TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

16661 Old Mill Rd., Nevada City, California

Phone (530) 265-9052 ♦ Fax (530) 265-3049 ♦ www.twinridgeselementary.com

BOARD OF TRUSTEES SPECIAL MEETING AGENDA TUESDAY, OCTOBER 3rd, 2023 4:00 PM GRIZZLY HILL SCHOOL

	1.	CALL	CALL TO ORDER									
	2.	ROLL	_ CA	ALL								
		Aubre Mindi Jonat	ey Pu Mor han									
	3.	ATTE	NDE	EES:								
Action	4.	APPR	ROV	AL OF THE OCTOBER 3, 2023 SPECIAL AGENDA – Malik Goodman								
	5.	REPO	PORTS									
Report			Α.	Superintendent/Principal Report -Scott Mikal-Heine								
	6.	DISC	USS	SION/ACTION ITEMS								
Discussion		-	Α.	Facility Inventory and Capital Outlay Plan Report								
Discussion		E	В.	PD Associates - TK/K Grant, SFP Modernization, State Bond Reimbursement eport								
Discussion	Discussion C. Prioriti			Prioritization of work								
Discussion/A	ction		D.	Bond Counsel selection and approval.								
Discussion/A	ction	E	E.	Shall the Board approve the Financial Advisor Contract?								
Discussion/A	ction	1	F.	Shall the Board approve the Provisional Intern Permit for BS?								
	7.	CLOS	SED	SESSION								
			A.	Public Employee Discipline/Dismissal/Release (Government Code § 54957)								
	В.			Conference with Labor Negotiator (Government Code § 54957.6). Employee Organizations: Non-Represented Classified. Agency Negotiator: Scott Mikal								
			C.	Public Employee Performance Evaluation (Gov. Code § 54957[b])								
				Conference With Legal Counsel – Anticipated/Existing Litigation (Government Code § 54956.9(d)(1) (Government Code § 54956.9(d)(2) or (3).								
	8.	RECE	ESS	/RECONVENE - Report Out on Closed Session								

		A	Reportable Action Taken Regarding Public Employee Discipline/Dismissal/Release (Government Code § 54957(b))						
В			Reportable Action Taken Regarding Conference with Labor Negotiator (Government Code § 54957.6). Employee Organizations: Non-Represented Classified. Agency Negotiator: Scott Mikal						
C.			Reportable Action Taken Regarding Public Employee Performance Evaluation (Gov. Code § 54957[b])						
D.			Reportable Action Taken Regarding Conference With Legal Counsel – Anticipated/Existing Litigation (Government Code § 54956.9(d)(1) (Government Code § 54956.9(d)(2) or (3).						
Discussion	9.	FUTUF	FUTURE AGENDA ITEMS DISCUSSION						
	10.	UPCO	JPCOMING MEETINGS: October 10th, 2023						
11. ADJOURNMENT									

This agenda was posted at least 24 hours prior to the meeting at 16661 Old Mill Rd. Nevada City, CA 95959 and on the website at TRESD.ORG

NOTICE:

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, contact the Twin Ridges Elementary School District office at 530.265-9052 ext. 201 at least 48 hours before the scheduled Board meeting so that we may make every reasonable effort to accommodate your needs. {G.C. §54953.2, §54954.2(a) (1); Americans with Disabilities Act of 1990, §202 (42 U.S.C. §12132)]

	10/3/2023
Malik Goodman, Board President	Date
	10/3/2023
Scott Mikal-Heine, Superintendent/Principal	Date

TWIN RIDGES ELEMENTARY SCHOOL DISTRICT



FACILITY INVENTORY AND CAPITAL OUTLAY PLAN

September 2023

Williams & Associates School Facilities Consultants P.O. Box 2125 Placerville, CA 95667 (530) 906-6690

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SECTION I - INTRODUCTION

INTRODUCTION

A Facility Inventory and Capital Outlay Plan is a document that serves as a reference upon which decisions are made for future facility needs. Facilities planning requires building and modernizing schools for a changing tomorrow. With this in mind, planners should consider educational needs that will serve the needs of all students now as well as in the future.

Facilities planning involves research, consultation with experts, and a design process that is broad-based. The most successful school planning is one that continues the planning process over time. It is essential to create a plan that has built-in flexibility based on the available data and a keen understanding of the students served by the district.

OVERVIEW AND PROCESS

This Facility Inventory and Capital Outlay Plan provides the Twin Ridges Elementary School District with an overview of all buildings located at Grizzly Hill School. This document is intended to provide a summary of the existing facilities, the current use of those facilities, the age of those facilities and a projected capital outlay budget.

The process began with a comprehensive review of existing facilities and how spaces are currently being utilized. The next steps involved the review of existing architectural drawings, researching the Division of the State Architect records, and preparation of Facility Diagrams to accompany the School Facility Utilization Summary.

Facility Diagrams have been prepared for Grizzly Hill School and can be found in **Appendix A**. In addition to preparing diagrams of existing facilities, the School Facility Inventory Summary has been prepared for the school site to identify the age of the building and current use of spaces. The inventory for the school is in **Appendix B**.

SECTION II – EDUCATIONAL FACILITIES

SCHOOL FACILTY INVENTORY

The inventory identifies each building type by construction (either permanent or portable). Under the State School Facilities Program, 'portable classroom' means: 1) a classroom building of one or more stories that is designed and constructed to be relocatable and transportable over public streets, 2) with respect to a single story portable classroom, is designed and constructed for relocation without the separation of the roof and floor from the building and 3) when measured at the most exterior walls, has a floor area not in excess of 2,000 square feet.

For purposes of determining the age of a building for modernization funding under the State School Facility Program, the 25-year period for permanent building begins 12 months after the plans for the building were approved by the Division of the State Architect and the 20-year period for portable buildings begins 12 months after the plans for the building were approved by the Division of the State Architect. Copies of the District's Division of the State Architect records are in **Appendix C**.

STATE FACILITY GUIDELINES

The state school facility guidelines are the 'standard' used to determine the adequacy of school sites and facilities. These guidelines and definitions were applied to determine the relative adequacy of school sites that serve various grade levels. Following is a definition of the guidelines followed by tables that specify the area for core facilities based on the school enrollment.

BUILDING AREA PER PUPIL

Although the current School Facilities Program does not prescribe allowable building area as did the former Lease-Purchase Program, the California Department of Education continues to recommend that the size of schools be calculated at 59 square feet (the minimum) per pupil for kindergarten through grade six, and 80 square feet (the minimum per pupil for grades seven and eight as discussed in the *Guide to School Site Analysis and Development, 2000,* prepared by the California Department of Education.

These recommended square footage per pupil, 59 square feet for (K-6), and 80 square feet for (7-8) are broken down further by types of facilities that are recommended for each pupil. The typical and approximate allocations for construction under the former Lease-Purchase Program used for this analysis are shown in **Table 1** and **Table 2**.

TABLE 1
Elementary School per Pupil Area Allocation

Elementary School	Square Feet Per Pupil
Classroom	32
Small Group Rooms	2.5
Library	2.5
Multi-Purpose/Kitchen	7
Offices	3
Exterior Covered Walk/Corridor	6
Toilets	3
Storage/Custodial/Heater Room	3
Total	59

Source: California Department of Education

TABLE 2
Middle School per Pupil Area Allocation

Middle School	Square Feet Per Pupil
Classroom (includes shops, art, science, homemaking, and music)	37
Small Group Rooms	2
Library	3
Multi-Purpose, Type II (Large Group/Resource)	3
Multi-Purpose/Kitchen	7
Gym	7
Shower/Locker	4
Office	3
Toilets	4
Storage/Custodial/Heater Room	4
Exterior Covered/Student Locker/Shelter	6
Total	80

Source: California Department of Education

AREA ALLOCATIONS USING STATE LOADING STANDARDS

Using the state guidelines in Table 1 and Table 2, as a reference, the number of students to be housed and adequacy of core facilities will be determined with State standards. Under the State School Facility Program, state loading standard shows the state's assumption about how many students can be housed at the school in the current buildings and how adequate the current facilities would be if the school were 'full' according to the state loading standards. The state loading standards are: 25 students per classroom for elementary school, and 27 students per classroom for middle school.

For the purposes of this report and to account for blended classes, a loading standard of 25 students per classroom was utilized along with the Elementary School per Pupil Area Allocation.

GRIZZLY HILL SCHOOL – SITE ANALYSIS

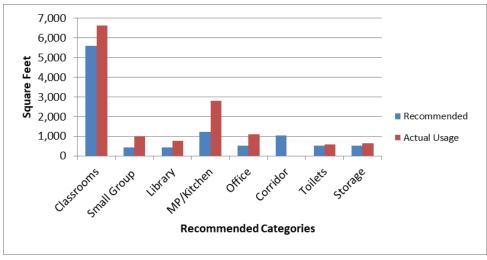
Grizzly Hill School serves students in transitional kindergarten through eighth grade with an enrollment of 94 (2022/23 DataQuest) with 13,522 square feet of building area. The school has 7 permanent classrooms and no portable classrooms for a total of 7 teaching stations. The school was constructed in 1983.

ADEQUACY OF FACILITY BASED ON STATE GUIDELINES

There are a total of 7 teaching stations to accommodate 175 students at state loading standards of 25 students per classroom. Utilizing the Elementary School per Pupil Allocation presented in Table 1, the California Department of Education recommended square footage for this school is 10,325 square feet and the existing facility is 13,522 square feet, or 131% or the recommended standard.

The State loading standards do not account for local educational program curriculum for student enrichment. **Chart 1** provides a comparison of the California Department of Education recommended area allocation utilizing the state loading standards for the number of classrooms on the site to the actual area of the school.

Chart 1
Grizzly Hill School
Area Allocation – Square Footage Usage Based on State Loading Standard



Source: Williams & Associates, 2023

SECTION III – CAPITAL OUTLAY PLAN

The Capital Outlay Plan provides direction in a variety of areas that should be considered in planning facilities. The District may wish to consider options to modernize the aging facilities and infrastructure, address utilization of existing facilities, and explore practical options to expand the campus, where feasible, to better serve students, staff, and the community.

GRIZZLY HILL SCHOOL

Grizzly Hill School has aging buildings. A site survey was conducted during the month of July 2023. The survey included visual inspection only. No destructive investigation or chemical analysis was conducted. Neither Structural, Mechanical, nor Electrical Engineers analysis were included in this survey. Testing for hazardous materials was not included in this survey. This is an 'Order of Magnitude' estimate for budgeting purposes only. Costs are based on general description only. Construction documents were not available for this estimate.

The list of proposed improvements identifies five main categories. The budget categories are:

- ADA/FLS Items related to accessibility, fire alarm systems and site safety
- Maintenance Items related to repairs and maintenance of existing facilities/equipment
- Modernization/Renovation Renovations to existing facilities
- New Construction/Addition Construction of new facilities or additions to existing buildings
- Furniture, Fixtures & Equipment Items not typically included in construction costs

The summary by category is presented in **Table 3**. Combining all five categories the total estimate for budget purposes is \$13,058,080. Summarized in **Appendix D** are the details of the proposed improvements and the 'Order of Magnitude' estimates for budgeting purposes. In addition, provided is an overview of the site with the proposed projects labeled for reference.

Table 3
Summary of Proposed Improvements

Grizzly Hill S	chool								
Budget Summary									
ADA/FLS:	\$ 1,795,000								
Maintenance:	\$ 982,000								
Modernization/Renovation:	\$ 3,364,000								
New Construction / Addition:	\$ 4,919,000								
Furniture, Fixtures & Equipment:	\$ 599,000								
Site Contingency:	\$ 1,399,080								
	\$ 13,058,080								

Source: Williams & Associates, 2023

OAK TREE SCHOOL

During the site survey of Grizzly Hill School, the Superintendent/Principal requested a review of the buildings located on the Oak Tree School.

A site survey was conducted during the month of July 2023. The survey included visual inspection only. No destructive investigation or chemical analysis was conducted. Neither Structural, Mechanical, nor Electrical Engineers analysis were included in this survey. Testing for hazardous materials was not included in this survey. This is an 'Order of Magnitude' estimate for budgeting purposes only. Costs are based on general description only. Construction documents were not available for this estimate.

The list of proposed improvements identifies five main categories. The budget categories are:

- ADA/FLS Items related to accessibility, fire alarm systems and site safety
- Maintenance Items related to repairs and maintenance of existing facilities/equipment
- Modernization/Renovation Renovations to existing facilities
- New Construction/Addition Construction of new facilities or additions to existing buildings
- Furniture, Fixtures & Equipment Items not typically included in construction costs

The summary by category is presented in **Table 4**. Combining all five categories the total estimate for budget purposes is \$1,812,160. Summarized in **Appendix D** are the details of the proposed improvements and the 'Order of Magnitude' estimates for budgeting purposes. In addition, provided is an overview of the site with the proposed projects labeled for reference.

Table 4
Summary of Proposed Improvements

Budget Su	mmary	
ADA/FLS:	\$	173,000
Maintenance:	\$	301,000
Modernization/Renovation:	\$	374,000
New Construction / Addition:	\$	737,000
urniture, Fixtures & Equipment:	\$	33,000
ite Contingency:	\$	194,160

Source: Williams & Associates, 2023

Williams & Associates

DISTRICTWIDE SCHOOL FACILITIES IMPROVEMENTS

Table 5 provides a summary of the districtwide proposed school improvements by site. As indicated by the table, the estimate for budget purposes is \$14,870,240. Summarized in **Appendix D** are the details of the proposed improvements for each site and the 'Order of Magnitude' estimates for budgeting purposes.

Table 5
Districtwide Summary of Proposed Improvements

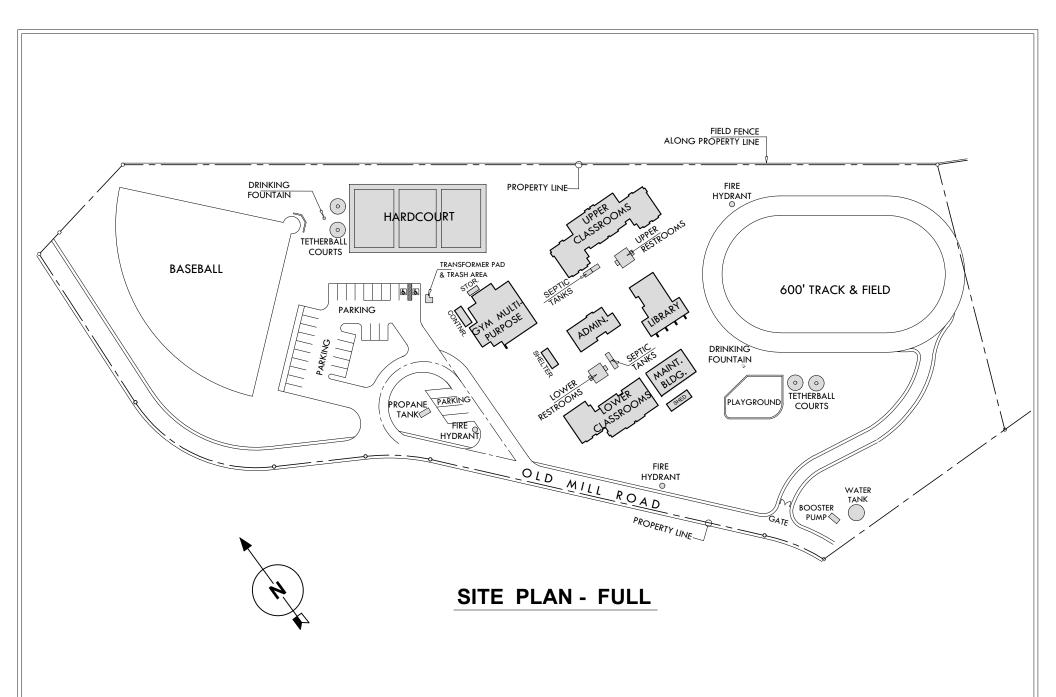
Facilities Location	Budget			
Grizzly Hill School	\$ 13,058,080			
Oak Tree School	\$ 1,812,160			
Total Facilities Budget	\$ 14,870,240			

Source: Williams & Associates, 2023

Williams & Associates

Appendix A

Grizzly Hill School Facility Diagrams





TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

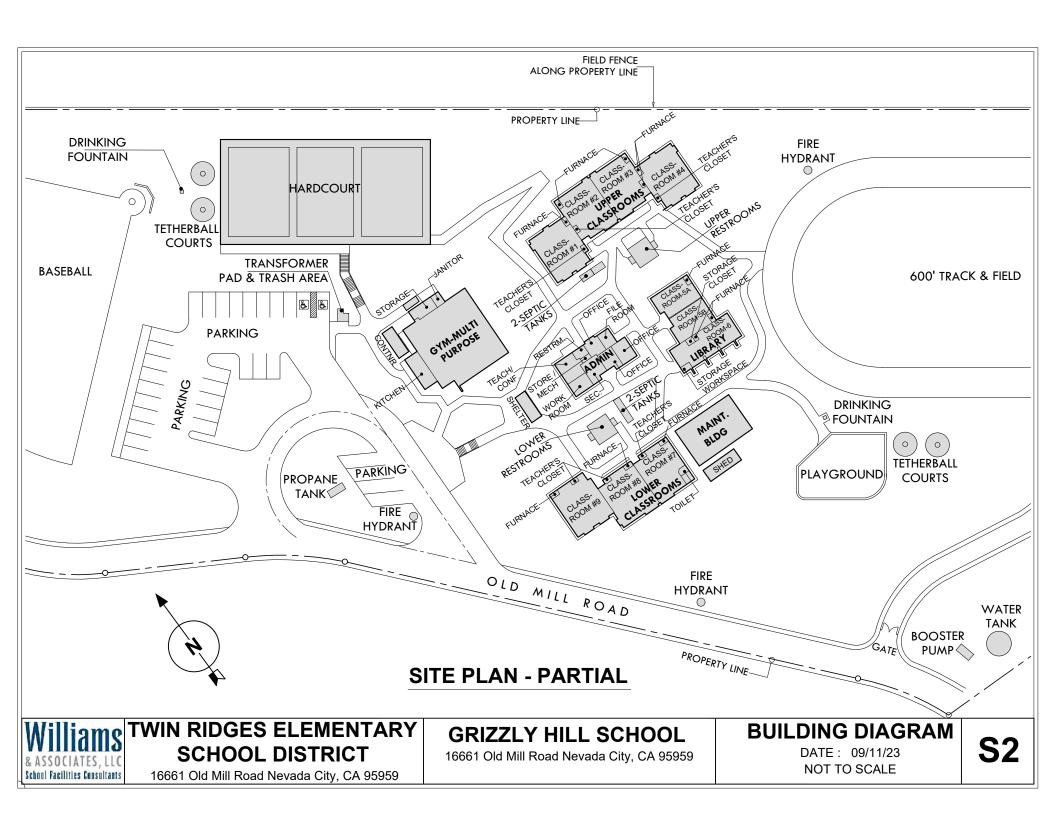
16661 Old Mill Road Nevada City, CA 95959

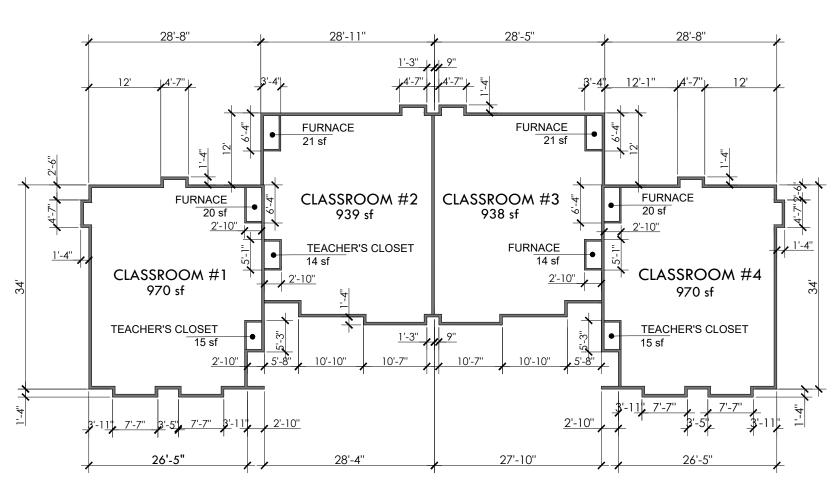
GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

BUILDING DIAGRAM

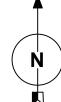
DATE: 09/11/23 NOT TO SCALE **S**1





UPPER CLASSROOMS

TOTAL AREA = 3,957 sf





TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

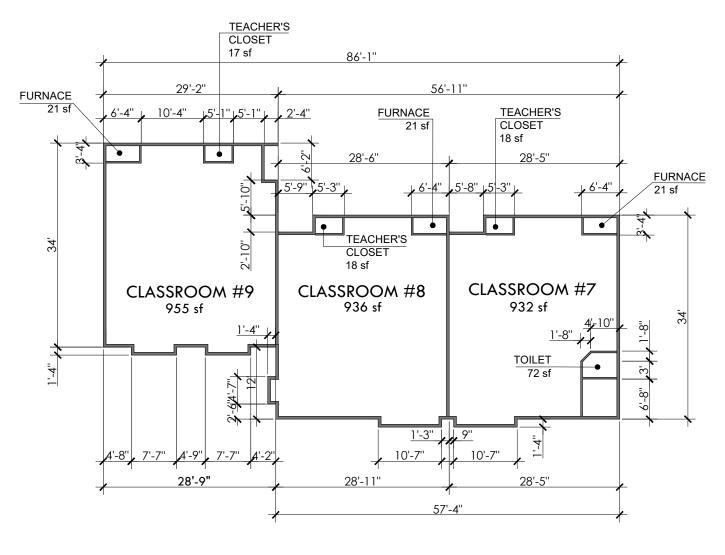
16661 Old Mill Road Nevada City, CA 95959

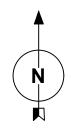
GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

BUILDING DIAGRAM

DATE: 09/11/23 NOT TO SCALE **D1**





LOWER CLASSROOMS

TOTAL AREA = 2,939 sf



TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

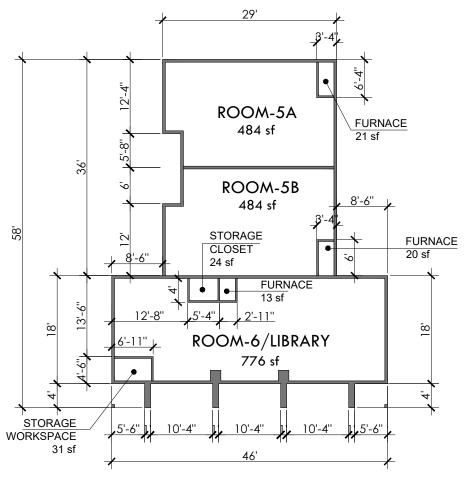
16661 Old Mill Road Nevada City, CA 95959

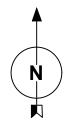
GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

BUILDING DIAGRAM

DATE: 09/11/23 NOT TO SCALE **D2**





LIBRARY BUILDING

TOTAL AREA = 1,853 sf



TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

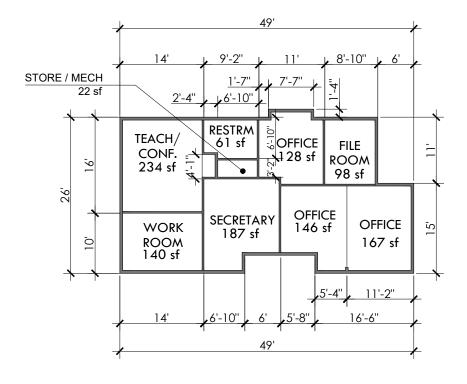
16661 Old Mill Road Nevada City, CA 95959

GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

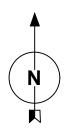
BUILDING DIAGRAM

DATE: 09/11/23 NOT TO SCALE



ADMINISTRATION BUILDING

TOTAL AREA = 1,183 sf





TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

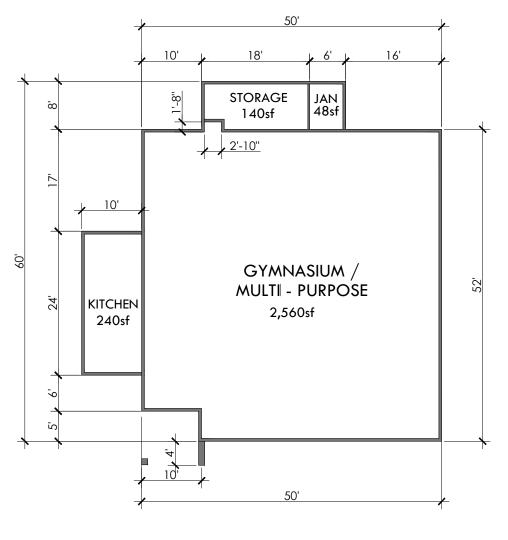
16661 Old Mill Road Nevada City, CA 95959

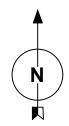
GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

BUILDING DIAGRAM

DATE: 09/11/23 NOT TO SCALE





GYMNASIUM BUILDING

TOTAL AREA = 2,988 sf



TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

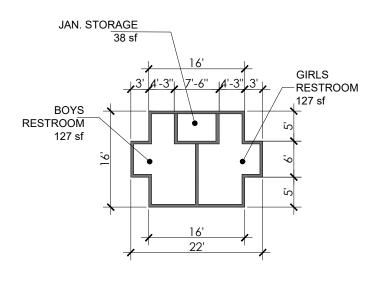
16661 Old Mill Road Nevada City, CA 95959

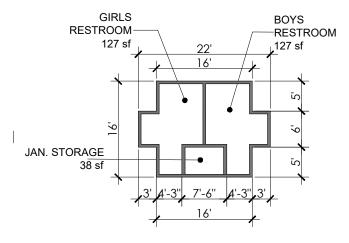
GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

BUILDING DIAGRAM

DATE: 09/11/23 NOT TO SCALE



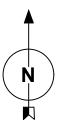


UPPER RESTROOMS

TOTAL AREA = 292sf

LOWER RESTROOMS

TOTAL AREA = 292sf



TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

16661 Old Mill Road Nevada City, CA 95959

GRIZZLY HILL SCHOOL

16661 Old Mill Road Nevada City, CA 95959

BUILDING DIAGRAM

DATE: 09/13/23 NOT TO SCALE

Appendix B

Grizzly Hill School School Facility Utilization Summary

District: Twin Ridges Elementary School District

Grizzly Hill School

Address: 16661 Old Mill Road, Nevada City, CA 95959

County: **Nevada County**

School:

School Type: Elementary School

Grade Level: K-8

Inventory Date: **8/15/2023**

Prepared by: Gerald Hughes



	FACILITY UTILIZATION SUMMARY										
	Facility		DIVISION OF THE	STATE ARCHITECT	•		FACILITY INF	ORMATION			
Building		Original C	onstruction	Modern	ization	Date Eligible for	Permanent	Portable			
I.D.	Building Name	DSA DSA		DSA DSA		Mod'n	Avec (cf)	Area (ef)			
1.0.		Number	Date	Number	Date		Area (sf)	Area (sf)			
	Upper Classrooms	44584	1/27/1983			2009	3,957				
	Lower Classrooms	44584	1/27/1983			2009	2,939				
	Library Building	44584	1/27/1983			2009	1,853				
	Administration Building	44584	1/27/1983			2009	1,183				
	Gymnasium/Multi-purpose	44584	1/27/1983			2009	2,988				
	Maintenance Shed	Not DSA					1,300				
	Facility Totals:						14,220	-			

District: Twin Ridges Elementary School District School Type: Elementary School Inventory Date: 8/15/2023
School: Grizzly Hill Elementary School Grade Level: K-8 Prepared by: Gerald Hughes

School	: Grizzly	Grade Level: K-8				8	Prepared by:								
FACILITY UTILIZATION			DIVISION OF THE STATE ARCHITECT				Date	FACILITY INFORMAT		ON	STATE C		CAPACITY		
Area			Original Construction		Modernization		Eligible for	Permanent	Portable	Grade	Per	manent	Po	rtable	
I.D.	Bldg/Room Name	Current CDE Use	DSA	DSA	DSA	DSA	Mod'n	Area (sf)	Area (sf)	Level	CR	LOAD	CR	LOAD	
1.5.			Number	Date	Number	Date	1010411	Area (31)	Area (31)	Level	CIN	LOAD	CIN	LOAD	
	Upper Classrooms														
1	Classoom #1	Classroom	44584	1/27/1983			2009	970		K-8	1	25			
2	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	20							
3	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	15							
4	Classoom #2	Classroom	44584	1/27/1983			2009	939		K-8	1	25			
5	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	21							
6	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	14							
7	Classoom #3	Classroom	44584	1/27/1983			2009	938		K-8	1	25			
8	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	21							
9	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	14							
10	Classoom #4	Classroom	44584	1/27/1983			2009	970		K-8	1	25			
11	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	20							
12	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	15							
					Upper Cla	ssrooms - Buile	ding Total:	3,957	-		4	100	0	0	
	Lower Classrooms														
1	Classoom #9	Classroom	44584	1/27/1983			2009	955		K-8	1	25			
2	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	21							
3	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	17							
4	Classoom #8	Classroom	44584	1/27/1983			2009	936		K-8	1	25			
5	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	21							
6	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	18							
7	Classoom #7	Classroom	44584	1/27/1983			2009	932		K-8	1	25			
8	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	21							
9	Teacher's Closet	Storage/Cust/Mech	44584	1/27/1983			2009	18							
10	Toilet	Toilet	44584	1/27/1983			2009	18							
					Lower Cla	ssrooms - Buile	ding Total:	2,957	-		3	75	0	0	
	Library Building														
1	Room #6/Library	Library	44584	1/27/1983			2009	776							
2	Storage/Workspace	Storage/Cust/Mech	44584	1/27/1983			2009	31							
3	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	13				1			
4	Storage Closet	Storage/Cust/Mech	44584	1/27/1983			2009	24							
5	Room #5A	Small Group Room	44584	1/27/1983			2009	484				1			
5	Room #5B	Small Group Room	44584	1/27/1983			2009	484				1			
6	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	20							
7	Furnace	Storage/Cust/Mech	44584	1/27/1983			2009	21			1				
				, ,====	Library	Building - Build		1,853			0	0	0	0	
					,			1,000			U			,	

District: Twin Ridges Elementary School District School Type: Elementary School Inventory Date: 8/15/2023
School: Grizzly Hill Elementary School Grade Level: K-8 Prepared by: Gerald Hughes

SCHOOL: Grizzly Hill Elementary School			Grade Level: K-8					= 4 01: :=	ared by:	STATE CAPACITY					
	FACILITY UTILIZATION			DIVISION OF THE STATE ARCHITECT						NFORMATION					
Area			Original Construction		Modernization		Date Eligible for	Permanent	Portable	Grade	Per	manent	Po	rtable	
I.D.	Bldg/Room Name	Current CDE Use	DSA	DSA	DSA	DSA	Mod'n	Area (sf)	Area (sf)	Level	CR	LOAD	CR	LOAD	
			Number	Date	Number	Date		` ,	. ,						
	Administration Bui	lding													
1	Secretary	Office	44584	1/27/1983			2009	187							
2	Work Room	Office	44584	1/27/1983			2009	140							
3	Teach/Conf.	Office	44584	1/27/1983			2009	234							
4	Store/Mech	Storage/Cust/Mech	44584	1/27/1983			2009	22							
5	Restroom	Toilet	44584	1/27/1983			2009	61							
6	Office	Office	44584	1/27/1983			2009	128							
7	File Room	Office	44584	1/27/1983			2009	98							
8	Office	Office	44584	1/27/1983			2009	167							
9	Office	Office	44584	1/27/1983			2009	146							
				Adı	ministration	Building - Build	ding Total:	1,183	-		0	0	0	0	
	Upper Toilet Room	Building													
1	Boys Restoom	Toilet	44584	1/27/1983			2009	127							
2	Girls Restroom	Toilet	44584	1/27/1983			2009	127							
3	Janitor/Storage	Storage/Cust/Mech	44584	1/27/1983			2009	38							
	-				Toilet Room	Building - Build	ding Total:	292	•		0	0	0	0	
	Lower Toilet Room	Building		• •											
1	Boys Restoom	Toilet	44584	1/27/1983			2009	127					\Box		
	Girls Restroom	Toilet	44584	1/27/1983			2009	127							
	Janitor/Storage	Storage/Cust/Mech	44584	1/27/1983			2009	38							
	,				Toilet Room	Building - Build		292			0	0	0	0	
	Gymnasium / Mult	i-nurnose		20110.	TOILCE HOOM	Danaing Dan	amg rotum	252			H		—		
	Gymnasium / Multi-	l-pui pose													
1	purpose	Multi-Purpose/Kitchen	44584	1/27/1983			2009	2,560							
2	Kitchen	Multi-Purpose/Kitchen	44584	1/27/1983			2009	240							
3	Storage	Storage/Cust/Mech	44584	1/27/1983			2009	140							
4	Janitor	Storage/Cust/Mech	44584	1/27/1983			2009	48							
				Gymnas	ium / Multi-	purpose - Build	ding Total:	2,988	-		0	0	0	0	
	Maintenance Build	ing													
1	Storage	Other (Not CDE)		No	t DSA Approv	ved	•	1,300							
				N	Naintenance	Building - Build	ding Total:	1,300	-		0	0	0	0	

Facility Utilization Page 3 of 4 pages.

30110011	9=	=:::::::::::::::::::::::::::::::::			Grade Leven		~			u. cu				
	FACILITY UTILIZA	DIVISION OF THE STATE ARCHITECT				Data	FACILITY	FACILITY INFORMATION			STATE C	ITY		
Avec			Original C	onstruction	Moder	nization	Date	Permanent	Portable	Cuada	Peri	manent	Po	rtable
Area I.D.	Bldg/Room Name	Current CDE Use	DSA	DSA	DSA	DSA	Eligible for Mod'n	Area (sf)	Area (sf)	Grade Level	CR	LOAD	CR	LOAD
1.0.			Number	Date	Number	Date	IVIOU II	Area (SI)	Area (SI)	Level	C	LUAD	C	LUAD
			Grizz	ly Hill Eleme	ntary School -	Site Total:	14,822	-		7	175	0	0	

	Current Facility Capac	ity (Teaching Stations)		
Current Capacity	CR	Area (sf)	LOAD **	90% of OPSC Recommend
Permanent Classroom	7	6,640	175	157
Portable Classroom	0	-	0	0
Total Classroom	7	6,640	175	157

^{**} Based on OPSC loading for K-8 at 25 pupils per Classroom.

Current Facility Usage vs. CDE Recommended										
CDE Use	CDE Area Allocation per Pupil (SF)	CDE Recommend	Actual Use	Percent CDE Recommend						
Classroom	32	5,600	6,640	118.57%						
Small Group Room	2.5	438	968	221.26%						
Library	2.5	438	776	177.37%						
Multi-Purpose/Kitchen	7	1,225	2,800	228.57%						
Office	3	525	1,100	209.52%						
Corridor	6	1,050	-	0.00%						
Toilet	3	525	587	111.81%						
Storage/Cust/Mech	3	525	651	124.00%						
Other (Not CDE)	n/a	n/a	n/a	n/a						
Building Totals	59	10,325	13,522	130.96%						

Note: 1,300 sf of "Other (Not Under CDE Program)" spaces are not included in the Facility Usage chart above.

Appendix C

Twin Ridges Elementary School District Division of the State Architect Records

Twin Ridges Elementary School District

Please select the Project you want to review.

Please click here for Project Closing Status.

	DSA Appld	PTN (as reported to DSA)	Project Name
Select	02 112081	66415-3	Grizzly Hill Elementary School (twin Ridges School District)
Select	02 110075	66415-1	Grizzly Hill School (twin Ridges E.s.d.)
Select	02 111517	66415-2	Washington School (twin Ridgers Elementary School District)

Pre-Tracker Projects for File Number 29-34

App Number	Project Name	Received Date	Stamped Date	Close Date	Close Letter Type
62386	GRIZZLY HILL ELEMENTARY	9/6/1994	1/24/1995	10/26/1995	3
58210	OAK TREE	6/17/1992	6/22/1992	10/12/1995	1
54435	GRIZZLY HILL ELEM	6/29/1990			
54438	WASHINGTON ELEM	6/29/1990	1/29/1991	9/6/1995	3
46808	*MALAKOFF ELEM	8/22/1985		5/15/1993	3

SCHOOL PROJ SSS 128-1 (R 3/86)	ECISUMM	ARY	a	1g	Nevada			FILE 29-3	34 S4435
PROJECT NAME			ADDRESS	 				CONS.	MECON.
GRIZZLY HILL	ELEM 16	5661 Old Mill Rd.,	Nevada City, CA	95959				X	
								ALTERATIO	ONS ADDITIONS
Twin Ridges E	lem. S.D.	- P. O. Box 529,	<u>North San Juan,</u>	CA 9596	0				
DOICEMASS MOREOLES HE TRA	B AFFEICH HOM								
ESTIMATED COST		SSS FILING FEE	ACS FILING	FEE	SSS FEE SCH.	ACTUAL COST			R FEE PAID DATE
\$ 134,848.00		\$ 943.94	\$ 67.4		11	S		\$55 \$	1 4 -
Bruce Boyd -	Arch - Ne	vada City		ALTERNAT		<u> </u>		ACS \$	
ARCHITECT		STRUCTURAL ENGINE	ER	MECHANIC	AL ENGINEER		ELECTRICA	L ENGINEER	
ADDRESS		ADDRESS		ADDRESS			ADDRESS		
ALTERNATES							L <u>_</u>	 _	<u> </u>
							,		
REC'D: 4/16	/90	4/16/90	4/16/90		4/16/9	${f r}$	4/16/90	5	SOIL/GFA-REPORT
CHECKED (SSS)	START 7-30-	FINISH (ACS)	START FINISH	(SFM)	START FI	MARKET BRIDE	W BY STAR	7 FINISH	-10 8-27-90
B'CHECKED (SSS)	V 7-30-	90 8-2-90 STAMPED	(ACS)	Wood	STAMPED	1-3-10 12	(SPM)	2070 8 8-	STAMPED
APPL. DATE APPROVED:		TYPE OF APPROVAL			REVISIONS RE	CEIVED	REVISIONS STA	MPED	APPROVAL EXTENDED
CONTRACTOR	<u> </u>			T	ī.		WORK STAF	₹₹	
ADDRESS							CONTRACT	AMOUNT	
INSPECTOR				INSPECTOR	Project	roid a	en Title	24 3-	-13-92.
INSPECTOR				INSPECTOR	# 283.	roid p	d.		
VERIFIED	GEN. SUP.						<u> </u>		
REPORTS	ARCHITECT								
LEGEND	S. ENG.								
LLGENS	M. ENG IN	SP.			<u> </u>				
ENTRIES IN:	E. ENG. — INS	SP.							
RED - FINAL DARK - PERIODICS PENCIL - REQUESTS	CONT.								
INK - RECEIPTS	INSP.								
	SPECIAL INSP.								
TESTING AND INSPECTION AF	FIDAVITS								
NOTICE OF COMPLETION	FINA	L APRVL RECM FORWARDED TO HOS	BY ISSUED			TYPE OF APPROVAL	·		
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	 =		DEFERRED APPROVAL IT	EMS				TYPE OF CONST	TRUCTION			ADDENDA AN	ND CHANGE ORDERS	
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								FRAME				<u> </u>		
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			 					ROOF						
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	_				_			SEISMIC LOAD - BASE SHEAR						
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QUARTERS BY SULLAND 12-1-83 Sty Weld Betch Plant W/Master in LATIONS

Ph. Domes 3-1-89 7-8

Full Sumbal 55 PSP

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_									5-25-84		
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			ļ		 ·		psf	CO. # 18	1-8-05-		
			 			WIND LOAD		CO. #19	7-22 81		
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SCHOOL PRO.	IECT CLIMMAD	· ·	/				·				STRUCTU	URAL SAFETY SECTIO
SSS 120-1 (R 3/85)	ECI SUMMAN		sd	COUNTY	· N	evada			29-3	34	62386	
PROJECT NAME	-			ADDRESS	•					CONS.	-	RECON.
GRIZZLY HILL	ELEMENTARY -	North Colum	bia, CA 95	960						Х		<u>.</u>
SCHOOL DISTRICT/OW	NER NAME			MAILING ADDRE	55				95960	ALTERATIO	ONS	ADDITIONS
Twin Ridges E	lementary Sch	. Dist 1	8847 Oak Tr	ee Rd., Nev	<u>ada Ci</u>	ty; P.O.	Box 529,No	. San	Juan, CA	<u> </u>		
Construction	- of treel	Tank					(DEV. wh	عد 102	ree d) 5-15-95			
ESTIMATED COST		SSS FILING FI	EE	ACS FILING FEE		SSS FEE SCH.	ACTUAL COST		5-15-95		R FEE PAID	DATE
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ADDRESS	-	ADDRES5			ADDRESS				ADDRESS			
ALTERNATES		<u> </u>			<u> </u>							
MATERIAL APPLIC		WARRANT		RAWINGS		SPECIFICATIO	ons .	CAL	ULATIONS		SOIL/GEO	LHEPORT
CHECKED (855)		9-6-94		9-6-94 Finish	(SFM)	START P		IEM DA	START	FINISH	RET	FOR CORRECTION
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INSPECTOR					INSPECTOR	1			<u> </u>			
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VERIFIED	GEN. SUP.										_	
REPORTS	ARCHITECT		/X									
LEGEND	S. ENG.					_						
CEGEND	M. ENG. — INSP.											
ENTRIES IN:	E. ENG. — INSP.		_									
RED - FINAL DARK - PERIODICS PENCIL - REQUESTS	CONT.		(X.)								
INK - RECEIPTS	INSP.		X	<u> </u>					·		•	
	SPECIAL INSP.											
TESTING AND INSPECTION A	FFIDAVITS	 		.	1	-				<u>*</u>		
NOTICE OF COMPLETION	FINAL API	RVL RECM FORWARDED	TO HQŠ Š Y	ISSUED		_	TYPE OF APPROV	'AL				
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Pre-Tracker Project Application

Origin Id App Number Office Vigit Increment 02 54435 02

Client Id OPSC Id Regular/OTC Type 29-34

School District

Project Name

Grade Level FIEM

GRIZZLY HILL ELEM

TWIN RIDGES

Estimate Cost Additional Cost Revision Cost Received Date \$134 848 00 \$134 848 00 6/29/1990

Application Notes 703726/512/10

Pre-Tracker Project Information

Origin Id App Number Status 02 54435 3

Project Name

GRIZZLY HILL ELEM % AC Check Complete

% AC Check Change 100

% Construction Complete

100

Return Date

Closed Date

Close Letter Type

% SS Check Complete 100

PC Start Date

PC Finish Date

% SS Check Change

Approval Date

Cancel/Void Date 3/1/1992

Stamp Date

% Construction Change

Project Notes

Application Summary

Client's Notes:

Office ID:		02	Application #:	110075	File #:29-2
Project Name:		Grizzly Hill School (twin Ridges E.s.d.)		
Project Scope	:	Construction of 1-S	olar Panel Post		
Address:		16661 Old Mill Roa	d		
City:		Nevada City	Zip:	95959	
PTN #:		66415-1	OPSC #:		
Project Type:		School (K-12)	# Of Incr:	0	
Project Class:		Class 3	Special Type:	NA	
Estimated Am	t:	\$12,800.00	Contracted Amt:	\$15,000.00	
Construction of Document Am	-	\$0.00	Final Project Cost	t: \$0.00	
Adj Est.Date#	1:		Adj Est.Amt#1:		
Adj Est.Date#2	2:		Adj Est.Amt#2:		
Received Date	e:	7/1/2008	Approved Date:	8/28/2008	
Approval Ext.	Date:		Closed Date:	8/27/2009	
	Incom	plete Submittal	Complete Submittal R	eceived Date:	
	SB 575				
	New C	ampus	Modernization		
			Auto Fire Detection	Sprinkler Sys	stem
	Require	d			
	Included	i In Plan			
	Require	d review services			
	Acces	s Compliance	Fire & Life Safety	HPS	
	Struct	ural Safety	Field Review	CGS Review	N
	Special	review type			
		S Reduction	Concurrent Review	w Incrementa	I Review
	Over t	he Counter			
	Energy I	Efficiency			
	The PI	an meet Title 24 Ene	ergy Requirements		
	Projec	t's new construction	n exceeds Title 24 by	%	
	Projec	t's modernization e	xceeds Title 24 by	%	
Climate Zone:		Project's Sq.fo	otage:	EPR Approved Date:	
HPI:		HPI Points:		HPI Hours:	
Energy Notes:	:				

Application Summary

Client's Notes:

Office ID:		02	Application #:		112081	File #:29-29
Project Name:		Grizzly Hill Eleme	ntary School (twin Ridge:	s School I	District)	
Project Scope		Photovoltaic Syste		Gymnas	ium Building - Re	assroom Building - Rooftop ooftop Photovoltaic System, 1-
Address:		16661 Old Mill Ro	ad			
City:		Nevada City	Zip:	9	95959	
PTN #:		66415-3	OPSC #:			
Project Type:		School (K-12)	# Of Incr:	()	
Project Class:		Class 2	Special Type:	į	NA	
Estimated Am	t:	\$230,699.00	Contracted Amt:	5	\$233,921.87	
Construction (Document Am		\$0.00	Final Project Cos	t: \$	00.00	
Adj Est.Date#1	l:		Adj Est.Amt#1:			
Adj Est.Date#2	2:		Adj Est.Amt#2:			
Received Date	:	7/15/2011	Approved Date:	4	1/16/2012	
Approval Ext.	Date:		Closed Date:	3	12/19/2012 1:46:	12 PM
	Incomp	lete Submittal	Complete Submitt	al Receiv	ved Date:	11/7/2011
	SB 575 New Ca	ampus	Modernization	1		
			Auto Fire Detec	tion		kler System
	Required Included					
		review services	Fire & Life Sa	fat.	нр	
		ral Safety	Field Review	icty		S Review
	Class.S	eview type Reduction e Counter	Concurrent R	eview	□Incr	remental Review
		fficiency in meet Title 24 E	nergy Requirements			
			on exceeds Title 24 by	0%		
	Project	's modernization	exceeds Title 24 by	0%		
Climate Zone:		0 Project's Sq.	ootage:	0	EPR Approve	ed Date:
HPI:		HPI Points:			HPI Hours:	
Energy Notes:						

dm office of the state architect structural safety section

SCHOOL PROJECT	SUMMARY				COUNTY			FILE	APPLICATION
585-3 (REV. 10-80)					Nev_	ada		29-29	45208
SCHOOL - NAME					ADDRESS			CONS.	RECON.
MALAKOFF ELE	MENTARY - N	. Bloomfi	eld/Grani <u>te</u>	<u>ville</u>	Rd. & Derbe	c Rd., Wash	ington, CA	X	
SCHOOL DISTRICT - NAME	Office of L	ocal Assis	stance - 10)25 P^S	treet; Sacr	amento, CA	95814	ALTERATIONS	ADDITIONS
(Washington	Elem. S.D.	 Washing 	ton, CA 95	<u> </u>				<u> </u>	<u> </u>
BUILDINGS INCLUDED IN THE			(~,	\					
ESTIMATED COST	to 2 0	1. Bldg	1 Tilse	PRESCH	EDULE	ACTUAL COST	1-11-1914	FURTHER PEE PA	MD DATE
\$ 85,000.00 GEN. SUP. CONST.		\$ 595.00		11	EDULE	\$16,00	00.00	\$ +	
Bruce K. Wes	t		•		ALTERNATE	•			
ARCHITECT		STRUCTURAL EN	SINEER		MECHANICAL ENGINES		Dougld C		
ADDRESS		ADDRESS			John C. Tu	гтеу	David C	nase	
Nevada City					Sacramento		Rocklin	<u> </u>	
ALTERNATES									
APPLICATION RECEIVED		SOIL/GEO, REPO		\	BACKCHECKED BY		REVISIONS REC	EIVED	-
8/5/83		B.S.	83 ((h 5/	<u> </u>	STAMPED	x fer	REVISIONS STA	MPRO	
8/5/83 PLANS RECEIVED		Torcker	8.5.83	8.5.83	8.2	<i>S</i> 183			
		PIRE AND PANIC	•		APPL. APP'D.	9-12-22	APPROVAL EXT	ENDED	
8/5/83 SPECIFICATIONS RECEIVED	 · · · · ·	REVIEW BY	TRATE	FINISH	TYPE OF APPROVAL	7-72-75	-		
8/5/83		RETURNED FOR		<u>5-33</u>	es es	n delign	el		
CALCULATIONS NECEIVED		NETONNED FOR	8-	5.83	leave.	load 6	(سر ه		
CONTRACTOR		10	+ 1	/	\		WORK START		
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INSPECTOR		-			INSPECTOR				
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REPORTS	ARCHITECT		10-19-83					_	
LEGEND	S. ENG.							<u> </u>	
	M. ENG. — INSP.								
ENTRIES IN: RED = FINAL	g. eng, insp,								
DARK = PERIODICS PENCIL = REQUESTS INK = RECEIPTS	CONT.		9-13-83						
MA - MECOLIE	INSP.		9-13-83	ار 🖈					
	SPECIAL INSP.					- 1			
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none									
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Origin Id

App Number 62386

Office Visit

Increment

02 Client Id 29-34

OPSC Id

Regular/OTC Type

REG

02

School District

TWIN RIDGES ELEMENTARY

Project Name

GRIZZLY HILL ELEMENTARY

Grade Level

FLEM

Estimate Cost \$10,432.00

Additional Cost

Revision Cost \$10,432.00

Received Date 9/6/1994

Application Notes

Files located at Sacramento Regional Office on AP Pretracker shelf 1/3/2020 KW

Pre-Tracker Project Information

Origin Id

02

100

App Number 62386

Status 3

100

Project Name

GRIZZLY HILL ELEMENTARY

% AC Check Complete

% Construction Complete

Return Date 9/27/1994 Closed Date 10/26/1995 **Project Notes** % Construction Change Stamp Date 1/24/1995

% AC Check Change

Close Letter Type

3

PC Start Date 9/14/1994 Approval Date 1/31/1995

% SS Check Complete

Cancel/Void Date

9/14/1994

% SS Check Change

PC Finish Date

SCHOOL PROJ	ECT SUMMAR	Y				Nevada	-		FILE 2929	APPLICATION 46808
9CHOOL·NAME (Mal #1 School	akoff School) Street - N/E	corner of D	erbec Rd		Bloomfie	eld Rd, Washin	gton, CA	95986	CONS.	RECON.
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SCHOOL PROJ	ECT SUMMARY			COUNTY		 ,			FILE		APPLICATION
555 120-1 (R 3/86)			1s	i	Nevad	la			29-	34	54438
PROJECT NAME	<u>=</u>		ADDRESS	<u>. </u>					CONS.		RECON.
WASHINGTON E	LEMENTARY SCHOOL	- 1 <u>School St.</u>	- Washington,	Ca. 95	5959				Ⅱ		
SCHOOL PISTRICT/OWN	NER NAME	· · · · · · · · · · · · · · · · · · ·	MAILING ADDRES	55		. .			ALTERATI	ons	ADDITIONS
Twin Ridges	<u> Elementary Schoo</u>	<u> 1 District - P.</u>	O. Box 529 - N	orth S	<u>San Juan, (</u>	Ca. 95960			X		
BUILDINGS INCLUDED IN THIS A) + Crations	S APPLICATION OT A CCD OOM / A DM T N	TOTELLE	INC								
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Bruce Boyd -	Arch Nevada	City		ALTERNAT	Ŀ				ACS \$	XXX	_
ARCHITECT	nren, novada	STRUCTURAL ENGINEER		MECHANIC	AL ENGINEER		_	ELECTRICAL ENGI	NEER		·
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ALTERNATES		 _		L					<u> </u>		
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	n 7-30-90 8-2-90			Voods	7-5-90 7-6	-90 Fre		8-27-90 8	<u> –27–90</u>	<u> 8–</u>	28-90
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APPL. DATE APPROVED:	2-27-91 Full	E OF APEROVAL 1-DAY -Snow Loa	d50#psf-ACS		REVISIONS RE	CEINED	REV	ISIONS STAMPED	•	APPROVA	L EXTENDED
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(OVER) CLOSING SCOPE: Alterations to Classroom/Admin Bldg. (Exclusive of work in Clarm \$3, Suspended Ceilings, FWAC System Upgrade, Exterior Work for Fire Alarm System Changes)

•			DEFERRED APPROVAL	TEMS				TYPE OF CONST	RUCTION		_	ADDENDA ANI	CHANGE ORDERS	
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SCHOOL PROJE	ECT SUMMAR	₹Y		COUNTY					FILE		APPLICATION
IBS 120-1 (R 3/86)			cb		Ne	evada			29	9-34	58210
ROJECT NAME			ADDRESS						CONS.		RECON.
AK TREE ELEMEN	VIARY SCHOOL	- 18847 Oak Tree	e Road. North San	Juan,	CA 95960)		- AFAZA	1	X	<u> </u>
•								95960	ALTERATI	ONS	ADDITIONS
NITH KINGS INCLUDED IN THIS		1001 District - P	.O. Box 529, 1884	/ Uak 1	ree Koad,	North Sar	ı Juar	ı, CA	<u> </u>		-
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uce Boyd - Ar	rcn., - Neva	IGA CITY STRUCTURAL ENGINEER		MECHANICA	L ENGINEER	. 		ELECTRICAL ENGI		XXx	
			. <u>.</u>						Dave Ch	<u>ase</u>	
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LTERIÁL APPLICA	TION	WARRANT	DRAWINGS	 ,	SPECIFICATION	DN 8	CALC	VLATIONS		SOIL/GEO	LEEPORT
ic's: 6-17	7-92	6-17-92	6-17-92		<u> </u>		j	6-17-9		<u> </u>	
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Doupnik Mfq.,	Inc. (per	change order)		Lindbecton					۱۱۲ ۲۰ (۲۰ <u>۲</u> ۰۰)	(C.O.)	
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DOUDNIK Mfq., DRESS RECTOR WERIFIED REPORTS LEGEND TRIES IN: ED-FINAL ARK - PERIODICS ENCIL - REQUESTS K - RECEIPTS	GEN. SUP. ARCHITECT S. ENG. M. ENG. — INSP. CONT. INSP. SPECIAL JUSP.	(Fal;)	9-15-93 9-22 9-15 9-22- 8/17/9	92 -92 -92	3/		b . F= <i>v</i>	S 1-57,000). (10 p	2	
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Origin Id App Number Office Visit Increment

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Regular/OTC Type Client Id OPSC Id

29-34

School District

TWIN RIDGES ELEMENTARY

Project Name *MALAKOFF FLEM

Grade Level FLEM

Estimate Cost Additional Cost Revision Cost Received Date \$373.878.00 \$373,878.00 8/22/1985

Application Notes

Files located at Sacramento Regional Office on AP Pre Tracker Shelf KW 12/23/19

Pre-Tracker Project Information

Origin Id App Number Status 02 46808 3

Project Name

*MALAKOFF ELEM

% AC Check Complete

100

% Construction Complete

100 Return Date

Closed Date 5/15/1993

% AC Check Change

% Construction Change

Stamp Date

Close Letter Type

3 **Project Notes**

1/29/1987

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Cancel/Void Date

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PC Finish Date

PC Start Date Approval Date

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02 Client Id 29-34

54438 OPSC Id

Regular/OTC Type

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02

School District TWIN RIDGES

Project Name

WASHINGTON FLEM

Grade Level FLEM

Estimate Cost \$52,380,00

Additional Cost

Revision Cost \$52,380,00

Received Date 6/29/1990

% SS Check Change

PC Finish Date

8/2/1990

Application Notes

File located in Sacramento Regional Office on AP Pre Tracker Shelf 1/2/2020 KW

Pre-Tracker Project Information

Origin Id 02

App Number 54438

Status 3

Project Name

WASHINGTON ELEM

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Return Date 8/28/1990 Closed Date 9/6/1995

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% Construction Change

Stamp Date 1/29/1991

Close Letter Type

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% SS Check Complete

100

PC Start Date 7/3/1990

Approval Date 2/27/1991

Cancel/Void Date

Project Notes

Origin Id

App Number

Office Visit

Increment

Client Id

OPSC Id

Regular/OTC Type OTC

School District

Project Name OAK TREE

Grade Level

Estimate Cost \$190,000.00

Revision Cost \$190,000.00

Status

3

Received Date 6/17/1992

Application Notes 0922399/616/105

Pre-Tracker Project Information

Origin Id

02

Project Name OAK TREE

% AC Check Complete 100

% Construction Complete

Return Date 6/22/1992 Closed Date 10/12/1995

Project Notes

App Number

Additional Cost

58210

% AC Check Change

% Construction Change

Stamp Date 6/22/1992 Close Letter Type

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100 PC Start Date 6/17/1992

Approval Date 8/10/1992 Cancel/Void Date % SS Check Change

PC Finish Date 6/22/1992

Application Summary

Client's Notes:

Office ID:		02	Applicatio	n #:	111517	File #:29-29
Project Name	:	Washington School	twin Ridgers Elementa	ary Schoo	ol District)	
Project Scope	e:	Construction of 1-Re	taining Wall			
Address:		1 School Street				
City:		Washington	Zip:		95986	
PTN #:		66415-2	OPSC #:			
Project Type:		School (K-12)	# Of Incr:		0	
Project Class	:	Class 3	Special Ty	pe:	NA	
Estimated Am	nt:	\$50,000.00	Contracted	d Amt:	\$0.00	
Construction Document An	() (-	\$0.00	Final Proje	ct Cost:	\$0.00	
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Adj Est.Date#	2:		Adj Est.An	nt#2:		
Received Date	e:	7/7/2010	Approved	Date:		
Approval Ext.	. Date:		Closed Da	te:		
	Incom	plete Submittal	Complete Submitt	al Receiv	ved Date:	7/26/2010
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Appendix D

Twin Ridges Elementary School District 2023 Capital Outlay Budget Projections

16661 Old Mill Road, Nevada City, Ca 95959



Twin Ridges Elementary School District Capital Outlay Budget Projections

Facilities Location		Budget
Grizzly Hill School	\$	13,058,080
Oak Tree School	\$	1,812,160
Total Facilities Budget	\$	14,870,240

	=				
Adjustments to Base Unit (
General Conditions	Percent				
Labor Productivity Cost Increase	24.00%				
G.C. Overhead and Profit	8.00%				
G.C. General Conditions	6.00%				
G.C. Bonds and Insurance	3.40%				
Construction Contingency	10.00%				
Geographic Index	8.00%				
General Conditions:	59.40%				

ubc	ontractor) Costs	
	Soft Costs	Percent
	Design & Engineering	12.00%
	Project Management	4.00%
	Testing and Inspections	1.20%
	Furniture and Equipment	0.00%
	Interim Housing Costs	0.00%
	Other	2.00%
	Soft Costs:	19.20%

General Notes

- (1) This analysis for Twin Ridges Elementary School District is based on a series of site surveys conducted during the month of July, 2023. The survey included visual inspection only. No destructive investigation or chemical analysis was conducted. Neither Structural, Mechanical, nor Electrical Engineers analysis were included in this survey. Testing for hazardous materials was not included in this survey.
- (2) This is a Preliminary Estimate compiled from information and sources believed to be accurate. By necessity, the estimate incorporates projections for escalation and future bid climate. The assumed bid climate is competitive bidding with 4-5 qualified bidders for the General Contractor and most trades.
- (3) This is an 'Order of Magnitude' Estimate for budgeting purposes only. Costs are based on general descriptions only. Construction Documents were not available for this estimate.
- (4) These estimated costs include BOTH 'hard costs' (costs specifically included in the construction contract) and "soft costs" (including Design and Engineering fees, plan check fees, testing and inspections, construction management fees, interim housing, utility connection fees, and other costs generally not included in the construction contract).





Prepared by: G. Hughes Date: 9/22/2023

Grizzly Hill	School	
Budget Sun	nmary	
ADA/FLS:	\$	1,795,000
Maintenance:	\$	982,000
Modernization/Renovation:	\$	3,364,000
New Construction / Addition:	\$	4,919,000
Furniture, Fixtures & Equipment:	\$	599,000
Site Contingency:	\$	1,399,080
	\$	13,058,080
Budget Cate	gories	

ADA/FLS: Items related to accessibility, fire alarm systems, and site safety.

Maintenance: Items related to repairs and maintenance of existing facilities and equipment.

Modernization/Renovation: Renovations to existing facilities (requires DSA approval).

New Construction / Addition: Construction of new facilities or additions to existing buildings (requires DSA approval).

Furniture, Fixtures & Equipment: additional items not typically included in construction costs.

Priority	Description	Line Item	Location/Site Running Total	
	ADA/FLS Projects			
	(A) New Vehicle Parking and Circulation: a.c. paving; Reconfigure existing drive and parking to include ADA parking, parent drop-off, bus drop-off, and ADA path of travel.	\$ 843,000	\$	843,000
	ADA path of travel to all buildings.	\$ 91,000	\$	934,000
	New ADA accessible drinking fountain/water bottle filler at Gymnasium.	\$ 8,000	\$	942,000
	Replace all door hardware and thresholds with ADA accessible, shelter-in-place compliant hardware.	\$ 89,000	\$	1,031,000
	ADA ramps to Upper Restrooms.	\$ 43,000	\$	1,074,000
	Make Upper and Lower Restrooms ADA compliant.	\$ 188,000	\$	1,262,000
	Add ADA compliant bollard/cage to exposed gas line/valve at walkway.	\$ 2,000	\$	1,264,000
	Standby Generator, 300Kw, propane.	\$ 334,000	\$	1,598,000
	800 Amp emergency generator hookup, manual transfer switch and 2,500 gallon propane tank (to provide emergency backup power to campus).	\$ 159,000	\$	1,757,000
	New campuswide public address system.	\$ 38,000	\$	1,795,000





Prepared by: G. Hughes

Date: 9/22/2023

	Grizzly Hill School		3/22/2023
Priority	Description	Line Item	ocation/Site unning Total
	Maintenance Projects		
	Address site drainage issues and flooding at buildings; include new landscaping and irrigation.	\$ 115,000	\$ 1,910,000
	Exterior paint all buildings; repair dry rot; protect exposed beams.	\$ 154,000	\$ 2,064,000
	Replace HVAC campuswide.	\$ 598,000	\$ 2,662,000
	(B) New soft surface at lower playground.	\$ 115,000	\$ 2,777,000
	Modernization/Renovation Projects		
	(C) Multi-media Center/Conference Room: at Library (include TV mounts with power and data at two locations).	\$ 73,000	\$ 2,850,000
	(L) New Security fencing and gates; include traffic gates.	\$ 481,000	\$ 3,331,000
	All Classrooms (replace casework and storage cabinets; paint interior; replace existing soffit lighting with dimmable LED lighting; tv mount with power and data; new white boards; new walk-off mats).	\$ 382,000	\$ 3,713,000
	Gymnasium (new lighting; new flooring; new retractable basketball hoops; new 12ft folding lunch tables).	\$ 1,262,000	\$ 4,975,000
	Administration Building: Reconfigure Secretary/Visitor's Area, Nurse's Room, Work Room, Principle's Office, Conference Room, Record Storage; New Staff Rest Room.	\$ 203,000	\$ 5,178,000
	(D) New artificial surface 1/8th mile (660 lf) track and 25,000 sf field.	\$ 963,000	\$ 6,141,000
	New Construction/Expansion Projects		
	(E) Kitchen Expansion Project: at Gymnasium/MP Building, replace existing Kitchen and temporary freezer unit with new 760 sf Kitchen (including walk-in refrigerator/freezer, stainless steel sinks, counters and shelves, stove and oven, ANSUL system, HVAC, dishwasher, staff toilet, office) and add 140 sf Storage. Remove existing exterior shipping container freezer and exterior refrigerator.	\$ 1,605,000	\$ 7,746,000
	(F) New T-K Complex: including 1,440 sf building and playground with covered area, ADA path of travel, fencing and gates; remove existing M&O Bldg; construct (J) new 1,440 SF M&O Bldg (office, garage, storage, and workshop) at new location.	\$ 2,918,000	\$ 10,664,000
	(G) New 960 sf Covered Area and lunch tables at Gymnasium/MP building.	\$ 249,000	\$ 10,913,000
	(H) New 740 sf Covered Area outside Upper Classrooms building.	\$ 147,000	\$ 11,060,000
	Furniture, Fixtures & Equipment		
	New Maintenance Vehicle (heavy duty 4WD).	\$ 94,000	\$ 11,154,000
	New snowblower.	\$ 56,000	\$ 11,210,000
	New desks and chairs all classrooms.	\$ 251,000	\$ 11,461,000
	New campuswide security cameras and CCTV.	\$ 150,000	\$ 11,611,000
	(K) New school sign with LED marquee for calendar and announcements.	\$ 48,000	\$ 11,659,000
	Subtotal:		\$ 11,659,000
	Design Contingency (12%)	\$ 1,399,080	\$ 13,058,080
	Total:		\$ 13,058,080



16661 Old Mill Road, Nevada City, Ca 95959

Prepared by: G. Hughes
Date: 9/22/2023

Oak Tree S	chool	
Budget Sum	nmary	
ADA/FLS:	\$	173,000
Maintenance:	\$	301,000
Modernization/Renovation:	\$	374,000
New Construction / Addition:	\$	737,000
Furniture, Fixtures & Equipment:	\$	33,000
Site Contingency:	\$	194,160
Site Total:	\$	1,812,160
Budget Cate	egories	

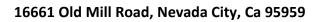
ADA/FLS: Items related to accessibility, fire alarm systems, and site safety.

Maintenance: Items related to repairs and maintenance of existing facilities and equipment.

Modernization/Renovation: Renovations to existing facilities (requires DSA approval).

New Construction / Addition: Construction of new facilities or additions to existing buildings (requires DSA approval).

Furniture, Fixtures & Equipment: additional items not typically included in construction costs.

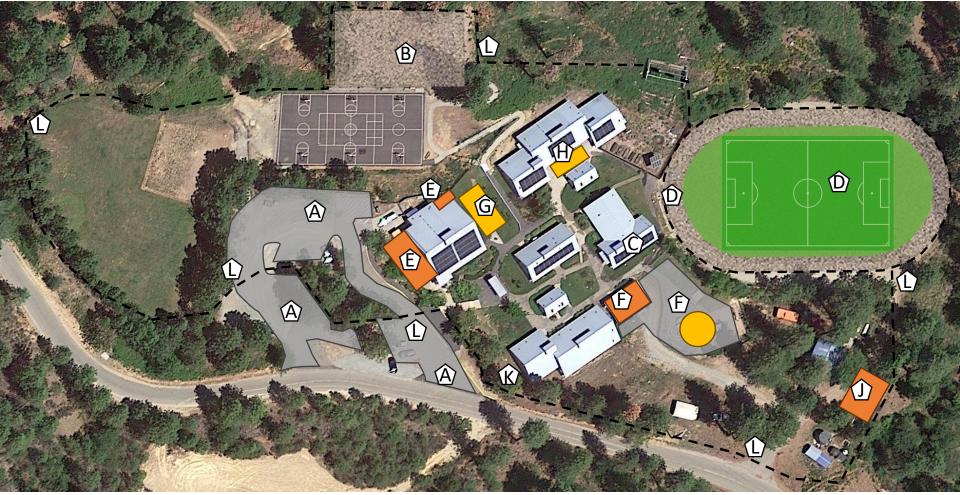




Prepared by: G. Hughes

Date: 9/22/2023

	Oak Tree School					
Priority	Description		Line Item	Location/Site Running Total		
	ADA/FLS Projects					
	Multipurpose Building: convert existing restrooms to ADA accessible.	\$	121,000	\$	121,000	
	(E) New ADA accessible path of travel from parking lot to accessible restrooms and preschool classrooms.	\$	52,000	\$	173,000	
	Maintenance Projects					
	Repair two toilet rooms and laundry room sewer.	\$	25,000	\$	198,000	
	(F) Log Cabin Classroom Modernization: (raise building to add 8" concrete curb; repair roof; add gutters and downspouts; replace windows; repair/refinish floor; new door, door frame and hardware; new HVAC).	\$	212,000	\$	410,000	
	Exterior repairs to Multi-purpose Building.	\$	44,000	\$	454,000	
	(G) New ADA accessible drinking fountain at Portable Building (18847 Oak Tree Road, previously Little Acorn Preschool).	\$	20,000	\$	474,000	
	Modernization/Renovation Projects					
	Remove refrigerator truck.	\$	8,000	\$	482,000	
	Kitchen Building: add new walk-in refrigerator/freezer; convert existing kitchen to warming/serving kitchen.	\$	145,000	\$	627,000	
	(H) New paved vehicle access, ADA parking, parent and bus drop-off.	\$	221,000	\$	848,000	
	New Construction/Expansion Projects					
	(A) New factory-built 480 sf Restroom Building.	\$	261,000	\$	1,109,000	
	(B) New cover at walkway (from Visitor Parking and Parent Drop-off to preschool classrooms.	\$	318,000	\$	1,427,000	
	(C) New 400 sf covered area at upper play area.	\$	79,000	\$	1,506,000	
	(D) New 400 sf covered area at lower play area.	\$	79,000	\$	1,585,000	
	Furniture, Fixtures & Equipment					
	(6) Picnic tables.	\$	33,000	\$	1,618,000	
		\$	-	\$	1,618,000	
	Subtotal:			\$	1,618,000	
	Design Contingency (12%)	\$	194,160	\$	1,812,160	
	Total:			\$	1,812,160	



Capital Outlay New Construction/Expansion Legend



Kitchen Expansion Project.



New 1,440 SF M&O Bldg.



New soft surface at lower playground.

New T-K Complex.

New school sign with LED marquee.



Multi-media Center/Conference Room.

New 960 sf Covered Area.



New Security fencing and gates.

New artificial surface track and soccer field.

New 740 sf Covered Area.

School Facilities Consultant:

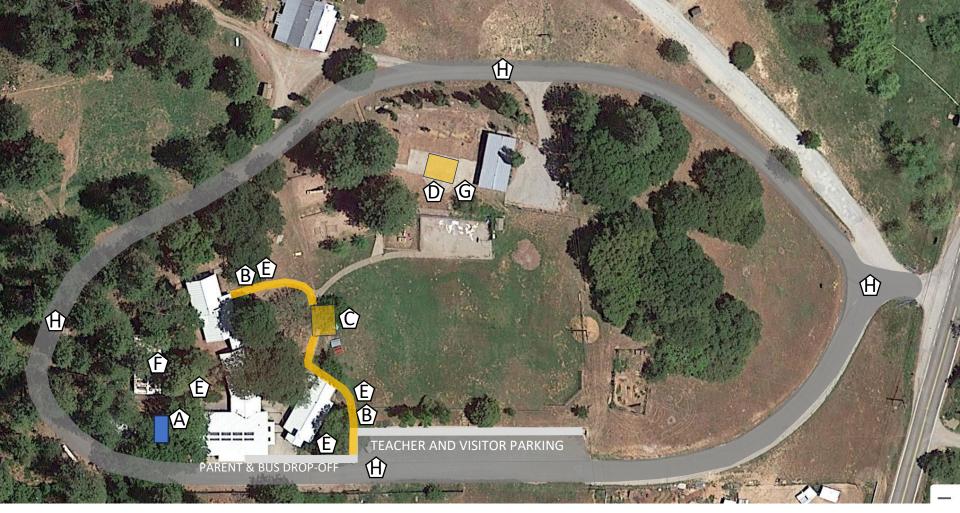
WIN RIDGES ELEMENTARY SCHOOL DISTRICT

16661 Old Mill Road Nevada City, CA 95959

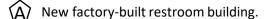
GRIZZLY HILL SCHOOL

PROJECT OVERVIEW

No Scale. 9/22/23 **P1**



Capital Outlay New Construction/Expansion Legend



(E) New ADA Path of travel.

(B) New covered walkway.

(F) Log Cabin Classroom Modernization.

New 400 sf covered area at upper play area.

New ADA accessible drinking fountain.

(n) New 400 sf covered area at lower play area.

New paved vehicle access, parking and drop-off.



TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

16661 Old Mill Road Nevada City, CA 95959

OAK TREE SCHOOL

PROJECT OVERVIEW

No Scale. 9/22/2023

P1

TWIN RIDGES
ELEMENTARY
SCHOOL
DISTRICT

SCHOOL FACILITY CONSTRUCTION GRANTS



STATUS OF STATE GRANTS & INITIAL PROCESS

CA Preschool, Transitional Kindergarten & Full-Day Kindergarten Facilities Grant Program



\$2.474 Million State Grant Awarded 9.27.23 \$0.825 Million District Match Required \$3.3 Million Total Available to Project Application requested construction of 1 new preschool, 1 new TK, and 1 new kindergarten classroom



State will release \$479k for design efforts around October/November 2023 District match is \$160k



State-Imposed Deadlines: DUE 3.27.25*

- 1) Project plans must be approved by CDE & DSA
- 2) District must certify match deposited or expended
- 3) Agreement for construction of at least 90% of project scope must be under contract*

DUE 9.27.26

1) Project must be completed

^{*} The SAB adopted revisions to the program rules to extend the deadline for fund release from 12 to 18 months. These revisions are subject to the approval of the regulations by the Office of Administrative Law.

STATUS OF STATE GRANTS & INITIAL PROCESS (CONT.)

Modernization Program



Eligibility under program

GRIZZLY HILL is eligible for state grant of \$750K to \$1.0M District match of \$495K to \$700K required if district doesn't qualify for financial hardship (FH) grant where state provides up to 100% of required match.

OAK TREE (if reopened for TK-8 use &/or Sped Ed) is eligible for state grant of \$205K to \$270K

District match of \$136K to \$180K required if district doesn't qualify for FH



Apply for Design Grants

- Design grant estimated at \$150K
- State likely won't approve design grant until 2026 unless Assembly version of statewide general obligation bond bill passes which changes processing timeline to 120 days upon receipt.



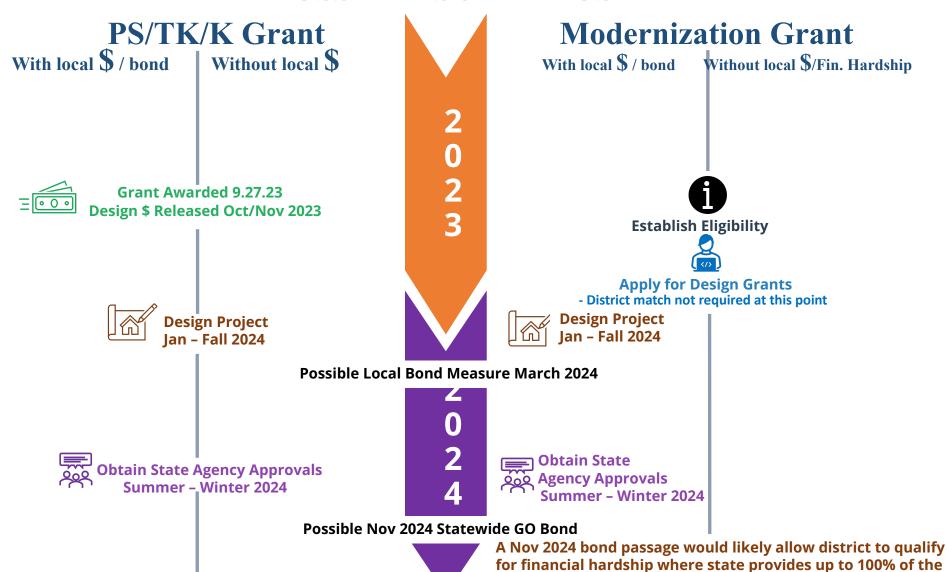
Project Planning & Approvals

- Plans must be approved by CDE & DSA



Apply for Construction Grants after State Agency Approvals

GRANT TIMELINES & REQUIREMENTS POSSIBLE SCENARIOS



required district match

GRANT TIMELINES & REQUIREMENTS POSSIBLE SCENARIOS

PS/TK/K Grant

With local \$ / bond



Fund Release Due 3.27.25



- District must have match - CDE plan approval reqd



- Construction contract 90%



Report Final Expenditures 9.27.26 (no later than 18 months from fund release)

Without local \$



District halts project by 3.27.25

(State would reduce project to costs incurred. 25% of expenditures is district \$)

0

Modernization Grant

With local \$ / bond

Without local \$/Fin. Hardship



Apply for Construction Grants

- District match not required - CDE plan approval regd - DSA approval regd



Bid Process



6



State Funds Design Grant (Likely worst case)

Applications reviewed in date order. Wait time is currently 3-4 years from submittal

GRANT TIMELINES & REQUIREMENTS POSSIBLE SCENARIOS

PS/TK/K Grant

With local \$ / bond | Without local \$



With local \$ / bond

Without local \$/Fin. Hardship



Design Project Jan - Fall 2027



Project Audit by

Independent audit required within 1 year of submittal of final 100% expenditure report



Obtain State Agency Approvals
Summer - Winter 2027



Apply for Construction Grants (Winter '27-'28)

- District match not required
- CDE plan approval reqd
- DSA approval regd



State Funds Construction Grant (Likely worst case) Applications reviewed in date order. Wait time is currently 3-4 years from submittal



Report Final Expenditures (no later than 12 months from fund release)



GRANT TIMELINES & REQUIREMENTS

POSSIBLE SCENARIOS PS/TK/K Grant With local \$ / bond | Without local \$ **Project Audit**

Modernization Grant

With local \$ / bond

Without local \$/Fin. Hardship

Independent audit required within 1 year of submittal of final 100% expenditure report



State Funds Construction Grant (Likely worst case 2031) Applications reviewed in date order. Wait time is currently 3-4 years from submittal



Bid Process 2031



Construction Phase 2031



Report Final Expenditures



Project Audit

Summary of Bond Counsel Bids, September 2023 Twin Ridges Elementary School District

<u>Firm</u>	Primary Contact	Pre-Election*	Bond Counsel	 sclosure ounsel**	Estimated Total***						Other Notes
Dannis Woliver Kelley 444 West Ocean Boulevard, Suite 1750 Long Beach, CA 90802	Meredith B. Johnson, Shareholder (562) 366-8500 mjohnson@dwkesq.com	TBD hrs. @ varying rates in standard contracts with other districts	\$ 25,000	\$ 20,000	•	45,000 us TBD hrs. re-election)	(1) Considerable experience with Eastshore				
Jones Hall 475 Sansome Street, Suite 1700 San Francisco, CA 94111	Katie J. Dobson, Esq., Shareholder (415) 391-5780 kdobson@joneshall.com	\$ 2,500	\$ 22,500	\$ 15,000	\$	40,000	(1) Considerable experience with Eastshore; (2) among largest school district bond counsel firms in CA; (3) only recent bond counsel for Nevada Co. school districts				
Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814	Daniel Maruccia, Attorney at Law (916) 329-7433 DMaruccia@lozanosmith.com	TBD hrs. @ rates from existing contract with District	\$ 30,000	\$ 20,000		50,000 us TBD hrs. re-election)	(1) Considerable experience with Eastshore; (2) recent experience with District on other legal matters				
Orrick, Herrington & Sutcliffe LLP 405 Howard Street San Francisco, CA 94105	Eugene Clark-Herrera (415) 773-5911 ech@orrick.com	\$	25,000	\$ 10,000	\$	35,000	(1) Considerable experience with Eastshore;(2) among largest bond counsel firms nationally,(3) low bid				

* Pre-Election fees are related to preparation of the resolution calling the election and associated required actions.

*** Disclosure counsel fees are related to the preparation of the bond offering and marketing documentation

*** Total fees for pre-election, bond and disclosure counsel services, assuming a single series of bonds

**** As far as potential expenses are concerned, not-to-exceed amounts range from \$500 to \$2,500 and can be found in each bia





PROPOSAL FOR BOND COUNSEL SERVICES

Twin Ridges Elementary School District September 21, 2023

Meredith B. Johnson Attorney Long Beach Office (562) 366-8500 mjohnson@dwkesq.com

SAN FRANCISCO
LONG BEACH
SAN DIEGO
CHICO
SACRAMENTO
BERKELEY
FRESNO



ABOUT THE FIRM

Attorneys at Law

Dannis Woliver Kelley (DWK) is a full-service education law firm focused entirely on serving the legal representation needs of California public school districts, county offices of education, community colleges and other educational organizations. Established in 1976, we were the first California law firm to devote its practice to governing boards, public schools and education. With more than 45 attorneys and 7 offices across the state, DWK is one of the largest women-owned law firms in the country.

DWK has acted as Bond and Disclosure Counsel for K-12 school districts in California in a vast array of securities offerings. While this practice originally began with a few financings for existing general counsel clients each year, over time DWK has grown and refined what has become a highly regarded, standalone Public Finance Practice within our education law firm to support both the needs of existing firm clients and school districts seeking only these specialty bond finance services.

Unlike traditional bond counsel firms, we view a capital financing as a means to helping clients achieve their facilities goals, rather than an end in itself, as evidenced by our involvement and experience in public finance matters outside the scope of a bond financing. DWK's unique combination of election law, school law, school construction, and public finance practice enables us to help a district plan a financing in a way that will be most responsive to its actual construction needs and the desires of the taxpayers for accountability. This experience also helps us identify potential issues missed by other municipal finance firms and to resolve such issues before they become difficult problems. We also can craft solutions to address a district's unique needs if they pertain to real estate, funding or construction. Other bond firms call DWK routinely for advice concerning the impact of school district reorganization, state funding, school closure, ground leasing, energy projects, charter schools, and the like, on a planned general obligation bond issuance. We believe that having this knowledge in house makes us better public finance attorneys.



» Public Finance



Description of Experience

DWK advises clients on general obligation bond issuances and elections, bond re-financings, certificates of participation, bond anticipation notes, tax and revenue anticipation notes, tax credit bonds, as well as on using school facilities improvement districts, community facilities districts and parcel taxes to finance facilities. When desired, we advise clients on obtaining state funding for school sites and capital projects, and have achieved major court victories protecting our clients' rights to collect developer fees.

Other districts that we currently represent as Bond Counsel in neighboring communities to the District include Durham Unified School District, Paradise Unified School District, Hamilton Unified School District, Corning Union Elementary School District and Placer Union High School District.

Since the passage of Proposition 39 in 2000, DWK has been actively involved in developing policies and advising school districts about bond oversight committees and bond performance and financial audit requirements. We have been at the forefront of interpreting some of the complex issues related to bond oversight committees, including the scope of their duties, compliance with public meeting and conflict of interest laws, and their relationship, both legal and practical, to school districts.

We also assist our clients in determining the appropriate use of bond funds as the district moves through the construction process. On behalf of the San Jose Unified School District, our firm obtained an opinion of the California Attorney General on the legality of using Proposition 39 bond proceeds to pay salaries of school district employees who work on bond projects. This critical Attorney General opinion ultimately was codified in decisional law (see *San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District* (2006) 139 Cal.App.4th 1356).

Distinguishing Features of DWK's Bond Practice

- DWK's team of finance experts has represented school districts of every size and style and on a wide range of financing types. We know that one approach does not fit all school districts and school boards. Our clients are in the driver's seat, and we let them tell us what they need, rather than the other way around.
- We are large enough to provide the depth necessary to support sophisticated issuers, but not so large that our client's individual needs get lost in the high-volume practice typical of large

municipal finance firms. We pride ourselves on taking the time needed to be responsive to every client's individual concerns and questions.

- We are a "one-stop shop" that eliminates the need for multiple law firms to evaluate education law questions that can arise during a financing. For example, if you need advice on the use of bond funds to support a charter school, we can provide that advice to you without additional research, expense or time.
- Our primary business focus is on the full-service representation of K-12 public school districts, of which one practice specialty is the issuance of municipal bonds. We see a bond issuance as a means to help a school district accomplish its larger facilities and program objectives, rather than as an end in itself. We don't abandon the district when the bond issuance has closed.
- Ethics and integrity are cornerstones of our practice. We have harnessed this expertise into our Board Ethics, Transparency and Accountability practice, and it infuses our approach to bond finance transactions and advice. We want school boards to feel comfortable in their understanding of bond finance and confident that what they are doing is lawful, practical and in the public interest.

TRAINING AND IN-SERVING

- Engaging Community to Pass a Local Bond
- Key Legal Aspects of Bond Measures: From Election to Issuance
- Parcel Taxes: Are They Right for Your District?
- The Importance of Ethics in Bond Financing Transactions
- The Role of the Citizen's Oversight Committee
- Planning and Financing Your Future Construction Program

MEREDITH B. **JOHNSON**

SHAREHOLDER LONG BEACH



TEL: 562.366.8500



FAX: 562.366.8505



mjohnson@dwkesq.com



dwkesq.com/attorneys/meredith-b-johnson

ADMISSIONS

MEMBERSHIP

- . National Association of Bond Lawyers
- . Women in Public Finance

EDUCATION

- University of California, Hastings College of Law (J.D.)
 State Bar of California
- · University of California, Berkeley (B.A.)

ABOUT MEREDITH

Meredith B. Johnson is a Shareholder in DWK's Long Beach office. She is a member of the firm's Business, Property and Finance Practice Groups. Meredith is a bond attorney who focuses her practice exclusively on financing and refinancing of educational facilities for school districts. She has extensive experience serving as bond counsel, disclosure counsel and underwriter's counsel on both long-term and short-term financings including general obligation bonds, certificates of participation, bond anticipation notes and tax and revenue anticipation notes. Meredith also has significant experience counseling clients in formation of Mello-Roos community facilities districts and the issuance of special tax bonds.

PRACTICE AREAS: Business and Property; Public Finance



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Project Overview

During the call and conduct of a general obligation bond election, our bond counsel services would encompass the following activities:

- Assistance with voter polling and election planning and research in advance of calling an election;
- Preparation of a timetable setting forth the actions required to accomplish the election, and coordination with the County election officials to ensure that the necessary legal requirements are satisfied;
- Coordination with finance team and preparation of Governing Board resolutions required to call the election, including assistance with the drafting of the ballot proposition and ancillary materials;
- Assistance with the preparation of the tax rate statement and the County Counsel's independent analysis required for distribution to voters;
- Consultation with the District and its staff, the County and its staff, and the District's financial consultant(s) concerning campaign law restrictions and requirements, including review of all District communications, flyers, mailers, postings and planned activities for compliance with legal requirements;
- Assistance in replying to legal questions from school sites, community members, committees, municipalities and similar organizations regarding the ballot measure and legality of District activities during the election period (excluding however, any legal assistance or representation of a campaign committee or other advocacy organization);
- Advice regarding the initial formation and creation of a Bond Oversight Committee and assistance in establishing policies to recruit, form and manage the committee.

Subsequent to a successful bond election, our services when engaged as bond counsel in connection with a bond financing will include:

- 1. Consultation with the District and its staff and counsel, County officials, and the District's financial advisor and, as applicable, underwriter, concerning the bonds and the timing, terms and structure of the offering thereof and preparation of a reimbursement resolution, if needed.
- 2. Preparation of the proceedings for the authorization and issuance of the bonds or notes, including the resolution of the District Governing Board setting forth the terms and conditions of the bonds and their form, date, denominations and maturity (if necessary); preparation of the proceedings for the sale of the bonds by competitive sale (if applicable) or negotiated sale (including the Bond Purchase Agreement); preparation of any required County resolutions; and preparation of agreements as needed with Paying Agents, Dissemination Agents or other consultants as required.
- 3. As Disclosure Counsel, preparation of the preliminary and final Official Statement, the Continuing Disclosure Agreement and disclosure opinion; and assist the District in meeting its due diligence obligations for issuance of the preliminary and final Official Statements.

- 4. Assistance in preparation of agendas and Governing Board documents related to bond issuance approval; attendance at meetings with the District Governing Board and with the District's financial advisor and other consultants regarding the issuance and sale of the bonds; and review of rating agency presentations and materials and attendance at rating agency presentations as desired.
- 5. Tax due diligence, including review of bond structure and expenditure plans and preparation of a tax exemption certificate and 8038-G information return for filing with the Internal Revenue Service.
- 6. Examination of proofs of the bonds, preparation of all final closing papers, organization and conducting of the bond closing, and rendering a final legal opinion at the time of delivery of and receipt of payment for the bonds.

Fees

We propose the following Bond Counsel and Disclosure Counsel fees and expenses:

i. Pre-Election Services for General Obligation Bond Measure

a. Fees for Pre-Election Services will be charged on an hourly basis at the rate of \$195-265 per hour for associates; \$245-300 per hour for Special Counsel and Of Counsel attorneys, and \$275-375 per hour for Shareholders. Fees shall be due and owing regardless of the outcome of a bond election. Fees for Pre-Election Services may not be paid or reimbursed from bond proceeds.

ii. <u>General Obligation Bonds</u>

- a. <u>Bond Counsel Services</u>: For the sale of general obligation bonds, the fee for Bond Counsel services would be \$25,000, paid from bond proceeds. Such fee would include our tax due diligence and delivery of an opinion as to the tax-status of the bonds at closing.
- b. <u>Disclosure Counsel Services</u>: For each sale of general obligation bonds, the fee for Disclosure Counsel services would be \$20,000, paid from bond proceeds.
- c. <u>Expenses</u>: In addition, DWK would request reimbursement of actual expenses of not-to-exceed **\$1,000** for each bond sale. Reimbursable expenses would include travel, if any, for Board meetings or rating agency presentations, if requested, compilation of CD and binder transcripts of proceedings and FedEx.

We do not charge for photocopying or telephone calls.

We look forward to the opportunity to serve the Twin Ridges Elementary School District. Please do not hesitate to contact us if you have any questions regarding our proposal.



475 Sansome Street
Suite 1700
San Francisco, CA 94111
t. 415.391.5780
f. 415.276.2088

September 22, 2023

BY EMAIL

Michael Riemenschneider Eastshore Consulting michael@eastshoreconsulting.com

Re: Proposal to Provide Bond Counsel Services to Twin Ridges Elementary School District

Dear Michael:

Thank you for considering the qualifications of Jones Hall, A Professional Law Corporation, to act as bond counsel to Twin Ridges Elementary School District in connection with a potential 2024 bond election. As described in the attached Statement of Qualifications, Jones Hall has extensive experience with general obligation bonds and elections, and specifically for California school districts.

In 2022, Jones Hall acted as bond counsel on 282 financings, and represents more than 1,000 public agencies around California as bond counsel and disclosure counsel. Our firm acts as bond and disclosure counsel to school districts all over the State of California, including several in Nevada County.

Our firm has a reputation for quality legal analysis and documents, collegial working relationships and the ability to successfully close financings for our school district clients. We would very much welcome the opportunity to serve Twin Ridges Elementary School District.

Please let me know if you have any questions or would like more information.

Very truly yours,

Katie J. Dobson, Esq.





Proposal and Statement of Qualifications of Jones Hall, A Professional Law Corporation to provide Bond Counsel and Disclosure Counsel services to Twin Ridges Elementary School District

DESCRIPTION AND QUALIFICATIONS OF JONES HALL

Law Practice Dedicated Exclusively to Public Finance. Jones Hall is the largest law firm in California dedicated exclusively to public finance, and is structured to provide the highest quality bond and disclosure counsel services in the most timely, efficient, and cost-effective manner. Our attorneys focus solely on municipal finance, which means our clients are provided with significant advantages not obtainable at other firms. Our reputation for thorough legal analysis, meticulous drafting, and responsiveness to our clients and other consultants is well-known in the industry.

Since the founding of Jones Hall in 1978, we have been among the leading bond counsel firms in California, providing services of the highest quality. With one office located in the financial district of San Francisco, near the offices of the three national rating agencies S&P, Moody's, and Fitch, and numerous bond underwriting firms, our firm is well-positioned to provide the highest level of legal expertise and service.

Depth and Breadth of Experience. The depth and breadth of our experience enables us to bring a greater level of expertise and innovation to bond transactions than other firms. Jones Hall is consistently ranked among the top law firms in the State, with respect to number of successful transactions, for both its bond counsel and disclosure counsel practices.

As bond counsel, we have experience with issues that may arise in school district financings but, as a small firm without the pressure of hourly billing, we give direct attention to each transaction, and can be flexible and creative in structuring successful financings. Each member of our firm is uniquely devoted to the single goal of serving our clients with their financing needs.

As one of the top disclosure counsel firms in the State of California, our attorneys have extensive knowledge of applicable federal securities laws. We take great care throughout the offering process to ensure that our clients are fully compliant with all applicable Federal securities laws, and we stay current on all changes and proposed changes to applicable laws.

Professionals. We propose that Katie Dobson serve as the primary bond attorney on to the District. Ms. Dobson is supported by a tax department and additional staff members to ensure that every transaction is efficient and smooth for the firm's clients.

Katie J. Dobson, Managing Shareholder. Ms. Dobson graduated from New York University School of Law in 2008 and has spent her entire career as a finance attorney. Ms. Dobson joined Jones Hall in 2013 with a focus on representing California school districts and, within the last 12 months alone, represented California school districts on more than 60 financing transactions. Ms. Dobson

became a partner at Jones Hall in 2017 and became the managing partner of the firm in 2020. Ms. Dobson's focus allows her to be particularly attuned to the challenges and financing needs of California school districts.

Ms. Dobson was admitted to the California Bar in 2012, after three years of legal practice in New York City, and is a member of the National Association of Bond Lawyers. She graduated *summa cum laude* with a B.A. from the University of Arizona in 2004, and from New York University with a J.D. in 2008.

<u>David A. Walton, Shareholder, Tax Department</u>. Mr. Walton has over 30 years of municipal bond experience. Mr. Walton previously worked for the IRS as Counsel to the Assistant Chief Counsel (Technical) - Financial Institutions and Products. Thereafter, he served in the United States Department of Treasury as an Attorney-Advisor in the Office of Tax Policy where he specialized in tax-exempt finance.

Mr. Walton is a recognized expert in the Federal tax area of municipal finance, has been widely praised by the industry for helping to make tax-exempt bond rules simpler and more workable, and previously served on the Board of Directors of the National Association of Bond Lawyers. Mr. Walton received his B.S. in 1980 from Brigham Young University and his J.D. in 1990 from Hastings College of Law. He was admitted to the Utah Bar in 1990 and the California Bar in 1993. He is a member of the Committee on Tax-Exempt Finance of the American Bar Association, and a member of the Editorial Advisory Board of the *Public Finance Advisor*.

Additional Team Members. In addition to the primary and tax attorneys, each Jones Hall financing team includes a disclosure analyst and a closing coordinator. These experienced professionals help to ensure that the details of each transaction are streamlined and seamless, allowing our clients and attorneys to focus on substantive issues.

CALIFORNIA SCHOOL DISTRICT GENERAL OBLIGATION BONDS EXPERIENCE

Bond Measures. Jones Hall has represented hundreds of school districts in connection with bond elections held throughout the State, and has extensive experience working with counties, crafting bond measure and project lists, and ensuring post-election compliance.

Recent General Obligation Bond Issuance Experience. Jones Hall has served as bond and disclosure counsel to hundreds of school districts throughout the State of California. References can be provided.

Local Experience. In Nevada County, we represent several school districts, including:

- Nevada Joint Union High School District
- Grass Valley School District
- Penn Valley Union Elementary School District

In addition, we have provided legal services to the Nevada County, the City of Nevada City, the City of Grass Valley and other local entities in connection with various financings.

SCOPE OF LEGAL SERVICES

Pre-Election Services. As bond counsel to the District, we will provide the following pre-election legal services:

- 1. Preparation of a timetable setting forth the actions required to be undertaken to hold the election, and coordination with County election officials to ensure that the necessary legal requirements are satisfied.
- 2. Preparation of the resolution of the District's board required to call the election and to request consolidation with any other elections to be held on the same date.
- 3. Preparation of the resolution of the Board of Supervisors of the County ordering consolidation of the election.
- 4. Assistance with the preparation of the tax rate statement and the County Counsel's independent analysis to be distributed to voters.
- 5. Review of the ballot arguments to be prepared by or on behalf of the District.
- 6. Consultation with the District and its staff, the County and its staff, and the District's financial advisor, concerning the election proceedings and campaign law requirements.
- 7. Review of information campaign activities and documents proposed for use by the District to ensure compliance with applicable law.
- 8. Preparation of the notices, affidavits and certificates required by law for the conducting of the election.

Post-Election Services. Following the District's successful bond election, we will provide the following services:

- Consultation with the District and its staff, the County and the District's financial advisor concerning the bonds and the timing, terms and structure of the offering thereof, including an examination of any alternative methods of issuance available to the District.
- 2. Preparation of the proceedings for the authorization and issuance of the bonds, including the resolution of the District's board setting forth the terms and conditions of the bonds and their form, date, denominations and maturity, and preparation of the proceedings for the sale of the bonds.
- 3. Preparation of the Preliminary and Final Official Statements.
- 4. Participation in preparation for, and attendance at, rating agency presentations.

5. Preparation of the bonds, and final closing papers, organization and conducting of the bond closing and the rendering of a final legal opinion at the time of delivery of and receipt for payment of the bonds.

FEE PROPOSAL FOR FINANCING-RELATED LEGAL SERVICES

Contingent Fees Paid from Bond Proceeds. Jones Hall is paid, from proceeds of the financing, only upon the successful sale and issuance of bonds. The firm's contingent fees include all reasonable follow-up work done at the request of the District, so financing-related fees are paid only once, at the closing of the financing.

Bond Counsel and Disclosure Counsel Services. In connection with financing transactions, Jones Hall would propose a flat fee of \$22,500 per series of bonds issued for bond counsel services and \$15,000 for disclosure counsel services. In connection with pre-election legal services, Jones Hall would propose a flat fee of \$2,500, payable at the time of the first bond issuance. In addition, reimbursable expenses relating to each proposed series of bonds will be capped at \$500 (not including legal publications if needed or orders from California Municipal Statistics if ordered on behalf of the District). The fees of Jones Hall do not increase, regardless of issues that may arise or the amount of time that may be spent working to ensure the success of the District's financing.

Willingness to Negotiate Fees. Jones Hall is willing to negotiate our proposed fees, as it is very interested in working with the District.

CLOSING STATEMENT

While we maintain one of the largest public finance practices in the State, particularly with respect to school district financings, the structure of our firm and the expertise of each of our attorneys allows us to be responsive to clients and all other members of the team, and to meet deadlines without issue. It is rare for a legal issue to arise that we have not previously analyzed and, when one does present itself, we are able to focus on it immediately. The fact that we do not bill by the hour, and are instead paid one time, from bond proceeds, contingent on a successful closing, means that we are not limited in the amount of time we can devote to researching and analyzing issues, and our clients never see an increased fee.

For any additional information, please do not hesitate to reach out to Katie Dobson at kdobson@joneshall.com or (415) 793-5994.





Proposal Prepared For

Twin Ridges Elementary School District

Submitted by Lozano Smith, LLP
Daniel Maruccia, Partner
dmaruccia@lozanosmith.com
One Capitol Mall, Suite 640, Sacramento, CA 95814
916.329.7433

September 21, 2023



Firm Background

Lozano Smith is pleased to present the following proposal to the Twin Ridges Elementary School District.

It Doesn't Start or End With Bond Counsel

We understand the ins and outs of public education – not just a singular financial transaction. Why is that significant? As a full-service public education law firm, as opposed to a boutique bond counsel firm, we partner with school districts well before a bond issuance, and we are there long after the funds are secured. A bond financing never occurs in a vacuum, and cannot competently be treated as a discrete matter. Because we have the privilege of working with the Twin Ridges Elementary School District throughout the year, we are already positioned to know where your needs are. Our public finance attorneys leverage the existing institutional knowledge and relationships of those Lozano Smith attorneys already serving the District to ensure your Board of Trustees, staff, students, and community benefit from the significant investment reflective of a bond measure. In contrast to boutique bond counsel law firms, our significant experience in the business of education, and specifically with the District's business, allows us to help you anticipate issues and further save on costs.

More Than a Promise – Related Work That Matters

- > Lozano Smith attorneys currently provide legal services to the Twin Ridges Elementary School District on a variety of legal issues.
- > Lozano Smith attorneys have served as bond counsel and/or disclosure counsel on **public agency debt financings** aggregating more than \$3 Billion in principal amount, and routinely counsel school districts throughout California in connection with financing and re-financing the construction of capital improvements.
- > Lozano Smith negotiated the <u>nation's first</u> settlement under the SEC's Municipalities Continuing Disclosure Cooperation Initiative (MCDC). Recognized as a thought-leader on school finance disclosure matters, we went on to advise many other K-12 clients in the same manner.
- > Lozano Smith has assisted school districts in connection with IRS random and focused audits on bond financings, including the recent successful defense of a California school district who, due to unforeseen circumstances, was not able to build its new school during the first 5 years after issuance of the bonds. Public Finance Practice Group team members assisted the school district in obtaining a "no action" letter, preventing an IRS determination that the bonds were hedge bonds or had otherwise lost tax-exempt status.



A Recognized Authority

Lozano Smith's Pubic Finance Practice Group attorneys are sought as a source of expertise on California public school district debt issuance and finance. At the California School Boards

Association's request, our advice was solicited in the preparation of its Model Board Policy BP 3470 regarding debt management practices, required by S.B. 1029. We are also frequent invitees to speak on public finance matters. Our public finance partners periodically present on school bond matters to school district business officials at county office of education-sponsored events, and at the annual conferences of both the Coalition for Adequate School Housing (CASH) and the California Association of School Business Officials (CASBO) on public finance topics including post-debt issuance requirements.

Statewide Offices, Local Relationships

With our comprehensive team serving from our Sacramento office, we are confident that immediate, local accessibility will be an expectation. Our multiple locations statewide allow us to offer services to clients regardless of their location with access to the resources of a large firm and the attention and relationships of smaller offices. It also allows for more competitive rates.

Relationships and Commitment

We are more than just another law firm. We are a passionate group who has chosen to dedicate our practice to public schools, governing boards, and the communities they represent. Education law is what drives us. It's what we have dedicated our practice and resources to for more than 35 years. More than 500 clients have placed their trust in Lozano Smith along the way, and more continue to do so each year. We look forward to the opportunity to continue to partner with the District.

Public Finance Practice

Expert and Objective Legal Counsel

In addition to General Obligation Bonds (GOBs) for both new projects and refundings, Lozano Smith has assisted clients through Certificates of Participation (COPs) financings, Tax and Revenue Anticipation Notes (TRANs), Tax Allocation Bonds (TABs), Mello-Roos Bonds, Bond Anticipation Notes (BANs), tax-exempt lease/purchase equipment financings, and tax-advantaged financing vehicles, including Qualified Zone Academy Bonds (QZABs), new Clean Renewable Energy Bonds (CREBs), and other specialized debt instruments.

School districts face a variety of complicated issues when engaging in long term obligation-related financing. Combining bond counsel and school district finance expertise with in-depth experience in facilities planning and construction, Lozano Smith public finance attorneys provide clients with a holistic approach — helping to take financing projects from conception of a facilities improvement plan through financing issuance and beyond. Lozano Smith public finance attorneys serve as Bond Counsel, Disclosure Counsel, and Issuer's Counsel for school districts throughout the state.

Experience in public finance is crucial. Recognizing the inherent cross-over within our existing practice areas, and coupled with the need for specialists in financial legal services, Lozano Smith's Public Finance Group was formed by experienced attorneys specializing in public finance work, providing



legal advice on all areas impacting general obligation bonds, including bond measure elections. The Public Finance Practice Group also provides legal services in related contexts such as parcel taxes, developer fees, special taxes, special assessments, and special tax and assessment lien foreclosure.

Our public finance attorneys are mindful both of the law governing bonds and of the historic customs and practices associated with public finance. Lozano Smith attorneys are nationally recognized as municipal bond counsel, as listed in the Bond Buyers' Municipal Marketplace Guide, commonly referred to as "The Red Book." Members of the firm have successfully delivered both bond and disclosure counsel services for a multitude of financings for a wide array of projects.

Personnel

Our team of public finance attorneys works collaboratively on financings, whether as bond counsel, disclosure counsel, or issuer's counsel. In working with Lozano Smith, clients have a team that has experience with all of the major financial advisors and underwriters working in California. Our team has seen a variety of public finance vehicles and financing structures, under the gamut of market climates. The District will be served by a team of skilled attorneys and public finance legal professionals, with Daniel Maruccia, Partner, designated as the lead attorney.

Daniel M. Maruccia is a Partner and Co-chair of Lozano Smith's Public Finance practice area, with expertise in public finance, facilities and business, and local government. His practice focuses on transactional matters including facilities funding, public contracts, and other business transactions. Mr. Maruccia has lead the most recent Lozano Smith public finance work, aggregating more than \$2.2 Billion in principal amount since 2015. Mr. Maruccia is nationally recognized as municipal bond counsel in the Bond Buyers' Municipal Marketplace Guide, commonly referred to as "The Red Book."

References

Jim Koenig Superintendent Alisal Union School District

Kris Munro Superintendent Santa Cruz City Schools

Kristen Coates
Deputy Superintendent
Elk Grove Unified School District



Fees

Pre-Election Services

Lozano Smith has assisted many school districts with successful bond measure elections, from drafting the necessary election order resolution and related documents, to advising on political activities and post-election next steps and filings. In the months leading up to the 2018 statewide elections, we led bond counsel in California understanding that A.B. 195 (2017) requirements on disclosing tax rates in ballot measures apply to school district general obligation bonds. Others eventually followed suit and conformed their advice to ours.

Pre-election services incident to a bond measure election, including preparation of the Specification of Elections Order Resolution, are paid on an as-you-go basis under a general legal services agreement with Lozano Smith. We do this in recognition of Attorney General Opinion No. 13-304, advising that a school district violates California law concerning the use of bond proceeds if the district pays for "pre-election services" from the proceeds raised from the bond sale.

Bond and Disclosure Counsel Fees

For Bond Counsel services in connection with the issuance of each series of general obligation bonds, Lozano Smith proposes a flat fee of \$30,000 per issue, not including out-of-pocket expenses not to exceed \$1,250.

For Disclosure Counsel services in connection with each series of general obligation bonds, for which Lozano Smith also serves as Bond Counsel, Lozano Smith proposes a flat fee of \$20,000 per issue, not including out-of-pocket expenses not to exceed \$1,250.

The above fees reflects a waiver of the fee for our Issuer's Counsel review and opinion delivery (normally, \$5,000-\$7,500). Because we already serve you under a general legal services agreement in other matters, we are pleased to offer Issuer's Counsel review and opinion delivery as part of our Bond Counsel/Disclosure Counsel proposal, at no charge.

Matters outside the scope of typical Bond or Disclosure Counsel services, such as advice or training for establishment of a bond oversight committee, would be charged at our normal hourly rates under the District's existing general legal services agreement with Lozano Smith.

The Lozano Smith Advantage

Rates

Lozano Smith offers its bond and disclosure counsel services at a very competitive rate – typically less expensive than boutique bond counsel law firms. We do so in light of our more than 35-year relationship with public educational institutions, our experience as general counsel, and our deep understanding of the financial challenges that California's school districts have faced in recent years.

Relationships

Even while charging a lower flat fee for our bond and disclosure work, we offer a higher degree of personalized service than is the norm in this field. We have long-term relationships and offer the same level of service, responsiveness and attentiveness for bond work as we do for all other types of work.



Lozano Smith attorneys partner with our clients to ensure that they receive the highest caliber legal advice to achieve their desired results, but do so in the most cost-effective and least administratively burdensome fashion possible.



Proposal to Provide Bond and Disclosure Counsel Services to:

Twin Ridges Elementary School District

Eugene Clark-Herrera

Partner
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 92614-8255

T: (415) 773-5911 E: ech@orrick.com

PROPOSAL TO PROVIDE BOND AND DISCLOSURE COUNSEL SERVICES TO TWIN RIDGES SCHOOL DISTRICT

Orrick, Herrington & Sutcliffe LLP is pleased to present this Proposal to Provide Bond and Disclosure Counsel Services to Twin Ridges Elementary School District. We believe that the breadth and depth of Orrick's knowledge and experience in public finance, as well as Orrick's creative approach to problem solving, enables us to offer the District expertise of the highest caliber, combined with responsive and personal service. We hope the information contained in this proposal assists you with your selection.

PROFILE OF FIRM

General Information About Orrick. Founded a century and a half ago, Orrick today is named by Law360 as one of the "Global 20" leading firms. Orrick has more than 1,300 lawyers across the United States, Europe and Asia and is organized as a limited liability partnership. The firm's practices are organized into five business units—Finance; Corporate; Energy & Infrastructure; Litigation; and Intellectual Property. The practice groups within the firm's business units are as follows:

- Finance: Public Finance; Banking & Finance; Real Estate; Restructuring; and Structured Finance.
- Corporate: Tax; Capital Markets; Compensation & Benefits; Emerging Markets; M&A and Private Equity; and Technology Companies.
- Energy & Infrastructure: Energy & Infrastructure.
- *Litigation:* Antitrust; Commercial Litigation & Dispute Resolution; Employment; Insurance; International Arbitration; Public Policy; Supreme Court & Appellate; and White-Collar Investigations, Securities Litigation & Compliance.
- Intellectual Property: Intellectual Property.

Firm-wide, we employ more than 2,700 people in our 27 offices. We have offices in Los Angeles, Orange County, Austin, Boston, Houston, New York, Portland, Sacramento, San Francisco, Santa Monica, Silicon Valley, Seattle, Washington, D.C., Wheeling, Beijing, Brussels, Dusseldorf, Geneva, London, Milan, Munich, Paris, Rome, Shanghai, Singapore, Taipei and Tokyo. The primary Orrick lawyers and other professional staff proposed for the District's financings are located in our downtown San Francisco office.

Primary Contact. We propose that Eugene Clark-Herrera, be the principal contact and lead attorney for the District's financing. His contact information is as follows:

Eugene Clark-Herrera, Partner Orrick, Herrington & Sutcliffe LLP 405 Howard Street San Francisco, CA 94105 T: (415) 773-5911

1: (415) 773-5911 E: ech@orrick.com

Orrick's Public Finance Practice. Orrick has maintained a substantial practice in the area of public finance for over a hundred years. Orrick has been ranked first in the country as bond counsel and also as disclosure counsel for most of the last two decades. Nationally, during 2022, Orrick served as bond counsel on 570 transactions aggregating more than \$65 billion (representing a national market share of 14.4%). During the same time period, Orrick ranked number one in the country serving as disclosure counsel on 129 transactions aggregating more than \$26 billion (representing a national market share of 18.1%). What is relevant about these rankings is not that we may be the oldest, largest, highest ranked or even the most experienced bond counsel firm but that enough governmental clients have put their trust in us, and have done so repeatedly, to enable us to consistently achieve and maintain the status reflected in these rankings.

At present, our public finance department consists of nearly 100 public finance and public finance tax attorneys located in Los Angeles/Orange County (8), Austin (9), Houston (15), New York (17), Portland (8), Sacramento (9), San Francisco (26), Seattle (3) and Washington, DC (4). The quality of our attorneys, the depth of resources, the diversity of practice and the unmatched level of tax and disclosure expertise are considered to be particular strengths of our public finance department. We pride ourselves in giving our clients personal and responsive attention. As a result, our clients have the advantage of a large firm's resources without compromising the attention they deserve.

Dedication to School Finance. With 20 of our public finance attorneys active in K-12 transactions, Orrick has a particular dedication to the field of school finance:

- To assist school officials in understanding the laws and procedures governing taxexempt financing, Orrick publishes *The XYZs of California School District Debt Financing*, a practical guide to school district debt financing. We freely distribute this guide not only to school administrators, but to finance professionals and school attorneys as well.
- We also publish bulletins and alerts, highlighting the most important developments in school finance, including one discussing critical flaws with the application of Assembly Bill 195, requiring ballot questions to include the tax rate and duration of the tax to be levied and the amount of money to be raised annually as a result of a successful measure, to school district bond measures.

- Orrick attorneys are active in drafting new legislation on behalf of clients to assist in public financing activities and have written many of the existing statutes relied upon by other bond counsel, including Senate Bill 222, which strengthens school district general obligation bondholders' rights in bankruptcy by granting them a statutory lien on the taxes collected to pay the bonds. Therefore, Orrick is often best positioned to understand and work under such laws and regulations.
- Orrick attorneys also regularly volunteer time and materials addressing school district industry groups, such as the Coalition for Adequate School Housing, the California Association of School Board Officials and the California School Boards Association, in order to educate school district staff, board members and financial advisors on new laws and other issues in school finance.

General Obligation Bonds. We work with school districts of every size, from the largest school district in California, Los Angeles Unified School District, which operates hundreds of schools, to some of the smallest districts, such as Horicon Elementary School District, which operate a single school site. Moreover, we have assisted dozens of these school districts in preparing their successful bond measures. Understanding school district facility needs, as well as the legal issues where detractors place their focus to distract voters, is critical to preparing a successful bond measure.

Although the number of students and sites vary from district to district, the school facilities needed to be financed by school districts are generally the same. The facilities need to be brought up to current building, energy and safety standards and need to be renovated, reconfigured, modernized and/or expanded to support current enrollment, technology and curriculum needs. As discussed more fully below, large and urban school districts must also contend with educational equity, declining enrollment, capacity underutilization, and expanding needs for a diverse student population when developing school facilities construction and funding plans. For bond measures, school districts conduct polling and other research to determine which facility needs will be supported by their voters. If properly conducted, this research will reveal the projects that resonate with voters. We work methodically with the consultants conducting this research to ensure that the project language is properly incorporated into the bond measure. This requires careful language drafting and a deliberate balancing of a number of important factors to help ensure that the measure attracts sufficient votes to pass while preserving flexibility to handle changing circumstances.

However, the projects themselves are not the only critical component to drafting a successful bond measure. There are increasingly complicated legal requirements related to bond measures and, in some communities, a more and more critical, and sometimes intentionally misleading or litigious, public. We keep a close watch over the legal issues detractors of bond measures raise. In recent years, these have involved claims (a) that bond measure ballot questions have not been a true and impartial synopsis of the measure or that they are argumentative, (b) that the Assembly Bill 195 (AB 195) requirements (*i.e.*, that the ballot question incorporate the rate and duration of the related tax and the money the tax is to raise annually) are not properly incorporated, and (c) that the projects are not specific enough or that the measure authorizes projects not allowed to be financed. Thus, we take a very methodical approach to drafting our school district bond measures, emphasizing where legal challenges (even if weak) have come and advising our clients to choose language that avoids legal challenges or triggers, resulting in measures less likely to be distracted by legal questions, regardless of merit. We want

our school district clients' bond measures to be free of legal distractions so that the bond campaigns can focus voters on their messaging.

We also thoroughly understand all aspects of the process for issuing school district general obligation bonds once approved by the voters, whether issued directly by the school district or through the applicable county. In this regard, during the past five years, we have served as bond counsel, disclosure counsel or underwriter's counsel on 481 California school district general obligation bond financings aggregating more than \$25 billion. A list of these transactions is available on request. Moreover, we would like to highlight that one or more of the proposed Orrick team members set forth in this proposal served in some capacity on most of these general obligation bond financings. Accordingly, the District will be served by a team of Orrick lawyers very experienced with school district general obligation bonds. We also highlight that the financings accounted for above do not include the many privately placed general obligation bond financings for which we have served as bond counsel, disclosure counsel or bank counsel. Thus, the depth of our experience is even greater than the numbers reveal.

Disclosure Counsel Experience. A necessary part of our public finance practice, as both bond counsel and disclosure counsel, is extensive knowledge of and experience with securities laws and disclosure issues. Orrick has been ranked number one in total volume as disclosure counsel both nationally and in California nearly every year since such rankings began. No other firm matches Orrick's experience in public finance securities law issues, and never has such experience with securities laws generally and disclosure matters in particular been so important. Applicable laws continue to grow more lengthy and complex and the Securities and Exchange Commission ("SEC") and other regulatory bodies, including the Federal Bureau of Investigation ("FBI") and the Department of Justice, are pursuing investigations, prosecutions, enforcement actions and audits against municipal market participants, including issuers, across the country on an unprecedented scale.

Orrick is fundamentally a finance firm and as such has diverse experience in federal and state securities laws relating to the sale and disclosure of about virtually all types of securities, both in the initial and secondary markets. As a leading firm both in volume and complexity of issues, Orrick (including the members of our proposed team for the District) has dealt with a wide range of disclosure issues in public finance and is known as the firm of choice when difficult disclosure issues are involved. As indicated above, for 2022, Orrick was ranked the number one disclosure counsel firm in the country by Refinitiv. Moreover, in the past five years, we have served as disclosure counsel on 268 California school district debt financings aggregating more than \$12 billion.

Tax Experience. Nationally recognized for its expertise in tax matters related to public finance, our Public Finance Tax Group is involved in every aspect of the firm's public finance practice. The attorneys in our Public Finance Tax Group participate as members of both the firm's tax and public finance departments. The great diversity of Orrick's public finance practice (both geographically and in types of issues) has exposed our public finance tax lawyers to almost every legal issue that has arisen concerning the tax aspects of municipal bonds. Furthermore, their participation in the firm's general tax practice, with its emphasis on finance and securities transactions, enables Orrick to respond with speed and sophistication to new forms of financial instruments.

Recent federal legislation and regulations have enormously increased the complexity of public finance tax issues. In addition, the FBI, the SEC and other federal agencies have joined the IRS in scrutinizing the tax aspects of state and local government bonds. In this era of increased technical complexity and federal scrutiny, our Public Finance Tax Group offers a unique resource, combining unparalleled reputation, breadth of experience and thorough analysis with an innovative, solution-oriented approach to public finance issues.

FEES/COST OF SERVICES

Fixed Fees. In general, once the parameters of a financing are established, we negotiate bond and disclosure counsel fees that are fixed at the outset of the financing process. These fees are based on various assumptions, including that the applicable financing will close on a single date, the scope of services will be limited and conform to what is set forth at the outset of the transaction, the transaction will not have an extraordinary number of problems/issues, the parties will work to minimize the number of meetings, conference calls and document distributions, the District will coordinate virtual attendance at meetings or hearings of the District's governing board which Orrick is requested to attend, the purposes of the financing and the structure of the transaction will not materially change after preparation of the documents has commenced, and the applicable financing will not close later than six months from the date initial drafts of any of the financing documents are distributed by Orrick. If any of these assumptions are incorrect, or if any unusual or unforeseen circumstances arise, and occasions substantial additional work or responsibility on the part of Orrick, we generally ask that we be entitled to seek additional compensation in such amount as the District and Orrick mutually agree to be appropriate.

Based on the proposed authorization of a bond measure in 2024 seeking approval of approximately \$2 million, we would propose the following fixed fees:

Up to \$5 million of General Obligation Bonds	
Role	Proposed Amount
Bond Counsel	\$25,000
Disclosure Counsel	\$10,000
Total:	\$35,000

No Expectation of Other Income. We would not expect to derive any income as a direct result of our involvement in the District's financings other than the fees earned directly from the District.

Legal Actions. Within the last five years, we have had no legal action alleging violations of the law in connection with an offering of municipal securities in a California transaction brought against the firm or, to our knowledge, any employee of the firm.

CONCLUSION

We are pleased to submit this proposal to you and look forward to the opportunity to work on the District's financings as the District's bond and disclosure counsel. We are prepared to begin working as soon as you indicate you are ready. If you have any questions, or if additional information or materials are required, please contact Eugene Clark-Herrera at (415) 773-5911.

Respectfully submitted,

ORRICK, HERRINGTON & SUTCLIFFE LLP

AGREEMENT FOR MUNICIPAL ADVISORY CONSULTING SERVICES

This AGREEMENT FOR MUNICIPAL ADVISORY CONSULTING SERVICES (this "**Agreement**") is entered into as of October _____ 2023, by and between Eastshore Consulting LLC, a California limited liability company (the "**Advisor**") and Twin Ridges Elementary School District, a public school district (the "**District**").

RECITALS

- A. District is examining facilities needs, exploring financing options to meet such needs and contemplating a General Obligation Bond measure for which it requires fiscal analysis of attendant costs and prospective matching revenues and funding sources, guidance in creating a viable program to meet the greatest number of needs, and financial advice relative to such items as cash flow modeling, project budget, schedule, financial design and the overall bond issuance process.
- B. Advisor is willing and able to provide the services, guidance and advice required by District in connection with evaluating all financing options and a potential General Obligation Bond measure on the terms and conditions set forth in this Agreement.
- C. Pursuant to Government Code section 53060, a school district may contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters.
- D. Intending to be legally bound and in consideration of these recitals and the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties agree to the following terms and provisions:

AGREEMENT

1. Services

1.1 Municipal Advisory Consulting Services. Advisor shall perform the municipal advisory consulting services to meet the District's needs (the "Services") set forth in Exhibit A hereto and by this reference made a part hereof. Advisor agrees to perform the Services in a professional, competent and quality manner pursuant to the terms and conditions of this Agreement, in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to any applicable licensing requirements. District shall engage the Advisor as needed for the Services set forth in Exhibit A. Both parties covenant and agree to work cooperatively to achieve the efficient and timely completion of the Services and work products contemplated herein.

1.2. Other Services. Any services which are not included in the scope of services set forth in **Exhibit A** of this Agreement, upon acceptance by the District and mutual written agreement of both parties, will be subject to the terms and conditions of this Agreement and separate, mutually acceptable fee structures.

2. Term/Termination

- **2.1. Term.** The term of this Agreement shall commence as of the date above and expire on June 30, 2027, (the "Initial Term") and shall automatically renew for additional one-year periods (each a "Renewal Term") and together with the Initial Term, the "**Term**", unless terminated by either party as provided in Section 2.2.
- 2.2. Termination. Notwithstanding the Term, this Agreement may be terminated (i) by either party upon the other party's material breach of any of the material terms, conditions or provisions of this Agreement, provided that such breach is not cured within thirty (30) days of receipt of written notice specifying the material breach; (ii) at any time upon the mutual written agreement of the parties and in the manner therein provided; (iii) immediately by either party by giving written notice if the other party fails to maintain in good standing all legally required licenses and/or certificates or ceases to conduct business in the normal course, becomes insolvent, enters into bankruptcy proceedings or becomes subject to any other judicial proceedings that relate to insolvency or protection of creditor's rights; or (iv) without cause, by the District providing thirty (30) days written notice to the Advisor.
- **2.3.** Effect of Termination/Expiration. Upon receipt of notice of termination from District, Advisor shall not incur any additional expense or perform any further Services without the prior written approval of District. Should District terminate this Agreement without cause, Advisor shall be entitled to payment for Services satisfactorily performed by it to the date of termination on an hourly basis and reimbursement of expenses reasonably incurred to the date of termination, upon written demand by Advisor and after providing a detailed accounting as to hourly work for the Services actually performed. Any amount advanced by District that exceeds fees and approved expenses incurred shall be reimbursed by Advisor to District.

3. Compensation and Reimbursement

- **3.1.** Advisor Fees and Terms of Payment. District shall pay Advisor for the Services in the amounts and in accordance with the terms set forth in **Exhibit B** hereto and by this reference made a part hereof. Advisor shall promptly be paid payments set forth in **Exhibit B**, and shall be paid within thirty (30) days after receipt by District of Advisor's undisputed invoice and any additional information reasonably and timely requested by District.
- **3.2. Reimbursement of Expenses**. District shall reimburse Advisor for approved costs and disbursements incurred by Advisor in the course of the performance of the Services. Advisor shall furnish an itemized statement of costs and disbursements, which may typically include from time to time one or more of the following (by way of example and not limitation): postage and courier charges, long distance phone calls, copying costs, airfare, meals, lodging, ground transportation, car rentals, gasoline, etc. Payment of any such expenses shall require the approval of the District,

which approval shall not be unreasonably withheld, delayed or conditioned. Reimbursement of expenses shall be paid concurrently with the next due date for payment of Advisor fees.

4. Covenants, Representations and Warranties of the District

- **4.1. Due Organization and Authority.** District warrants that it is duly organized and in good standing as a public school district, under the Constitution and laws of the State of California and has full power and authority to enter into this Agreement.
- **4.2.** Access to Information and Personnel. District agrees to provide or make available on a timely, complete, fair and accurate basis, to the fullest extent practicable, all necessary information reasonably requested by Advisor for the performance of the Services contemplated by this Agreement. District shall cooperate with Advisor by providing, to the extent practicable, Advisor with regular opportunities to consult with such District staff, governing board members and other professional advisors as Advisor deems reasonably necessary to competently perform the Services contemplated by this Agreement.
- **4.3.** Additional Professional Services. District agrees to retain or authorize the engagement of such additional professional services (e.g. legal counsel) as Advisor deems reasonably necessary to fully and competently complete the Services and work products required by this Agreement.
- **4.4. Further Assurances.** District shall take such further actions as may be reasonably necessary or appropriate to carry out and comply with all of the terms and provisions of this Agreement and the transactions and Services contemplated hereunder.

5. Covenants, Representations and Warranties of the Advisor

- **5.1. Due Organization and Authority.** Advisor warrants that it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to enter into this Agreement and perform the Services.
- **5.2. SEC and MSRB Registration.** Advisor warrants that it is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").
- **5.3.** Performance of Services/Compliance with Laws. The Services performed by Advisor, its employees and agents, will be of a high quality and performed in a competent and professional manner in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to any applicable licensing requirements to which Advisor is subject.
- **5.4. Insurance**. At all times during the Term, Advisor shall carry the following insurance: (i) commercial general liability coverage of \$1,000,000 per occurrence, \$1,000,000 aggregate; (ii) automobile liability insurance coverage of \$1,000,000; and (iii) property damage coverage in an amount reasonably necessary to cover its property used in connection with the Services. In

addition, Advisor shall carry and maintain at all times professional liability insurance in the amount of at least \$2,000,000. At the request of the District, Advisor shall provide certificates of all insurance described above. Advisor shall not cancel, modify, or allow the lapse of any such insurance without providing the District at least 60 days written notice.

- **5.5. Indemnity.** Advisor agrees to accept all responsibility for loss or damage to any person or entity, and shall, defend, indemnify, hold harmless, and release, to the full extent permitted by law, District and its Governing Board, members of its Governing Board, officers, agents, employees and volunteers from and against any and all actions, claims, damages, disabilities, or expenses, including attorney's fees and witness costs, that may be asserted by any person or entity, which arises out of or relates to the Advisor's performance of this Agreement except to the extent such liability was caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Advisor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- **5.6. Conflicts of Interest.** Advisor agrees that it shall be acting in a fiduciary capacity in connection with its work for the District and that its sole loyalty in this regard shall be to the District. Advisor warrants and agrees that it does not have any material conflicts of interest with respect to the work to be performed under this Agreement. However, like much of the rest of the public finance industry in California, Advisor represents that in connection with the issuance of municipal securities, Advisor may receive compensation from District for Services rendered, which is contingent upon the placement of a bond measure on the ballot, successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Advisor hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Advisor's ability to provide unbiased advice to enter into such transaction. However, this potential conflict of interest will not impair Advisor's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District. If Advisor becomes aware of any additional potential or material conflicts of interest after the execution of this agreement, Advisor will disclose the detailed information in writing to the District in a timely manner.
- **5.7. Other Municipal Advisor Relationships.** Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of District. For example, Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, owes a fiduciary duty to such other clients just as it does to District under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Advisor could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Advisor mitigates such conflict through dealing honestly and with good faith to all clients. If Advisor determines that such a conflict is unmanageable, Advisor will notify District in writing in a timely manner.
- **5.8.** No Legal or Disciplinary Events. Advisor does not have any legal events or disciplinary history on Advisor's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil

judicial actions, customer complaints, arbitrations and civil litigation. Anyone may electronically access Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Advisor, Advisor will provide complete disclosure in detail, allowing District to evaluate Advisor, its management and personnel.

- **5.9. MSRB Brochure.** Within the MSRB website (www.msrb.org), District may obtain the Municipal Advisory client brochure. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.
- **6. Confidential Information.** In the course of rendering Services, Advisor and its employees and agents may receive, review or otherwise have access to proprietary financial, technical and other information of District that is not available to the public and not intended to be disclosed to the public ("**Confidential Information**"). In such event, Advisor and its employees and agents shall hold Confidential Information of District in strict confidence and shall use all Confidential Information only as necessary in connection with the performance of the Services and with prior written consent of District. The obligations of Advisor pursuant to this Section shall survive any termination or expiration of this Agreement. It is mutually acknowledged and agreed that District is entitled to immediate injunctive relief in the event of any violation of this Section. For purposes of this Section, "Confidential Information" does not include information that (i) is, at the time of disclosure, or thereafter becomes, by action of the District, a part of the public domain via a source other than the Advisor, or (ii) is discovered by Advisor from a public source that is not under a confidentiality obligation owing to the District. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.
- **7. Independent Contractor.** Advisor is an independent contractor of District. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between District and Advisor. Subject to the terms of this Agreement, Advisor shall determine the number of days and hours of its work. Advisor shall be solely liable for the compensation, employment taxes, fringe benefits, work schedules and work conditions of its employees and agents and shall defend, indemnify, and hold District harmless from any claim or loss relating to the same.
- **8. Assignment/Subcontracting.** Advisor shall not assign its interest in, or delegate the performance of its obligations under, this Agreement to any other person or entity. Advisor shall not subcontract any Service under this Agreement without advance written approval from District. Any such subcontract, if approved, shall incorporate by reference the terms and conditions of this Agreement. This Agreement inures to the benefit of the parties and their permitted successors and assignees.
- **9. Nondiscrimination.** Advisor shall comply with all applicable federal, State and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis.

All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. Ownership of Results. Any interest of the Advisor in studies, reports, memoranda, computation sheets or other documents prepared by Advisor in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to the District.

11. Dispute Resolution/Attorneys' Fees

- 11.1. Voluntary Mediation. In the event a dispute arises from or relates to this Agreement and the parties are unable to settle the dispute between them, the parties agree to consider and discuss in good faith whether the dispute should be referred to a mutually agreeable independent mediator to facilitate a settlement. If the parties mutually consent to such referral, then the dispute shall be so referred within twenty (20) days of such agreement. The parties will share the costs of mediation equally.
- 11.2. Attorneys' Fees. Each party shall bear their own attorneys' fees should either party institute any action or proceeding in court or arbitration to enforce any provision hereof or for damages by reason of any alleged breach of this Agreement or for a declaration of such party's rights or obligations hereunder, or for any judicial remedy.
- 12. Limitation of Liability. In no event shall Advisor be liable for any claim of lost profits, revenue or goodwill, or for any other consequential, indirect, incidental, punitive, exemplary or special damages. In no event shall District be liable for any claim of lost profits, revenue or goodwill, or for any other consequential, indirect, incidental, punitive, exemplary or special damages. Except to the extent finally determined to have resulted from the fraud, willful misconduct or gross negligence of District, District's liability shall be limited to an amount no greater than the amount of unpaid fees and costs due and owing (or to become due and owing) to Advisor hereunder, plus interest thereon. No insurer, contractual guarantor or other third party shall be construed to be a third party beneficiary of the terms of this Section or otherwise entitled to the benefits of this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 13. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person, firm, corporation or other entity, other than the parties to this Agreement and their permitted successors and assignees, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

14. Miscellaneous Contractual Matters

- **14.1. Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflicts of law principles. The venue for the resolution of any dispute shall be in the Superior Court of the County of Nevada and no other place.
- **14.2. Entire Agreement/Modification**. This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are superseded by this Agreement. This Agreement may only be amended or modified by a written agreement of the parties, signed by an authorized representative of each party.
- **14.3.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **14.4. Severability.** If one or more of the provisions of this Agreement are held to be unenforceable under then applicable law, each such provision shall be excluded from this Agreement and the balance of the Agreement shall be construed as if such provision(s) were absent *ab initio*, and the remainder of this Agreement shall be enforceable in accordance with its terms.
- 14.5. Notices. All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section. Notice shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile or electronic mail if sent during normal business hours and, if not, then on the next business day; (iii) one day after deposit with a nationally recognized overnight courier service, specifying next day delivery, with written verification of receipt; or (iv) four days (Sundays and holidays excluded) after a certified mailing, return receipt requested, via the USPS, first class/certified postage prepaid.
- **14.6. Agreement Subject to Governing Board Approval.** The effectiveness of this Agreement is subject to and conditioned upon the approval of the District's Governing Board.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers or representatives, who warrant their authority to sign, as of the date first above written.

TWIN RIDGES ELEMENTARY SCHOOL DISTRICT

EASTSHORE CONSULTING LLC

By:	By:
Scott Mikal-Heine	Michael Riemenschneider
Superintendent	Principal

Notice Address:

Twin Ridges Elementary School District Attn.: Scott Mikal-Heine, Superintendent 16661 Old Mill Rd. Nevada City, CA 95959

Tel: (530) 265-9052

E-mail: smikal@tresd.org

Notice Address:

Eastshore Consulting LLC Attn.: Michael Riemenschneider, Principal 1714 Franklin Street, #100-406 Oakland, CA 94612-3409

Tel: (510) 725-2930

Email: michael@eastshoreconsulting.com

EIN: 45-4559705 SEC #: 867-01304 MSRB ID: K0786

EXHIBIT A

SCOPE OF SERVICES

1. <u>FACILITIES PLANNING AND INFORMATIONAL COMMUNITY OUTREACH SERVICES</u>

To educate the community about facilities needs, all financing options and a General Obligation Bond, assist the District with facilities planning and informational outreach, track input received from the community and plan for placement of a bond measure on the ballot, Advisor will provide the following Facilities Planning and Informational Community Outreach Services:

- Create and maintain an election timeline in coordination with the District, the County, local stakeholders, and other team members
- In conjunction with local stakeholders and other team members, assist the District in selecting, developing and coordinating its bond finance team, as needed
- In conjunction with local stakeholders and other team members, assist the District with constituent outreach to gain input and gauge community priorities on projects, including development and execution of a volunteer poll and/or coordination of polling services and analysis of results
- In conjunction with local stakeholders and other team members, assist the District in creating a viable project list and cashflow
- Assist bond counsel and other consultants in the preparation of a bond election resolution, including preparing ballot language and a detailed bond project list
- Assist the Governing Board, local stakeholders and other team members in the preparation of a ballot argument and rebuttal, if required
- Attend informational workshops and other community meetings, as required

2. FINANCIAL PLANNING AND MUNICIPAL ADVISORY SERVICES

To create a viable General Obligation Bond program and prepare for each issuance related to that potential General Obligation Bond authorization or as otherwise required, Advisor will provide the District with the following **Financial Planning Services**:

- Assist the District in preparing and regularly updating its capital and financing plan
- Create and maintain an overall financing timeline in coordination with the District, the County, and other team members
- Analyze the assessed valuation of the District and other available sources, calculate bonding capacity, and perform financial analysis to determine potential bond proceeds
- Advise the District, the Governing Board and local stakeholders of the pros and cons of all different financing options (General Obligation Bonds, Bond Anticipation Notes, Certificates of Participation, etc.) to most efficiently achieve District goals
- Recommend a proposed bond authorization amount, issuance schedule, and projects to be funded by the bond program, in coordination with the District and other team members
- Prepare tax rate statements and estimates of tax rates for the bond program

For each issuance related to the potential General Obligation Bond authorization or as otherwise required, Advisor will provide the following **Municipal Advisory Services**:

- Provide the District with expert financial advice and assistance on financing techniques and options on matters pertaining to the issuance and sale of securities, including General Obligation Bonds, Bond Anticipation Notes, Certificates of Participation and other financing options available to California school districts
- Provide the District with available financing options by conducting studies and analyses to determine the most appropriate and cost-effective financing methods, terms, security provisions and repayment structures
- Analyze the tax base and recommend an appropriate tax structure
- Analyze all other legally available repayment sources
- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist the District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage the bond issuance process, including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure, including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review required legal documents, including District and County resolutions, purchase agreements, Preliminary Official Statement, and Official Statement or equivalent documents
- Prepare rating agency and insurer presentation, and negotiate with analysts of same
- Assist in preparation and training of District administration for rating agency meetings
- For a competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For a negotiated sale, discuss structure and tax rate/repayment objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents, including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Manage pre-closing and closing
- Prepare wrap-up presentation booklets to summarize bond sales
- Attend Board Meetings as needed to explain bond sales, legal documents, and pricing summaries

3. <u>CONTINUING DISCLOSURE SERVICES</u>

- Annually review District's Continuing Disclosure requirements
- Compile and prepare information for annual Continuing Disclosure requirements, if required

- Disseminate to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements, if required
- Prepare annual California Debt and Investment Advisory Commission (CDIAC) filings required under S.B. 1029, if required

EXHIBIT B

TERMS OF COMPENSATION

Compensation for the Services to be provided to the District by Advisor shall be in the amounts detailed below:

1. FACILTIES PLANNING AND INFORMATIONAL COMMUNITY OUTREACH FEE

For Facilities Planning and Informational Community Outreach Services for the potential General Obligation Bond measure, compensation shall be \$10,000, payable upon completion of services and prior to the Board placing the potential General Obligation Bond measure on the ballot.

2. FINANCIAL PLANNING AND MUNICIPAL ADVISORY FEES

For Financial Planning and Municipal Advisory Services provided in connection with each issuance related to the potential General Obligation authorization or as otherwise required, compensation shall be:

- \$50,000 per General Obligation Bond issuance per series
- Not to exceed \$60,000 per Certificate of Participation issuance or other similar financing
- \$25,000 per Bond Anticipation Note issuance

All Financial Planning and Municipal Financial Advisory Fees may be paid as a part of the cost of issuance of each bond and are not required to be paid from General Fund sources.

3. <u>CONTINUING DISCLOSURE FEES</u>

For Continuing Disclosure Services, compensation shall be \$1,500 per year if filings are required, and prepared and disseminated by the Advisor. No fee shall be incurred if filings are not required, or the District opts to prepare and disseminate disclosures on its own behalf or chooses another dissemination agent to perform such services.

4. EXPENSES

Reimbursable expenses, including data purchases, travel and costs of materials required for meetings, will be reimbursed after submission of an itemized accounting to the District for approval and are due in alignment with the payment of other fees. Facilities Planning and Informational Community Outreach expenses shall not exceed \$1,500. Bond issuance expenses shall not exceed \$3,000 for any issuance. Continuing Disclosure expenses shall not exceed \$1,500 per year, should Advisor perform such services.