



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CRIGGER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: April 10, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
CONTACT PERSON: Celestie Perez PHONE: (559) 624-7010				

SUBJECT: Yokohl Ranch Project Closeout

REQUEST(S):

That the Board of Supervisors:

1. Receive a report on the closeout of the Yokohl Ranch Project.
2. Approve the payment of invoices from Michael Baker International (Planning Review Consultant), in the amount of \$28,638.79 for services provided to the Yokohl Ranch Project retroactive from October 1, 2017 through February 22, 2018.
3. Find that the Board had the authority to have the work done as of October 1, 2017 and that it was in the County's best interest to do so.
4. Approve the refund of the balance of funds on deposit (\$16,570.16) with the County (with the exception of \$3,000 to be returned on or before June 30, 2018) to the Yokohl Ranch Company.

SUMMARY:

In November of 2006, the Board entered into a Memorandum of Understanding (MOU No. 22940) and a Reimbursement Agreement (No. 22938 – Attachment A) with the Yokohl Ranch Company to work on the Yokohl Ranch Project (Project). The purpose of the agreement was to:

- 1) Modify the Tulare County General Plan as necessary
- 2) Change the Foothill Growth Management Plan as necessary
- 3) Develop a Community Plan or Master Development Plan for the Project
- 4) Develop Specific Plans or Area Plans for the Project

SUBJECT: Yokohl Ranch Project Closeout

DATE: April 10, 2018

5) Change the Tulare Zoning Ordinance as necessary

Due to the extensive review necessary to produce these documents, the reimbursement agreement provided for an initial deposit amount to be used to pay for costs associated with staff time and consultants paid for by the County on behalf of the Yokohl Ranch Company. As prescribed in the agreement, the deposit has been depleted and replenished several times over the course of the Project and currently has a balance of \$16,570.16.

On January 31, 2018, J.G. Boswell Co. (owner of the Yokohl Ranch Company) notified the County of Tulare Resource Management Agency, that it no longer wished to pursue the Project (Attachment B). On February 8, 2018 the County notified all vendors associated with the Project to submit their last and final bills and staff was instructed not to work on the Project any further. All invoices have now been paid and staff time expensed to the Project as of March 17, 2018.

Over the course of the project staff worked 13,028 hours to develop the following documents:

- (3) Area Development Plans
- Fire Management Plan
- Infrastructure Master Plan
- Tentative Tract Map
- Master Development Plan
- Development Agreement
- Preliminary Financing Plan
- 80% Complete EIR

A total of \$5,524,305 was paid to the County of Tulare by Yokohl in pursuit of the Project. All resources developed as a result of the MOU and Project application have been organized and filed for later use if the applicant wishes to reinstate their application.

Michael Baker International provided planning consultancy services to the Project. Their purchasing agreement expired on September 30, 2017. Due to miscommunications the agreement was not extended, yet services continued to be provided. As a result, we seek authorization from the Board for invoices (Attachment C) for services after the expiration of the original agreement. We have implemented new protocols to prevent the need for retroactive approval in the future.

FISCAL IMPACT/FINANCING:

There are no net County costs to the General Fund.

The reimbursement agreement between the County and the Yokohl Ranch Company provided for 100% reimbursement of all costs associated with the Yokohl Ranch Project.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the "Economic Well Being Initiative - to promote economic development opportunities, effective growth management and

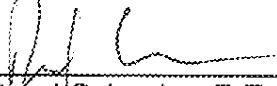
SUBJECT: Yokohl Ranch Project Closeout
DATE: April 10, 2018

a quality standard of living”.

ADMINISTRATIVE SIGN-OFF:



Sherman Dix
Assistant Director - Fiscal



Reed Schenke, P.E.
Director

rs:sd

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Attachments A – Reimbursement Agreement
Attachments B – J.G. Boswell Termination Letter
Attachments C – Michael Baker International Invoices (To Be Paid)

Attachment "A"

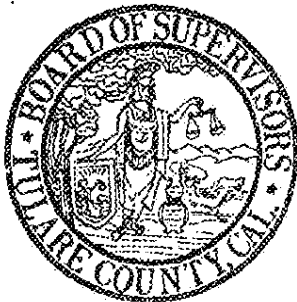
Reimbursement Agreement

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING A MEMORANDUM)	RESOLUTION NO. 2006-0863
OF UNDERSTANDING AND REIMBURSEMENT)	AGREEMENT NO. 22938, 22939
AGREEMENT BETWEEN YOKOHL VALLEY RANCH)	and 22940
COMPANY AND AN ENVIRONMENTAL CONSULTING)	
AGREEMENT WITH POST, BUCKLEY, SCHUH &)	
JERNIGAN INC. AND THE COUNTY OF TULARE AND)	
AUTHORIZING THE CHAIRMAN'S SIGNATURE.)	

UPON MOTION OF SUPERVISOR COX, SECONDED BY SUPERVISOR ISHIDA,
THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL
MEETING HELD NOVEMBER 7, 2006, BY THE FOLLOWING VOTE:

AYES: Supervisors Ishida, Conway, Cox, Worthley and Maples
 NOES: None
 ABSTAIN: None
 ABSENT: None



ATTEST: C. BRIAN HADDIX
COUNTY ADMINISTRATIVE OFFICER
CLERK, BOARD OF SUPERVISORS

BY: Wannak Bush
Deputy Clerk

Authorized the Chairman of the Board to sign a Memorandum of Understanding, and Reimbursement Agreement between the County of Tulare and the Yokohi Valley Ranch Co. LLC and a Consulting Agreement with Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) for environmental consultant services for the proposed Yokohi Valley Ranch development project.

RMA
Co Counsel
CAO
Auditor

11/8/06
WKB

AGENDA DATE: November 7, 2006



RESOURCE MANAGEMENT AGENCY

5981 SOUTH MOONEY BLVD.
VISALIA, CA 93277
PHONE (559) 733-6291
FAX (559) 730-2653

Orill L. Fussel	Engineering
Deborah Kruse	Development Services
Jean P. Brou	Transportation
George Finney	Long Range Planning
Hal Cybert	Support Services
Roger Hunt	Administrative Services

HENRY HASH, DIRECTOR

ASSOCIATE DIRECTOR

AGENDA ITEM-REVISED

ITEM NO. _____
District 1

SUBJECT:

Authorize the Chairman of the Board to sign a Memorandum of Understanding, a Reimbursement Agreement between the County of Tulare and the Yokohl Valley Ranch Co. LLC and a Consulting Agreement with Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) for environmental consultant services.

REQUEST(S):

Authorize the Chairman of the Board to sign Memorandum of Understanding and Reimbursement Agreement between the County of Tulare and the Yokohl Valley Ranch Co. LLC and a Consulting Agreement with Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) for environmental consultant services for the proposed Yokohl Valley Ranch General Plan Amendment and development project.

SUMMARY:

On February 7, 2006, your Board approved the request under Resolution 2006-0089 by the J.G. Boswell Company, now doing business as the Yokohl Ranch Company LLC, to initiate an Amendment to the Tulare County General Plan for the proposed Yokohl Ranch Development Project. Contained within the approval for the Request Amendment, was a Board stipulation that the Yokohl Ranch Company LLC must sign a Memorandum of Understanding as to the terms and conditions for preparation of the Amendment and a Reimbursement Agreement as there was to be no County incurred costs for preparation of the CEQA compliance documentation and administrative expenses.

The attached documents requested for your Board's approval represent the following:

- i) The Memorandum of Understanding between the County of Tulare and the Yokohl Valley Ranch Company, LLC., which defines the relationship between the County and the Developer with respect to processing a General Plan Amendment and the financial and consultant sub-agreements.
- ii) The Reimbursement Agreement, which sets for the rates for reimbursement of the County's costs for all internal staff time and incidental expenses associated with the project and direct costs for a

consultant's preparation of the California Environmental Quality Act (CEQA) documentation and other consultants or services as needed.

- iii) The Consulting Agreement, which provides for the preparation of a programmatic environmental impact report ("EIR") for the Yokohl Ranch Plan in compliance with the CEQA and any technical studies deemed necessary to peer review or validate findings in the EIR. The cost of the EIR shall be fully funded by Yokohl Ranch Company.

FINANCING:

In accordance with the Board of Supervisors direction, all direct County cost associated with the processing of the General Plan Amendments including any County provided services for document reproduction and GIS support, consultants services required for CEQA document preparation or other consultant expertise required for project management services or peer review, will be fully reimbursed by the applicant.

The Reimbursement Agreement will require the Tulare County Auditors Office to set up an interest bearing Trust Fund for the initial deposit for of funds from Yokohl Valley Ranch Company. The Reimbursement Agreement calls for replenishment of the deposit from time to time, so that financial resources needed to complete the work are always available

ALTERNATIVES:

Your Board could choose to reject or amend the agreements requiring that the County pay for all or a portion of the costs associated with processing the proposed General Plan Amendment and EIR associated with the Yokohl Ranch Development project.

INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:


Pursuant to Section 8 of the Memorandum of Understanding, the County will form an Intergovernmental Coordination Committee to address the issues and concerns of all affected County Departments and other governmental agencies having jurisdiction over the project. Such agencies and departments are listed in this section.

SIGNATURE REQUIREMENTS:

Chairman of the Board to sign the Memorandum of Understanding, Reimbursement Agreement and the Environmental Consultant Agreement. The Secretary to the Board or Authorized Deputy to attest to the Agreements and the Resolution.

ADMINISTRATIVE SIGN OFF:

RESOURCE MANAGEMENT AGENCY


George Finney, Assistant Director
Long Range Planning


Henry Hash, Executive Director
Resource Management Agency

REIMBURSEMENT AGREEMENT NO. 22938
FOR COUNTY EXPENSES INCURRED
IN PROCESSING AND CONSIDERING LAND USE ENTITLEMENT
APPLICATIONS FOR PROPOSED
LARGE SCALE DEVELOPMENT PROJECTS

Relating to Board of Supervisors Resolution No. 2006-0089, February 7, 2006

THIS REIMBURSEMENT AGREEMENT is entered into and effective as of November 7, 2006, between the County of Tulare ("County") and the Yokohl Ranch Company LLC ("Developer"), with respect to the following facts:

A. The Developer is considering the pursuit of land use development within Tulare County and has filed or intends to file with the County applications for legislative and discretionary land use entitlements, as provided for in Board of Supervisors Resolution No. 2006-0089 and as set out in Tulare County Memorandum of Understanding No. 22940 ("Application"); and

B. These actions include but are not limited to consideration of one or more of the following: a proposed change to the policies and/or text of the Tulare County General Plan; A proposed change to the Foothill Growth Management Plan; a proposed Community Plan or Master Development Plan; proposed Specific Plans or Area Plans; a proposed change to the text of the County of Tulare Zoning Ordinance; the proposed rezoning of one or more parcels within the County of Tulare; proposed development agreements or special use permits; consideration of the imposition of development impact fees; and the proposed adoption of an Infrastructure Master Plan, including formation of Assessment Districts, or other means of financing County services and infrastructure to serve and support the proposed developments

C. County consideration of one or more of such proposals will require extensive review in accordance with the California Environmental Quality Act, Public Resources Code Section 21000 et seq. ("CEQA"), the State CEQA Guidelines, Title 14 of the California Administrative Code Section 15000 et seq. ("State Guidelines"), and the County of Tulare Guidelines for the Implementation of the California Environmental Quality Act ("County Guidelines"); and

D. The Tulare County Board of Supervisors has granted the Developer, subject to the conditions and requirements as set forth in the February 7, 2006, Agenda and Staff Report and as adopted under Resolution 2006-0089 referenced herein as if set out in full, permission to file an application for County consideration of a General Plan Amendment, and an Amendment to the Foothill Growth Management Plan, which are the first of one or more of such discretionary actions contingent upon the understanding that the Developer will pay all County costs, charges and expenses associated with the processing of this application, all subsequent applications filed and all proposed County actions in regard to the proposed development; and

E. The County costs, charges and expenses which may be incurred include, but are not limited to County staff time for planning, engineering, environmental health, fire inspection, building inspection, and legal staff time; the costs for independent consultants to perform specialized services including preparation of required environmental documentation pursuant to CEQA; peer review and outside project management services; or supplement of the work products submitted by the Developer or primary environmental consultant; and the costs for specialized, outside legal counsel for assistance to the County in carrying out this process; and

F. The Developer and County recognize and agree that not all of the activities needed for this process can be anticipated and that from time to time the proposals and plans of the Developer and the policies and requirements of the County, the State of California or federal agencies may change depending upon the circumstances at the time; and it is impracticable to account for unanticipated issues that may arise, including but not limited to: issues relating to management of needed consulting services; legal issues; protracted negotiations; or issues relating to the quality of work; and

G. As a consequence of the above, the County costs, charges and expenses can only be estimated in part at this time; and

H. As a consequence of the above, the Developer and the County have mutually agreed to the following terms and conditions.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. DESCRIPTION OF PROJECT. At this time, the Developer intends to seek substantial development in Tulare County, described in general terms as provided for in Board of Supervisors Resolution No. 2006-0089 and as set out in Tulare County Memorandum of Understanding No. 22940.
2. DEPOSIT AND PAYMENT.
 - a. The Developer agrees to an initial deposit amount of \$ 275,000 with the County as an initial installment in payment to cover any costs, charges and expenses associated with the processing of this application, and all County actions in regard to the proposed development. This amount is approximately equal to ten percent (10%) of the cost of the EIR as described in the Scope of Services for the project, prepared by PBS&J Corporation dated November 7, 2006, plus an amount equal to twenty percent (20%) of the cost of the EIR for the initial County costs.
 - b. At such time as the balance on deposit from the Developer is depleted by 50%, the County shall notify the Developer and the Developer shall make another deposit with the County to restore the fund to its original sum. This process shall be repeated until the Application filed by the Developer has either been approved or denied by the County, the Developer has voluntarily terminated the process or the Developer has abandoned the project.
 - c. The County shall deposit the Developers payment for this deposit and any subsequent deposits by the Developer into a County pooled account in the County Treasury. Any interest accruing shall be credited to the Developer as part of the deposit. The County Treasurer shall retain the sole discretion for any investment of such funds.
 - d. If the Developer chooses not to proceed with this Application or any subsequent application associated with this project, the Developer shall, in writing, withdraw the Application from County consideration, and all unused fees shall be returned to the Developer in accordance with Paragraph No. 8 herein, or the Developer and the County may negotiate a mutually satisfactory, alternative course of action.
 - e. If the Developer is deemed to have abandoned this Application or any subsequent

application associated with this project, all unused fees shall be returned to the Developer in accordance with Paragraph No. 9, herein, or the Developer and the County may negotiate a mutually satisfactory, alternative course of action.

3. ADMINISTRATION. The County of Tulare Resource Management Agency (RMA) shall be the primary County agency responsible for all County accounting and coordinating all County activities under this Agreement. Upon execution of this Agreement and upon receipt of the deposits specified above, RMA shall, within three months thereafter, provide a preliminary accounting of the costs of County activities undertaken to date which may be billed against the deposits received. Within ten (10) days after the receipt of the bills, the Developer shall notify the County that it either accepts or objects to the costs charged. If the Developer objects to the costs incurred, all activity on the Developer's Application shall cease until the matter has been resolved between RMA's representative and the Developer's representative. If the Developer does not respond within thirty (30) days after the receipt of the bills, the bills shall be deemed approved. Subsequently, RMA will issue bills every thirty (30) days, with Developer approval within ten (10) days or such bills will be deemed approved. Upon approval of the bills, money shall be disbursed accordingly from the amounts deposited.

Developer recognizes that a monthly accounting may not necessarily include all bills for services provided during that period but that the County will endeavor to keep such accountings as current as possible considering internal and outside billing processes.

4. COUNTY COSTS, CHARGES AND EXPENSES: The County costs, charges and expenses referred to under this Agreement, include but are not limited to all County staff time (including but not limited to planning, engineering, environmental health, fire inspection, building inspection, and legal staff time, printing services excepting large document reproduction, COWCAP, mail, courier, travel and telephone), the costs for independent contractors to perform specialized work or peer review of work product submitted by the Developer, and the costs for specialized, outside legal counsel for assistance to the County in carrying out this process. For the purposes of this Agreement, the rates for County staff time

shall be those set out in Exhibit A, attached hereto and incorporated herein by reference as set out in full. The County may adjust such rates in the ordinary course and scope of its business upon prior written notice to the Applicant. The rates charged by the County shall not exceed the County's rates charged to other members of the public. Additional costs to accrue to the Applicant include miscellaneous costs such as special printing services, GIS mapping or other such costs associated with the special studies or services which are not considered as normal conduct of business.

5. COUNTY DISCRETION. The Applicant understands and agrees that:

a. The County makes no guarantees that this Agreement or any commitments hereunder will reduce the estimated time for processing Developer's Application, and that the County retains sole and complete discretion to prioritize and schedule the work and services produced.

b. The County retains complete discretion to accept or reject the any product provided by the Developer under this Agreement, and that rejection of such product does not relieve the Developer of the responsibility to pay for the services identified under this Agreement.

c. Nothing in this Agreement shall obligate or bind the County, the Tulare County Planning Commission, the Tulare County Zoning Administrator, the Tulare County Board of Supervisors, or any County agencies, departments, commissions, agents, officers, staff or employees to exercise its/his/her discretionary authority in particular way or fashion, to delegate any discretionary authority, to issue any County certification of compliance with CEQA and/or to issue any County approvals in regard to the project and/or any proceedings related to this Application.

d. No final decisions shall be made upon the Application or the proposed development project if any balances are due and payable under this Agreement, except that the Developer agrees that the County may make a final decision or decisions to deny such Application as one remedy, in addition to the others provided under this Agreement and the laws

of the State of California, for Developer non-compliance with, or breach of, this Agreement. Finally, the Developer understands and agrees that the County has the sole and complete discretion to determine what shall be required of the Developer regarding any applications and the process for considering such applications.

6. INFORMATION. The Developer shall provide the County with whatever background information is needed to complete processing of the Developer's initial Application and any subsequent applications subject to this Agreement within the time periods requested by the County. All information supplied by the Developer shall be true, correct and complete to the best of Developer's knowledge. The Developer shall supply the source of such information at the request of the County. All information supplied shall become the property of the County, as well as the Developer, for the purposes of preparing the required CEQA documents and the County's discretionary decision making process. As such, the Developer recognizes and agrees that such background information may become public record under the laws of the State of California.

In addition, Developer hereby grants permission to the County and its officers, employees, agents or consultants, to enter and access the property to be developed to take borings, make any tests, conduct surveys or reconnaissance necessary to carry out the purpose of the Application, subject to approval of the Developer.

7. OWNERSHIP OF MATERIALS. The County shall furnish the Developer with copies of final staff reports and, to the extent requested by the Developer, other final documents generated by the County in the ordinary course and scope of its business as part of this process. However, all finished or unfinished documents, data, studies, records, computer programs or output, methodological explanations, writings, drawings, maps, models, photographs and/or reports prepared by the County or any of its consultant's or independent contracts or submitted to the County in connection with this Application and the required CEQA documents thereof and used as part of the County discretionary decision making process shall be owned and remain in the ownership of the County.

8. TERMINATION. Either the County or Developer may terminate this Agreement without cause by presentation to the other party hereto of written notice of termination thirty (30) calendar days prior to the effective date of termination. In the event of termination by either party, the County shall retain that portion of the Developer's payment necessary to pay for the County costs, charges and expenses incurred through the date of termination and the County's costs to issue final accountings. After these deductions, the County shall reimburse the Developer any portion of the Developer's deposit payment remaining. Termination of this Agreement shall not terminate any obligations to indemnify or defend under Paragraph No. 10, herein.

9. ABANDONMENT: Failure by the Developer to comply with the terms of this Agreement or to deposit the funds required herein by the times set herein or within any extensions to such time given by the County, in its sole discretion, shall result in and be deemed an abandonment of any and all pending applications for the project described herein, and any rights accrued to the Developer to proceed under the County's discretionary actions in such regard shall be deemed immediately revoked, and the County will be entitled to seek all remedies available to it under law, including but not limited to breach of contract and/or enforcement of any code violations. In the event of abandonment, the County shall retain that portion of the Developer's payment necessary to pay for the County costs, charges and expenses incurred through the date of abandonment and the County's costs to issue final accountings. After these deductions, the County shall reimburse the Developer any portion of the Developer's deposit payment remaining. Abandonment of this Agreement shall not terminate any obligations to indemnify or defend under Paragraph No. 10, herein.

10. INDEMNIFICATION. The Developer agrees to comply with the County's indemnification policies currently set out in Tulare County Board of Supervisors Resolution No. 2005-0229, as such policies may be amended from time to time, and to execute all needed agreements and undertake all commitments provided therein. In addition, the Developer agrees to defend, hold harmless and indemnify the County and its officials, officers, agents, and

employees for any and all challenges by any third party to this agreement, the duties, responsibilities and commitments set forth herein, including but not limited to challenges to the validity of this Agreement, any claims, actions or proceedings against the County to attack, set aside, or void this agreement or to impose personal liability against any County officials, agents, officers, or employees due to their involvement with this Agreement.

11. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire Agreement between the Developer and the County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

12. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

13. CONTRACT PERSONS: For the purposes of administration and implementation of this Agreement, including but not limited to for the purpose of making demands for compliance and giving direction, the contacts under this Agreement for the Developer and the County shall be as follows:

"County"

Henry Hash, Director
Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia CA 93277-9394

Telephone No. (559) 733-6291
Fax No. (559) 730-2653

With a Copy to:

William L. Hayter, Manager
Community Development Division
Tulare Co. Resource Management Agency
5961 S. Mooney Boulevard
Visalia CA. 93277-9394

Telephone No. (559) 733-6291 Ext. 4301
Fax No. (559) 730-2591

"Yokohl Ranch Company"

William T. Ostrem
The Yokohl Ranch Company LLC
13500 Evening Creek Dr., N.
Suite 400
San Diego, CA 92128

Telephone No.: 858-513-7800 Fax No.: 858-513-7805

Either party may change the above contact by giving written notice pursuant to Paragraph No. 14 below. Each contact person may designate deputies for the purposes of carrying out this Agreement by giving written notice pursuant to Paragraph No. 15 below.

14. NOTICES. Any notices required to be given under this Agreement shall be written and shall be served either by personal service or by first class mail, postage prepaid and addressed as follows:

"County"

With a Copy to:

Henry Hash, Director
Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia CA 93277-9394

William L. Hayter, Manager
Community Development Division
Tulare Co. Resource Management Agency
5961 S. Mooney Boulevard
Visalia CA. 93277-9394

Telephone No. (559) 733-6291
Fax No. (559) 730-2653

Telephone No. (559) 733-6291 Ext. 4301
Fax No. (559) 730-2591

"Yokohl Ranch Company"

William T. Ostrem
The Yokohl Ranch Company LLC
13500 Evening Creek Dr., N.
Suite 400
San Diego, CA. 92128

Telephone No.: 858-513-7800 Fax No.: 858-513-7805

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change

the above address by giving written notice pursuant to this paragraph.

15. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

16. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

17. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California. The Developer waives the removal provisions of California Code of Civil Procedure Section 394.

18. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

19. **RECITALS:** The Recitals to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

21. FURTHER ASSURANCES: Each party will execute any additional documents or agreements and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

22. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

/

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/

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

County OF TULARE

Date: 11-7-06

BY: J. Alan Forthofer
Chairman, Board of Supervisors
"County"

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: Wanna K. Bush
Deputy Clerk

THE YOKOHL RANCH COMPANY LLC, a
California limited liability company

Date: 10-26-06

By: David E. Watson
David E. Watson, Vice President

Date: 10/26/06

By: Alex Alagha
Alex Alagha, Vice President

Approved as to Form
County Counsel

By: [Signature]
Deputy 11-1-06

CERTIFICATE OF INCUMBENCY

I hereby certify that the following are officers of The Yokohl Ranch Company LLC, a California limited liability company, duly elected at a meeting held on July 17, 2006 to act until their successors are elected or appointed.

William T. Ostrem.....	President
Alex Alagha.....	Vice President and Secretary
Debi Roth-Klingner.....	Vice President and Chief Financial officer
David E. Watson.....	Vice President

Any two of the foregoing officers, acting together, are authorized to execute those documents necessary for the conduct of the business of The Yokohl Ranch Company LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said limited liability company this July 18, 2006.



 Alex Alagha, Secretary

Exhibit A

Tulare County Fee Schedule

TULARE COUNTY FEE SCHEDULE

Expenses incurred in the production of "work product", document preparation and review, community meetings, intergovernmental agency coordination, project administration etc. shall be invoiced at the following rates:

1. Staff Costs Rate: \$100.00 per hour

(Rate includes staff hourly rates plus overhead, minor document reproduction and minor GIS support services.)
2. Outside Legal Counsel Rate: Actual Cost
3. Peer Review Consultants Rate: Actual Cost
4. Large Document Reproduction Rate: Actual Cost

(Rates for base document reproduction are \$0.03 per page for black and white images and \$0.35 per page for color images plus cost for binding and covers)
5. GIS large project requests Rate: Actual Cost

(Example: 3D terrain modeling)

Attachment "B"

J.G. Boswell Termination Letter

J. G. BOSWELL COMPANY

101 WEST WALNUT STREET
PASADENA, CALIFORNIA 91103
(626) 583-3000

January 31, 2018

The Honorable Steven Worthley
Chairman - Tulare County Board of Supervisors
County Administrative Office
2800 West Burrel Avenue
Visalia, CA 93291

Mr. Michael Spata
County Administrative Officer
Tulare County
2800 West Burrel Avenue
Visalia, CA 93291

Subject: Withdrawal of Application for the Yokohi Ranch Project

Dear Chairman Worthley and Mr. Spata,

The purpose of this letter is to inform you that J.G. Boswell Company will no longer pursue a commercial and residential development at our Yokohi Ranch property.

Our decision is based on very thorough analysis which indicates that market conditions and economic forecasts do not justify the financial investment necessary to develop and build out the Yokohi Ranch project. Also, this decision is consistent with J. G. Boswell Company's strategic goal of building shareholder value by directing our resources and efforts to our core agricultural businesses.

Since the project inception and throughout the extensive entitlement work, J. G. Boswell Company, the owner of Yokohi Ranch Company, has made substantial capital investments in supporting the future of Tulare County for the purpose of developing a top quality, sustainable community in the San Joaquin Valley. Throughout the process, we made and kept all of our commitments of ensuring visionary balance between land stewardship, sustainability and community development.

We are very appreciative of the collaborative review process implemented by the County Board of Supervisors. Your leadership and support throughout the last ten years facilitated the substantial completion of the draft Environmental Impact Report (EIR) along with all related entitlement documents. Together, we addressed all the major issues and had a sound draft EIR. Unfortunately,

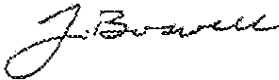
The Honorable Steve Worthley
Mr. Michael Spata
January 31, 2018

following in-depth reviews and analysis of the plan, we believe the project would not meet the financial and strategic goals of the company.

This decision to not go forward is a disappointment to everyone involved. J. G. Boswell Company will continue operating the Yokohi Valley Cattle Company and will continue to be the good steward and neighbor we have been since we first purchased the property in 1963.

Once again, we appreciate your cooperative and collaborative efforts and thank you for your support and understanding of this difficult business decision.

Sincerely,



James W. Boswell
Chairman & Chief Executive Officer

CC: Kuyler Crocker, Vice Chair, District One Supervisor
Pete Vander Poel, District Two Supervisor
Amy Shuklian, District Three Supervisor
Mike Ennis, District Five Supervisor
Julieta Martinez, Chief of Staff

Attachment "C"

Michael Baker International Invoices (To Be Paid)

Michael Baker
INTERNATIONAL

JAN 11 REC'D
 Invoice Date: January 3, 2018
 Project No.: 140147
 Invoice No.: 1000786

County of Tulare
 Resource Management Agency
 Attn. Accounts Payable
 5961 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: (559) 624-7000

Michael Baker International
 9755 Clairemont Mesa Boulevard
 Suite 100
 San Diego, CA 92124-1333

Tulare County
 Resource Management
 Agency
 JAN 11 REC'D

Yokohl Ranch Master Planned Community Review & Entitlement

Project No.: 140147
 Project Manager: Dan Wery (858) 614-5081

RBF Consulting- Extension of Staff Services:
 Agreement #7601 dated March 12, 2014 - \$90,000
 Extended for fiscal year via 11-24-14 Agreement 8222
 Purchase Agreement #1183 dated 7-1-15 - \$60,000
 Purchase Agreement 2013 - last dated June 9, 2017

Professional Consulting Services for October and November 2017

Task	Description	Authorized Fee	Percent Complete	Billed to Date	Previously Invoiced	Current
1.	Project Review	\$150,000.00	79.10%	\$118,652.42	\$107,754.92	\$10,897.50
	Total Fee	\$150,000.00		\$118,652.42		\$10,897.50
				Previous Fee Billing	\$107,754.92	
				Total This Invoice		\$10,897.50

APPROVED FOR PAYMENT
 RESOURCE MANAGEMENT AGENCY

BY [Signature]

JAN 18 REC'D

Budget 001-230-1000-7043
 Div 002-020-1001
 Cost Center 001-1000-0016
 Proj# 01000-0020000500

Electronic Payment Remit to: Michael Baker International Citizens Bank ABA: 036-076-150 Account No.: 6101710975 SWIFT: CTZIUS33	Lockbox Remit to: Michael Baker International PO Box 515714 Los Angeles, CA 90051-5195
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Tulare County - Yesshi Ranch Master Plan Development Review
 Labor Service Summary
 Unbilled Through November 2017

Project: 140747

Manager: Weny, Daniel K.

Type: \$150,000 Time & Materials

DATE	DESCRIPTION OF TASKS & SERVICES	STAFF	HOURS	BILL RATE	INVOICE
2-Oct-17	Coordination and replying to applicant	Roberts, Madison Agatha	2	105	\$ 210.00
7-Oct-17		Weny, Daniel K.	1	180	\$ 180.00
4-Oct-17	Coordination and replying to applicant	Roberts, Madison Agatha	5	105	\$ 525.00
5-Oct-17	MDP and Meadows and Oaks ADP Comparison	Roberts, Madison Agatha	1.5	105	\$ 157.50
6-Oct-17	MDP and Meadows and Oaks ADP Comparison	Roberts, Madison Agatha	2.5	105	\$ 262.50
11-Oct-17	Completing MDP and Meadows and Oaks ADP's Consistency Analysis	Roberts, Madison Agatha	2	105	\$ 210.00
13-Oct-17	Completing MDP and Meadows and Oaks ADP's Consistency Analysis	Roberts, Madison Agatha	2	105	\$ 210.00
23-Oct-17	Updates to Conditions of Approval	Roberts, Madison Agatha	4	105	\$ 420.00
25-Oct-17	Updates to Conditions of Approval	Roberts, Madison Agatha	2	105	\$ 210.00
26-Oct-17	Updates to Conditions of Approval	Roberts, Madison Agatha	2	105	\$ 210.00
27-Oct-17	4 hour Updates to Conditions of Approval	Roberts, Madison Agatha	1.5	105	\$ 157.50
30-Oct-17	Conditions of Approval	Roberts, Madison Agatha	4	105	\$ 420.00
1-Nov-17	Conditions of Approval and discussing PFFP Work with Dan	Roberts, Madison Agatha	2	105	\$ 210.00
1-Nov-17	cultural EOA with MR, matrix	Roberts, Madison Agatha	1.5	105	\$ 157.50
3-Nov-17	Cultural Conditions of Approval and Organizing Financial Files from the County	Weny, Daniel K.	1	180	\$ 180.00
6-Nov-17	review Cultural COA matrix w/WR, set up system for long-term enforcement and compliance, and COA management	Roberts, Madison Agatha	3	105	\$ 315.00
7-Nov-17	pic/Dino, day meeting/WR, Luis re: PFFP from FH and Fiscal Report Analysis	Weny, Daniel K.	2	180	\$ 360.00
9-Nov-17	coord PFFP	Weny, Daniel K.	3	180	\$ 540.00
10-Nov-17	Converting Conditions of Approval to new format	Roberts, Madison Agatha	1	180	\$ 180.00
15-Nov-17	Converting Conditions of Approval to new format	Roberts, Madison Agatha	1.5	105	\$ 157.50
15-Nov-17	coord PFFP	Roberts, Madison Agatha	7	105	\$ 735.00
17-Nov-17		Weny, Daniel K.	1	180	\$ 180.00
23-Nov-17	Preparing Conditions of Approval to send to attorney	Serafini, Dino Robert (Dino)	2	145	\$ 290.00
20-Nov-17		Roberts, Madison Agatha	0.3	105	\$ 31.50
23-Nov-17	Conditions of Approval and drafting memo to legal	Serafini, Dino Robert (Dino)	1	145	\$ 145.00
21-Nov-17	Conditions of Approval	Roberts, Madison Agatha	1	105	\$ 105.00
22-Nov-17		Roberts, Madison Agatha	7	105	\$ 735.00
27-Nov-17	Conditions of Approval	Weny, Daniel K.	1	180	\$ 180.00
29-Nov-17	Completing Conditions of Approval for legal review and sending to Luis and Chuck at Tulare County	Roberts, Madison Agatha	8	105	\$ 840.00
30-Nov-17	Traveling to Tulare County from San Diego and working with Luis on MDP land Use Changes Exhibits and Conditions of Approval Edits	Roberts, Madison Agatha	2.5	105	\$ 262.50
1-Dec-17	Working on Conditions of Approval Edits and Public Workshop Exhibits	Roberts, Madison Agatha	8	105	\$ 840.00
	Working on Conditions of Approval and Traveling back to San Diego Office from Tulare County	Roberts, Madison Agatha	8	105	\$ 840.00
	Professional Consulting Services through November 2017	Roberts, Madison Agatha	6	105	\$ 630.00
			95.5		\$ 10,887.50

STAFF	HOURS	BILL RATE	INVOICE
Roberts, Madison Agatha	2	105	\$ 210.00
Weny, Daniel K.	1	180	\$ 180.00
Roberts, Madison Agatha	5	105	\$ 525.00
Roberts, Madison Agatha	1.5	105	\$ 157.50
Roberts, Madison Agatha	2.5	105	\$ 262.50
Roberts, Madison Agatha	2	105	\$ 210.00
Roberts, Madison Agatha	2	105	\$ 210.00
Roberts, Madison Agatha	4	105	\$ 420.00
Roberts, Madison Agatha	2	105	\$ 210.00
Roberts, Madison Agatha	2	105	\$ 210.00
Roberts, Madison Agatha	1.5	105	\$ 157.50
Roberts, Madison Agatha	4	105	\$ 420.00
Roberts, Madison Agatha	2	105	\$ 210.00
Roberts, Madison Agatha	2	105	\$ 210.00
Roberts, Madison Agatha	1.5	105	\$ 157.50
Weny, Daniel K.	1	180	\$ 180.00
Roberts, Madison Agatha	3	105	\$ 315.00
Weny, Daniel K.	2	180	\$ 360.00
Weny, Daniel K.	3	180	\$ 540.00
Roberts, Madison Agatha	1	180	\$ 180.00
Roberts, Madison Agatha	1.5	105	\$ 157.50
Roberts, Madison Agatha	7	105	\$ 735.00
Weny, Daniel K.	1	180	\$ 180.00
Serafini, Dino Robert (Dino)	2	145	\$ 290.00
Roberts, Madison Agatha	0.3	105	\$ 31.50
Serafini, Dino Robert (Dino)	1	145	\$ 145.00
Roberts, Madison Agatha	1	105	\$ 105.00
Roberts, Madison Agatha	7	105	\$ 735.00
Weny, Daniel K.	1	180	\$ 180.00
Roberts, Madison Agatha	8	105	\$ 840.00
Roberts, Madison Agatha	2.5	105	\$ 262.50
Roberts, Madison Agatha	8	105	\$ 840.00
Roberts, Madison Agatha	8	105	\$ 840.00
Roberts, Madison Agatha	6	105	\$ 630.00
	95.5		\$ 10,887.50

Reproduction

TOTALS \$ -

Plus 10% \$ -

TOTAL REIMBURSABLE INVOICE \$ -

TOTAL INVOICE \$ 10,887.50

Professional Consulting Services for the month of November 2017

Michael Baker
INTERNATIONAL

Invoice Date: January 18, 2018
Project No.: 140147
Invoice No.: 1002527

County of Tulare
Resource Management Agency
Attn. Accounts Payable
5961 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: (559) 624-7000

Michael Baker International
9755 Clairemont Mesa Boulevard
Suite 100
San Diego, CA 92124-1333

JAN 25 REC'D

Yokohl Ranch Master Planned Community Review & Entitlement

Project No.: 140147
Project Manager: Dan Wery (858) 614-5081

RBF Consulting- Extension of Staff Services:
Agreement #7601 dated March 12, 2014 - \$90,000
Extended for fiscal year via 11-24-14 Agreement 8222
Purchase Agreement #1183 dated 7-1-15 - \$60,000
Purchase Agreement 2013 - last dated June 9, 2017

Professional Consulting Services through December 2017

Task	Description	Authorized Fee	Percent Complete	Billed to Date	Previously Invoiced	Current
1.	Project Review	\$150,000.00	78.37%	\$117,549.92	\$112,884.92	\$ 4,665.00
	<u>Total Fee</u>	<u>\$150,000.00</u>		<u>\$117,549.92</u>		<u>\$4,665.00</u>
				Previous Fee Billing \$104,084.92		
				Total This Invoice		\$4,665.00

APPROVED FOR PAYMENT
RESOURCE MANAGEMENT AGENCY

BY _____

OK TO PAY TB

JAN 3 2018

JAN 3 2018

Budget 001-230-6200-704
Div _____ ACTV _____
Cost Center _____
Proj# _____

<u>Electronic Payment Remit to:</u> Michael Baker International Citizens Bank ABA: 036-076-150 Account No.: 6101710975 SWIFT: CTZIUS33	<u>Lockbox Remit to:</u> Michael Baker International PO Box 515714 Los Angeles, CA 90051-5195
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Tulare County - Yokohi Ranch Master Planned Development Review
 Labor Service Summary
 Unbilled Through December 2017

Project: 140147

Manager: Wery, Daniel K.

Type: \$150,000 Time & Materials

DATE	DESCRIPTION OF TASKS & SERVICES	STAFF	HOURS	BILL RATE	INVOICE
5-Dec-17	Working with Zack to create aerial image for Yokohi Ranch	Roberts, Madison Agatha	0.5	105	\$ 52.50
6-Dec-17	Aerials for Madison	Pekin, Zachary K	1	90	\$ 90.00
6-Dec-17	Conditions of Approval	Roberts, Madison Agatha	1.5	105	\$ 157.50
7-Dec-17	Aerials for Madison	Pekin, Zachary K	1.5	90	\$ 135.00
8-Dec-17	Conditions of Approval	Roberts, Madison Agatha	0.5	105	\$ 52.50
11-Dec-17	Conditions with Madison	Wery, Daniel K	1	180	\$ 180.00
11-Dec-17	Conditions of Approval and work on Public Workshop Graphic	Roberts, Madison Agatha	3	105	\$ 315.00
13-Dec-17	Conditions with Madison	Wery, Daniel K	2	180	\$ 360.00
14-Dec-17	Aerial imager quotes for Roberts.	Pekin, Zachary K	0.5	90	\$ 45.00
15-Dec-17	Conditions of Approval and work on Public Workshop Graphic	Roberts, Madison Agatha	2	105	\$ 210.00
18-Dec-17	public workshop graphics	Roberts, Madison Agatha	3.5	105	\$ 367.50
19-Dec-17	public workshop graphics	Roberts, Madison Agatha	0.5	105	\$ 52.50
21-Dec-17	conditions of approval	Roberts, Madison Agatha	3.5	105	\$ 367.50
21-Dec-17	dis/MR re: January efforts; PFFF; open house; workload	Wery, Daniel K	1	180	\$ 180.00
22-Dec-17	conditions of approval	Roberts, Madison Agatha	5	105	\$ 525.00
27-Dec-17	Conditions of Approval	Roberts, Madison Agatha	1	105	\$ 105.00
28-Dec-17	Conditions of Approval	Roberts, Madison Agatha	8	105	\$ 840.00
29-Dec-17	Conditions of Approval	Roberts, Madison Agatha	8	105	\$ 840.00
Professional Consulting Services through December 2017			42.0		\$ 4,665.00

Reimbursables (cost + 10% Administrative; personal mileage @ IRS approved rate of \$0.55/mile)

Reproduction	
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TOTALS	\$ -
Plus 10%	\$ -
TOTAL REIMBURSABLE INVOICE	\$ -

Professional Consulting Services for the month of July 2017

TOTAL INVOICE	\$ 4,665.00
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Michael Baker

INTERNATIONAL

Invoice Date: February 22, 2018
 Project No.: 140147
 Invoice No.: 1006092

County of Tulare
 Resource Management Agency
 Attn. Accounts Payable
 5961 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: (559) 624-7000

Michael Baker International
 9755 Clairemont Mesa Boulevard
 Suite 100
 San Diego, CA 92124-1333

Yokohl Ranch Master Planned Community Review & Entitlement

Project No.: 140147
 Project Manager: Dan Wery (858) 614-5081

RBF Consulting- Extension of Staff Services:
 Agreement #7601 dated March 12, 2014 - \$90,000
 Extended for fiscal year via 11-24-14 Agreement 8222
 Purchase Agreement #1183 dated 7-1-15 - \$60,000
 Purchase Agreement 2013 - last dated June 9, 2017

Professional Consulting Services through February 15, 2018

Task	Description	Authorized Fee	Percent Complete	Billed to Date	Previously Invoiced	Current
1.	Project Review	\$150,000.00	89.85%	\$134,773.70	\$121,697.42	\$13,076.29
	<u>Total Fee</u>	<u>\$150,000.00</u>		<u>\$134,773.70</u>		<u>\$13,076.29</u>
				Previous Fee Billing	\$104,084.92	
				Total This Invoice		\$13,076.29

<u>Electronic Payment Remit to:</u> Michael Baker International Citizens Bank ABA: 036-076-150 Account No.: 6101710975 SWIFT: CTZIUS33	<u>Lockbox Remit to:</u> Michael Baker International PO Box 515714 Los Angeles, CA 90051-5195
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Budget _____
 Div _____ ACTV _____
 Cost Center _____
 Proj# _____

APPROVED FOR PAYMENT
 RESOURCE MANAGEMENT AGENCY
 BY 

Tulare County - Yakohl Ranch Master Planned Development Review
 Labor Service Summary
 Unbilled Through February 15, 2018

Project: 140147
 Manager: Wery, Daniel K.
 Type: \$150,000 Time & Materials

DATE	DESCRIPTION OF TASKS & SERVICES	STAFF	HOURS	BILL RATE	INVOICE
1/2/2018	Conditions of Approval	Roberts, Madison Agatha	5.5	105	\$ 577.50
1/2/2018	dis/mr - PFFP, meeting; review Paleo COA	Wery, Daniel K	2	180	\$ 360.00
1/3/2018	prc/Dino - PFFP, FP, FIA recommendations, meeting	Wery, Daniel K	1	180	\$ 180.00
1/4/2018	prc/DS - memo, meeting for Friday and Monday with Luis	Wery, Daniel K	1	180	\$ 180.00
1/5/2018	Conditions of Approval	Roberts, Madison Agatha	2.5	105	\$ 262.50
1/8/2018	coord end calls with Madison, Dino, review material, meeting prep, day meeting with Wery, Daniel K		2	180	\$ 360.00
1/8/2018	Meeting with Luis to discuss condition of approval progress and public workshop mat	Roberts, Madison Agatha	5	105	\$ 525.00
1/9/2018	Follow up tasks from meeting, including setting additional meeting to discuss financial	Roberts, Madison Agatha	1.5	105	\$ 157.50
1/10/2018	Additional follow up tasks from meeting	Roberts, Madison Agatha	0.5	105	\$ 52.50
1/15/2018	review fiscal report re: PFFP objectives	Serafini, Dino Robert (Dino)	8	160	\$ 1,280.00
1/16/2018	Working on Public Workshop Exhibit List	Roberts, Madison Agatha	2.5	105	\$ 262.50
1/17/2018	Working on Public Workshop Exhibit List	Roberts, Madison Agatha	1	105	\$ 105.00
1/18/2018	finance plan and fiscal impact study review	Serafini, Dino Robert (Dino)	2	160	\$ 320.00
1/18/2018	Working on Public Workshop Exhibit List	Roberts, Madison Agatha	3	105	\$ 315.00
1/19/2018	finance plan and fiscal impact study review	Serafini, Dino Robert (Dino)	6	160	\$ 960.00
1/19/2018	Working on Public Workshop Exhibit List	Roberts, Madison Agatha	1	105	\$ 105.00
1/22/2018	day meeting and prep with Dino, Luis, Madison, Tony Ambrose re: PFFP, FP, FIA	Wery, Daniel K	2.5	180	\$ 450.00
1/22/2018	finance plan and fiscal impact study review, meeting	Serafini, Dino Robert (Dino)	1	360	\$ 360.00
1/22/2018	Zoning change description Paragraph, meeting with Luis, Dan and Dino (tony by phon	Roberts, Madison Agatha	3.5	105	\$ 367.50
1/23/2018	Zoning change description Paragraph	Roberts, Madison Agatha	1.5	105	\$ 157.50
1/24/2018	MDP Evolution Paragraph	Roberts, Madison Agatha	1	105	\$ 105.00
1/25/2018	MDP Evolution Paragraph	Roberts, Madison Agatha	1.5	105	\$ 157.50
1/26/2018	Coordination with Tony Ambrose per meeting, PFFP comments and guidelines	Serafini, Dino Robert (Dino)	5	160	\$ 800.00
1/26/2018	MD changes review MR draft	Wery, Daniel K	1.5	180	\$ 270.00
1/26/2018	MDP Evolution Paragraph	Roberts, Madison Agatha	5	105	\$ 525.00
1/29/2018	Coordination with Tony Ambrose per meeting, PFFP comments and guidelines	Serafini, Dino Robert (Dino)	3	160	\$ 480.00
1/29/2018	PFFP, coordination	Wery, Daniel K	1	180	\$ 180.00
1/29/2018	Rezoning Paragraph	Roberts, Madison Agatha	3	105	\$ 315.00
1/30/2018	Coordination with Tony Ambrose per meeting, PFFP comments and guidelines	Serafini, Dino Robert (Dino)	3	160	\$ 480.00
1/30/2018	General Plan Paragraph and edits to Rezoning and MDP Evolution Paragraphs	Roberts, Madison Agatha	5.5	105	\$ 577.50
1/30/2018	review COAs	Wery, Daniel K	1	180	\$ 180.00
1/31/2018	Coordination with Tony Ambrose per meeting, PFFP comments and guidelines	Serafini, Dino Robert (Dino)	1.5	160	\$ 240.00
2/1/2018	Preparing for Monday's Meeting	Roberts, Madison Agatha	3	105	\$ 315.00
2/1/2018	Recommendations for Financing plan and approach	Serafini, Dino Robert (Dino)	1	160	\$ 160.00
2/1/2018	stop work dis/MR, tc/LH; one more meeting to close out - tbd	Wery, Daniel K	1	180	\$ 180.00
2/5/2018	Final Meeting with Luis and preparing deliverables for hand off to County	Roberts, Madison Agatha	1.5	105	\$ 157.50
2/7/2018	Preparing deliverables for hand off to County	Roberts, Madison Agatha	1	105	\$ 105.00
2/7/2018	Tabs for Stephanie and Madison	Jones-Redding, Victoria Gwen	1	90	\$ 90.00
2/8/2018	Preparing deliverables for hand off to County	Roberts, Madison Agatha	1	105	\$ 105.00
2/9/2018	Preparing deliverables for hand off to County	Roberts, Madison Agatha	2.75	105	\$ 288.75
2/15/2018	Received 2-8 letter to conclude work and send final invoice; close out admin	Wery, Daniel K	2.5	180	\$ 450.00
Professional Consulting Services through February 9, 2018			97.75		\$ 12,978.75

Reimbursables (cost + 10% Administrative; personal mileage @ IRS approved rate of \$0.55/mile)

Reproduction	
TOTALS	\$ 88.67
Plus 10%	\$ 8.87
TOTAL REIMBURSABLE INVOICE	\$ 97.54

Professional Consulting Services through February 15, 2018

TOTAL INVOICE

\$ 13,076.29