



**Mark Twain  
Health Care District**

**AG E N D A**  
**Regular Meeting of the**  
**Board of Directors**  
**Mark Twain HealthCare District**  
**Wednesday, May 29, 2013**  
**7:30 a.m.**  
**Classroom 2, 2<sup>nd</sup> Floor**  
**Mark Twain St. Joseph's Hospital**

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**768 Mountain Ranch Road**

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**San Andreas, CA**

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1. Call to Order and Roll Call
2. Approval of Agenda

3. Public Comment on matters not listed on the Agenda.

The purpose of this section of the Agenda is to allow comments and input from the public on matters within the jurisdiction of the Mark Twain HealthCare District not listed on the Agenda.

(The public may also comment on any item listed on the Agenda prior to Board action on such item.)

***Limit of 3 minutes per speaker.***

**CONSENT CALENDAR**

All items on the Consent Calendar are considered routine and may be approved by the District Board without any discussion by a single roll-call vote. Any Board Member or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar.

Approval of the April 24, 2013 Minutes  
(Pg. 1-5)

**UNFINISHED BUSINESS**

1. Comparative administrative cost, reserve/investment allocation for comparable Health Care Districts.....Mr. Doss  
Public Comment

2. Telehealth Review and Update.....Dr. Smart  
(pg. 6, Attachment A)  
Public Comment

**NEW BUSINESS**

3. ACHD Meeting Report.....Mrs. Reed & Dr. Smart  
Public Comment
4. Bret Harte Scholarship Night.....Dr. Oliver  
Public Comment
5. Lease Review Ad Hoc Committee Update.....Dr. Oliver  
Public Comment
6. MTHCD Executive Director Report.....Mr. Doss
  - Calaveras Mental Health Advisory Board
  - Calaveras EMS Meeting  
Public Comment
7. MTHCD President’s Report.....Mrs. Reed
  - Doris Barger Golf Outing  
Public Comments
8. Monthly Financial Report .....Mr. McInturf  
(pg.7-13, Attachment B)
  - Draft 2013-2014 Budget.....Mr. Doss & Mr. McInturf  
(Distributed at Meeting)  
Public Comment
  - Real Estate Update.....Mr. Doss  
(pg. 14-38, Attachments C & D)  
Public Comment
9. MTMC Board Report.....Mr. Campana, V.P. Board of Trustees  
.....Ken McInturf, Treasurer, Board of Trustees  
Public Comment
10. Board Comments  
Public Comment

**Adjournment**

**Mark Twain HealthCare District Mission Statement**

Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides competent, professional and compassionate healing.

Estimated Expenses/Revenue for

Out Patient Tele-health Consultation Clinic

Assumptions:

1. Project would be managed by dedicated staff, Licensed Vocational Nurse (LVN) or Medical Assistant.
2. Project would start in one clinic only (San Andreas RHC)
3. Clinics would entail one or two half days per week.
4. Job Description for coordinator to be defined.
5. Senior Management by Dr. Smart/Dr. Allen/Dr. Andersen

Expense Item	Cost	Cost per year
Robot equipment		
RP Lite	\$544/mo	\$6528
RP Express	\$244/mo	\$2928*
Space/Utilities/furniture	Na/San Andreas RHC	na
LVN Coordinator 0.5 FTE (20hrs/week)		\$37,730.00 (with benefits)* \$28,156.00 (no benefits)
Medical Assistant (MA) 0.5 FTE (20 hrs/wk)		\$25,140.00 (with benefits) \$18,770.00 (no benefits)
Administrative miscellaneous		
Computer station/Desk	One time only (?hospital surplus)	\$ 1500.00
other		\$ 500.00
TOTAL		\$ 42,658.00 (LVN Scenario) \$ 30, 068.00 (MA Scenario)
Revenue	\$25/appointment	\$ 5000.00

\* recommended



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

- inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
  6. Any lien or right to a lien for services, labor or material not shown by the public records.

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

- (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
- (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an

**EXHIBIT A  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:



***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

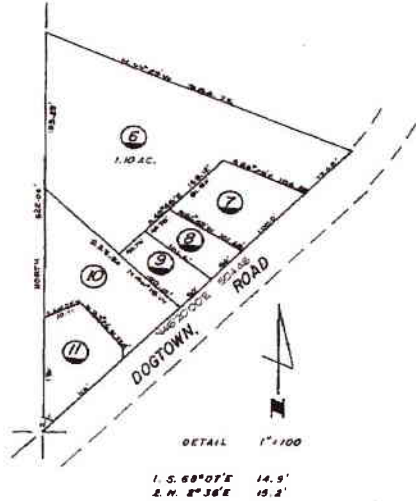
If you have any questions about the effect of this new law, please contact your local First American Office for more details.

Description: Calaveras, CA Assessor Map - Book Page 57.21 Page: 1 of 1  
 Order: n/a Comment:

T.3N., R.13E. POR. OF  
 SW1/4 OF NW1/4 OF SEC.28

TAX AREA CODE 1-000

25

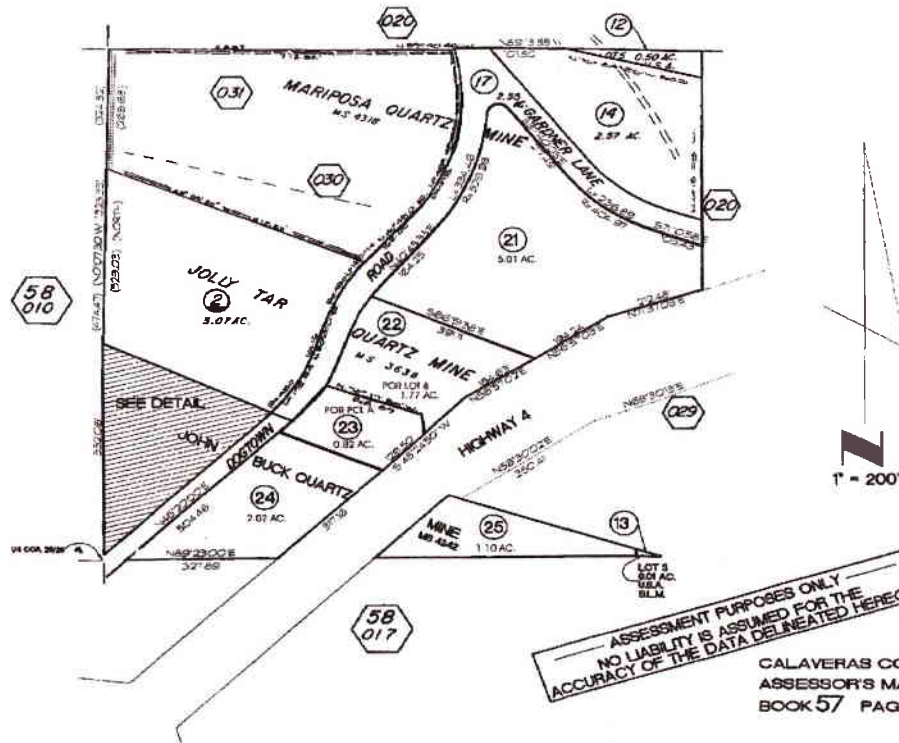


P.M. 7-104

R.O.S. 15-32, 22-72,

FOR MINERAL RIGHTS SEE PAGE 421

REV. 24 12/22/2011



DISTANT, AND RUNNING WITH BEARINGS BASED ON ASTRONOMICAL OBSERVATIONS, THENCE 1ST. N. 44°30' W., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY, 45.14 FEET; THENCE 2ND. N. 45°30' E., ALONG THE SOUTHEASTERLY BOUNDARY OF MARY TARBAT PROPERTY, 150 FEET; THENCE 3RD. S. 44°30' E. 178.84 FEET TO A POINT IN LOT 6; THENCE S. 43°55' W., 150.07' TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 49; THENCE N. 44°30' W. ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 136.86', MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO C.T. JOHNSON AND NADINE R. JOHNSON, HIS WIFE, BY DEED RECORDED JANUARY 27, 1993, INSTRUMENT NO. 1993-001315, OFFICIAL RECORDS, CALAVERAS COUNTY.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 30, 2011, INSTRUMENT NO. 2011-3545, OFFICIAL RECORDS, CALAVERAS COUNTY.

APN: 058-021-024 and 058-017-023

### LEGAL DESCRIPTION

Real property in the City of ANGELS CAMP, County of Calaveras, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF THE JOHN BUCK QUARTZ MINE, MINERAL SURVEY #4242, IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 13 EAST, DESCRIBED IN THE PATENT, RECORDED AUGUST 11, 1913 IN BOOK 6 OF PATENTS, PAGE 211, LYING EAST OF THE CENTER OF DOG TOWN ROAD, AS IT EXISTED ON THE GROUND MARCH 31, 1905.

PARCEL 2:

LOTS 5 AND 6 OF BLOCK 2, ATLAVILLE TOWNSITE, AS SET FORTH ON THE OFFICIAL MAP AND FIELD NOTES THEREOF, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF CALAVERAS COUNTY.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 17, 1941, IN BOOK 21 OF OFFICIAL RECORDS, PAGE 65, CALAVERAS COUNTY RECORDS.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO FRANCES TANKO, BY DEED RECORDED JUNE 6, 1952, IN BOOK 70 OF OFFICIAL RECORDS, PAGE 453, CALAVERAS COUNTY RECORDS.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO STANLEY M. GREEN, ET UX., BY DEED RECORDED MAY 27, 1953, IN BOOK 81 OF OFFICIAL RECORDS, PAGE 337, CALAVERAS COUNTY RECORDS.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO MARY BLANCHE TARBAT, BY DEED RECORDED OCTOBER 23, 1953, IN BOOK 83 OF OFFICIAL RECORDS, PAGE 364, CALAVERAS COUNTY RECORDS.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO RAYMOND F. SELESIA, ET UX, BY DEED RECORDED JANUARY 7, 1954, IN BOOK 85 OF OFFICIAL RECORDS, PAGE 5, CALAVERAS COUNTY RECORDS.

ALSO EXCEPT ALL THAT PORTION CONVEYED TO WILLIAM M. SWENDEMAN, ET UX., BY DEED RECORDED DECEMBER 31, 1941 IN BOOK 20 OF OFFICIAL RECORDS, PAGE 401, AND DEED RECORDED FEBRUARY 10, 1956, IN BOOK 99 OF OFFICIAL RECORDS, PAGE 396, CALAVERAS COUNTY RECORDS.

SAVE AND EXCEPTING THEREFROM A PORTION OF LOT 5 AND LOT 6 OF BLOCK 2 OF THE TOWNSITE OF ALTAVILLE, DESCRIBED AS BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 49 WITH THE NORTHWESTERLY BOUNDARY OF LOT 6, BLOCK 2, OF SAID TOWNSITE OF ALTAVILLE, WHENCE THE MOST WESTERLY CORNER OF SAID LOT 6 BEARS S. 44°38' W. 25.77 FEET DISTANT AND A CONCRETE MONUMENT 40' TO THE LEFT OF HIGHWAY STATION 547-PLUS 20.20 E.C. BEARS N. 44°30'W. 178.65 FEET DISTANT, AND THE QUARTER CORNER BETWEEN SECTIONS 28 AND 29, T. 3 N., R. 13 E., M.D.B.&M. BEARS N. 11°38'40" W. 404.21 FEET

## INCOMING DOMESTIC WIRE INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY  
BANK: First American Trust, FSB  
ADDRESS: 5 First American Way, Santa Ana, CA 92707  
ACCOUNT NO: 3006940000  
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 170 and 180 DOGTOWN ROAD, ANGELS CAMP, CA 95222  
FILE NUMBER: 0505-4370173 (JG)  
ATTENTION: JESSIE GERMAN

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **JESSIE GERMAN** AT **(209)736-2578** OR **jgerman@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: **(866)370-3036**

**FIRST AMERICAN TRUST CONTACT INFO:** Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER AND/OR PROPERTY REFERENCE ARE NOT INCLUDED**

6. The following additional parcel or parcels has/have appeared in a recorded document or documents describing the land referred to in this preliminary report/commitment:

TOGETHER WITH ALL MINERAL RIGHTS BELOW A DEPTH OF 50 FEET BELOW THE SURFACE OF ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, T. 3 N., R. 13 E., M.D.B.&M., IN LOT 5 OF BLOCK 2 OF SAID ALTAVILLE TOWNSITE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE STATE HIGHWAY MONUMENT 40 FEET TO THE LEFT OF STATION 551+43.91 BC WHENCE THE QUARTER CORNER BETWEEN SECTIONS 28 AND 29, T. 3 NORTH, R. 13 EAST, M.D.B.&M., BEARS NORTH 23°56'30" WEST, 624.49 FEET DISTANT AND RUNNING THENCE 1ST., NORTH 44°30' WEST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID STATE HIGHWAY 19.52 FEET TO A 3/4 INCH IRON PIN; THENCE 2ND., SOUTH 44°30' EAST, 150 FEET TO A 3/4 INCH IRON PIN; THENCE 3RD., SOUTH 44°30' EAST, 60 FEET TO A 3/4 INCH IRON PIN; THENCE 4TH., SOUTH 45°30' WEST, 149.90 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID HIGHWAY WHENCE A 3/4 INCH IRON PIN BEARS SOUTH 45°30' WEST, 0.10 FEET DISTANT; THENCE 5TH., NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY ALONG THE ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 45°12'30" EAST, 7,960 FEET DISTANT, WITH A RADIUS OF 7,960 FEET AND A CENTRAL ANGLE 0°17'30" A DISTANCE OF 40.52 FEET TO THE POINT OF BEGINNING, AS RESERVED IN DEED RECORDED MAY 27, 1953, IN BOOK 81 OF OFFICIAL RECORDS, PAGE 337, CALAVERAS COUNTY RECORDS.

No insurance will be provided as to these parcels, but the parties to the transaction contemplated by this preliminary report/commitment may wish to consider whether these parcels should be included in the documents to be recorded.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$93.83, PAID
Penalty:	\$
Second Installment:	\$93.83, PAID
Penalty:	\$
Tax Rate Area:	001-000
A. P. No.:	058-017-023
  
2. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$365.12, PAID
Penalty:	\$
Second Installment:	\$365.12, PAID
Penalty:	\$
Tax Rate Area:	001-000
A. P. No.:	057-021-024
  
3. The property covered by this report is vacant land.
  
4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
  
5. We find no open deeds of trust. Escrow please confirm before closing.

The location of the easement cannot be determined from record information.

6. The effect of a map purporting to show the land and other property, filed MAY 1, 1987 IN BOOK 15 PAGE 27 of Record of Surveys.
7. The effect of a map purporting to show the land and other property, filed MAY 19, 1987 IN BOOK 15 PAGE 32 of Record of Surveys.
8. The effect of a map purporting to show the land and other property, filed APRIL 15, 1988 IN BOOK 7 PAGE 104 of Parcel Maps.
9. The effect of a map purporting to show the land and other property, filed NOVEMBER 9, 2011 IN BOOK 22 PAGE 72 of Record of Surveys.
10. Abutter's rights of ingress and egress to or from HIGHWAY 4 have been relinquished in the document recorded March 30, 2011 as INSTRUMENT NO. 2011-3545 OF OFFICIAL RECORDS .
11. Rights of parties in possession.
12. Water rights, claims or title to water, whether or not shown by the public records.

**Prior to the issuance of any policy of title insurance, the Company will require:**

13. With respect to THE 49er LEASE, a corporation:
  - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
  - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
14. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.
15. One of the following, in accordance with the Subdivision Map Act (Section 66410 et seq. of the California Government Code):
  - a. A certificate of compliance recorded in the public records.
  - b. Filing of a final map or parcel map.
  - c. A waiver of a final map or parcel map.



Dated as of MAY 20, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE 49er LEASE, A CALIFORNIA CORPORATAION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
4. An easement for ANCHORS, GUYS AND FIXTURES and incidental purposes, recorded SEPTEMBER 18, 1941 as BOOK 19 PAGE 300 of Official Records.  
In Favor of: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY  
Affects: REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR THE PARTICULARS

The location of the easement cannot be determined from record information.

5. An easement for ANCHORS, GUYS AND FIXTURES and incidental purposes, recorded OCTOBER 3, 1977 as BOOK 453 PAGE 30 of Official Records.  
In Favor of: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY  
Affects: REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR THE PARTICULARS

**UPDATED**



*First American Title*

## **First American Title Company**

**23 North Main Street  
Angels Camp, CA 95222**

Order Number: 0505-4370173 ()

Escrow Officer: Jessie German  
Phone: (209)736-2578  
Fax No.: (866)370-3036  
E-Mail: jgerman@firstam.com

E-Mail Loan Documents to: AngelsCampEDocs@firstam.com  
Buyer: Mark Twain Health Care District  
Property: 170 and 180 DOGTOWN ROAD  
ANGELS CAMP, CA 95222

### **PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

## **PROFESSIONAL SERVICES AGREEMENT**

### **Mark Twain St. Joseph's Hospital Medical Center, Angels Camp**

Mark Twain St. Joseph's Hospital (MTSJ) and Augustine Planning Associates, Inc. (CONSULTANT) agree as follows:

- 1. Services.** CONSULTANT will provide to MTSJ professional planning services as reasonably required by MTSJ for the Mark Twain St. Joseph's Hospital Medical Center in Angels Camp more particularly described in **Exhibit A**.
- 2. Fees for Professional Services.** MTSJ will pay CONSULTANT an \$85 hourly fee for professional services rendered and time spent on MTSJ's behalf for work included in the attached Scope of Work (**Exhibit A**). Invoicing pursuant to this contract shall not exceed \$9,945.00 without prior approval, in writing, from MTSJ.
- 3. Costs.** MTSJ will reimburse CONSULTANT for actual and reasonable expenses for travel, communications, office supplies, postage, facsimiles, maps, publications, ParcelQuest database, California Natural Diversity Database, and photocopy services purchased on MTSJ's behalf that are not readily available from MTSJ. Reimbursement for CONSULTANT's use of CONSULTANT's automobile shall be at the IRS approved mileage rate. These costs shall not alter the total "not to exceed" contract cost without prior approval, in writing, from MTSJ.
- 4. Payment.** CONSULTANT will send MTSJ monthly invoices that describe work performed and costs incurred. Each bill is payable in full on the fifteenth day after date of the bill. MTSJ shall pay interest at a rate of 7.99 percent per month on any balance remaining unpaid 15 days after the due date (i.e., 30 days after the date of the bill).
- 5. Scheduling Work.** The parties shall confer at least monthly about scheduling pending and anticipated work. MTSJ shall give CONSULTANT reasonable advance notice of meetings scheduled by the MTSJ related to the project and CONSULTANT shall use her best good faith efforts, subject to pre-existing commitments, to accommodate those meeting dates and times.
- 6. Termination.** Either party may terminate this agreement after 30 days written notice to the other. CONSULTANT shall be reimbursed by the MTSJ for time and materials incurred on behalf of the MTSJ prior to receipt of a written notice of termination.
- 7. Supervision.** The City of Angels Camp Community Development Department, Planning Division will be the primary contact for work performed pursuant to this contract. MTSJ

also will identify a primary contact to CONSULTANT to act on behalf of MTSJ and make necessary planning decisions.

- 8. Insurance.** CONSULTANT shall procure and maintain the following insurance at all times during the duration of this Agreement not less than the following coverage and limits of insurances:

General Liability. CONSULTANT shall obtain and keep in full force and effect general liability insurance including provisions for personal injury and broad form property damage coverages. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability. CONSULTANT shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and \$500,000 for property damage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set opposite their respective names.

\_\_\_\_\_  
Daymon Doss, CEO  
Mark Twain Health Care District

Date: \_\_\_\_\_



\_\_\_\_\_  
Amy Augustine, President  
Augustine Planning Associates, Inc.

Date: May 16, 2013



## Augustine Planning Associates, Inc.

### Proposal to Prepare an Expanded Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring & Reporting Plan for: Mark Twain Medical Center Dogtown Road, Angels Camp

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#### **Understanding:**

Mark Twain St. Joseph's Hospital is seeking an environmental planning consultant to prepare the necessary environmental documentation in support of a formal application to the Angels Camp Community Development Department for approval of a 15,000± sq. ft. medical center.

The project may include some or all of the following: a general plan amendment, rezoning, conditional use permit and/or site plan review. This proposal addresses preparation of the environmental document in support of a general plan amendment, rezoning, conditional use permit, and/or site plan review. Applicant will provide Consultant with the necessary site plans, elevations, preliminary landscaping plans and related exhibits in support of a formal application to the City.

Mark Twain St. Joseph's Hospital proposes to construct a 15,000± square foot two-story health center with required parking encompassing Assessor's Parcel Numbers 058-017-023 (170 Dogtown Road) and 57-021-024 (180 Dogtown Road) totaling 2.92± acres. The parcels are designated Medium Density Residential (MDR) on the Angels Camp 2020 General Plan land use map and are currently zoned Two-Family Residential (R-2). Primary access to the clinic will be from Dogtown Road. The primary affected intersections are to be determined, but are expected to include, at a minimum: the Dogtown/S.R.49 and SR 4/SR49 North intersections. The degree to which additional intersections may be affected has yet to be determined. KdAnderson & Associates has been hired under a separate contract to identify potential traffic impacts.

An air emissions analysis is required for the project. KdAnderson & Associates will contract directly with the applicant to complete the analysis in support of the environmental documentation for the project.

This scope assumes that no project phasing is proposed.

**Scope:**

Augustine Planning Associates, Inc. (APA) proposes to provide the following services to assist in completing the environmental documentation in support of a general plan amendment and rezoning plus required entitlements for the health center:

- Task 1:** Review existing files, review current project plans and associated documents
- Task 2:** Contact and consult with applicable advisory agencies and adjoining landowners
- Task 3:** Coordinate with applicant to prepare additional submittals required for project approvals (e.g., exterior building elevations, preliminary landscaping plan, and site plan)
- Task 4:** Conduct a site inspection or inspections (up to 2)
- Task 5:** Recommend project re-design, if necessary, based on advisory agency and adjoining parcel owner responses and in response to the findings of the traffic study
- Task 6:** Prepare one administrative draft mitigated negative declaration for review by the Applicant and the City.
- Task 7:** Prepare a final draft mitigated negative declaration in response to Applicant and City comments and prepare required number of copies for State Clearinghouse submittal
- Task 8:** Submit Mitigated Negative Declaration to the State Clearinghouse
- Task 9:** Prepare draft responses to comments received from the State Clearinghouse (prepare a Final Mitigated Negative Declaration)
- Task 10:** Prepare final response to comments received from the State Clearinghouse based on comments from the Applicant and City
- Task 11:** Assist City in preparing public notices for hearings to consider adopting the Mitigated Negative Declaration (and the general plan amendment, rezoning and associated entitlements, as applicable)
- Task 12:** Attend Applicant/City Meetings, Planning Commission and City Council public hearings related to the project in Angels Camp (5 meetings)
- Task 13:** Assist City in preparing a Notice of Determination for filing with the City, Calaveras County and State Clearinghouse

**Projected Budget:**

<b>Task</b>	<b>Description</b>	<b>Estimated Costs/a/</b>
1	Review existing information	\$85.00
2	Notify advisory agencies and adjoining landowners	\$340.00
3	Coordinate with applicant to submit additional information requested by agencies and as necessary to complete the environmental document (e.g., exterior elevations, landscaping plans, site plans)	\$170.00
4	Conduct a field survey (up to two site visits are included in budget), botanical study	\$425.00
5	Recommend project re-design, if necessary, based on advisory agency and adjoining parcel owner responses and in response to the findings of the traffic	\$340.00
6	Prepare an Administrative Draft Initial Study/Mitigated Negative Declaration	\$5,100.00
7	Prepare a Final Draft Initial Study/Mitigated Negative Declaration based on Applicant and City Comments; prepare copies	\$680.00
8	Submit the Draft Initial Study/Mitigated Negative Declaration to State Clearinghouse for review	\$170.00
9	Prepare draft responses to comments from the State Clearinghouse (includes responses to up to 5 comments)	\$425.00
10	Prepare final response to comments received from the State Clearinghouse based on comments from the Applicant and City	\$170.00
11	Assist the City in preparing public notices for Planning Commission and City Council hearings to consider/adopt the Initial Study/Mitigated Negative Declaration (general plan amendment, rezoning and project entitlements, as applicable)	\$170.00
12	Attend Applicant/City Meetings, Planning Commission and City Council public hearings related to the project in Angels Camp (up to 5 meetings)	\$1,700.00
13	Assist City in filing/preparing a Notice of Determination with the City, Calaveras County Clerk and State Clearinghouse	\$170.00
<b>Estimated Cost</b>		<b>\$9,945.00</b>

/a/ APA Costs of \$85/hr plus (including) copy and mileage costs

**Projected Timeline:**

**8 Weeks.** Consultant will submit an Administrative Draft Initial Study/Mitigated Negative Declaration within 8 weeks of receipt of a completed traffic study and air emissions analysis by KdA. Consultant is not responsible for delays that may be outside Consultant's control (e.g., significant changes in the project description and/or design or failure of advisory agencies to provide comments in a timely fashion).

**3 Weeks.** It is estimated that the City will require 3 weeks to conduct document reviews.

**1 Week.** One week to incorporate City and Applicant Comments and submit environmental

document to the State Clearinghouse.

**4 Weeks.** The environmental document (mitigated negative declaration) then will be submitted to the State Clearinghouse for 30 days (4 weeks).

**6-8 Weeks.** Staff report preparation and project public hearings are expected to require 6-8 weeks for preparation, noticing and completion of both Planning Commission and City Council hearings.

**Assumptions & Exclusions:**

- Environmental documentation will be in the form of an expanded initial study/mitigated negative declaration with a mitigation monitoring and reporting plan
- Applicant will provide Consultant with a sufficient project description and exhibits in support of a general plan amendment, rezoning, conditional use permit and site plan review application to the Angels Camp Community Development Department
- The project description will not change significantly during the environmental review process. Significant changes to the project will require a revision to this scope of work and cost.
- Special/focused studies (e.g., air emissions/air quality, geotechnical, Phase I hazardous materials studies, biological studies, wetlands studies, air and noise studies and farmland assessments) will not be required; but may be provided by APA, Inc. at additional cost upon request if determined necessary. This proposal includes a review of all current databases related to biological resources and a field survey by the staff biologist.
- KdA will prepare an air quality/emissions study in support of the environmental analysis.
- This proposal excludes costs for a traffic study.
- Aspen Street Architects will provide Consultant with the necessary exhibits (e.g., site plans, elevations, landscaping plans etc.) for the environmental document.
- City staff will prepare the staff report for the project for the Planning Commission and City Council. APA can provide this service at additional cost.
- Proposed costs include one amendment to the administrative draft environmental document. Additional significant document amendments may be incorporated at additional cost, upon request.
- Proposal costs exclude Fish and Game administration fees and other filing fees for the Notice of Determination. These costs will be paid by the Applicant.
- City staff will prepare project staff reports. APA, Inc. can provide this service at additional cost upon request.

This proposal remains in effect through September 1, 2013, or upon execution of a contract, whichever occurs first.



**EXHIBIT A  
SCOPE OF WORK  
Mark Twain St. Joseph's Hospital Medical Center, Angels Camp**