; to stand, stoop, reach, bend, kneel, squat, climb ladders, and walk on uneven terrain, loose soil, and sloped surfaces; to lift and/or carry light weights; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; ability to operate a vehicle to travel to various locations; and to verbally communicate to exchange information.

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE  
APPROVING JOB DESCRIPTION AND SALARY LEVEL FOR THE CHIEF  
BUILDING INSPECTOR/PLANS EXAMINER POSITION**

WHEREAS, the City has a need for Chief Building Inspector/Plans Examiner and Code Enforcement Supervisor positions; and

WHEREAS, the Council has considered the job descriptions and the salary ranges for these positions at a duly noticed public meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clearlake that the job descriptions in Exhibit A attached hereto is hereby approved, the annual salary range for Chief Building Inspector/Plans Examiner and Code Enforcement Supervisor are hereby set as follows, and the Fiscal Year 2023/24 is hereby updated to include:

Chief Building Inspector/Plans Examiner:	Range 44,	\$69,474.86 - \$84,447.12
Code Enforcement Supervisor:	Range 44	\$69,474.86 - \$84,447.12

PASSED AND ADOPTED on January 18, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mayor, City of Clearlake

ATTEST:

\_\_\_\_\_  
City Clerk, City of Clearlake



# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Discussion and Consideration of Contracts Related to the Preparation of Environmental Review for the Clearlake Airport Redevelopment Project

**MEETING DATE:** Jan. 18, 2024

**SUBMITTED BY:** Alan Flora, City Manager

**PURPOSE OF REPORT:** ☐ Information only ☒ Discussion ☒ Action Item

#### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve various contracts related to the development and environmental review of the Clearlake Airport Project.

#### BACKGROUND/DISCUSSION:

The City of Clearlake has a long history around the development of the former Pearce Field Airport as a retail center. The City purchased the property from the County of Lake in 1995, after the County closed the airport the previous year. A plan for a Home Depot and other development was halted in 2010 when the Sierra Club filed a lawsuit against the City, citing the level of environmental review, which was a mitigated negative declaration. The Sierra Club and City reached a settlement agreement in 2011 that resulted in the City agreeing to perform an "adequate level of environmental review." The original developer KK Raphael Properties has since backed away from the project.

Since 2011 the City has completed a number of steps toward a successful development, which included purchasing various properties around the site, additional survey work, working with various developers and retailers, approving a purchase and sale agreement with Adventist Health, etc. A concept plan was developed by Ankrom Moisen in 2021 which laid out the City's overall vision for the site. We believe this destination development is a bold vision that includes wellness, retail, and public spaces which will be a critical part of Clearlake's transformation. While the hotel development and related infrastructure was ready to proceed more quickly with environmental review and entitlements completed last year, the City recommends a comprehensive environmental review and entitlement process for the remainder of the airport project development. While an environmental impact report (EIR) process is lengthy it will allow the development of the project to move forward more seamlessly once complete.

There has been a comprehensive team assembled for the next phase of design, environmental review, and permitting. Gary Price of Gary Price Consulting will be the overall lead for the effort along with Jessica Hankins of Yuba Planning Group. Their subconsultants will include Dr. Greg Matuzak for Biological Resources, Dr. Greg White

for Cultural Resources, Paul Bollard for Acoustical/Noise Analysis, and W-Trans for Transportation/Traffic Analysis. The total contract for this work is up to \$322,139.

A separate contract is proposed with California Engineering Company to conduct various tasks so the environmental review can be completed. This will include waste water master planning, water master planning, grading and drainage master plan, and a master drainage report. This work will be \$55,736.50.

The final proposed contract is with LSW Architects/Path Architecture. They will provide master site plan development, conceptual design development and marketing renderings, and design guidelines. While LSW Architects was not initially involved in the concept planning, the Principal on this project will be Stefani Randall. Scott Waggoner and Melinda McMillan were the key personnel with Ankrom Moisan that developed the Concept plan. We believe their involvement in developing the City’s vision at this site is critical. This work will be \$225,000 (phases 1-3).

While competitive bidding is not required by the Clearlake Municipal Code for professional services, staff did work to identify the most cost-effective solution for the work. Vision is important on this project and identifying a team with knowledge and experience in bringing our vision to life. We believe the contracts included here are the best balance of economics and high-quality product. We did receive three quotes for the traffic study work with W-Trans providing a significant savings over other proposals. Staff still recommends the Council formally waive competitive bidding requirements.

**OPTIONS:**

- 1. Waive Competitive Bidding Requirements and Approve the Contracts with Gary Price Consulting, California Engineering Company and LSW Architects and Authorize the City Manager to sign the Agreements.
- 2. Other direction

**FISCAL IMPACT:**

☐ None      ☒ \$602,875.50      Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No    If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund    ☐ Measure P Fund    ☐ Measure V Fund    ☒ Other: Capital Projects Fund

240 – Airport Development Project

Comments:

**STRATEGIC PLAN IMPACT:**

- ☒ Goal #1: Make Clearlake a Visibly Cleaner City
- ☒ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

☒ **Attachments:**

1. Ankrom Moisen Conceptual Plan
2. Gary Price Consulting Scope of Work & Project Timeline
3. California Engineering Company Proposal
4. LSW Architects Proposal



**EXHIBIT A**  
**TECHNICAL SCOPE OF SERVICES**  
**Clearlake Airport Commercial Center EIR**  
**January 11, 2024**

**SCOPE OF WORK**

Price Consulting Services (“Consultant”) proposes to prepare a project-level Environmental Impact Report (EIR) that will provide a comprehensive analysis of the anticipated environmental effects associated with the proposed Clearlake Airport Commercial Center project. A project-specific EIR will enable the City to develop the site without further environmental analysis, provided future development substantially conforms with the proposed project in the EIR analysis and will not lead to additional impacts not evaluated in the EIR. Analysis in the EIR will include assessment of the individual and cumulative environmental effects of the project. The EIR will also tier off the City of Clearlake 2040 General Plan which identified the project site for a large commercial center. The Draft EIR, Final EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the City’s Environmental Guidelines.

Consultant will review and rely on existing information for the proposed project to the greatest extent feasible, including background information prepared for the 2015 Clearlake Airport Commercial Center EIR, the 2009 Clearlake Airport Redevelopment Project, the State Route 53 Corridor Local Circulation Study, the Airport Hotel and 18<sup>th</sup> Avenue Extension Project, the Geotechnical Engineering Investigation of the site prepared by Moore Twining Associates, Inc. dated February 22, 2008, the Phase 1 Environmental Site Assessment prepared by Krazan & Associates, Inc. dated May 23, 2007, and the Limited Phase II Subsurface Investigation prepared by AEI Consultants dated April 26, 2018. In addition, Consultant will use other technical information prepared for the project site, which is anticipated to include drainage and grading plans, a Master Drainage Report, a Water Demand Analysis, and a Sewage Infrastructure Analysis, all prepared by California Engineering Company, Inc.

Consultant will subcontract with the following firms for the preparation of technical studies to be used in the Clearlake Airport Commercial Center Expansion EIR:

- Greg Matuzak – Biological Resources Inventory and Arborist Report
- Dr. Greg White – Cultural and Tribal Resources Investigation Report
- Paul Bollard – Acoustical Analysis
- W-Trans – Transportation Study

**Task 1: Project Initiation**

Gary Price and Jessica Hankins will attend a kick-off meeting with the City of Clearlake to coordinate and confirm assumptions regarding the proposed project and scope of the EIR and to refine the scope of work for the EIR, as needed. Consultant will obtain and review available data

for the project area, including any technical studies prepared to date, as well as policies from the City of Clearlake and other agencies that may affect the proposed project. The Consultant team will review the project schedule and milestones, and will identify the role that each will play during the effort. During this meeting, Consultant will also work with City staff to identify the cumulative projects to be considered in the EIR, and the prospective description of project alternatives.

### ***Deliverables***

- *Attendance at one (1) Project Initiation Meeting, as well as a site visit by lead planners.*
- *Refined Scope of Work, schedule, & budget, if needed.*

## **Task 2: Develop Project Description**

City staff and the project architect will develop the project background, project description, and project plans so they can be used by Consultant in coordination with the City and project architect to write an EIR project description. The project description will be completed prior to subsequent steps, including preparation of an Initial Study and Notice of Preparation and the start of technical studies. Consultant will rely on the information provided by the City and project architect to prepare a summary of the characteristics of the proposed project. The Project Description will detail the project location, background, and history of the project (including past ownership and land uses), intended uses, discretionary actions, characteristics, important project features, goals and objectives, phasing, agreements, permits and approvals that are required for the project based on available information, and a list of responsible agencies that are anticipated to rely on the EIR for decision making. This section will include a summary of the regional and local environmental setting for the Clearlake Airport Commercial Center project as well as a description of on and off-site infrastructure necessary to serve the project. The project description will also include a regional and project location map as well as project application maps. The draft project description will be submitted to the City for review and comment.

Following the development of the draft project description, the City will hold an initial public outreach meeting to solicit input on the project. This meeting will be organized and led by the project architect, with Consultant attending in support of the project team. Consultant will also assist the City with preparing the public notice. The City will notice this meeting to the general public and any applicable stakeholders, and Consultant will assist the City with identifying stakeholders to invite to the meeting. Consultant will attend up to three (3) meetings with stakeholders, including the initial public meeting and two additional follow-up meetings with specific stakeholder groups.

### ***Deliverables***

- *One (1) electronic copy of the Draft Project Description for the environmental document to the City for review.*
- *One (1) electronic copy of the Final Project Description to the City.*
- *One (1) public notice for City publication to the initial public outreach meeting.*
- *Attendance at three (3) stakeholder meetings to solicit project input.*

### **Task 3: Prepare Initial Study & Notice of Preparation**

Consultant will prepare a Draft Initial Study for the proposed Clearlake Airport Commercial Center project to focus the content of the EIR on those technical issues that may have significant impacts. Consultant anticipates that the environmental issues to be dismissed in the Initial Study may include, but not be limited to Agriculture and Forestry Resources, Energy, Mineral Resources, Population and Housing, Recreation, Utilities, and Wildfire. City staff will review the Draft Initial Study and prepare the Final Initial Study for routing to the public with the Notice of Preparation. City staff will provide all public notification for the IS and NOP.

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

Consultant will submit one digital copy of the finalized NOP to City staff. Consultant anticipates that the City will publish, post, and distribute the NOP; however, Consultant will be available to assist the City as necessary upon request, including submitting the NOP and Notice of Completion to the State Clearinghouse electronically via CEQA Submit.

During the 30-day NOP public review period, Consultant will attend one (1) public scoping meeting to solicit the public's input on the content of the EIR. Consultant will work with City of Clearlake staff and the project architect to determine the anticipated format, schedule the meeting, and to confirm project objectives for the public scoping meeting. Consultant will be available to assist the City in any way necessary, including conducting the workshop.

Based on discussions with City staff, Consultant anticipates that the NOP scoping meeting will be conducted in an open house format in order for the community to gain an understanding of the various aspects of the project and to solicit public comments. Written comment forms will be provided, and these comments will become part of the administrative record. At the conclusion of the NOP comment period, Consultant will review the comments received and consult with the City to determine if the scope of services for the EIR needs to be amended based upon public comments. The project architect will also work with the community and the City after this workshop to create a unique name for the project during the initial scoping meeting.

#### ***Deliverables***

- *One (1) electronic copy of the NOP and Final Initial Study to City staff.*
- *Submittal of the NOP, NOC, and Initial Study to the State Clearinghouse.*
- *Attendance at one (1) public scoping meeting during NOP public review period.*

### **Task 4: Prepare Administrative Draft EIR**

Consultant will prepare the Administrative Draft EIR in accordance with CEQA. The Administrative Draft EIR will include all statutory sections required by CEQA Section 15120-15132, including an executive summary, introduction and project description, setting, assessment of environmental impacts, identification of required mitigation measures for each of the

environmental issues, and a complete list of the authors responsible for the environmental analysis. The EIR will also conform to the City of Clearlake’s preferred format.

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

Consultant proposes to include the following chapters in the Clearlake Airport Commercial Center EIR:

**4(a) Introduction & Executive Summary**

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

The EIR will also include a summary section to briefly describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

**4(b) Environmental Setting, Impacts, and Mitigation Measures**

The environmental analysis for the proposed project will focus on the following areas: Aesthetics, Air Quality and Greenhouse Gas Emissions, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use & Planning, Noise, Public Services and Utilities, Transportation and Circulation, Growth Inducing Impacts, Cumulative Impacts, and any Significant Unavoidable Impacts. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Information will be drawn from the City of Clearlake General Plan and the General Plan EIR, technical information prepared to date for the project, and any other information pertinent to the project area. In addition to these documents, Consultant will also review the technical studies prepared by Greg Matuzak, Dr. Greg White, Paul Bollard, and W-Trans for biological resources, cultural and tribal resources, noise, traffic, and vehicle miles traveled analysis, respectively. Consistent with CEQA and the requirements of the City of Clearlake, each environmental chapter will include an introduction, technical approach,

environmental setting, regulatory setting, standards of significance, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, cumulative impacts and mitigation measures, significant impacts, and effects found not to be significant.

Consultant proposes to include the following chapters in the EIR document:

- 1) Aesthetics
- The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. The chapter will describe project-specific aesthetics issues regarding buildout of the expansion area such as scenic vistas, trees, historic buildings, scenic highways, existing visual character or quality of the Study Area, signage, and light and glare. The chapter will also evaluate how the proposed project will impact the neighborhood’s visual character.
- 2) Air Quality & Greenhouse Gas Emissions
- The air quality analysis for the proposed project will be performed by Ms. Hankins utilizing the California Air Resources Board’s CalEEMod software modeling program and following the Lake County Air Quality Management District (LCAQMD) and Bay Area Air Quality Management District (BAAQMD) guidelines per recent LCAQMD guidance on other similar projects. Consultant will utilize the traffic data to be provided by W-Trans to obtain vehicle trip generation data. Consultant will rely on the City’s Public Works Department for information regarding construction timelines, phasing, and equipment. The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, and PM10), carbon monoxide concentrations from vehicular travel, and health risks from toxic air contaminants (TACs) emissions. The project’s cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. The significance of air quality impacts will be determined in comparison to City of Clearlake and LCAQMD-recommended significance thresholds. LCAQMD-recommended mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

*Greenhouse Gas Emissions*

Consultant will work closely with the City and LCAQMD throughout preparation of the GHG section and will follow the City’s recommended guidance. Consultant will utilize CalEEMod to produce an estimate of GHG emissions for the project, including indirect emissions (e.g., electricity, natural gas). Emissions will be expressed in units of carbon dioxide equivalents. Consultant will discuss emissions in comparison to LCAQMD-recommended thresholds and California current inventory to determine the level of significance. In addition, the GHG section will include a discussion of potential

energy impacts due to the project and any proposed energy efficiency measures, including but not limited to measures outlined in CEQA Guidelines Section 15126.4(c).

3) Biological Resources

The Biological Resources chapter will include a description of the potential effects to plant communities, wildlife, and wetlands including adverse effects on rare, endangered, candidate, sensitive, and special-status species from build-out of the Expansion project. This chapter will include mitigation measures to reduce any impacts to biological resources as feasible. It is assumed that no wetland delineation will be necessary for the project. Please see Appendix A for a complete scope of work related to biological resources.

4) Cultural & Tribal Resources

The Cultural & Tribal Resources chapter of the EIR will summarize the site setting with regard to prehistoric and historic resources and will evaluate impacts of the project with regard to these resources from proposed site development. This chapter will be based on a cultural resources inventory prepared by Dr. Greg White (see Appendix B for a complete scope of work related cultural and Tribal resources). Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results into the EIR analysis. The chapter will include analysis of the existing setting, identification of thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies. Tribal consultation in excess of what is assumed in this scope of work can be performed for an additional fee. However, Consultant recognizes that the City has their own Tribal consultant to address extraordinary consultation.

5) Geology & Soils

The Geology & Soils chapter of the EIR will summarize the setting and describe the potential effects from soil erosion, earthquakes, liquefaction, and expansive soils, as well as identify any unique geological features within the project area. Consultant will rely on information from the Drainage Study and Preliminary Geotechnical Report for the analysis. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results into the EIR analysis. Consultant will incorporate specific construction-related measures to address the site's soil characteristics.

6) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter will summarize the site setting with regard to existing hazardous materials that may be released or encountered during construction, or that may affect users of the site during project operations. The analysis will include a discussion of the project's potential impacts to workers and nearby sensitive receptors during construction and

operation. Consultant will utilize the Phase 1 and Phase 2 investigations previously prepared for the site as well as County Environmental Health Department records.

- 7) Hydrology & Water Quality
- This chapter will summarize setting information and identify potential impacts on irrigation drainage, storm water drainage, flooding, groundwater, seepage, and water quality. The analysis will include the proposed project’s impacts to existing drainage systems, including storm drains, the detention pond, and ultimate discharge to the Cache Creek Channel/Clearlake system. Consultant will rely on information to be provided by the City of Clearlake General Plan and General Plan EIR for analysis, as well as the Master Drainage Study prepared for the project. In addition, Consultant will coordinate with the City Engineer to ensure that all hydrology and water quality related concerns have been adequately addressed. The chapter will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.
- 8) Land Use & Planning
- The Land Use & Planning chapter will evaluate the consistency of the proposed project with the City of Clearlake’s adopted plans and policies, including the existing General Plan scenario. The chapter will address the project’s compatibility with surrounding land uses, both existing and proposed, and will evaluate the consistency of the proposed Planned Development zone change with the General Plan.
- 9) Noise
- The noise chapter of the EIR will be based on a technical report, to be prepared by Paul Bollard under contract with Consultant (please see Appendix C for a complete scope). Paul Bollard’s analysis will include an evaluation of the existing noise environment, prediction of project-generated noise levels, and development of noise control mitigation measures, as appropriate. Paul Bollard will identify existing noise and vibration level standards contained in the existing and draft General Plan Noise Elements, City of Clearlake Municipal Code, and any germane County, State, and Federal standards. Existing ambient noise levels will be quantified for the project site and nearby sensitive receptors through short-term and continuous noise-level measurements and application of accepted noise prediction methodologies. Project-generated noise and vibration levels due to the proposed project will be predicted based on noise level measurements of similar equipment and operations at similar uses, use of existing noise level data, and application of accepted noise prediction methodology. The analysis of project-generated noise impacts will include short-term construction noise and long-term operational noise sources associated with new loading docks, new mechanical equipment, increased trucking activities, and increased traffic. Paul Bollard will prepare a written report, summarizing their findings and methodology with recommendation for

appropriate and practical mitigation measures, as needed. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the noise chapter of the EIR. The chapter will include analysis of the existing setting, identification of thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

10) Public Services & Utilities

The Public Services chapter will summarize setting information and identify potential new demand for services, including water, sewer, energy, fire, police, and schools. Consultant will rely on information from the City of Clearlake General Plan and General Plan EIR and will consult with the appropriate City and other agencies to address public services and utilities and obtain the most up to date information. Consultant will also use the Master Drainage Report, Water Demand Analysis, and Sewage Infrastructure Analysis prepared for the project, recent Municipal Service Reviews, and equivalent dwelling unit calculations for the project to evaluate the proposed use against existing and planned capacity.

11) Transportation and Vehicle Miles Traveled (VMT)

The Transportation & Circulation chapter will be based on a Transportation Study prepared by W-Trans under contract with Consultant (please see Appendix D for a complete scope). After reviewing conducting a site visit to observe existing traffic conditions, taking new traffic counts, and assisting with refinement of the project description, W-Trans will prepare a Transportation Study that will evaluate traffic operations, build-out volumes, and project trips, as well as address all Appendix G CEQA questions related to transportation. The VMT Regional Baseline Study prepared for the Lake Area Planning Council shows the site as “low VMT.” Based on that information, W-Trans expects that the project’s impacts related to VMT will be less than significant; as such, the VMT discussion in the Transportation Study will be based on that document and a detailed VMT analysis will not be prepared. If the applicable transportation agencies require a VMT analysis, W-Trans can prepare that for an additional fee. W-Trans will collect new traffic counts necessary for the project, estimate the project’s trip generation, and will describe the baseline environmental setting relating to transportation conditions. Consultant will internally review the updated Traffic Study to ensure that all CEQA issues have been adequately and accurately addressed. The scope of work and assumptions of the Traffic Impact Study will be coordinated for review by the W-Trans/Staff/Consultant Team to assure Caltrans has provided initial review and approval prior to proceeding with preparing the Traffic Study.

4(c) Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize any applicable potentially significant, significant unavoidable, significant irreversible, growth-



inducing, and cumulative impacts. The chapter will summarize the cumulative impacts that will be contained in each technical section and will be qualitative in nature. It will also cite and tier off pertinent sections of the City’s 2040 General Plan and General Plan EIR.

**4(d) Alternatives Analysis**

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

***Deliverables***

- *One (1) electronic copy of the Administrative Draft EIR to the City for review.*

**Task 5: Prepare Screencheck Draft and Draft EIR**

After City staff has reviewed the Administrative Draft EIR, Consultant will attend one working meeting with the City staff as necessary to discuss City comments on the Administrative Draft EIR. Consultant will also be available for conference calls, as needed, to discuss City edits. Consultant will respond to one consolidated set of City comments on the Administrative Draft EIR and incorporate City comments in the form of a Screencheck Draft EIR. If desired, Consultant will provide the comments in a “strike-through/underline” format to assist with the final check of the document.

Consultant will respond to additional comments from the City on the Screencheck Draft EIR (anticipated to only require editorial or other “non-substantive” changes not resulting in additional analysis not outlined in this scope of work) and will prepare the document for the required 45-day public review period. Consultant will assist the City in distributing the Draft EIR in accordance with CEQA requirements, including preparation of the Notice of Availability (NOA) of the Draft EIR for the City to publish and post in accordance with CEQA. Consultant will prepare the Notice of Completion and submit the Draft EIR to the State Clearinghouse. The City will be responsible for noticing and distributing the Draft EIR in accordance with State requirements.

Consultant will attend one (1) public hearing during the 45-day public review period to receive comments on the Draft EIR. Additional public hearings could easily be accommodated and would be billed on a time and materials basis. In addition, if necessary, Consultant will provide a court reporter and written comment forms to gather public comments at the hearing.

***Deliverables***

- *One (1) meeting with City staff to discuss comments on Administrative Draft EIR.*
- *One (1) electronic copy of the Screencheck Draft EIR to the City for review.*
- *One (1) electronic copy of the Draft EIR to the City for printing and distribution at public counters.*
- *Coordinated Notice of Availability preparation with City staff.*
- *Coordinated Notice of Completion preparation and submittal of NOC and Draft EIR with staff to State Clearinghouse via CEQA Submit.*
- *Attendance / Facilitation at one (1) public hearing to solicit comments on the Draft EIR.*

**Task 6: Prepare Administrative Final EIR**

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

***Deliverables***

- *One (1) meeting with City staff to review comments received and discuss approach.*
- *One (1) electronic copy of the Administrative Final EIR, including MMRP, to the City.*

**Task 7: Prepare Mitigation Monitoring and Reporting Program (MMRP)**

To comply with Public Resources Code Section 21081.6, Consultant will prepare a summary mitigation monitoring and reporting program (MMRP) for adoption by the City of Clearlake. The summary will include policies and actions identified in the EIR, including methods of implementation. The MMRP will be provided to the City with the Administrative Final EIR, thereby, allowing the City to provide comments, which would subsequently be incorporated into the MMRP in the Final EIR.

***Deliverables***

- *One (1) electronic copy of the MMRP to the City with the Administrative Final EIR for review.*

**Task 8: Prepare Screencheck and Final EIR**

Consultant will meet with the City of Clearlake and the project team to discuss revisions to the Administrative Final EIR. Upon receiving comments on the Administrative Final EIR, Consultant

will revise the Administrative Final EIR document and submit a Screencheck Final EIR to the City prior to printing. The City will be responsible for noticing the hearings and distributing the Final EIR to agencies and persons making comments by Consultant in accordance with State requirements, at least ten days prior to the EIR certification hearings.

***Deliverables***

- *One (1) meeting with City staff to discuss revisions to Administrative Final EIR (anticipated to be a conference call).*
- *One (1) electronic copy of the Screencheck Final EIR to the City for review.*
- *One (1) electronic copy of the Final EIR to the City for printing and distribution at public counters.*

**Task 9: Prepare Findings of Fact, Statement of Overriding Considerations, and Notice of Determination (Optional)**

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

***Deliverables***

- *One (1) electronic copy of the administrative draft FOF/SOC to the City with the Administrative Final EIR.*
- *One (1) electronic copy of the Notice of Determination to the City.*

**Task 10: Project Management, Meetings, and Hearings**

Mr. Gary Price, Principal of Price Consulting Services, will serve as the EIR Project Manager and will be responsible for coordination with City staff, technical subconsultants, and oversight of and guidance on the EIR process. Jessica Hankins, AICP and Principal of Yuba Planning Group, will serve as the EIR Project Administrator and will be responsible for handling the day-to-day activities of the EIR preparation. Mr. Price and Ms. Hankins will be assisted throughout the environmental process by support staff and subcontractors. Consultant anticipates regular phone and e-mail communications with City staff, project stakeholders, and pertinent County, State, and local agencies throughout the processing and preparation of the EIR.

Consultant will assist the City as needed throughout the processing of the EIR. In addition to the meetings and hearings outlined in the above tasks, Consultant will be available to attend three (3) in-person progress meetings with City staff as well as regular (weekly or bi-weekly) phone/conference calls and e-mail communication. In addition, Consultant will attend up to six (6) public meetings, including three (3) public outreach meetings at the onset of the project, one (1) NOP scoping meeting, one (1) Planning Commission Hearing, and one (1) City Council for

adoption of the Final EIR. Additional meetings and hearings could easily be accommodated and would be billed on a time and materials basis. Consultant will assist City staff as needed for the hearings, including preparing presentation materials, making presentations, and answering questions and responding to comments.

***Deliverables***

- *Coordination, assistance, and project management throughout the process, including responding to inquiries from City and agency staff, the project team, community stakeholders, and the public.*
- *Attendance at up to three (3) progress meetings with City staff.*
- *Attendance at up to six (6) public meetings.*
- *Regular in-person, Zoom/phone, and e-mail communication with City staff throughout the environmental review process.*

**SCHEDULE**

Consultant understands that the City of Clearlake desires an expedited EIR schedule. The typical processing timeline for an EIR ranges between 9 to 18 months, depending upon the number and type of key issue areas as well as the level of controversy associated with the proposed project due to the number of comments on the Draft EIR. Consultant will work closely with the City of Clearlake, California Engineering, and the project architect, to expedite the EIR process to meet the City’s timeframe. Factors that could expedite the schedule include receipt of comments on the traffic study scope from Caltrans, completion of the traffic study, shortened review timeframes, and identifying key issue areas early in the process to minimize public comments on the Draft EIR. The following schedule has been expedited based on conversations with City staff and can be modified to meet the needs of the City of Clearlake.

## Tentative Schedule CLEARLAKE AIRPORT COMMERCIAL CENTER EIR

MILESTONES & CRITICAL PATH	EXPEDITED TIMELINE	ANTICIPATED DATE
Notice To Proceed (NTP)	Upon Contract Approval	January 18, 2024
Project Initiation Meeting	One (1) week from NTP	Week of January 22, 2024
Draft newspaper notice for initial public outreach meeting to City	Two (2) weeks from NTP	February 5, 2024
Receipt of draft numbers for project infrastructure from engineer	Three (3) weeks from NTP	February 9, 2024
Receipt of draft project plans and data from architect	Four (4) weeks from NTP	February 13, 2024
Initial public outreach meeting	Five (5) weeks from NTP	February 21, 2024
Finalize/refine project description elements and project name based on public input (project team)	One (1) week	February 28, 2024
Receipt of engineering reports and revised plans from project architect	Two (2) weeks	March 15, 2024
Develop Project Description and submit to City for review, begin drafting Initial Study	One (1) week	March 22, 2024
Receipt of City approval of Project Description	One (1) week	March 29, 2024
Receipt of more detailed plans from project architect	Ten (10) weeks from initial outreach meeting	May 1, 2024
Submit NOP and Draft Initial Study to the City for review	One (1) week	May 8, 2024
Receipt of City comments on NOP and Initial Study	One (1) week	May 15, 2024
Submit Final NOP and Initial Study to the Lead Agency	Two (2) days	May 17, 2024
NOP and Initial Study Public Review Period (30 days)	Thirty (30) days	May 17 – June 17, 2024
NOP Public Scoping Meeting	Within 30-day Review Period	TBD in May 2024
Receipt of all technical studies and final plans from project architect (assuming Caltrans' input on assumptions for TIS has been received)	Ninety (90) days from final project description	June 28, 2024
Submit Administrative Draft EIR to City for Review	Six (6) weeks from receipt of all technical studies	August 9, 2024
Receipt of City Comments on Administrative Draft EIR	Two (2) weeks	August 23, 2024
Submit Screencheck Draft EIR to City for Review	Two (2) weeks	September 6, 2024
Receipt of City Comments on Screencheck Draft EIR	One (1) week	September 13, 2024
Public Review Period of Draft EIR (45 Days)	Forty-five (45) days	September 18 – November 1, 2024
Submit Administrative Final EIR and FOF/SOC to City for Review	Four (4) weeks	November 28, 2024
Receipt of City comments on Administrative Final EIR	Two (2) weeks	December 12, 2024
Submit Screencheck Final EIR to City for Review	One (1) week	December 19, 2024
Receipt of City comments on Screencheck Final EIR	One (1) week	December 26, 2024
Public Review Period of Final EIR (10 Days)	Ten (10) days	January 2 – January 12, 2025
City Council Hearing(s)	To Be Determined	TBD in January 2025

*\*The above schedule is based upon multiple factors beyond Consultant's control, including coordination with the project architect, project engineer, and City staff. Additional areas outside the Consultant's control include the traffic consultant's coordination with Caltrans.*

**BUDGET**

The cost for completion of the Clearlake Airport Commercial Center EIR is anticipated not to exceed \$277,686. The cost for completion of the Clearlake Airport Commercial Center EIR, including the contingency and optional tasks, is anticipated not to exceed \$322,139. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the charts on the following page. Costs for the EIR preparation will be billed on a not-to-exceed basis following Consultant standard billing rates included in the attached spreadsheet, with the exception that if time needed for additional technical work to complete the project exceeds the budget below, Consultant may require the use of the contingency budget or an amended contract.

PROPOSED COST ESTIMATE					
CLEARLAKE AIRPORT COMMERCIAL CENTER EIR					
		Price Consulting Services with assistance from Yuba Planning	Editor	Cost Per Subtask	Cost Per Task
Task 1	Project Initiation	12		\$ 1,680	\$ 1,680
Task 2	Develop Project Description	80		\$ 11,200	\$ 11,200
Task 3	Prepare Initial Study & Notice of Preparation	82		\$ 11,480	\$ 11,480
Task 4	Prepare Administrative Draft EIR	40	60	\$ 9,200	\$ 78,640
	<b>Technical Sections</b>				
4a	Introduction & Executive Summary	14		\$ 1,960	
4b	Environmental Setting, Impacts, & Mitigation				
1	Aesthetics	30		\$ 4,200	
2	Air Quality and Greenhouse Gas Emissions	40		\$ 5,600	
	<i>AQ/GHG Technical Analysis &amp; Modeling</i>	24		\$ 3,360	
3	Biological Resources	36		\$ 5,040	
4	Cultural and Tribal Resources	38		\$ 5,320	
5	Geology & Soils	28		\$ 3,920	
6	Hazards and Hazardous Materials	32		\$ 4,480	
7	Hydrology & Water Quality	40		\$ 5,600	
8	Land Use & Planning	28		\$ 3,920	
9	Noise	38		\$ 5,320	
10	Public Services and Utilities	40		\$ 5,600	
11	Transportation & Circulation	40		\$ 5,600	
	<b>Other Sections</b>				
4c	Statutorily Required Sections	20		\$ 2,800	
4d	Alternatives Analysis	48		\$ 6,720	
Task 5	Prepare Screencheck and Draft EIR	40	40	\$ 8,000	\$ 8,000
Task 6	Prepare Administrative FEIR	108	24	\$ 16,560	\$ 16,560
Task 7	Prepare MMRP	18		\$ 2,520	\$ 2,520
Task 8	Prepare Screencheck and FEIR	40	24	\$ 7,040	\$ 7,040
Task 10	Project Management and Meetings	260	4	\$ 36,640	\$ 36,640
	Total Hours	1176	152		
	Hourly Rate	\$ 140	\$ 60		
	Total EIR Labor	\$ 164,640	\$ 9,120	\$ 173,760	\$ 173,760
	Sub-Consultant/Expenses				\$ 103,926
	Misc (Travel/fax/phone)			\$ 2,000	
	Subconsultant - Noise			\$ 15,000	
	Subconsultant - Biologist			\$ 9,000	
	Subconsultant - Cultural Resources			\$ 12,981	
	Subconsultant - Transportation & Circulation			\$ 54,850	
	10% Administrative Fee for Subconsultants			\$ 10,095	
<b>Total Budget</b>				<b>\$ 277,686</b>	<b>\$ 277,686</b>
Optional Tasks					\$ 44,453
Task 9	Prepare Findings of Fact and Statement of Overriding Considerations	20		\$ 2,800	
	15% Contingency			\$ 41,653	
<b>Total Budget with Optional Tasks</b>					<b>\$322,139</b>



## ASSUMPTIONS

The following assumptions are used in this scope of work:

- Consultant will attend meetings with the City staff and the project team, as well as public hearings as described in the scope of work. Consultant assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Consultant costs are based on the assumption that the existing data and information for the City of Clearlake and the proposed project areas is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Screencheck Draft EIRs, Screencheck Final EIRs, and Mitigation Monitoring and Reporting Program have been assumed. Consultant expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- There is no budget assumed for hardcopies of environmental documents. It is assumed that the City will print hardcopies from electronic versions of the document as needed for distribution at the public library, City planning counter, and other locations.
- Consultant assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Consultant would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include attendance at additional public meetings; printing of copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Consultant would propose to renegotiate these items, if required, or charge on a time-and-materials basis.
- City staff will assist in preparing and posting notices, circulating documents with the State Clearinghouse and with others as needed. All costs associated with public noticing and circulation shall be incurred by the City.
- Tribal consultation in excess of what is assumed in this scope of work can be performed for an additional fee. However, Consultant recognizes that the City has their own Tribal consultant to address extraordinary consultation.
- Completion of optional tasks, including the contingency, is subject to prior written approval from the City of Clearlake.



**Appendix A**  
**Biological Resources**

**From:** Greg Matuzak, Principal Biologist  
Greg Matuzak Environmental Consulting LLC  
P.O. Box 2016  
Nevada City, CA 95959  
Phone: (530) 557-5077  
Email: [gmatuzak@gmail.com](mailto:gmatuzak@gmail.com)

**To:** Gary Price, Principal Planner  
Price Consulting Services  
Nevada City, CA 95959  
Phone: (530) 272-6434  
Email: [Gary@plannerprice.com](mailto:Gary@plannerprice.com)

**Date:** December 19, 2023

**Re: Development of a Biological Resources Assessment and Tree Inventory/Arborist Report for the Clear Lake Airport Commercial Project and EIR in Clear Lake, CA**

This proposal assumes that a Biological Resources Assessment Technical Report will need to be developed for submission to the City of Clear Lake as part of the CEQA document development and approval for the proposed Clear Lake Airport Commercial Project (approximately 40 acres in size and located on the west side of Highway 53 within the southern area of the City of Clear Lake). This proposal covers the potential full development of the approximately 40 acres comprising the Project area and it assumes that the proposed Project will require an Environmental Impact Report (EIR) as part of the required CEQA compliance for the development of the Project area and proposed development within the Project area. Therefore, a task with some time to address any public comments on the EIR with regards to biological resources is included in this proposal.

Below is an outline of the three (3) tasks that were requested to be included as part of this proposal by Gary Price, Principal Planner with Price Consulting Services. The Clear Lake Conceptual Plan was reviewed as part of the Project understanding outlined within this proposal.

**TASK 1 – DEVELOP BIOLOGICAL RESOURCES ASSESSMENT REPORT**

For biological resources, Mr. Matuzak will conduct an initial review of any existing information related to biological resources located within or directly adjacent the Project area, including previous reporting for biological resources assessment and arborist reports within the Project area. As part of the initial background review, Mr. Matuzak will conduct a search of the U.S. Fish and Wildlife Service's (USFWS) Information, Planning, and Consultation System (IPaC), California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), and California

Native Plant Society's (CNPS) inventory of rare and endangered plants for the Project site and up to a 3-mile buffer. The database searches are intended to identify previously recorded special-status species within and adjacent to the Project site (up to a 3-mile buffer) and to identify other sensitive biological resources that may occur within the Project site. The results of these searches will be included within the development of the Biological Resources Assessment Technical Report and will be field verified as part of a site visit and reconnaissance-level biological resources survey of the Project area discussed below.

Therefore, as part of this task, Mr. Matuzak will conduct a reconnaissance-level survey of the entire Project area (assumed to be up to 40 acres) to confirm habitat types and the potential for special status species that occur or may occur within the Project site. Mr. Matuzak will photo document the Project site and verify any sensitive habitats and special-status species observed during the surveys within the Project site, including any aquatic habitats such as streams and ponds. Mr. Matuzak assumes no protocol-level surveys for any state or federally listed species or a formal delineation of "waters of the U.S.," including wetlands, will be required for the development of a Biological Resources Assessment Technical Report and therefore, protocol-level surveys and a formal U.S. Army Corps of Engineers delineation of "waters of the U.S.," including wetlands, is not included in this proposal.

Mr. Matuzak will develop the Biological Resources Assessment Technical Report to meet the requirements of the City of Clear Lake and for the CEQA documentation that will be developed for the Project. The Biological Resources Assessment Technical Report will outline the results of the background database searches and field survey results as well as identify any sensitive habitats that occur within the Project site and any special-status species that have a potential to occur within the Project site. Recommended measures will be included in the Biological Resources Assessment Technical Report to avoid and minimize potential impacts to sensitive biological resources, if they occur within the Project site.

**TASK 2 – DEVELOP TREE INVENTORY AND ARBORIST REPORT**

Mr. Matuzak will conduct a tree inventory survey of the entire Project area (approximately 40 acres) to confirm the number, species, diameter at breast height (DBH), height, and overall health of each tree identified within the Project area. Each tree will be mapped using GPS in the field and included on a map of the Project area. Each tree will be given an identification number and a table will be developed that includes each tree, the identification number of each tree, and the information collected for each tree within the tree inventory survey area.

Mr. Matuzak will develop an Arborist Report to meet the requirements of the City of Clear Lake for the planned development of the Project area. The Arborist Report

will outline the results of the tree inventory survey and will include recommendations regarding the removal of any trees, including dead or hazard trees. Management recommendations for trees to be removed, transplanted, or remain within the Project area will be developed to meet the requirements of the City of Clear Lake General Plan and Land Use and Development Code.

**TASK 3 – DEVELOP RESPONSE TO COMMENTS ON THE EIR FOR BIOLOGICAL RESOURCES**

Mr. Matuzak will develop responses to public comments on the EIR as they relate to biological resources and the two technical reports outlined above in Task 1 and Task 2 that Greg Matuzak Environmental Consulting LLC will develop if selected as the biological resources consultant for the Project. This task includes up to fifteen (15) hours to develop responses to comments from the public, including any resource agencies, on the EIR.

**Table 1: Biological Resources Assessment and Tree Inventory/Arborist Reports**

Task	Estimated Fee
<b>Task 1 – Develop Biological Resources Assessment Report</b>	
Task 1: Review existing data for the Project site and conduct field surveys of the Project area. Develop Report for the Project	\$4,600
<b>Task 2 – Develop Tree Inventory and Arborist Report</b>	
Task 2: Review existing data for the Project site and conduct a tree survey of the project area. Develop Report for the Project	\$2,900
<b>Task 3 – Response to Public Comments on the Project EIR</b>	
Task 3: Review public comments on the Project EIR and develop Responses to those comments as they relate to biological resources.	\$1,500
<b>Total</b>	<b>\$9,000</b>

I can be reached via the phone number or email at the top of this proposal if you have any questions or comments on this proposal. You can sign and date the proposal below as an approval of the tasks outlined within this proposal as well as the estimated budget outlined in Table 1 above. Otherwise, I am happy to sign a contract with you and the City of Clear Lake to implement the tasks associated with this proposal.

Regards,



\_\_\_\_\_  
Greg Matuzak, Principal Biologist  
Greg Matuzak Environmental Consulting LLC

By signing this proposal, \_\_\_\_\_authorizes  
Greg Matuzak to proceed with the services herein described.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Appendix B**  
**Cultural and Tribal Resources Scope of Work**

PROFESSIONAL SERVICES AGREEMENT

**Client:** City of Clearlake  
**Contact:** Alan Flora, City Manager  
City of Clearlake, 14050 Olympic Drive, Clearlake, CA 95422  
(707) 994-8201 Ext. 341; aflora@clearlake.ca.us

**Consultant:** Sub-Terra Heritage Resource Investigations (STH)  
3153 Chico Ave., Chico, CA 95928  
**Contact:** Greg White, (530) 513-1943; [gwhite@sub-terraheritage.com](mailto:gwhite@sub-terraheritage.com)

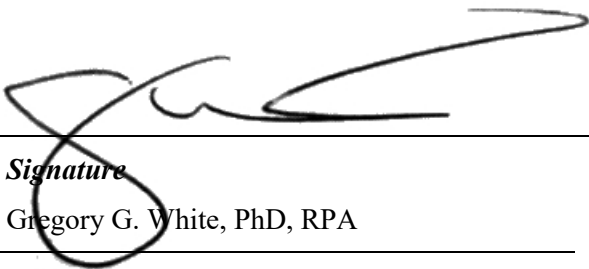
**Project Name:** Cultural Resource Investigation of the Proposed Airport Commercial Center Project, City of Clearlake, Lake County, California.

**Terms:** In accordance with **Attachment A.**  
**Scope:** In accordance with **Attachment B.**  
**Schedule:** In accordance with **Attachment C.**  
**Personnel:** In accordance with **Attachment D.**  
**Insurance:** In accordance with **Attachment E.**  
**Cost Proposal:** In accordance with **Attachment F.**  
**Project Location:** In accordance with **Attachment G.**  
**Performance Period:** Services to commence on receipt of a signed contract, digital or hard copy.  
**Client to Provide:** Client will notify affected property owners that STH has the right to enter to fulfill the scope of services. Client will provide copies of engineering plans relevant to the Project.  
**Acceptance:** All parties hereto represent that they have full right, power, and authority to execute this Agreement. A faxed or digital signature is considered equal to an original signature.

**Authorizations:** *The foregoing is acceptable to us, as governed by the laws of the State of California.*

FOR STH

FOR THE CITY OF CLEAR LAKE

	
<i>Signature</i>	<i>Signature</i>
Gregory G. White, PhD, RPA	
<i>Printed Name</i>	<i>Printed Name</i>
Principal Archaeologist	
<i>Title</i>	<i>Title</i>
January 12, 2024	
<i>Date</i>	<i>Date</i>

## ATTACHMENT A

### PROFESSIONAL SERVICES AGREEMENT TERMS

- I. **Scope of Services:** Sub-Terra Heritage Resource Investigations ("Consultant") shall perform the services described in Attachment B.
- II. **Period of Performance:** Consultant shall commence service immediately upon written authorization by Client, provided the conditions to effectiveness of this Agreement set forth above have been satisfied.
- III. **Compensation and Payment:** In consideration for the services provided, Consultant shall submit an invoice (original and one copy) to the Client at the conclusion of all tasks based on work performed. This invoice shall be due upon receipt. Interest at a rate of 1.5% per month will be added to any unpaid balance over 30 days. This is an annual percentage rate (APR) of 19.6%.
- IV. **Out-of-Scope Services:** Consultant shall notify Client promptly of any services considered to be out-of-scope of this Agreement before proceeding with such services, so as to obtain an addendum in writing signed by all parties before such services are performed. Any such addendum must specify the additional services to be performed and compensation to be paid by Client for such service.
- V. **Taxes and Contributions:** Consultant shall have full liability for the payment of any and all taxes and contributions for all state and federal employment taxes.
- VI. **Standard of Performance:** Services performed pursuant to this Agreement shall be rendered in accordance with the standards customarily provided by an experienced and competent organization rendering the same or similar services.
- VII. **Indemnification:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the Consultant is legally liable.  
  
The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, sub-contractors, sub-consultants, or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.
- VIII. **Cancellation:** At any time after the acceptance of this Agreement, Client shall have the right to cancel this Agreement in whole or in part, and shall make payment to the Consultant for all services rendered and expenses which Consultant has incurred in connection with work performed hereunder prior to date of notice of cancellation. Consultant shall also have the right to cancel this contract upon written notification to Client and Client shall pay Consultant for services rendered through the effective date of cancellation.
- IX. **Entire Agreement:** This Agreement comprises the entire integrated understanding between Consultant and Client concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.
- X. **Interpretation of Agreement:** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to the Consultant or Client.
- XI. **Signature:** A faxed or digital signature of this Agreement shall be the same as an original signature.



## ATTACHMENT B

### SCOPE OF SERVICES, CULTURAL RESOURCE INVESTIGATION OF THE PROPOSED AIRPORT COMMERCIAL CENTER PROJECT, CITY OF CLEARLAKE, LAKE COUNTY, CALIFORNIA

January 12, 2024

#### PROJECT UNDERSTANDING

The City of Clearlake (City) proposes phased development of the former Pearce Airport property, a 51-acre project area inclusive to APN #s 010-031-01 , 010-031-02 , 010-031-05, 010-031-06 , 010-031-07 , 010-031-08, 010-031-09, 010-043-06 , 010-043-07 , 010-043-11 , 010-043-17 , 010-043-19 , 010-043-33 , 010-043-36 , 010-043-38, 010-043-39, 010-043-40, 010-043-41, 010-043-42 , 010-043-43, 010-043-44 , 010-043-45 , 010-043-46 , 010-043-47, 010-043-48. The development will entail comprehensive earth-moving affecting the entirety of the proposed project area. Sub-Terra Heritage Resource Investigations (STH) proposes to assist the City by offering this technical and budget proposal to complete tasks associated with meeting pertinent cultural resource provisions of the California Environmental Quality Act (CEQA) and applicable policies and planning directives of the City of Clearlake, California.

#### SCOPE OF SERVICES

##### Task 1 – Document Review

STH will conduct a records search at the California Historical Resources Information System, Northwest Information Center, Sonoma State University, Rohnert Park (NWIC). Maps and records on file at this facility will be consulted, along with the National Register of Historic Places Listed Properties and Determined Eligible Properties, the California Register of Historical Places, the California Points of Historical Interest, the California Inventory of Historical Resources, the California Landmarks registry, and the Directory of Properties in the Historic Property Data File. To achieve thorough coverage, supplementary county historical information sources will also be consulted including agency records, GLO Plats, historical topographic and aerial photo series, county registers, and pertinent museum and library archives.

##### Task 2 – Native American Coordination

Pending instructions from the City of Clearlake, STH will coordinate with the Koi Nation of California. STH will provide a copy of all Native American coordination activities and results in a log to appear an appendix to the final report, with recommendations. Any responses received by STH after filing of the report and conclusion of the Project will be forwarded to the City of Clearlake with recommendations.

##### Task 3 – Staff and Public Meeting Participation

The budget provisions for the Principal Investigator's participation in up to three Project-related City staff and City public meetings, video or on-site, pending instructions from the City.

##### Task 4 – Field Survey

The Project area will be covered using an intensive survey strategy consisting of close-spaced pedestrian transects, and where appropriate augmented by simple subsurface probes using a shovel or hand-driven bucket auger, or using a City-supplied backhoe and operator if determined necessary to provide coverage.

Any new cultural resources be identified within the project area will be recorded using California Department of Parks and Recreation site record forms (Cal DPR-523a-l) and according to standards described in “*Instructions for Recording Historical Resources*” (California Office of Historic Preservation 1993). GPS data-logging will be accomplished using an SX Blue II high-resolution GPS receiver and professional data collection software for the plotting interface. Points will be logged with a minimum of 13 positions. Area and linear features will be logged at 1-second intervals using a slow pace, approximately one position per 1–2 meters.

#### Task 5 – Reports

A professional cultural resource report will be prepared. Report content and organization shall be consistent with guidelines described in the California Office of Historic Preservation publication “*Archaeological Resource Management Reports: Recommended Contents and Format*.” The report will describe and interpret historical resources encountered by the investigation. Separate sections of the report will address the following:

- (1) Delineation of the area of potential Effects;
- (2) Methods and results of the NEIC document review;
- (3) Methods and results of historical, archaeological, and ethnographic research;
- (4) Methods and results of Native American coordination;
- (5) Methods and results of the archaeological survey;
- (6) Documentation of potentially affected cultural resources contained in the APE;
- (7) Eligibility evaluation of potentially affected resources, and;
- (8) Determination of effects evaluation of potentially affected resources.

Geolocational data for all resource boundaries, proposed buffers, and other features to be determined in coordination with the client will also be submitted to the client including (a) GIS shapefiles; (b) post-processed field data in CSV format, and; (c) post-processed data in kml format.

A report section for the Draft Environmental Impact Report (EIR) will be prepared which will identify, delineate, and evaluate potential impacts to cultural resources in proposed project area and identify proposed mitigation measures.

### ATTACHMENT C: PROPOSED SCHEDULE

A fully executed agreement will constitute the notice-to-proceed (NTP). Tasks 1 and 2 will commence immediately on instructions from the City. The date(s) of execution of field work will be determined in coordination with the Project proponent. A draft report will be supplied to the client for review within 40 work days of completion of field work. STH will produce the final report within 15 work days of the receipt of draft comments. One electronic copy of the final report will be submitted to the client and to each designee, to be determined in consultation with the client.

## ATTACHMENT D: CONSULTANT QUALIFICATIONS

*Gregory G. White, Ph.D., RPA, Principal Investigator*  
*Ph.D., Anthropology, University of California, Davis, 2003*  
*M.A., Anthropology, University of California, Davis, 1987*  
*B.A., Anthropology Sonoma State University, 1983*  
*Founding Member, Register of Professional Archaeologists, RPA # 43673060*  
*Professional Member, Society for American Archaeology, Member ID# 67606473*  
*Lifetime Member, Society for California Archaeology*  
*Board of Directors, Association for Northern California Historical Research*  
*California Historical Resource Information System User #357*

The Principal for the term of this project is Gregory G. White, Ph.D., RPA. White will lead all field investigations, analysis, and report production. White has 49 years of professional experience in all corners of Northern and Central California, including preparation and execution of inventory, analysis, testing, data recovery, and treatment and management plans for federal, state, and private clients. White's CV listing project examples, references, and contract values is available on request.

STH (est. June, 2011) serves Federal, State, local, and private clients. Firm capabilities include vertebrate and invertebrate paleontology, prehistoric and historical archaeology, Native American coordination and consultation, regulatory compliance, and cultural resource training. Our Principals are recognized experts in National Historic Preservation Act "Section 106" compliance, Native American Graves Protection and Repatriation Act coordination, California Environmental Quality Act compliance, and Paleontological Resources Preservation Act compliance. STH is a small business adapted to the highly variable Northern California business environment; we are designed and managed to maintain a low overhead rate and retain the ability to take on large and small projects with an equal level detail, quality, and rapid response time. All employees and specialists are secured on a strictly project-specific basis. Owing in part to the Principal's long association with university instruction and deep ties to state and national professional organizations, STH maintains contact with a large pool of high quality project-specific technicians, managers, and specialists with whom we have extensive prior experience. We identify and hire these individuals on an as-needed basis. In addition to maintaining low overhead, this approach also allows us to assemble the best possible team for each project and to make the best possible match of skills, performance, and experience to project needs.

## ATTACHMENT E: INSURANCE AND INDEMNIFICATION

STH maintains insurance coverage in the following amounts: *General Liability* (\$4,000,000.00), *Non-Owned Vehicle Liability* (\$1,000,000.00), *Workers Compensation* (\$1,000,000.00), and *Professional E&O* (\$1,000,000.00). Coverage documentation and additional insured certs are available on client request.

## ATTACHMENT F: COST PROPOSAL

STH proposes to conduct the cultural resource investigation for a *not-to-exceed* price of \$12,980.75.



Project: STH24-03  
Task: Cultural Resource Study and EIR  
Airport Commercial Center  
City of Clearlake

FIELD				
TITLE	PERSONNEL	RATE/HR	HOURS	AMOUNT
Principal Investigator	G. White	\$ 113.50	20.00	\$2,270.00
Field Technician	TBD	\$ 37.50	20.00	\$750.00
<b>TOTAL FIELD</b>			40	\$3,020.00
COORDINATION-ANALYSIS-WRITE UP				
TITLE	PERSONNEL	RATE	HOURS	AMOUNT
Principal Investigator	G. White	\$ 113.50	80.00	\$9,080.00
<b>TOTAL REPORT WRITE-UP</b>			80	\$9,080.00
DIRECT COSTS				
EXPENSE		RATE	QUANTITY	AMOUNT
Miscellaneous expenses field and office		\$ 17.50	2.00	\$35.00
Housing		\$ 65.00	4.00	\$260.00
Per Diem		\$ 40.00	4.00	\$160.00
Mileage		\$ 0.655	650.00	\$425.75
<b>TOTAL DIRECT COSTS</b>				\$880.75
TOTAL COSTS				
<b>TOTAL</b>				<b>\$12,980.75</b>

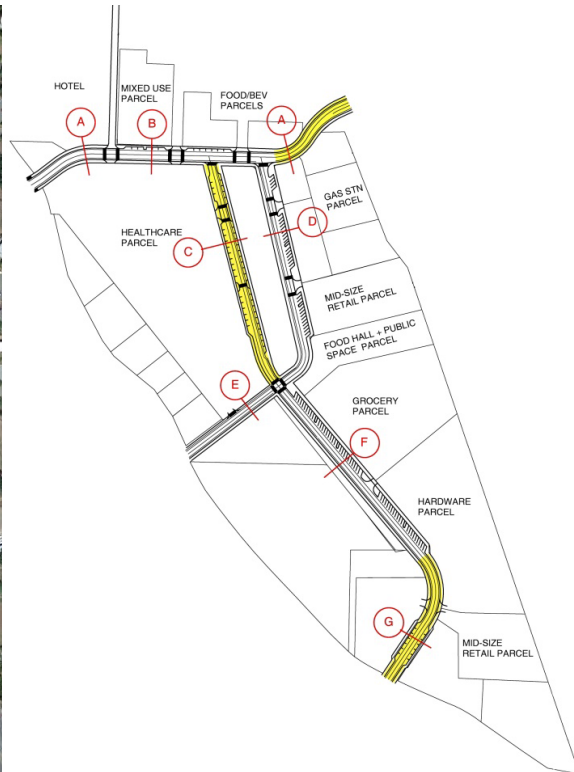
#### Notes

This cost schedule assumes a maximum of two cultural resources will be documented in the Project area.

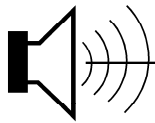
This cost schedule assumes hand-driven augers will adequately cover subsurface discovery. The viability of this option will be determined during initial field work.

## ATTACHMENT G: PROJECT LOCATION

*Location of Proposed 51-acre Airport Commercial Center Project, City of Clearlake, Lake County, California,  
APN #s 010-031-01, 010-031-02, 010-031-05, 010-031-06, 010-031-07, 010-031-08, 010-031-09, 010-043-06, 010-043-07,  
010-043-11, 010-043-17, 010-043-19, 010-043-33, 010-043-36, 010-043-38, 010-043-39, 010-043-40, 010-043-41, 010-043-  
42, 010-043-43, 010-043-44, 010-043-45, 010-043-46, 010-043-47, 010-043-48*



**Appendix C**  
**Acoustical Analysis Scope of Work**



December 29, 2023

Mr. Gary Price  
Price Consulting Services  
Transmitted via email: [gary@plannerprice.com](mailto:gary@plannerprice.com)

**Subject: Proposal to prepare an CEQA Level Noise & Vibration Analysis for the Clearlake Airport Commercial Project in Clearlake, California.  
BAC proposal #2023-152a**

Dear Gary:

Thank you for inviting our proposal for this project. It is our understanding that this noise analysis should be prepared in sufficient detail to support a CEQA document (EIR) and should address potential noise and vibration impact due to and upon the proposed project. To that end, Bollard Acoustical Consultants, Inc. (BAC) proposes the following scope of services, fee, schedule, and contract information.

#### **Scope of Services:**

- Standards of Significance:** BAC will review the noise and vibration standards of the City of Clearlake, as well as any germane state and federal standards, to develop the project standards of significance in accordance with the CEQA guidelines.
- Evaluation of Existing Noise Environment:** BAC will conduct an ambient noise survey to quantify existing noise conditions at the nearest potentially affected noise-sensitive land uses as well as in the vicinity of proposed sensitive uses to be located within the project area. The survey will consist of noise level measurements at as many locations deemed necessary to identify and quantify existing noise conditions for the project area.
- Analysis of Project-Related Traffic Noise Level Increases:** Based on traffic data provided by the project traffic consultant, BAC will utilize the Federal Highway Administration Traffic Noise Prediction Model (FHWA RD-77-108) to determine existing and future traffic noise levels, both with and without the proposed project.
- Assessment of Project-Related Noise and Vibration Impacts:** BAC will assess project-generated noise and vibration impacts at the nearest existing sensitive receivers. The assessment will include project construction, offsite traffic noise impacts (using the analysis results from Task 3), and commercial noise & vibration sources (parking lot activity, truck circulation, loading docks, mechanical equipment, etc.). BAC will utilize a combination of data previously collected by BAC staff at various commercial sites to quantify the noise generation of various aspects of the project. The noise level projections will include consideration of shielding of sensitive receptor locations (nearby residences) by intervening topography and any existing structures or sound walls. Noise levels will be quantified at existing and proposed sensitive receptor locations and compared against the project standards of significance developed in Task 1. Where project noise or vibration impacts are identified appropriate noise mitigation measures will be developed.



5. **Assessment of General Plan Compliance:** In addition to evaluating the potential noise impacts resulting from the project, BAC will also evaluate General Plan compliance by assessing potential noise and vibration impacts upon the future development of noise-sensitive uses within the project area (i.e. residential, hotel, mixed use, etc.). Where future noise or vibration levels would exceed General Plan standards at proposed sensitive uses located within the project site, appropriate noise mitigation measures will be developed.
6. **Preparation of a Written Report:** BAC will provide a written report which contains the results of each previous task in the above-described scope of work, as well as graphics showing noise and vibration measurement locations and potential mitigation locations as appropriate. The report will be provided electronically as a stand-alone technical analysis in Microsoft Word, and will include the CEQA Appendix G checklist. It is intended that BAC's report will be used to complete the noise portion of the CEQA document, but BAC does not propose to provide exact formatting of the report for direct insertion into the project EIR.
7. **Report Revisions, Responses to Comments, and Meeting Participation:** This proposal includes up to 10 hours for report revisions, preparation and attendance at meetings (either virtual or in person), and responses to comments.

#### **Timing for Completion of the Noise Study:**

We propose to complete this study and provide the Noise Study Report identified in Task 6 within approximately 8 weeks of receipt of all materials required to complete the study, including a contract, detailed project site plans, project description, and the project traffic study. In the event the traffic study is not immediately available, we will need 2-3 weeks from receipt of the project traffic study to complete that component of our evaluation.

#### **Cost for Consulting Services**

We propose to provide the above-described services for a total cost not to exceed \$15,000, including expenses. Other work outside the scope of this proposal, including attendance at meetings, responses to comments, or report revisions in excess of 10 hours, or revisions to the analysis due to changes in the project description or project site plans, would incur additional costs according to the attached fee schedule. We will notify you when we are within \$2,000 of exhausting our NTE contract amount, and will not undertake any additional work without your prior authorization. Payment terms are described in the attached fee schedule.



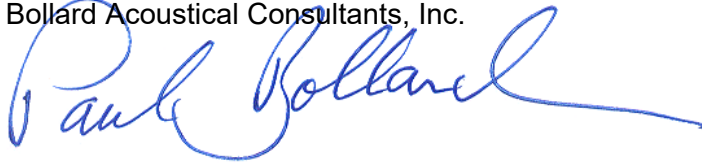
Mr. Gary Price  
December 29, 2023  
Page 3

Section H, Item 10.

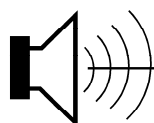
Thank you for inviting our proposal, and we hope to work with you and the City of Clearlake on this project. Please call me at (530) 537-2328 or [paulb@bacnoise.com](mailto:paulb@bacnoise.com) with any questions.

Sincerely,

Bollard Acoustical Consultants, Inc.

A handwritten signature in blue ink that reads "Paul Bollard". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Paul Bollard  
President



## Fee Schedule & Consulting Terms - Effective November 2023

### Contractual Agreement

The following terms are applicable to contracts between Bollard Acoustical Consultants, Inc. (**BAC**), and the person(s)/entity indicating acceptance of this proposal (**Client**).

### Billing Rates for Time and Expenses (T&E) Projects

The following rates shall be charged by BAC for consulting costs indicated as Time and Expenses (T&E) in BAC proposals. For such projects, BAC invoices will be itemized indicating the hours spent and rates indicated below will apply. If the BAC proposal indicates the project is a Fixed-Fee project, itemized invoices showing hours spent and billing rates will not be provided.

<u>Staff / Expense Item</u>	<u>Rate</u>
Principal Consultant (Bollard)	\$275 / hr.
Principal Consultant (Gotchet)	\$225 / hr.
Associate Consultant	\$175 / hr.
Principal Consultant Legal Work	\$450 / hr.
Technician	\$150 / hr.
Clerical Support Staff	\$75 / hr.
Mileage Reimbursement	¢65 / mile
Per Diem Charges (meals & lodging)	\$250 / day
Other travel expenses (flights, rental car, etc.)	As incurred
Sound Level Meter Charge (less than 1 week)	Included in Proposal Cost
Sound Level Meter Charge (greater than 1 week)	\$100 / day / meter

### Retainer Requirements

For new private-sector clients, Bollard Acoustical Consultants, Inc. reserves the right to require a 50% retainer prior to beginning work on the project. If such retainers are required, BAC will specify those requirements in the "Cost for Consulting Services" section of the proposal.

### Invoicing and Terms of Payment

Client is solely responsible for payment of BAC's invoices in a timely manner, regardless of whether or not Client has been paid for their services by another party. Unless directed otherwise, BAC will submit invoices to the addressee of BAC's proposal and that person shall be responsible for ensuring our invoices are routed to the proper individuals for payment in a timely manner.

If invoices are to be submitted to someone other than the addressee of the proposal, Client shall provide detailed invoicing instructions and requirements at the *time of acceptance* of BAC's proposal. If lien releases or other administrative requirements are needed prior to the payment of BAC invoices, Client shall advise BAC of those requirements at the *time of acceptance* of BAC's proposal.

Bollard Acoustical Consultants, Inc. normally submits invoices upon completion of the work outlined in the scope of services included in the BAC proposal. However, BAC will submit monthly invoices for services and expenses which have been incurred when project timelines exceed 30 days. Payment for professional services is due within 60 days of the invoice date, and past due thereafter. Past due invoices will incur interest at the rate of 1.5% per month on the balance due.

### **Insurance Coverage**

Bollard Acoustical Consultants, Inc. maintains general and professional liability insurance policies with two million dollars coverage each and maintains automobile liability insurance coverage at one million dollars. Should you require insurance coverage greater than BAC's coverage, or special language which would incur additional costs from our insurers, BAC reserves the right to revise this proposal to cover the additional cost of the increased coverage and/or additional language.

If BAC is not made aware of additional insurance requirements at the time of acceptance of this proposal, no additional insurance shall be required to be provided by BAC in order to have BAC's invoices paid by the Client.

### **Commitment to the Environment**

In our ongoing effort to minimize our environmental footprint and reduce costs, BAC will transmit project correspondence electronically via e-mail, including proposals, draft and final reports (including graphics and appendices), and invoices for professional services rendered. Paper copies of our work products will not automatically be generated. If paper copies of any work product are required, BAC will provide such copies upon request. We ask that our Clients please partner with us by transmitting all project correspondence to us electronically as well.

**Appendix D**  
**Traffic Analysis Study Scope of Work**



January 11, 2024

Mr. Gary Price  
Price Consulting Services  
12144 Bitney Springs Road  
Nevada City, CA 95959

**Proposal to Prepare a Transportation Study for the Clearlake Airport Area Commercial Project EIR**

Dear Mr. Price;

W-Trans is pleased to provide this proposal to evaluate potential transportation impacts and traffic operational effects associated with the proposed redevelopment of the former Airport site in the City of Clearlake. The following scope of services is based on our experience with preparation of numerous transportation studies for projects in Clearlake including the Airport Hotel Project at the northern end of the subject project site and our conversations with you. Although not relevant to the CEQA review process, it is understood that the potential for the development to affect traffic operation is a concern to the community; therefore, an operational analysis with Level of Service (LOS) is included in our scope of work.

**Understanding**

It is understood that the proposed project is redevelopment of the former airport site in the City of Clearlake on approximately 40 acres west of SR 53 and east of Old Highway 53. As indicated in the Clearlake Conceptual Plan dated December 6, 2021, the project is anticipated to include commercial, residential, public park, and healthcare components.

**Study Area and Periods**

The study area will encompass the project site itself, as well as connections to the primary street system including Old Highway 53 and SR 53. The following five intersections would be analyzed. Conditions during the weekday a.m. and p.m. peak periods will be documented as well as the Saturday afternoon peak period.

- 1. Old Highway 53/18<sup>th</sup> Avenue Extension (proposed intersection)
- 2. SR 53/18<sup>th</sup> Avenue
- 3. Old Highway 53/Street A (proposed intersection)
- 4. Old Highway 53/Street B (proposed intersection)
- 5. SR 53/Dam Road

**Project Initiation**

- 1. Available background documents such as the City’s General Plan, the LAPC Regional Baseline Study, the SR 53 Corridor Local Circulation Study, and development traffic studies will be reviewed for relevance to the current effort.
- 2. The Project Manager will participate in a kick-off meeting with the consultant team and City staff to define the goals and objectives of the project, fine-tune the scope and schedule, and establish communication protocols. It is assumed that this meeting will either be virtual or in conjunction with a site visit. Following this meeting the scope will be adjusted, if necessary, though it is anticipated that any changes would need to be cost-neutral to avoid modifying the contract amount.
- 3. A site visit will be performed to review the area and gain a better understanding of the existing circulation network, including streets, sidewalks, bike facilities, as well as right-of-way controls. Photographs will be taken to document current field conditions.

Mr. Gary Price

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January 11, 2024

4. Machine counts will be obtained for a typical weekday and Saturday on SR 53 and Old Highway 53. New multi-modal turning movement counts will be obtained for the weekday a.m., weekday p.m., and Saturday afternoon peak periods at the two existing study intersections.

### **Project Description Refinement and Trip Generation**

5. W-Trans staff will remain available to assist the project team with refinement and finalization of the project description in consideration of our local knowledge of circulation patterns and traffic issues in the project vicinity. Up to ten hours of meetings and coordination regarding development of the project description is included in this scope.
6. The trip generation for the project area will be developed on a parcel-specific basis, if possible. Up to three iterations of the trip generation are included in this scope of work. Additional iterations beyond that would require an amendment to the contract amount. It is anticipated that this information would be beneficial in fine-tuning and finalizing the project description prior to initiating work on the EIR.

### **Transportation Study**

A stand-alone transportation study will be prepared to address traffic operation issues as well as CEQA topics.

### **Operations**

7. Traffic operation under existing volumes, controls and lane configurations will be determined and presented in text, a summary table, and figures.
8. Build-out volumes for the study intersections under current zoning will be obtained from the General Plan analysis and used to project future operating conditions assuming the planned controls and lane configurations identified in the General Plan. No new modeling is anticipated to be needed for development of future traffic volumes as there has been sufficient historical work done in the study area that can be relied upon.
9. Project trips will be added, and operation evaluated under Existing plus Project and Future plus Project volumes to determine if any additional improvements would be needed to support the development beyond those already identified in the General Plan.

### **CEQA Issues**

The four bullet points identified in CEQA, will be addressed as follows.

10. Consistency with programs, plans, ordinances, and policies addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, will be evaluated in light of the anticipated increase in use of alternative modes associated with the project.
11. The potential for the project to conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b) will be evaluated based the project's anticipated Vehicle Miles Traveled (VMT). The analysis will rely on screening maps prepared for the LAPC Regional Baseline Study, which indicates that the development area is located within pre-screened low VMT generating area for both residential and commercial land uses. It is understood that Caltrans has indicated that they would accept this level of analysis; therefore, project-specific model runs are not anticipated to be needed. Because the focus of the redevelopment is to intensify development, create local centralized jobs and housing, and promote non-vehicular modes of travel, it is anticipated that the impact of the proposed project compared with the existing baseline will be a net benefit to the region. Should the project be determined to have a significant impact, preparation of mitigation measures would require an amendment to our scope of work.

Mr. Gary Price

Page 3

January 11, 2024

12. The potential for the project to impact safety will be evaluated in terms of the anticipated need for new or additional turn lanes at intersections and driveways serving the project site, right of way controls needed for new intersections, available sight distance, and the potential increase in queuing in dedicated turn lanes at study intersections. The need to adhere to applicable design standards will also be cited.
13. The project will be evaluated qualitatively to determine the adequacy of emergency access.

**Report**

14. A draft report providing details of the analysis, tables, figures, conclusions, and recommendations will be provided for review.
15. Following one round of review, the transportation study will be finalized.

**EIR**

16. It is understood that the standalone transportation study would be used to develop the transportation section of the EIR. W-Trans will remain available to provide ten hours of support in development of the transportation section of the draft EIR.
17. The Project Manager or Principal in Charge will be available to virtually attend a hearing in front of the Planning Commission to obtain comments.
18. Comments on the transportation section of the EIR will be addressed in writing. W-Trans will provide up to 40 hours of support responding to comments received on the draft EIR.
19. The Project Manager or Principal in Charge will be available to virtually attend a hearing in front of the City Council to certify the Final EIR.


**Exclusions** – The scope of services includes only those items that are specifically identified above. Any additional services, such as meetings or hearings beyond those specified, requests for further analysis, multiple rounds of comments, or responding to peer review comments, if needed would be provided on a time and materials basis after receiving written authorization for the extra work.

**Schedule and Budget**

The draft Transportation Study can be submitted within approximately 8 to 10 weeks upon finalization of the project description. All other services would be conducted in parallel with the overall project schedule. Our services will be conducted on a time and materials basis at the rates indicated on the enclosed sheet. Monthly invoices will be provided electronically unless a hard copy via mail is requested. The estimated maximum fee for this work is \$54,850, as shown by task in the enclosed fee estimate summary.

Enclosed is a copy of our standard contract. Please sign and return it if you wish to initiate work. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Sincerely,



Dalene J. Whitlock, PE (Civil, Traffic), PTOE  
Senior Principal

DJW/cn/CLE032.P1

Enclosures: Standard Contract Form, 2024 Fee Schedule, Fee Estimate Summary

**Contract Agreement to Engage the Services of  
Whitlock & Weinberger Transportation, Inc. (DBA W-Trans)**

Section H, Item 10.

**Project Number**    CLE032

THIS AGREEMENT, entered into on \_\_\_\_\_, 2024, by and between Whitlock & Weinberger Transportation, Inc., whose address is 490 Mendocino Avenue, Suite 201, Santa Rosa, CA 95401, hereinafter called W-Trans, and the party whose name and address are:

<b>Firm Name</b>	Price Consulting Services
<b>Street Address</b>	12144 Bitney Springs Road
<b>Mailing Address</b>	Same
<b>City, State Zip</b>	Nevada City, CA 95959
<b>Telephone</b>	(530) 272-6434
<b>Attention</b>	Mr. Gary Price
<b>E-mail</b>	gary@plannerprice.com

Hereinafter called "CLIENT," concerns the proposed project of CLIENT. The following is a general description of the project which is hereinafter referred to as "PROJECT":

**Transportation Impact Study for the Clearlake Airport Area Commercial Project EIR**


Regarding the PROJECT, the CLIENT and W-Trans agree as follows:

- A. W-Trans agrees to perform certain consulting, design, investigation or other services for CLIENT as detailed in our attached scope of services and letter dated **January 11, 2024**.
- B. CLIENT agrees to pay W-Trans as compensation for its services on a time and materials basis in accordance with the fee schedule in the letter dated **January 11, 2024**, up to an estimated maximum amount of **\$54,850**.
- C. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and will be applied to any unpaid balance commencing 30 days after the original invoice.
- D. The standard provisions set forth upon the reverse side hereof are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated and on the reverse side hereof, the day and year first above written.

**Whitlock & Weinberger Transportation, Inc.**

**Client**

By:   
Printed Name: Dalene J. Whitlock, PE, PTOE  
Title: Senior Principal  
License No. C38942  
Date: January 11, 2024

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Standard Provisions of Agreement

The CLIENT and W-Trans agree that the following provisions shall be a part of their agreement:

1. The CLIENT binds himself, his partners, successors, executors, administrator, and assigns to W-Trans this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the PROJECT covered by this contract is required by a governmental agency or the CLIENT and, in the event that due to change of policy of said agency or CLIENT after the date of the agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.
3. The CLIENT shall pay as extra work the costs of any fees, aerial photography, costs for attendance at public hearings and meetings, mileage costs, blueprints and reproduction, and all other charges not specifically covered by the terms of this agreement.
4. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, attorneys' fees and court costs shall be paid by the non-prevailing party.
5. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Any deposit collected shall be applied to the final invoices, or earlier at the discretion of W-Trans. If the invoice is not paid within 30 days, W-Trans may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the work.
6. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and may be applied to any unpaid balance commencing 30 days after the date of the original invoice at the sole election of W-Trans. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection and reasonable attorneys' fees.
7. In the event all or any portion of the work prepared or partially prepared by W-Trans be suspended, abandoned or terminated, the CLIENT shall pay W-Trans for the work performed on a percent complete basis, not to exceed any maximum contract amount specified herein, to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. The CLIENT or W-Trans may terminate this Agreement without penalty upon giving the other party 30 calendar days' notice in writing. In the event that the CLIENT terminates, payment shall be remitted within seven (7) calendar days of receipt.
9. In the event that CLIENT institutes a suit against W-Trans because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if the verdict is rendered in favor of W-Trans, CLIENT agrees to pay W-Trans any and all costs of defense, including attorneys' fees, expert witnesses' fees, court costs and any and all other expenses of defense which may be needful immediately following dismissal of the case or immediately upon the verdict being rendered in behalf of W-Trans.
10. W-Trans makes no representation concerning the cost figures made in connection with maps, plans, specifications, or drawings other than that all cost figures are estimates only and W-Trans shall not be responsible for fluctuations in cost factors.
11. No conditions or representations altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon in writing by either party to this agreement and accepted in writing by the other.
12. W-Trans shall not be responsible for damages resulting from delays in performance caused by any factors beyond W-Trans' reasonable control. In the case of any such cause of delay, the time of completion shall be extended accordingly.
13. W-Trans makes no warrant, either express or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
14. In accepting and utilizing any drawings, reports or data on any form of electronic media generated and provided by W-Trans, the CLIENT covenants and agrees that all such electronic files are instruments of service of W-Trans, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees that when transferring these electronic files to others without the prior written consent of W-Trans, it will be at their own risk. W-Trans cannot guarantee the accuracy of the receiving party's data. The CLIENT further agrees to waive all claims against W-Trans resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than W-Trans.
15. The CLIENT agrees to limit W-Trans' liability to the CLIENT and/or the owner, and to all contractors and subcontractors on the PROJECT, due to W-Trans' negligent acts, errors or omissions, such that the total aggregate liability of W-Trans to all those named shall not exceed \$50,000 or W-Trans' total fee for services rendered on this PROJECT, whichever amount is greater. The client agrees to hold W-Trans harmless for all claims for property damage and bodily injury, including death, arising out of the work to be performed by the W-Trans hereunder and resulting from the negligent act or omissions of the Client and/or owner, all Contractors and subcontractors on the project.
16. In the event any provision of this agreement shall be held to be invalid or unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
17. Services provided within this agreement are for the exclusive use of the CLIENT.
18. Billing rates are subject to increase annually effective January 1 of each calendar year. If the project is not completed within the calendar year, compensation may be renegotiated between W-Trans and CLIENT, though the new rates would automatically be applicable.



**Fee Schedule**

**2024 Staff Billing Rates**

Position	Billing Rate (per hour)
Senior Principal	\$300 – \$375
Principal	\$230 – \$300
Senior Engineer/Planner	\$200 – \$230
Engineer/Planner	\$175 – \$200
Associate Engineer/Planner	\$160 – \$175
Assistant Engineer/Planner	\$135 – \$155
Technician/Administrative	\$125 – \$155
Intern	\$30 – \$80
Field Technician	\$30 – \$75

**2024 Expense Charges**

Item	Charge
Mileage	\$0.74/mile*
Services and Expenses	10% surcharge

These rates are valid for work performed prior to December 31, 2024. Work performed after January 1, 2025, and any subsequent year may be billed at the revised rates established for that year.

\* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.67/mile effective January 1, 2024) plus 10 percent.

Clearlake Airport Area Commercial Project EIR  
W-Trans Fee Estimate

Task	HOURS BY STAFF MEMBER						Total Hours
	Dalene Whitlock	Zack Matley	Cameron Nye	Mark Brown	Admin 1	Misc	
Project Initiation & Data Collection	2	1	13	2	1	\$2,860	19
Project Description Refinement & Trip Generation	6	1	15	14	0	\$0	36
Transportation Study	10	12	28	56	15	\$0	121
EIR	18	7	20	22	0	\$0	67
Project Management	2	1	8	0	2	\$0	13
	38	22	84	94	18	\$2,860	256

Task	FEE AT HOURLY RATES INDICATED						TOTAL
	\$355	\$260	\$190	\$155	\$125	LS	
Project Initiation & Data Collection	\$710	\$260	\$2,470	\$310	\$125	\$2,860	\$6,735
Project Description Refinement & Trip Generation	\$2,130	\$260	\$2,850	\$2,170	\$0	\$0	\$7,410
Transportation Study	\$3,550	\$3,120	\$5,320	\$8,680	\$1,875	\$0	\$22,545
EIR	\$6,390	\$1,820	\$3,800	\$3,410	\$0	\$0	\$15,420
Project Management	\$710	\$260	\$1,520	\$0	\$250	\$0	\$2,740
	\$13,490	\$5,720	\$15,960	\$14,570	\$2,250	\$2,860	\$54,850

These rates are valid for work performed prior to December 31, 2024. Work performed after January 1, 2024, and any subsequent year may be billed at the revised rates established for that year. \* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.67/mile effective January 1, 2024) plus 10 percent.

**CITY OF CLEARLAKE  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT  
FOR THE AIRPORT AREA COMMERCIAL DEVELOPMENT PROJECT**

This Agreement is entered into this 18<sup>th</sup> day of January, 2024, by and between the City of Clearlake, a California municipal corporation (“City”), and Gary Price, an individual dba Price Consulting Services, a Sole Proprietor (“Consultant”).

**RECITALS**

- A. Consultant desires to perform and assume responsibility for the provision of professional consultant services required by the City on the terms and conditions set forth in this Agreement.
- B. Consultant has presented a proposal for such services to the City, dated January 11, 2023, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services
- C. 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 Agreement is based on such independent investigation and research.
- D. City desires to engage Consultant to render such services as set forth in this Agreement.

**AGREEMENT**

**1. SCOPE OF SERVICES**

- 1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary services to prepare an Environmental Impact Report for the Airport Area Commercial Development Project (“Services”). The Services are more particularly described in Exhibit “A.”

**2. SCHEDULE OF SERVICES**

- 2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit “A.”

2.2     Extension 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 City in writing and shall be incorporated in written amendments to this Agreement.

**3.     FEES AND PAYMENTS**

3.1     Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A.” The total compensation shall not exceed \$277,686 dollars with optional tasks and contingency not to exceed \$322,139 dollars as per Consultant proposal (Exhibit A) without City’s prior written approval.

3.2     Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

**4.     CHANGES**

4.1     The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

**5.     RESPONSABILITIES OF CONSULTANT**

5.1     Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement 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 City. The City 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 Agreement.

5.2     Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3     Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant’s staff in

the performance of Services and shall be available to Consultant’s staff at all reasonable times.

- 5.4 Warranty. 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. Consultant further represents and agrees that, to the best of its its abilities, it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.
- 5.5 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, and 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 City’s conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant’s duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant’s duties under this agreement 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 City.

**6.0 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

- 6.1 Documents & Data; Licensing of Intellectual Property: This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City’s sole risk.

- 6.2     Confidentiality: All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**7.0     ACCOUNTING RECORDS**

- 7.1     Maintenance and Inspection: Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

**8.0     SUBCONTRACTING**

- 8.1     Prior Approval Required: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**9.0     SPECIAL RISKS OR CIRCUMSTANCES**

Upon written notice to Consultant, City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**10.0    TERMINATION OF AGREEMENT**

- 10.1    Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
- 10.2    Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 10.3    Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**11.0 GENERAL PROVISIONS**

**11.1 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:  
City of Clearlake  
14050 Olympic Drive  
Clearlake, California 95422  
Attn: Alan Flora, City Manager

Consultant:  
Price Consulting Services  
12144 Bitney Springs Road  
Nevada City, CA  
Attn: Gary Price, Principal

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**11.2 Indemnification:** Consultant shall defend, indemnify and hold the City, its elected officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and reasonable and actual attorneys’ fees and other related costs and expenses where recoverable under applicable law on account of negligence, except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Any insurance proceeds received by the City, its directors, officials, officers, employees, agents or volunteers shall offset any duty of Consultant to indemnify hereunder so as to avoid double recover. Moreover, notwithstanding any other provision in this Agreement to the contrary, Consultant’s total liability under this Agreement shall not exceed the compensation received by Consultant pursuant to this Agreement.

**11.3 Laws and Regulations:** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances



in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any alleged or actual negligent or wrongful failure to comply with such laws, rules or regulations.

- 11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.
- 11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.
- 11.6 Equal Opportunity Employment. 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.
- 11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and to extent they apply to Consultant, agrees to comply with such provisions before commencing the performance of the Services.
- 11.8 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable and actual attorneys’ fees and all other costs of such action.
- 11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that

claims for money due or to become due Consultant from the City under this Agreement 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 City.

- 11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- 11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.
- 11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Lake County.
- 11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement. Consultant shall diligently proceed with the agreed scope of services and shall provide such services in a timely manner to the extent under the control of Consultant. Consultant will not be held responsible for delays that occur due to causes outside the control of Consultant.
- 11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- 11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
- 11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 11.20 Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. Signatures may be given by emailed pdf or other electronic means with the same force as original, wet signatures.

## 12 INSURANCE.

12.1 Time for Compliance. Consultant shall not commence services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, unless specifically excluded herein, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

12.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

12.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

12.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

### 12.3 Endorsements.

12.3.1 The policy or policies of insurance required by Sections 12.2.1 Commercial General Liability and 12.2.2 Automobile Liability shall be endorsed to provide the following:

12.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

12.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

12.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner

as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

- 12.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- 12.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
- 12.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- 12.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:
  - 12.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
  - 12.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- 12.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:
  - 12.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- 12.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- 12.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or

reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

- 12.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

- 12.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF CLEARLAKE

(INSERT NAME OF CONSULTANT)

BY: \_\_\_\_\_

Alan Flora, City Manager

BY: \_\_\_\_\_

Gary Price, Principal

Price Consulting Services

Exhibit “A”

Consultant Proposal

[ATTACH CONSULTANT PROPOSAL]

610 Esther Street, Suite 200  
Vancouver, WA 98660

360.694.8571



# Firm Overview

PREPARED FOR

**Alan Flora**  
City Manager

**City of Clearlake — Airport Master Plan**

ISSUED ON  
**12.15.2023**



610 Esther Street, Suite 200  
Vancouver, WA 98660

**360.694.8571**

December 15, 2023

Re: **City of Clearlake — Airport Master Plan**

Dear Alan,

Thank you for the opportunity to provide the enclosed proposal, focused on supporting the City of Clearlake in continuing your visionary work to reimagine the future and long-term impact of the former airport property. The site, in its entirety, represents an incredible opportunity for the city to take an active role in championing one of the most catalytic economic and community development projects for your community and the region.

Nestled perfectly between the urban expanse of the Bay Area, the combined economic and physical beauty of wine country, and the towering natural metropolis of Redwoods, Clearlake is positioned for an exciting and dynamic future as a growing community. With access to an abundance of opportunity rooted in the surrounding geography and ongoing availability of land, we recognize the critical importance of this point in time and are grateful for the potential to become a foundational integrated and trusted partner of the City and the broader community, to develop a shared vision for the future.

A community-first design studio born out of a love and commitment to the success of our growing communities, LSW's leaders, team members, and consulting partners represent some of the most passionate, committed, and technically skilled champions of sustainable and thoughtful urban growth. Understanding the distinct needs and overlapping contexts contained across the Clearlake community will be foundationally important to a successful place-based project – supporting the City in refining the incredible work already completed in an effort to meaningfully engage an array of stakeholders to contribute to a truly shared vision for the airport's redevelopment. Appreciating the work done, alongside the work still yet to be done, we are excited to lead an integrated vision, design, and engagement platform that delivers a successful and focused plan that not only represents the needs and wants of the community but attracts world-class developer and tenant interest to create a thriving urban center offering a main street feel alongside contemporary amenities.

At LSW, we've built a highly intentional and curated team of designers, land use experts, and integrated economic development professionals for the sole purpose of supporting our municipal clients and growing communities with a comprehensive array of services, skills, and technical abilities to chart a course for their long-term futures and successes. We are a team that understands projects of this start at the grassroots scale and require focused and continuous support, nurturing, and championship all the way through conceptual design, public engagement, approvals, and delivery. We understand the complexities of public involvement, aligning needs, wants, and desires of communities, all while supporting city staff in creating spaces and places that align with ongoing growth planning and aspirations.

It is with tremendous excitement that we present this core team as your partners, advocates, and collaborators in delivering a truly world-class master plan that empowers a vibrant, resilient, and achievable future for the City of Clearlake, your residents, businesses, and visitors alike.

Sincerely,



Stefani Randall, AIA, NCARB | Principle-in-Charge  
srandall@lsw-architects.com



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# Fee Proposal

*The journey starts with you. We're here to understand your vision, focus on the details, and create a clear path toward success.*



Project Understanding

The City of Clearlake, California would like to begin environmental review for the entire 40-acre vacant airport site, located at the gateway from the south into Clearlake, between the historic Old Highway/Lakeshore drive to the West and the current HWY 53 bounding at the east. The wellness parcel and hotel will be developed by others and is not included in the scope for site development. 18th Avenue has already been documented for construction. A conceptual package was developed for the site in 2021, and is the basis for design for the next phase of development.

This site will be developed as a new subarea district for the city and identified the following goals as part of the initial concept plan for the development of the site:

- Wellness tenants and community resources for fitness, small business
- Destination for visitors, community
- Car accommodation + pedestrian/bike strategy
- Clearlake identity at South Gateway with an Art mural initiative with County Arts Council
- Walkable retail, services, public space
- New brand, street improvements, park improvements, existing business improvement initiative
- Transit, bike, and pedestrian connections
- Visibility along Highway 53
- Healthcare resources for the region
- Sense of center, place, walking/fitness, play, community events
- Local businesses promotion
- Attract jobs, visitors, commerce

Project Assumptions

- 2021 Conceptual package as basis for design for the next phase of development.
- City to provide Alta survey of entire site as background with property lines.
- City to provide commercial retail program requirements.
- Team to coordinate with Adventist Health

Summary of Services Not Provided

- Geotechnical engineering/surveying
- Civil engineering services
- Permit/system development/agency process fees
- Archaeological or environmental testing
- Procurement of construction services, materials, fixtures, and/or equipment
- Traffic studies or surveys
- LEED, Living Building, Energy Star, or other green building certifications
- Application assistance and/or energy studies for utility, State, or Federal incentive programs or grants are excluded from this proposal
- Marketing materials including, but not limited to, graphic plans and material finish boards and/or other related marketing services including 3-D computer rendering

Project Scope & Deliverables

The project scope is broken into the following 3 phases:

- Phase 1 — Master Plan Site Development
  - a.) StoryForm development
  - b.) Preparation, attendance and documentation of (1) community engagement open house. Travel and printing to be included as reimbursable expenses. Team will utilize 2021 concept packet for presentation boards.
  - c.) Site plan development for preparation of EIR (Environmental Impact Report) by consultant under separate contract with City.
  - d.) Site Feasibility Study: Program landuse matrix to include building footprint/SF, unit count, parking count, basic building massing to determine Building Heights
- Phase 2 — Conceptual Design Development and Marketing Renderings
  - a.) Colored siteplan
  - b.) Aerial rendering
  - c.) 6-10 Key views — pedestrian experience renderings
- Phase 3 — Drafting of the Design guidelines to be incorporated into a specific plan or other as the City determines.

Draft Project Schedule

- Phase 1 — Master Plan Site Development: 2-3 months
  - Phase 2 — Conceptual Design Development and Marketing Renderings: 3 months
  - Phase 3 — Drafting of the Design guidelines to be incorporated into a specific plan or other as the City determines: 1 -2 months
- \*The timeline for the initial phase of site plan development would be estimated at 2-3 months to submittal for EIR. The EIR will take from 9-12 months. During that time, the conceptual renderings and design guidelines will be developed.*

Compensation

LSW shall provide Basic Services on a Lump Sum Fee basis. Additional services, if necessary to complete the project or agreed to by the Owner and Architect, will be accrued in accordance with LSW's Hourly Billing Rates. Printing costs and other reimbursable expenses will be charged at cost plus ten (10) percent.

Phase 1 — Master Plan Site Development  
Architectural and Premium StoryForm: \$75,000  
Landscape: \$65,000

PHASE 1 TOTAL\$140,000

*\*Reimbursables approximately \$5,000*  
*\*Once Phase 2 and Phase 3 components are defined, pricing can be adjusted.*

Phase 2 — Conceptual Design Development and Marketing Renderings  
Architectural: \$30-\$40,000  
Landscape: \$15,000

Phase 3 — Drafting of the Design guidelines to be incorporated into a Specific Plan or other as the City determines  
Architectural: Time and Materials NTE \$15,000  
Landscape: Time and Materials NTE \$15,000

*\* Team can provide development of the Specific Plan. Pricing estimate would follow T&M not to exceed total of \$30,000.*

Next Steps

To confirm your acceptance of this Agreement, and to authorize LSW to commence services, please sign below where indicated and return a fully executed copy of this Agreement to my attention. If you have any questions, or need further clarification, please feel free to contact me directly.

Agreement Signatures

\_\_\_\_\_  
Stefani Randall, AIA, NCARB | Principal  
LSW Architects, PC  
Date

\_\_\_\_\_  
Alan Flora | City Manager  
City of Clearlake  
Date

## General Terms & Conditions

**1. Agreement.** The General Terms and Conditions are attached to and part of Letter, Proposal or Interim Agreement dated: December 15, 2023 for City of Clearlake ("Owner") regarding City of Clearlake — Airport Master Plan (the "Project"). Together, the Proposal and the General Terms and Conditions constitute the agreement by which LSW shall provide services to the Owner for the Project and are collectively referred to herein as the "Agreement."

**2. Services.** LSW shall provide the services described in the applicable Letter, Proposal or Interim Agreement (the "Services.")

**3. Standard of Care.** LSW shall perform the Services in a manner consistent with the degree of skill and care ordinarily exercised by Architects in the location of the Project that provide the same services, under similar circumstances (hereinafter, the "Professional Standard"). LSW makes no other warranty, certification or guarantee with respect to its services or work product.

**4. Payment.** LSW shall bill Owner monthly for services provided. Payment is due on receipt of LSW's invoice and shall be made without retention, holdback, or offset. Invoices not paid within 30 days shall be subject to a late payment charge of one percent (1%) per month. Payment to LSW shall not be contingent on Owner's receipt of funds or payment from any third-party.

**5. Owner Information.** Owner acknowledges that performance of the Services depends, in part, on project specific information that may change during the Project. LSW is entitled to rely on any information, plans, estimates, data, studies, reports, equipment and product descriptions and information, and other project information provided to it by Owner. Owner shall promptly notify LSW of changes to project information previously provided to LSW.

**6. Ownership of Instruments of Service.** The work product prepared by LSW related to the Project are Instruments of Service for the execution of the Project and are solely for the exclusive use of the Owner. LSW grants Owner a non-exclusive license to use the Instruments of Service for the Project. LSW retains ownership and copyright rights on these documents. LSW's Instruments of Service may not be used on any other project without LSW's prior written Agreement.

**7. Electronic Document / BIM.** Instruments of Service to be provided or transmitted electronically shall be in a format that will not allow modification. Use of BIM, including Revit or other 3D-modeling software shall be for LSW's own design and coordination purposes. LSW's Revit Model, or other 3D models shall not be set-up, developed, or maintained by LSW for other purposes, and shall not be shared with Owner, Contractor, or any third-party, unless otherwise agreed in writing. If requested by Owner, LSW shall provide modifiable electronic copies of plans and specifications as exported AutoCad files, but only subject to LSW's standard Electronic Document Release executed by Owner and the receiving party.

**8. Additional Services.** "Additional Services" are services in addition to the Services, for which LSW shall be compensated by Owner. Additional Services shall include, without limitation, services necessitated by a material change to: 1) Information or reasonable assumptions upon which the Proposal is based, 2) Increased project scope beyond what is described in the proposal, project description, or program, or by the timing of project revisions that require LSW to re-design, or re-document, such revisions after previous approvals of the design. Unless otherwise agreed in writing, Additional Services shall be provided on a time and materials basis at LSW's standard hourly rates.

**9. Construction.** LSW shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs used by any contractor, subcontractor or supplier, nor shall LSW be responsible for any contractor's, subcontractor's or supplier's failure to perform work in accordance with the requirements of the applicable construction documents. LSW shall not have control over or charge of, and shall not be responsible for, acts or omissions of any contractor, subcontractor, supplier, or of any other persons or entities performing portions of the Work.

**10. Termination.** Either Owner or LSW may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, but only after giving the other party ten (10) calendar days' prior written notice and opportunity to cure the substantial nonperformance. Within thirty (30) calendar days of suspension or termination, Owner shall pay LSW compensation earned to the date of suspension termination.

### 11. Dispute Resolution.

**a. Mediation.** Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not agree on a mediator, then the matter shall be submitted to the Arbitration Service of Portland ("ASP") for administration. Mediations fees and expenses will be shared by the parties equally.

**b. Arbitration.** Any claims arising out of this Agreement that are not resolved in mediation shall be subject to binding arbitration. Unless the parties agree otherwise, the parties shall pursue resolution of all claims through The Arbitration Service of Portland ("ASP") by filing in writing with the other party to the Agreement and with ASP, and the he rules of ASP shall govern all proceedings.

**12. Insurance.** LSW, at its own expense, carries professional liability, workers' compensation and employer's liability coverage as required by applicable state law, and general liability insurance (including automobile liability). The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. All policies are available for inspection at Owner's request. If Owner desires insurance coverage in addition to that carried by LSW at the time this Memorandum of Engagement is issued, LSW will cooperate to obtain such additional insurance, if available, at Owner's expense.

**13. Indemnification.** Owner agrees to require that LSW be named as an additional indemnitee in all provisions, clauses, contracts, or agreements related to the Project made between or among Owner, contractors, subcontractors, suppliers and/or other third parties in which Owner is named as an indemnitee. In addition, LSW and Owner each agrees to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expert fees (collectively "Damages"), that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither LSW nor Owner shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither LSW, nor Owner, shall have a duty to provide the other an up-front defense of any claim.

**14. Limitation of Liability.** Owner agrees to require LSW be named as an additional insured for all insurance policies carried by contractors, subcontractors, and suppliers on which Owner has been or will be named as an additional insured. Regardless of the presence or absence of insurance coverage, LSW shall not be liable for loss or damage caused by delays beyond LSWs' control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Owner or others, however caused. LSWs' liability for claims arising from this Agreement shall be limited as follows: (a) for insured liabilities arising out of LSWs' negligence, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liabilities, to 50 percent (50%) of the architectural fee earned by LSW under this Agreement. Owner expressly agrees to this limitation of liability.

**15. No Third-Party Beneficiary.** This Agreement does not give any rights or benefits to anyone other than Owner or LSW.

**16. Entire Agreement.** The Agreement states all terms of the parties' Agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements. This Agreement may not be modified or amended except by mutual written agreement of LSW and Owner.

**17. No Assignment.** Neither party may assign their rights or obligations under this Agreement, except that LSW may utilize contractors or subconsultants to provide services, as provided in this Agreement.

**18. Governing Law and Venue.** This Agreement shall be governed by Washington law. Venue for and claim arising from this Agreement shall be Clark County, WA.

**19. Severability.** In the event any provision of this Agreement is determined to be unlawful, then remainder shall be enforceable.





# *Firm Overview*

*As a firm, everything we offer our clients, from our unique processes and long-term goals, centers on community impact.*





**For more than 70 years, we've pursued opportunities that support people, ideas that shape culture, and projects that add lasting value.**

Founded in 1955, LSW employs 40 professionals serving clients all over the West Coast. Our multigenerational team of architects, planners and designers brings strength to the firm through a diverse cross-section of perspectives, creative talents, and skills. We model and cultivate an approach that strengthens the relationships among people, community, and environment.

We believe that design meets the needs of people, and it also shapes culture. This belief drives us to think beyond our roles as architects — and outside traditional industry lines — to support and uplift our community. With this broad perspective, we strive to see opportunities in every scenario and to leverage our resources, talents, and time to address issues that are solvable through great design.

Our portfolio includes a dynamic list of projects in master planning, K-12 and higher education, multifamily and mixed-use housing, trauma-informed and sustainable design, climate resilience, and community outreach. It is our hope that the included materials provide a focused yet comprehensive overview of LSW, instilling trust and confidence in our unique abilities and expertise.

**SILVER** MEMBER OF THE U.S. GREEN BUILDING COUNCIL SINCE APRIL 2022, A COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT, AND OPERATED.

**By the Numbers**

- Owners: 2
- Total Employees: 40
- AIA Members: 17
- Licensed Architects: 17
- Principals: 6
- Associate Principals: 6
- Associates: 13

**Services**

- Architecture
- Interior Design
- Planning
- Creative Services
- Public Engagement
- Economic Development

**Our Core Values**

- Gratitude
- Growth Mindset
- Wisdom
- Impact
- People & Projects
- Creating Value
- Results

**Certifications**

- LEED Accredited Professionals
- LEED Green Associates
- BCA/ICOS Certified Professionals
- CSI/CDT Certified Professionals
- CPHC Certified Professionals
- NCIDQ Certified Professionals
- DBIA Certified Professionals

**Market Sectors**

- Healthcare & Wellness
- Multifamily & Mixed-Use Housing
- Affordable & Low-Income Housing
- Commercial
- Community & Recreation
- K-12 & Higher Education

**Our Core Beliefs**

- Life is a Gift
- Provide Value in Every Relationship
- Design Matters
- Operate in Unique Ability
- Created to Be Creative
- Love & Serve



*Striving to provide LSW's clients and partners with **maximized strategic value** through all phases of project development and delivery, we have built our team to provide a comprehensive array of economic development and site selection services.*

*Focused directly on supporting competitive and effective research and analytics, we augment early site, market, and project considerations for our partners through location analytics, economic and workforce development research and analysis, incentives research, demographic research, and formal site selection and project-sourcing support. Our approach is to integrate competitive value through real-world intelligence and insights that ensure our clients can execute in bringing early project visions and concepts into reality.*

### **Location Advisory**

- Labor Analytics
- Demographic Research & Analytics
- Utility & Infrastructure Evaluation
- Tax & Business Climate Assessment
- Economic Incentive Research & Validation
- Market Growth Analysis
- Competitor Analysis

### **Economic Development Services**

- Workforce Supply & Demand Research & Analytics
- Target Industry / Significant Employer Analysis
- Economic Incentive Assessment
- Government + Community Affairs & Stakeholder Strategy
- Public Relations Support
- Real Estate Evaluation
- Integrated SWOT Analysis
- Strategic Partnership Development

### **Site Selection & Real Estate**

- Site Selection Consulting
- Market Research
- Property Search & Reporting
- Broker Development
- Investor Relations
- Tenant Targeting & Recruitment Strategy





**Motivated by our sense of duty to our community, we are committed to providing opportunities that will have a positive environmental impact.**

## Approach to Sustainability

LSW is committed to doing what is right for our community and clients, and we understand that the work we do creates a footprint. In our projects we strive to reduce negative environmental impacts while maximizing long-term value for building owners, investors, and occupants.

Sustainability is an integral part of our design practice, and we recognize that it is vitally important to people, our community and the environment. We are experienced in designing high-efficiency buildings that prioritize human health and comfort, and attaining **Leadership in Energy and Environmental Design (LEED) certification**, along with many other regional sustainability requirements.

We apply common sense and responsible design practices that future-proof our work for the next generation. LSW incorporates features that minimize energy use and maximize cost savings for our clients. We also emphasize durability, efficiency and flexibility to create buildings that will be relevant for many years.

In 2018, LSW became a signatory to the **American Institute of Architects' (AIA) 2030 Commitment**. To meet this commitment, LSW strives to design projects that meet the highest energy performance standards, working toward the goal of Net-Zero Energy on all projects by the year 2030.

In addition, LSW has committed to the **AIA Materials Pledge**. Signatories of this pledge aim to pursue transparency and action for building materials to eliminate chemicals from the material supply chain and reduce embodied carbon emissions through carbon smart material use and prioritization.

Strategies to achieve this goal include integrated design charrettes that help us understand our client's values and set specific project performance goals, as well as iterative energy modeling, which allows us to measure and optimize the performance of the building envelope and systems. Our view is that sustainability breeds innovation, a strategy that not only benefits our communities, but drives material value to clients and their projects through differentiated product quality and higher overall asset values.

To learn more about LSW Architects' effort to address climate change and design with the health, happiness and well-being of future generations in mind, please visit our website or download LSW's [Sustainability Action Plan](#).



### Human Health

People are at the heart of what we do and why we do it. For this reason, projects we design center on the human experience, what makes us happy, keeps us healthy and supports the communities in which we live and work. Every aspect of the built environment, from space planning and system design to product selection, is studied for its life-cycle impact on human health. Specific strategies for a healthy indoor environment look like:

- Views to outside that connect occupants with the seasonal and temporal changes of the world around them
- User controls for light, temperature, and ventilation
- Improved acoustic performance based on specific activities and the design of multi-sensory spaces in general - sound, smell, tactility, etc.

- No- or Low-VOC products and materials
- Reduced use or elimination of Red List Materials
- Direct exhaust for spaces that house known toxins (kitchens, bathrooms, janitorial areas, and print rooms)
- Biophilic design elements that connect people to nature
- Apply principles of Universal Design for equitable experience of space



### Embodied Carbon

To reduce the amount of embodied carbon in our materials and construction, we design with a mindset to optimize, evaluate, and specify appropriate materials. We recognize the need to track carbon produced during a project's material extraction, manufacturing, transportation and construction through life cycle assessments. We are committed to researching alternative, low-carbon materials and updating our specifications for an attributes-based approach to embodied carbon reductions. We communicate directly with manufacturers to request Environmental Product Declarations (EPDs) to build transparency around material impacts. Project goals:

- Prioritize carbon-smart, efficient structural systems
- Require a minimum percentage of supplementary cementitious materials (SCMs), such as slag and fly ash, when using concrete
- Encourage steel that is manufactured in domestic electric arc furnaces (EAFs) using high percentages of recycled content



### Energy Efficiency

Energy efficiency is one of the most straight-forward ways to measure, monitor and improve the performance of the buildings we design. We work with clients to set aggressive energy-use reduction targets to optimize performance, save on operating costs, and ultimately reduce the building's impact on climate change. Specific strategies for building renovation projects look like:

- Daylighting strategies to provide balanced natural light, thermal comfort and reduce glare
- Use of high-efficiency mechanical systems, as well as passive heating and cooling strategies, that support occupant comfort
- LED lighting tuned for specific activities and use
- All electric systems to eliminate reliance on fossil fuels
- On-site energy production to offset building energy-use



### Resource Conservation

We are committed to prioritizing sustainability in the built environment alongside a flourishing natural environment. Our team carefully assesses a site's current biodiversity, ecosystems, and resources so that we can implement a design that is appropriately responding to its context. This process influences our material selection, landscaping strategies and stormwater systems. We specify local, durable materials. We design for robust landscapes with native plantings that support fragile habitats. We look for opportunities to re-use rainwater, incorporate water-use reduction strategies, and manage stormwater responsibly and beautifully through daylit bioswales and rain gardens. Project Goals:

- Starting with a thorough site analysis to understand existing ecosystems and watersheds
- Prioritizing the use of locally sourced materials
- Ensuring on-site stormwater mitigation and management with sustainable infrastructure
- Implementing habitat protection and creation strategies, such as bird-safe design and pollinator gardens
- Setting a water use intensity target for each project
- Promoting the use of regenerative materials and FSC wood
- Reducing on-site noise and light pollution that are detrimental to wildlife



***We take a proactive role in project planning, implementing a clear communication and change management plan, instilling trust and transparency with our clients.***

## StoryForm Services

At LSW, we recognize that a clear and compelling story anchors the integrity of your project so that the vision stays intact from design through construction to deliver a project that is highly valuable to your users, operators, and investors. Taking a unique approach to fully leverage the experience of a compelling story, we utilize StoryForm, a discovery and story-building process that develops a common narrative and language for team members, clients, and stakeholders to understand the purpose, goals, and values of a project, in addition to building a foundational marketing platform that effectively attracts an ideal tenant profile depending on key uses and program. The story provides stewardship to projects by continually guiding the team with an overarching vision and reinforces the maxim that the best story always wins.

## Community Engagement Workshop

Conducted as a single or series of gatherings, the goal of this process is to illuminate and bring focus to design solutions that best serve the project. Part-brainstorm and part-group discussion, this process is guided by our team, who utilize a well-proven format that is designed to uncover shared ideas, allow space for perspectives and views, and build consensus in large, diverse groups.

By documenting, analyzing, and leveraging stakeholder input, we are able to create a design strategy and project roadmap that uses both data-driven and experience-driven information to bring a client's vision to life.

This process has proven to be especially effective during the early stages of any large project; specifically when a business, organization, or public entity is looking to fuel the enthusiasm and passion of their team or greater community with a significant new place that speaks to their Guiding Principals.

Stakeholder engagement sessions are tailored specifically to the project and typically include one or more interactive programming and design sessions with the group. The meeting format and style is chosen to best serve the group size and can be hosted in-person or online.

## Master Planning Services

Embodying our core belief that we are better together, we approach every project as an opportunity to strengthen community and connect spaces that honor their context and environment while yielding experiences that are more organic and more human. We've developed deep expertise and creative design approaches that have redefined placemaking through education, housing, healthcare and wellness, retail and office, civic, community and recreation, adaptive reuse, and fully master-planned developments. Always designing for people, LSW believes in a design philosophy focused on the human experience through evidence-based design, creating places and spaces that connect, not isolate, and spaces that are alive, blending the built and natural environments to promote holistic wellbeing, connection, inspiration, and growth.



*Setting clear goals along with a realistic schedule upfront is the key to project success and staying on budget.*



*LSW design team leading key stakeholders through an engagement workshop to help define a shared vision and project priorities.*



*Our collaborative processes ensure the design team, consultants, and owners stay on the same page at all stages of a project.*



*Key stakeholders reviewing precedent imagery during the Design Phase.*





# Riff

## About

Born out of the genuine desire to elevate the design reputation of the Pacific Northwest, Riff is a boutique creative agency uniquely crafted for purposes exactly like yours. With a passion for branding and visual identity creation and curation, Riff consists of a team of 15 that is focused and determined to help businesses navigate uncertainty with people-centric and design-based methods that increase the likelihood of success.

Designed to execute on multiple projects simultaneously, Riff is equipped with client managers, project managers, and creative designers who ensure a process that is clear, engaging, fun, and highly effective. Riff is a full-service partner, unlocking growth through an unwavering belief in storytelling, creative, and problem solving.

## Approach

In an industry that requires originality alongside unconventional thinking, we believe that everything you do, say, create, post, share design — it's all an expression of your brand. When it's done right, we're creating an experience designed to make people remember a feeling that connects them back to you.

## Creative Services

- Branding, Brand Refresh & Rebranding
- Content Strategy
- Art Direction
- Photography
- Videography
- Graphics & Illustrations
- Space Planning
- Branded Environments
- Concept Development
- Structure Design
- Prototyping
- Label & Packaging Design
- Custom Print Design

## Web Development

- User Experience
- User Interface
- Hosting
- Updates & Debugging
- Coding
- Product Roadmaps
- Content Strategy

## Software Engineering

- Tech Stack Evaluations
- MVP & Iteration Planning
- Development Sprints
- Updates & Debugging

## Marketing Strategy

- Integrated Action Plans
- Omni-Channel Management
- Campaign Concepts
- Copywriting
- Brand Naming
- Brand Positioning
- Brand Audits

## Business Strategy

- Corporate/Organizational Maps
- Corporate/Organizational Articulation
- Annual Workshops
- Customer Journey Maps
- Service Blueprints
- Action Plans

## Team Support

- Role Alignment
- Team Performance
- Team Motivation
- Right-Fit Hiring
- Communication Coaching
- Unique Ability Mentorship
- Team Transitions

# PLACE

## About

With a passion to make the world a better place, PLACE creative partnerships with visionary clients have been recognized by design awards including the American Society of Landscape Architects, World Landscape Architecture, and an inaugural Landscape & Urban Design Firm of the Year by the internationally prestigious Architecture MasterPrize. Reflected in their placemaking efforts worldwide is a dedication to local impact, design excellence, social justice, and a positive contribution to society.

## Approach

Over the past 40 years, PLACE creatives have played a pivotal role collaborating with community development organizations and public agencies on the West Coast, creating vibrant neighborhoods, fostering diversity and wellness, and promoting a healthy lifestyle. PLACE work centers on community engagement and equity in public realm understanding unique site conditions, history, culture, and programming in balance with best practices for operations and maintenance, delivering a vibrant open space for generations to enjoy.



San Francisco Civic Center Sustainable District | San Francisco, CA



Gateway Discovery Park | Portland, OR



# Key Personnel

*People are our driving force. They are the relationship builders. The community changers. The ones carrying our beliefs and values.*







**Esther Liu, AIA, LEED AP, NCARB**  
**President & Chief Executive Officer**

**Architect:** CO ARC.00406626, MT ARC-ARC-LIC-20094, OR 4579, & WA 12667

Esther is a relentless advocate for user-centric and world-class design that prioritizes human health, connectivity, and belonging. With more than twenty-five years of experience, an extensive resume of nationally recognized projects to her name, and as LSW's President and CEO, she is one of the firm's leading voices championing design excellence and sustainability as well as diversity, equity, and inclusion efforts. She brings an immense depth of experience in planning, designing, and leading teams on large public and private projects, including mixed-use and multifamily housing, adaptive-reuse, and urban master planning. Esther has a strong emotional skillset that allows her to connect with staff, consulting teams, and our clients, grounding every project in a shared sense of trust, respect, and support.

#### Project Experience

- Adera Apartments // Vancouver, WA
- Bend Airport Tower // Bend, OR
- Clarico at Petrosa Apartments // Bend, OR
- Esther Short Building Remodel // Vancouver, WA
- Gravitare // Vancouver, WA
- Green Leaf Uptown Apartments // Vancouver, WA
- HANA Apartments // Hillsboro, OR
- Heather Lodge Apartments // Happy Valley, OR
- Hurley Office Tower // Vancouver, WA
- Lamont at Easton Multifamily // Bend, OR
- Maple Lane Apartments // Oregon City, OR
- Private Development, Multifamily Housing — Apartments // Bend, OR
- Navalia Apartments // Vancouver, WA
- PDX International Airport // Portland, OR\*
- RiverWest Apartments // Vancouver, WA
- R&O Office // Camas, WA
- The Jefferson Apartments // Vancouver, WA
- The Palisades Master Plan // Vancouver, WA
- Three Creeks Medical Clinic // Vancouver, WA
- Trio Pointe Apartments // Vancouver, WA
- Witherspoon & Sons // Portland, OR
- VPS Vancouver Innovation, Technology, and Arts (VITA) Elementary School // Vancouver, WA



**Max Ault**  
**Exec. Vice President & Chief Strategy Officer**

Striving to provide LSW's clients and partners with maximized strategic value through all phases of project development and delivery, Max works to provide a comprehensive array of economic development and site selection services. Focused directly on supporting competitive and effective research and analytics, Max works to augment early site, market, and project considerations for our partners through strategic location analytics, economic and work development research and analysis, incentives research, demographic research, community engagement strategies and formal site selection and project-sourcing support.

An established practitioner and integrated community and economic development strategy and program management, Max brings practically applied expertise and a track record of success in leading regional efforts supporting competitive and sustainable growth. With deep expertise in public engagement and stakeholder management frameworks supporting economic expansion, Max provides augmented team support and executive level counsel to public agencies and organizations seeking to expand critical infrastructure through focused investment in expanded and/or new capital facilities.

#### Project Experience

- AbSci Headquarters & Manufacturing Relocation // Vancouver, WA\*
- Banfield Headquarters Relocation // Vancouver, WA\*
- Cascadia Technical Academy Comprehensive Facility Plan // Vancouver, WA
- Clark College- Boschma Farms Comprehensive Plan // Vancouver, WA
- Clark College Capital Facilities Plan // Vancouver, WA
- Clark County Comprehensive Economic Development Plan // Clark County, WA\*
- Clark County Employment Lands Study // Clark County, WA\*
- Convene Master Plan & Home Depot Quote Center Office // Vancouver, WA\*
- GTMA Headquarters Relocation // Vancouver, WA\*
- Hewlett Packard National Site Selection – Section 30 // Vancouver, WA\*
- RealWear Headquarters Relocation // Vancouver, WA\*
- The Palisades Master Plan // Vancouver, WA
- Vancouver Innovation Center Master Plan // Vancouver, WA
- Waterfront Gateway Feasibility Study // Vancouver, WA

\*Experience gained from prior employment





Green Leaf Uptown Apartments

**Stefani Randall, AIA, NCARB**  
**Principal-in-Charge**

**Architect:** WA 12665

Stefani is a highly strategic senior project manager with more than a decade of design and master planning experience. Representing the future of LSW firm leadership as one of our newest Principles, she is the consistent calm, tactical, and insightful voice in the room, bringing order to complexity at critical moments, navigating intricate permitting and land use requirements, all while helping teams stay focused on the big picture and deliver work that far exceeds expectations. She excels at facilitating a structure for all stakeholders and partners to function efficiently at a high level while tracking deliverables and milestones to ensure a quality product that is on time, well within budget, and constructable. Stefani's extensive experience designing and managing mixed-use and multifamily housing projects have equipped her with a diverse, project-focused skillset capable of leading design efforts with ease. A consummate problem-solver, Stefani can foresee and prevent adverse project impacts through a unique ability to connect owner and consultant groups as unified teams with common goals and extreme accountability. Her background in multifamily housing and mixed-use development is rooted in a passion for designing and delivering communities that create an authentic sense of home and connectedness.

**Project Experience**

- Adera Apartments // Vancouver, WA
- Green Leaf Uptown Apartments // Vancouver, WA
- HANA Apartments // Hillsboro, OR
- Hurley Office Tower // Vancouver, WA
- Library Square Feasibility Study // Vancouver, WA
- Navalia Apartments // Vancouver, WA
- RiverWest Apartments // Vancouver, WA
- The Jefferson Apartments // Vancouver, WA
- The Mill // Vancouver, WA
- Three Rivers Mall Redevelopment Master Plan // Kelso, WA
- The Palisades Master Plan // Camas, WA
- VWF Block 1 Mixed-Use Apartments // Vancouver, WA



The Palisades Master Plan

**Scott Waggoner, LEED AP**  
**Senior Architectural Designer**

Scott is a seasoned architect renowned for his exceptional proficiency in melding the objective and subjective dimensions of architectural design. His career is distinguished by his determined commitment to crafting enduring concepts that serve as guiding principles throughout the project lifecycle. Within his role, often described as a “translator,” Scott adeptly navigates the intricate requirements of clients and site intricacies, consistently moving towards the most refined design solution. His previous experience includes collaborative efforts with the City of Clearlake on the Clearlake Conceptual Plan project.

Scott's unwavering belief in the artistry of architecture is a driving force behind his work. He understands that compelling narratives are the lifeblood of our urban landscapes, preventing them from becoming mere collections of nondescript structures. With a career dedicated to elevating the built environment, Scott remains at the forefront of the architectural profession, ensuring that every project he undertakes tells a meaningful and enduring story.

**Project Experience**

- ACMA Performing Arts Center // Beaverton, OR\*
- **Clearlake Conceptual Plan // Clearlake, CA\***
- Columbia River Maritime Museum // Astoria, OR\*
- Milano Apartments // Portland, OR\*
- Modera Northgate Apartments // Seattle, WA\*
- Pacific University Library // Forest Grove, OR\*
- Park Fifth Apartments // Los Angeles, CA\*
- Sherwood Center for the Arts // Sherwood, OR\*
- The Addy Apartments // Portland, OR\*
- The Club at the Park Apartments // Vancouver, WA\*
- The Palisades Master Plan // Camas, WA

\*Experience gained from prior employment



**REGISTRATION**

Landscape Architect  
California #5413; Oregon #329

**EDUCATION**

Bachelor of Landscape Architecture  
University of Oregon

## CHARLES BRUCKER PLA, LEED AP

PLANNER | SUSTAINABLE DESIGN PRINCIPAL

Recognized internationally for design excellence, stewardship, and harmonious collaboration, Charlie brings to this effort more than 30 years of experience in planning and design. He led a range of mixed-use and commercial district developments with progressive sustainable infrastructure. His creative approach integrates natural systems with human use resulting in designs that stand the test of time, use the land respectfully, and increase public awareness. The ecological solutions Charlie brings to each project culminate in progressive solutions including Net Zero, One Planet Living, and LEED certified award-winning efforts.

Creating beloved community assets, Charlie's portfolio showcases a variety of cherished open space, vibrant public realm, and natural areas fostering wellness and healthy life styles.

**EXPERIENCE**

- 675 Middlefield, Prometheus, Mountain View, CA
- Lagoon Valley Business Village, Triad Development & TimberRise, Vacaville, CA
- Downtown San Mateo Development, Harvest Properties / Prometheus Real Estate Group, San Mateo, CA
- Civic Center Sustainability District, San Francisco Public Utility Commission, San Francisco, CA
- 575 Benton, Prometheus Real Estate Group, Santa Clara, CA
- Saratoga Creek, Prometheus Real Estate Group, San Jose, CA
- Cupertino City Center, KT Urban, Cupertino, CA
- Bespoke Development, Prometheus Real Estate Group, San Mateo, CA
- Barkley Village Master Plan, The Talbot Group, Bellingham, WA
- Broadway Corridor Master Plan, Prosper Portland, Portland, OR
- Hassalo on Eighth, American Assets Trust, Portland, OR
- Oregon Square, American Assets Trust, Portland, OR
- Zidell Yards Master Plan, ZRZ Realty, Portland, OR
- Montgomery Park Master Plan, Unico, Portland, OR
- HP Headquarters, HP, Inc, Vancouver, WA
- Terminal 1, Port of Vancouver, Vancouver, WA
- Vancouver Waterfront Gateway, City of Vancouver, Vancouver, WA
- Reed's Crossing Health and Wellness Center, Providence, Hillsboro, OR
- Columbia Memorial Hospital, Columbia Memorial Hospital, Astoria, OR
- iTech Preparatory School, Vancouver Public School District, Vancouver, WA [LSW]



Hassalo on Eighth



Lagoon Valley



Montgomery Park

Landscape Architecture + Planning + Art + Urban Design

# PLACE







## MELINDA MCMILLAN

PROJECT MANAGER

### REGISTRATION

Landscape Architect  
Utah #8434991-5301  
Architect  
Oregon #12143  
Utah #8434991-0301

### EDUCATION

Master of Landscape Architecture &  
Regional Planning/Master of Architecture  
University of Pennsylvania  
Bachelor of Arts in Architecture  
Portland State University  
Bachelor of Arts in Special Education  
Brigham Young University

A creative project leader with 15 years of award-winning experience and strong understanding of public realm, Melinda is dedicated to ensuring all voices are respected throughout the design. Elegantly incorporating environmental stewardship in balance with affordability, she manages teams with thoughtful listening, diplomatic negotiations, and a service-driven vision.

She advances projects efficiently with excellent communication, welcoming collaboration with clients, the design team, and contractors. Melinda's portfolio includes a variety of urban spaces, corporate campuses and public spaces for private and public clients. Through Melinda's passion for creativity and craftsmanship focused on sustainability and placemaking, she guides projects with aspirations to synthesize the relationship between the built and natural environment.

Melinda has worked on Clearlake Conceptual Plan, providing the project team with an intimate understanding and knowledge of the project site.



Heritage Complex



675 Middlefield



Vancouver Waterfront Gateway

### EXPERIENCE

- Clearlake Conceptual Plan, City of Clear Lake, CA\*
- 675 Middlefield, Prometheus, Mountain View, CA
- Downtown San Mateo Development, Harvest Properties / Prometheus, San Mateo, CA
- 1st&B, Bespoke, Post&Beam, Prometheus Real Estate Group, San Mateo, CA
- Masonic Way, Prometheus Real Estate Group, Belmont, CA
- Vancouver Waterfront Gateway, City of Vancouver, Vancouver, WA
- James Center North Masterplan, City of Tacoma, Tacoma, WA\*
- Eastern Campus Master Plan, Utah State University Eastern; Blanding, UT\*
- Smart City Mixed-use, Vancouver, WA
- CoVA Master Plan, CoVa Land Partners, Coveseville, VA
- Community Library, Fort Vancouver Regional Libraries, Washougal, WA
- UO Concordia University Assessment, University of Oregon, Portland, OR
- Heritage Complex, University of Oregon, Eugene, OR
- Thermal Systems Transition, University of Oregon, Eugene, OR
- Jefferson High School, Portland Oregon, OR
- Terwilliger Plaza Landscape Framework, Portland, OR
- Washougal City Library, City of Washougal, Washougal, WA
- Washougal Smart City Campus Master Plan, H Development, Vancouver, WA

*\*prior to PLACE*

Landscape Architecture + Planning + Art + Urban Design

# PLACE





# ***Relevant Project Experience***

*We believe in the role that design can and must play in shaping culture and responding to the needs of people.*





**The Palisades Master Plan**

Camas, WA

Inspired by the surrounding natural landscape, The Palisades is a master-planned mixed-use development where Camas and Vancouver unite. The project will deliver a distinctly Pacific Northwest experience rooted in the concept of placemaking. Creating quality spaces that fit the needs and interests of the community where people live, work and play. A mix of retail, single, and multi-family residential and office spaces will create a modern urban environment. Couple that with open space, walkability, parks, and iconic views of the Columbia River, The Palisades will be a new dynamic center of a rapidly growing community.

**Key Stats**

- **Total Projected Square Footage:** +2 Million SF
- **Total Acres:** 14.3 Acres
- **Total Buildings:** +11 individual mixed-use buildings
- **Completion Date:** Anticipated 2024+







## Vancouver Innovation Center Master Plan

Vancouver, WA

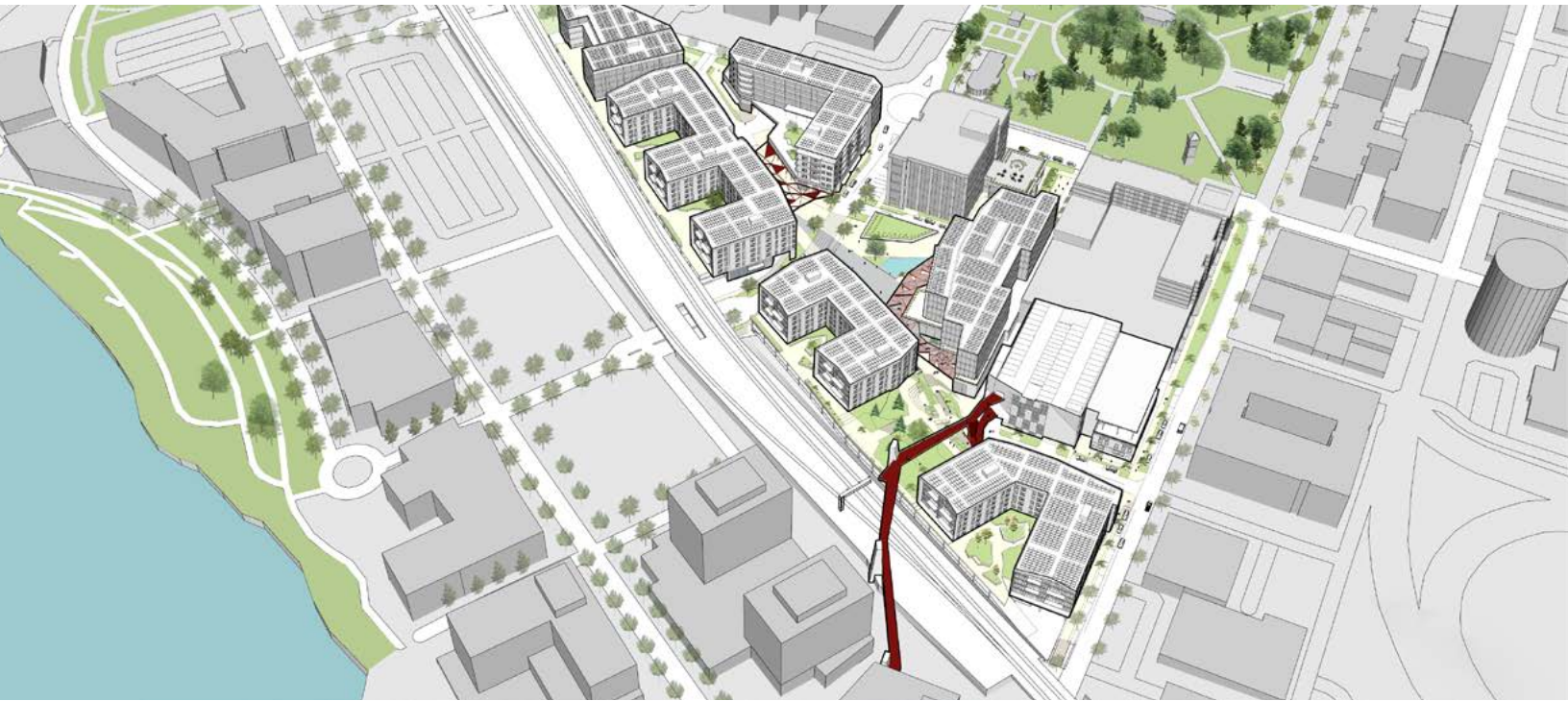
The Vancouver Innovation Center (VIC) will be east Vancouver's business-meets-leisure destination, where culture intersects with the outdoors and local communities gather. The 180-acre VIC campus will turn 500 square feet of refurbished, light-industrial space into an attractive employment center nestled into new commercial, retail, entertainment and housing opportunities. LSW created the master plan and standards that support a pedestrian-friendly experience, set sustainability goals and establish guidelines for high-quality design.

The development stitches the existing forested surroundings into new pedestrian paths throughout the site to create a 20-minute walkable neighborhood. The circulation brings people into a thriving town center organized around a public plaza. A featured building in the plaza will house hospitality activities with connections to the outdoor area. Buildings around the town center with three to six stories will have retail spaces on the first floor and office spaces above.

Designed as a 24/7 district, a portion of the town center will be dedicated to multi-family housing to support the additional jobs generated there. A variety of housing options—single family homes, town homes, market rate and affordable multi-family homes, and senior living options will make VIC a place for everyone and will transition gracefully to the adjacent neighborhoods. The project will be built over the next five to 10 years to create a new regional destination for living, working and enjoying recreation opportunities in east Vancouver.







## Waterfront Gateway Feasibility Study

Vancouver, WA

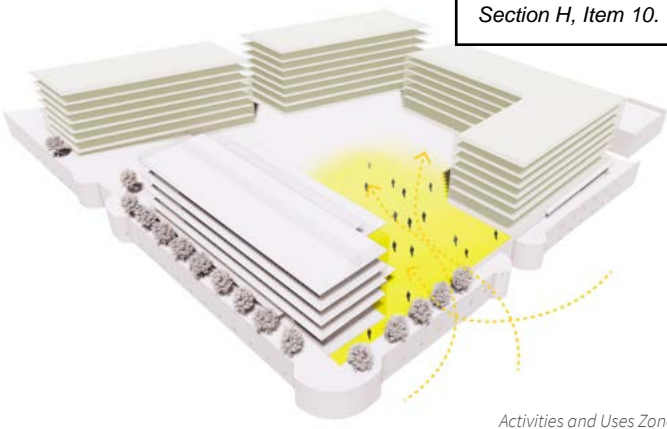
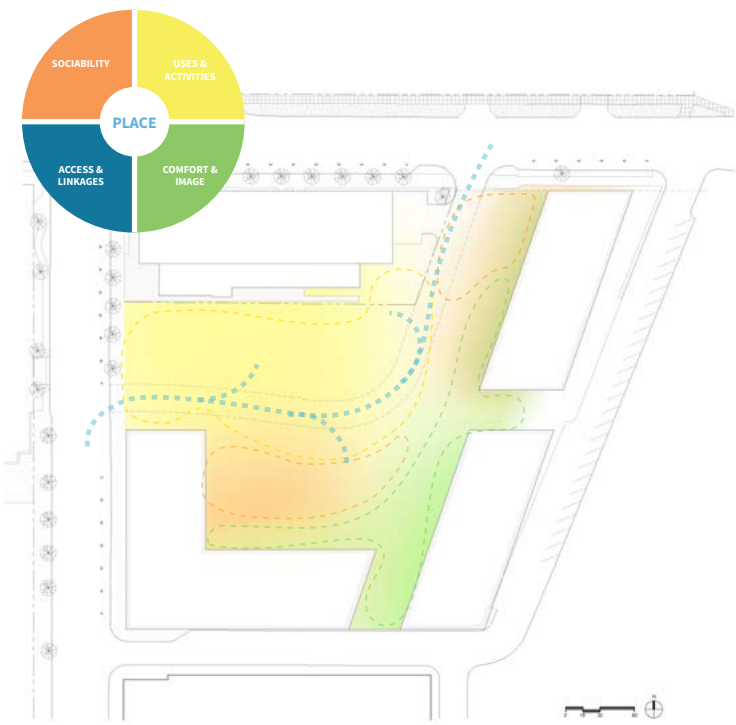
The vision for the design of Waterfront Gateway was to transform the largest remaining collection of undeveloped contiguous properties in the city's core into a focal community center of gravity and a confluence that is uniquely Vancouver. To successfully realize this vision hand-in-hand with the community, our design approached aimed to create an inextricably magnetic sense of place, embodying and expressing the community's soul in a way that captures and magnifies the true authenticity of our past, present, and future by creating a user experience that is unique to everyone to explore, interpret, interact and make their own.

This story, told through colors, textures, and intimate metaphor across wayfinding and markers, endeavored to be simple, repeatable, welcoming, historical, inclusive, and fun. As we looked to the future of Vancouver, we saw a place where this juxtaposition of nature, culture, economic activity, and urban life supports an increasingly healthy ecosystem for all.

The design reflects the economic and cultural potential for an intentionally connected, activated city core creates welcoming and accessible spaces for everyone of all demographics, ages, incomes, and abilities. Waterfront Gateway's vision was to be a place to truly experience, where you can walk with your friends, learn in wonder with your children, dream with your loved ones, and find boundless opportunities to live, work, and play.

This high density urban mixed use community plan includes varying multi-family product types, retail, commercial and office, children's museum and boutique hotel and integrates smart technology systems and a sustainability plan targeted towards net-zero development.

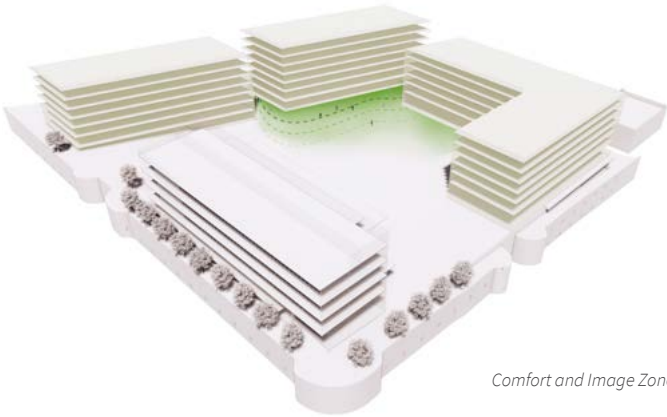




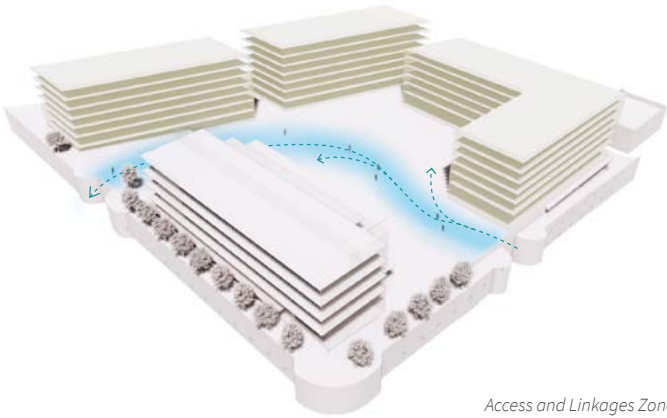
Activities and Uses Zone



Sociability Zone



Comfort and Image Zone



Access and Linkages Zone

**Library Square Feasibility Study**  
Vancouver, WA

At its core, the identity behind the concept plan is the “Central Park” that is created by the proposed buildings flanking the perimeter of the site, creating a strong identity; a new place for residents, the public, and visitors to gather. With the goal of “Celebration of place and life in the city”, as a focal point, the development utilizes the experiential elements of place-making: uses and activities, sociability, access and linkages, and comfort and images of the site. These zones seamlessly blend together and give various opportunities to give a stage for the public to celebrate and share ideas, opportunities, experiences, and cultures all within the urban fabric of the city. Each zone has its own varying attributes and degree of public to private interaction.

Creating the active and inviting zone as a gateway to the square sets the tone for the entirety of the public spaces and is ideal for year-round and all day uses, from sports courts in the summer to ice skating rinks in the winter. The interstitial zones will each carry unique attributes to foster a place of social activity. These areas are not intended to become a main attraction, but to be spaces that people have the opportunity to comfortably and casually interact, encouraging a prideful sense of belonging. This could be a regular meeting place for lunch, or a mid-afternoon nap, a pickup game of chess, or a weekend picnic. A layering of quieter zones offers a more subdued transition to spaces that are considered adjacent to private or residential areas on the ground floor. Having these spaces be well lit, safe, and clean can give the attractive and personal touch to deter unwelcome activity to the residents. These areas are not meant to be completely walled off from the rest of the public, and the use of scale, stoops, and landscaping help transition between the public and the private uses.





## Navalia Apartments

Vancouver, WA

LSW designed this 73-unit, mixed-use apartment complex in partnership with Hurley Development. The project showcases a modern take on an urban garden-style apartment. It combines a complex marriage of housing, commercial, and adaptive reuse of the existing structure to create one functional environment complimenting the growing downtown Vancouver neighborhood and promoting its timeless historic aesthetic.

The design team focused on the owner's goal of providing as many affordable housing units as possible in order to support the ever-increasing demand within Vancouver's urban core. The project showcases historic brick and timber structures that add a unique user experience to the pre-existing warehouse space.

The majority of the units are dedicated for compact studios focusing on housing for single occupancy residents; however to expand occupancy reach, a number of 1-bedroom, 2-bedroom, and studio lofts have been added for residents who may need additional space to live and thrive. Considering the location, aesthetics, program, and amenities, the design for this community stems from a desire to support a variety of work and lifestyle preferences ultimately connecting back to the greater convenience of downtown Vancouver.

### Key Stats

- **Total Square Footage:** 60,431 GSF  
(48,373 SF Residential, 7,636 SF Retail)
- **Unit Count:** 73
- **Completion Date:** 2022







## RiverWest Apartments

Vancouver, WA

Situated along one of the primary access routes through the city rail berm, which previously separated the waterfront from the city, RiverWest represents the unification of past and present: a connection point between historic Downtown Vancouver and its new Waterfront. This reunion was largely due to the unprecedented collaboration among the city, BNSF Railway, and the development team.

RiverWest is a 7-story mixed-use development featuring ground floor retail and commercial space, parking on subgrade, first, and second floors, 206 apartment units on levels 2-7, and a large residential amenity courtyard. Consistent with the Waterfront's commitment to sustainable community and innovation, RiverWest has been awarded a LEED Platinum rating by the U.S. Green Building Council; a first in Vancouver for the Multifamily Midrise classification.

Building amenities include EV charging stations, a pet washroom, secure bike parking and package lockers, Bluetooth access control hardware, and a workout room. A highly noteworthy feature is the third-floor clubhouse with large folding doors that open to the exterior courtyard offering dramatic views. As one of the waterfront's largest and most innovative original mixed-use development, RiverWest sets a new precedent for urban life on the banks of the Columbia River.

### Key Stats

- **Total Square Footage:** 323,693 GSF (21,219 SF Retail)
- **Unit Count:** 206
- **Completion Date:** 2019
- **Parking:** 217 On-site Structured
- **Sustainability Certification:** LEED for Homes Multifamily Mid-Rise: Platinum Certified







## Green Leaf Uptown Apartments

Vancouver, WA

Green Leaf Uptown Apartments (Uptown) is a 230,697 square foot mixed-use development located in the Uptown Village area of Vancouver. It is a six-story building that includes retail, 167 apartment homes, and internal parking.

The ground floor retail spaces front the entire face of Main Street to enliven the street activity. The remaining three sides of the ground level have walk-up apartment units. Levels 2-6 are composed solely of apartment units. Uptown features two common outdoor spaces; the lower level landscaped courtyard acts as a lightwell, providing natural light to the inner building units, and offers a more private area for residents and their guests to gather. The seating and landscaping allow for a quiet reflective space compared to the upper level clubhouse roof deck.

The upper level roof deck allows for more social activities, including a community BBQ, firepit and lounge furniture. The space is an extension of the clubhouse in the warmer months, when the large glass sliding doors can be fully open. One of the newest high-density multifamily and mixed use communities to be delivered in Vancouver's urban core in decades, The Uptown kicked off a wave of new development focused on placemaking and easy access to onsite amenities.

### Key Stats

- **Total Square Footage:** 230,697 GSF  
(136,407 SF Residential, 8,152 SF Retail)
- **Unit Count:** 167
- **Completion Date:** 2016
- **Sustainability Certification:** LEED for Homes Multifamily Mid-Rise: Silver Certified







**The Canyons**  
Portland, OR

The Canyons is a unique multifamily concept with an emphasis on 100% ADA accessibility, independence and urban living. The 70-unit apartment building is a new option for anyone who wants an active lifestyle with services and amenities to allow ease of movement and to comfortably age in place or live with mobility issues. The Canyons building stands at 65 feet tall, 6 stories high, and is not age-restricted.

Constructed with cross-laminated timber along the North Williams corridor in Portland’s Eliot neighborhood, The Canyons features light-filled units with open floor plans, a modern design, and a 24/7 onsite trained paramedic. It offers more freedom and flexibility than found in an independent living facility, with health and safety features you won’t find in a typical apartment building.

**Key Stats**

- **Total Square Footage:** 113,000 SF
- **Unit Count:** 70
- **Completion Date:** 2020





## Carbon12

Portland, OR

Carbon12 sets a new standard for what's possible in sustainable development in the United States. At 85 feet tall and 8 stories high, Carbon12 is the tallest cross-laminated timber building in the country (as of January 2020). The design team worked with city and state officials to waive restrictive codes limiting the height of wood buildings, making Carbon12 and future tall wood buildings in the US possible.

Carbon12 combines modern luxury and environmental responsibility, with sophisticated technology and sustainability features built in. Along with the inherent environmental benefits of wood, Carbon12 is better equipped to handle an earthquake or other natural disaster than any other residential building in the country, thanks to its buckling-restrained brace frame core. The building also features a solar-ready roof, an underground mechanical parking system, and ground-floor retail spaces to anchor it within the surrounding community.

### Key Stats

- **Total Square Footage:** 42,000 SF
- **Completion Date:** 2018







## The Vantage

Camas, WA

As the first of several commercial projects within the larger Columbia Palisades development, the retail and office buildings set the tone for neighboring sites. Informed by the property's history as a former quarry and its proximity to natural landmarks, LSW's vision for the Vantage Office and Retail focuses on creating connections from the buildings to surrounding context both in orientation and pedestrian-scaled massing. Landscaped circulation, including exterior terraces, sculpts the retail program into smaller footprints while directing views toward the Columbia River to the south and Mount Hood to the east.

The project utilizes local and sustainable materials, creating interior environments that relate to the larger site and will connect back to the traditions of the Pacific Northwest. Large portions of the retail façades will use full height glazing to activate the buildings from the site and take advantage of natural light during winter months, with deep overhangs to screen tenants from harsher direct light in the summer.

### Key Stats

- **Total Square Footage:** 44,715 SF
- **Completion Date:** Anticipated 2024







## Columbia Credit Union

Ridgefield, WA

LSW designed Columbia Credit Union's new Ridgefield Branch to be a welcoming, interactive hub for customer engagement. The building provides multiple access points, enabling support for a variety of service needs. This includes a customer services area in the central lobby, and drive-thru services with an ATM and a night deposit.

Recognizing the unique natural landscape of the Pacific Northwest region and specifically Ridgefield, the building takes cues from the local climate, materials and design sensibilities. The structural system and materials further communicate a regional aesthetic with masonry, natural wood surfaces, and expressed structure.

The massing, structure, and envelope are designed to get the most value out of materials by minimizing unique details, maximizing the spanning capabilities, economizing construction labor, and avoiding complex material transitions.

The building materials and features put an emphasis on the Columbia Credit Union brand, colors, and patterns. The glass pyramid on the roof, a rainwater harvesting tank clad in wood planks, a glass canopy marking the building entry, a wood slat ceiling demarcating the tellers, and green accent walls are commonalities with other branches.

### Key Stats

- **Total Square Footage:** 3,090 SF
- **Completion Date:** 2020







## Esther Short Building

Vancouver, WA

A remodel of the 32,800 SF Esther Short Building was completed by LSW Architects and the LSW Interior Design Studio. This 2-story office building is located in Downtown Vancouver, Washington, adjacent to City Hall and Esther Short Park.

Formerly a vacant building, the remodel of the 32,800 SF building brought new life and business to the area by providing office space for six tenants (including LSW) and a community gathering space.

The majority of the exterior improvements aim to create a more welcoming building that is in synch with its surroundings. New landscaping on the park side of the building makes the building more visible and creates an inviting entry. The community room opens to a renovated patio on the northside, creating an attractive meeting area complete with fire pit and water feature.

The first floor of the building was constructed in the 1970s with the second floor addition occurring in the '90s. This resulted in a number of unique design elements including a sculptural stair in the main lobby and glass enclosures at the main and west lobbies.

### Key Stats

- **Total Square Footage:** 32,800 SF
- **Completion Date:** 2014







## Witherspoon & Sons

Portland, OR

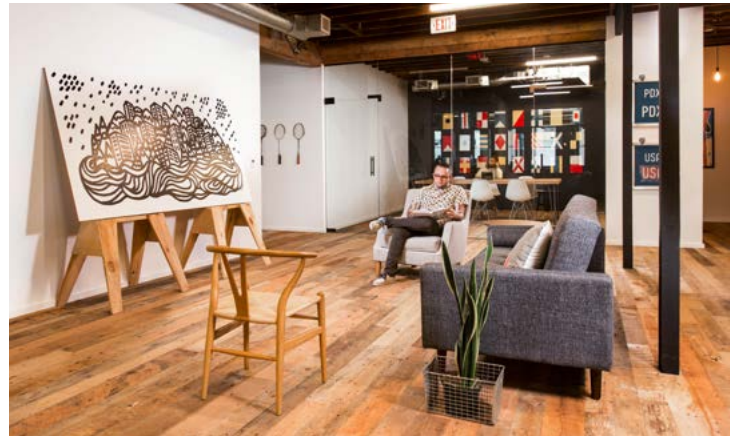
LSW Architects completed a major remodel of the historic Witherspoon and Sons building in Downtown Portland, Oregon, transforming it into an inspiring, creative, and flexible workspace. One of our main objectives was to preserve and enhance elements of the building's original character, creating a textural contrast between past and present. We accomplished this by exposing the brick walls and wood-framed ceilings. Reclaimed wood plank flooring is used throughout the building, while natural daylighting is provided by frameless glass and open stud walls.

Changes were made throughout the building to provide universal access to all areas. This included leveling out floors and restructuring the front third of the building, providing sidewalk access to the front door. Most of the project budget was geared toward life safety improvements. From an environmental standpoint, we made several improvements aimed to reduce the building's carbon footprint and operating costs, while simultaneously elevating the building's experiential quality. The first-floor storefront façade provides increased daylight into the space; daylighting has been increased by opening these floors to the existing light well at the rear of the building.

New electrical, lighting, plumbing and HVAC systems were installed to raise the overall level of comfort and improve the human experience. Custom casework provides storage and layout for the various tenants. The countertops for the casework islands were milled from wood joists that had been demolished when seismic modifications had been made to the first floor. Tile mosaics at the new entries greet visitors and encourage them to "Be Brave".

### Key Stats

- **Total Square Footage:** 18,670 SF
- **Completion Date:** 2014







## The Radiator

Portland, OR

The Radiator is the first all-timber building of its scale in the past century. It played a key role in proving the financial viability of constructing large buildings with wood, reintroducing the design and build industries to the benefits of wood and kicking off a building boom in Portland.

The Radiator showcases the inherent carbon-trapping benefits of wood and the fact that building with timber dramatically reduces the carbon footprint of the construction process. Standing at 5 stories tall, the Radiator provides office space and public outdoor space within a mixed-use, high-density residential neighborhood, improving walkability for neighborhood residents. The building's tight envelope reduces infiltration and heat loss, and a fully automated exterior fin array on the West side reduces heat gain and glare. The Radiator also features a full photovoltaic array covering the entire roof, LED lights to minimize energy usage, an underground earthquake early warning system, and on-site water runoff management.

### Key Stats

- **Total Square Footage:** 38,000 SF
- **Completion Date:** 2014







## Vancouver Innovation, Technology, & Arts Elementary School

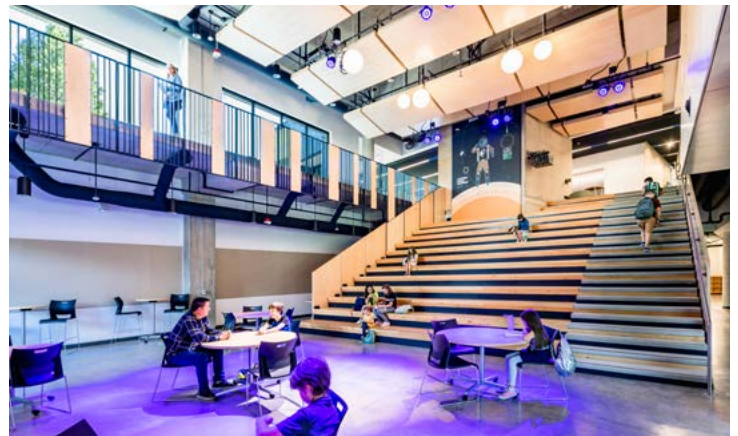
Vancouver Public Schools | Vancouver, WA

Through its unique layout, imaginative interior and cohesive sequencing, Vancouver Innovation, Technology, and Arts (VITA) Elementary School has been designed to nurture curiosity, develop a design-minded approach to solving problems, and provide an empowered, joyful K-5 project-based learning experience. The school features high ceilings and open learning studios that can be reconfigured to accommodate larger groups and lecture-style demonstrations. The removal of traditional barriers, such as fixed walls between classrooms, becomes a metaphor and an invitation for students to draw from their own varying interests and develop new solutions to common problems. This caters well to its exploratory curriculum and reinforces a sense of connection across the site. Abundant windows and access points offer students and teachers a view to the playground and outdoors, where the learning experience extends into various play spaces.



### Key Stats

- **Total Square Footage:** 63,454 SF
- **Completion Date:** 2022







## North Valley Music School

Whitefish, MT

The North Valley Music School is the only non-profit music school in Montana and distinguishes itself as a leader in music education and excellence. The school's vision is to provide high-quality music instruction and seek innovative ways to make music education a part of everyday lives with the belief that everyone has the potential to experience, enjoy, create, and develop a lasting love of music.

Through community and owner engagement, our team conceptualized a design that mirrored the landscape and its inhabitants by taking inspiration from the sound wave. We see this up-and-down pattern woven into the natural world all around us through ridgelines, rivers, and the line of a heartbeat. We also hear it in the peaks, valleys, twists, and turns that make a song so beautiful and exciting. As we imagined future generations continuing this legacy of learning, playing, and creating music in the space, we felt they deserved a home that reflects and speaks to the patterns surrounding them, inspiring them to enter and contribute to the song of the valley.

The proposed new school will be approximately 8,100 SF with spaces for teaching, practice, recital, administrative, and utility spaces. The exterior materials are designed to provide a beautiful, high-quality, and sustainable facility that inspires the community around it.

### Key Stats

- **Total Square Footage:** 8,100 SF
- **Completion Date:** Anticipated 2025





# References

*Building intentional relationships based on mutual trust, respect, and transparency is fundamental to how we operate.*



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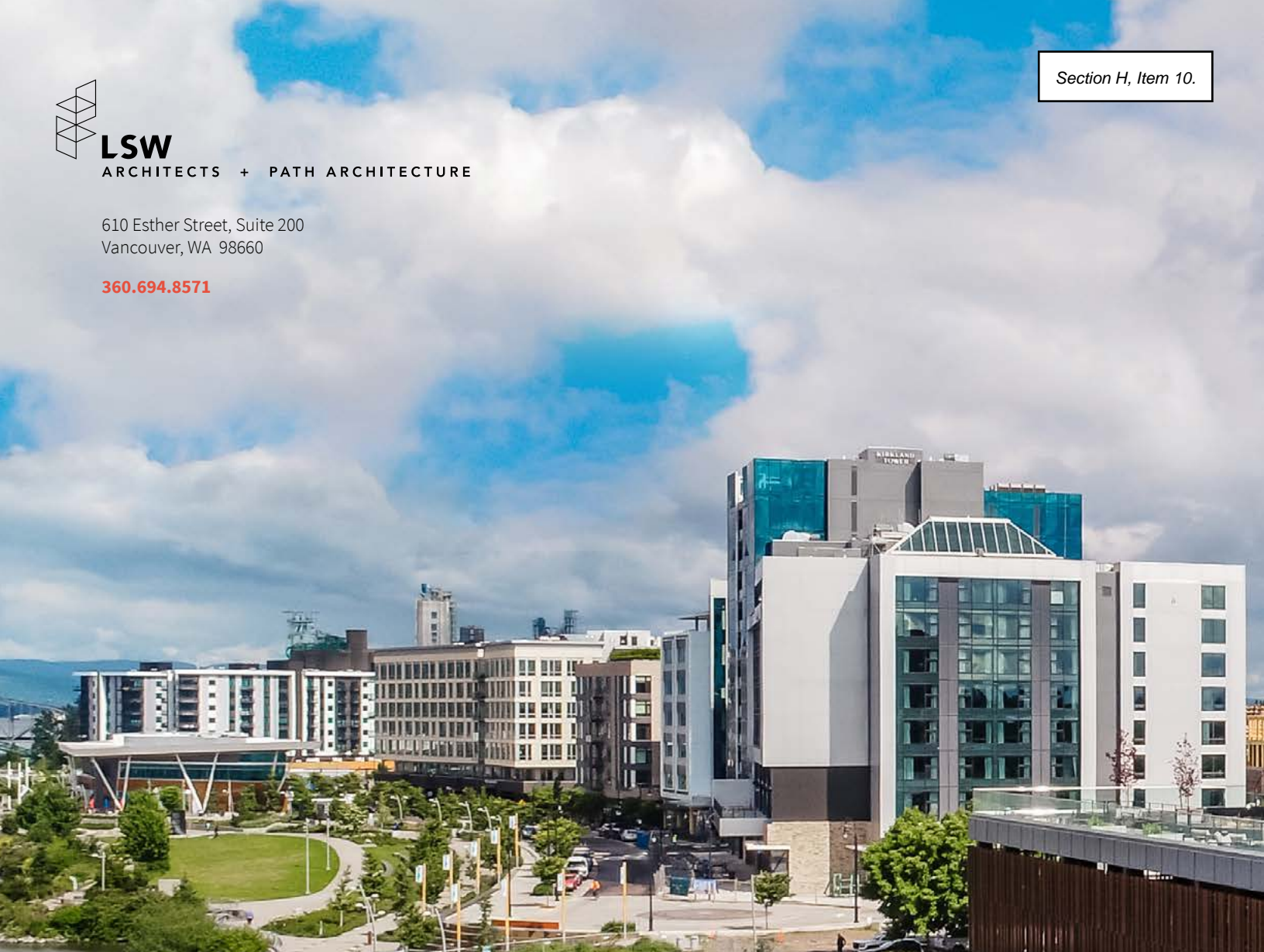
**Trevor Wyckoff**

*Skanska USA Building, Inc, Vice President - Account Management*  
503.320.4633 | trevor.wyckoff@skanska.com

“It is unique to have a company like LSW with a culture that cares so deeply about the community. They’ve guided us in developing policies and planning options to make informed decisions about our city’s essential buildings and spaces. LSW as a company has taken a stand and invested their time, talent, and treasure into innovative thinking and solution- minded designs.”

Anne McEnerny-Ogle  
Mayor, City of Vancouver





**“**  
*LSW Architects is stitched into the fabric of our community as a driving force for connectedness and innovative design. The impact of their team will be felt for many generations to come.”*

**Mike Bomar**  
*Director of Economic Development, Port of Vancouver*

# CITY OF CLEARLAKE

City Council



## STAFF REPORT

**SUBJECT:** Review and Approve the Submittal of the FY 24-25 ROPS for the period of July 1, 2024 through June 30, 2025

**MEETING DATE:** January 18, 2024

**SUBMITTED BY:** Director of Finance, Kathy Wells

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Approve ROPS 24-25 for the period of July 1, 2024 through June 30, 2025, and authorize the Chair to sign the attached Successor Agency Resolution stating the same.

### BACKGROUND/DISCUSSION:

Submission of six-month Recognized Obligation Payment Schedules (ROPS) for approval to the State Department of Finance (DOF) is required under AB 1484 as part of the dissolution of redevelopment agencies and State control over the release of former property tax increment funds by the County to the Successor Agency. These schedules require projections of approved enforceable obligations funded by the County Redevelopment Property Tax Trust Fund (RPTTF) and other funding sources. The ROPS also provide authorization for the Successor Agency to spend available bond proceeds for redevelopment purposes, dispose of property and repayment of loans made by the City to the former redevelopment agency.

A single annual ROPS for both the A and B periods in FY 24-25 is due to be submitted by February 1, 2024, for the July to December 31, 2024 and January to June 30, 2025 periods. The ROPS are used to authorize expenditures and allocate Redevelopment Property Tax Trust Fund (RPTTF) payments to the Successor Agencies in each six-month period of the fiscal year.

### Redevelopment Property Tax Trust Fund

The Lake County Auditor-Controller is responsible for the administration of the RPTTF pursuant to State law.

The RPTTF revenues are generated from the former Redevelopment Agency tax increment allocation formula and based on changes in the annual assessed valuations. With the current revenue the Agency has some flexibility in meeting its obligations, but any decline in revenue from the City's property tax allocation will reduce the funds available for allocation to the Successor Agency. This would create challenges for the Successor



Agency in meeting the financial obligations of debt service, disposal of properties and increase the administrative burden to the City for the dissolution process.

Attached are the ROPS 24-25 schedules. The County Board will meet on January 25<sup>th</sup> to approve and sign the Oversight Board Resolution.

**OPTIONS:**

1. Approve and Authorize Review with the County Board and for the Chair to sign the resolution.
2. Other direction

**FISCAL IMPACT:**

☒ None      ☐ \$      Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No      If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

**STRATEGIC PLAN IMPACT:**

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

**SUGGESTED MOTIONS:**

Move to approve ROPS 24-25 for the period of July 1, 2024 through June 30, 2025, and authorize the Chair to sign the attached Resolution stating the same.

- ☒ **Attachments:**
- 1) Successor Agency Resolution
  - 2) Exhibit A - ROPS 24-25 Schedules

## RESOLUTION NO. SA-2024-01

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF CLEARLAKE REDEVELOPMENT AGENCY APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE 24-25 FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2025**

**WHEREAS**, on January 12, 2012, the Clearlake City Council adopted Resolution No. 2012-02 electing to become the Successor Agency to the Clearlake Redevelopment Agency (“Successor Agency”) pursuant to AB 1X 26 (The Redevelopment Agency Dissolution Act), and pursuant to Health and Safety Code section 34173(g), the Successor Agency is now a separate legal entity from the City; and

**WHEREAS**, Health and Safety Code Section 34177(l) requires the Successor Agency to prepare a recognized obligation payment schedule (“ROPS”), before each six-month fiscal period, forward looking to the next twelve months; and

**WHEREAS**, a Recognized Obligation Payment Schedule (ROPS) is defined in Health and Safety Code Section 34171(h) as the minimum payment amounts and the due dates of payments required by enforceable obligations for a six-month period and identifies the payment source from the Redevelopment Property Tax Trust Fund (RPTTF) and payable from other sources of the Successor Agency; and

**WHEREAS**, the Successor Agency must prepare and approve a draft ROPS, including the estimated amounts for administrative costs, for the two six-month fiscal periods comprising the fiscal year and proposed sources of payment for those costs, and submit it for approval by the Oversight Board established to review Successor Agency actions; and

**WHEREAS**, pursuant to Health and Safety Code section 34181 (a), the Oversight Board is required to approve the Recognized Obligation Payment Schedule (ROPS), subject to the subsequent approval of a final ROPS by the State Department of Finance; and

**WHEREAS**, in accordance with AB 1484, the Recognized Obligation Payment Schedule (ROPS 24-25) covering the period July 1, 2024 through June 30, 2025, once it is approved by the Oversight Board, must be submitted to the Lake County Auditor Controller, the State Controller, and the State Department of Finance by February 1, 2024; and

**NOW, THEREFORE, BE IT RESOLVED** by the Clearlake Successor Agency to the Clearlake Redevelopment Agency, as follows:

1. The Successor Agency hereby approves the ROPS 24-25 for the period July 1, 2024 through June 30, 2025.
2. The Successor Agency directs the staff to submit the ROPS 24-25 to the Oversight Board for review and approval.

3. The staff shall also submit the approved and signed ROPS 24-25 to the State Department of Finance, County of Lake Auditor-Controller and State Controller’s Office and is further authorized to take all such actions as are necessary to secure final approval of the ROPS 24-25.

**ADOPTED THIS** 18th day of January, 2024 by the Successor Agency by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

\_\_\_\_\_  
Chair of Successor Agency

ATTEST:

\_\_\_\_\_  
Melissa Swanson  
City Clerk/Clerk of the Successor Agency

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary  
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Clearlake  
County: Lake

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 677,084	\$ 631,897	\$ 1,308,981
F RPTTF	567,084	521,897	1,088,981
G Administrative RPTTF	110,000	110,000	220,000
H Current Period Enforceable Obligations (A+E)	\$ 677,084	\$ 631,897	\$ 1,308,981

Certification of Oversight Board Chairman:

Name Title

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/ Signature Date



Clearlake  
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail  
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$1,308,981		\$1,308,981	\$-	\$-	\$-	\$567,084	\$110,000	\$677,084	\$-	\$-	\$-	\$521,897	\$110,000	\$631,897
1	Tax Allocation Bonds 2017	Bonds Issued After 12/31/10	12/13/2017	10/01/2036	US Bank	2017 Taxable Tax Allocation Refunding	Highlands Park	652,281	N	\$652,281	-	-	-	482,834	-	\$482,834	-	-	-	169,447	-	\$169,447
9	Operation of Austin Resort Prop	Property Maintenance	01/01/2014	06/30/2019	Various vendors	Maintenance & Sewer, Water, Gar, etc.	Highlands Park	55,000	N	\$55,000	-	-	-	50,000	-	\$50,000	-	-	-	5,000	-	\$5,000
12	Appraisals, Closing Costs, Comm	Property Dispositions	01/01/2014	06/30/2019	Various vendors	Appraisals, closing costs, comm to sell	Highlands Park	60,000	N	\$60,000	-	-	-	30,000	-	\$30,000	-	-	-	30,000	-	\$30,000
13	Trustee Services 2017 TABs	Fees	12/13/2018	10/01/2036	US Bank	Trustee for bond issue (25 years left)	Highlands Park	2,450	N	\$2,450	-	-	-	-	-	\$-	-	-	-	2,450	-	\$2,450
16	Continuing Disclosure services	Fees	10/01/2006	10/01/2036	NHA Advisors	Continuing Disclosure (25 years left)	Highlands Park	4,250	N	\$4,250	-	-	-	4,250	-	\$4,250	-	-	-	-	-	\$-
26	Overhead Costs	Admin Costs	07/01/2018	06/30/2019	City of Clearlake	Indirect cost allocation to SA	Highlands Park	220,000	N	\$220,000	-	-	-	-	110,000	\$110,000	-	-	-	-	110,000	\$110,000
31	Bond Reserve	Reserves	12/13/2017	10/01/2036	US Bank	Bond Reserve for Fall Debt Service	Highlands Park	315,000	N	\$315,000	-	-	-	-	-	\$-	-	-	-	315,000	-	\$315,000

**Clearlake**  
**Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances**  
**July 1, 2021 through June 30, 2022**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	<b>Beginning Available Cash Balance (Actual 07/01/21)</b> RPTTF amount should exclude "A" period distribution amount.	-		287,500			Fund shows a negative starting balance
2	<b>Revenue/Income (Actual 06/30/22)</b> RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller					1,531,599	Period A - \$890,843 , Period B - \$640,756
3	<b>Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)</b>			287,500		1,262,112	Items 1 - Debt Service Principal & Interest \$953,162 Item 9 - Weed Abatement \$54,000 Item 13 - Trustee Svcs \$2,200 Item 16 - Continuing Disclosures \$2,750 Item 26 - Admin \$250,000
4	<b>Retention of Available Cash Balance (Actual 06/30/22)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			-		287,500	
5	<b>ROPS 21-22 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			(65,000)	ROPS Item 11 - Legal Svc, Property Sales -5,000 ROPS Item 12 - Sales costs (closing costs, appraisals, commissions) -60,000
6	<b>Ending Actual Available Cash Balance (06/30/22)</b>	\$-	\$-	\$-	\$-	<b>\$46,987</b>	

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
	C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)						

Clearlake Recognized Obligation Payment Schedule (ROPS 24-25) - Notes July 1, 2024 through June 30, 2025	
Item #	Notes/Comments
1	Period A - principal \$305,000 (50% of FY 23-24, \$610,000 principal), interest \$177,834, Period B - interest \$169,447
9	Continuation of weed abatement project.
12	
13	US Bank invoices in January for calendar year. Fee increased FY 23-24.
16	NHA Advisors - Invoices July for FY - Continuing Disclosure \$3,750, CDIAC Debt Transparency Reporting \$500 - increased fees starting FY 24-25
26	Personnel, Accounting, Audit, Admin.
31	Period B Principal Payment Due 10/1/25 (50% of FY 24-25, \$630,000 principal)