



HISTORIC CITY HALL REUSE REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR REUSE OF CITY PROPERTY LOCATED AT 487/489 MAIN STREET, PLACERVILLE, CALIFORNIA

The City of Placerville, Community Services Department, is requesting proposals for qualified tax exempt Non-Profit organizations to submit Proposals for the reuse of City owned property located at 487 and 489 Main Street, Placerville, California ("Property").

This Request for Proposal (RFP) defines the scope of the project and outlines the requirements that must be met by Proposers interested in the Property.

Proposers are advised to read all sections of this RFP prior to submitting a proposal.

RFP Release: July 1, 2019

RFP Due Date: July 31, 2019 3:00 PM

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1. Floor plans of Confidence Hall and Emigrant Jane

2. Feasibility Study for the Rehabilitation of Old City Hall Building 487 & 489 Main Street, Placerville
3. 1986 Structural Report
4. Sample Lease Agreement

I. INTRODUCTION

The City of Placerville Community Services Department (City) is requesting proposals from tax-exempt non-profit organizations to enter into negotiations for a lease with the City for the reuse of Historic City Hall in Placerville located at 487 and 489 Main Street, Placerville, California ("Property").

II. BACKGROUND OF CONSIDERED PROPERTY

The subject Property consists of two 2-story buildings one known as Confidence Hall and the second known as Emigrant Jane. Each Building has separate entrances and the buildings are connected on both floors by a doorway.

The Confidence Hall building (487 Main Street, westernmost building) is formerly known as the Confidence Engine Company Hall, built in 1860. The Emigrant Jane Building (489 Main Street, easternmost building) was built in 1861. Confidence Hall building consists of walls constructed of unreinforced masonry, mortared stone, and plaster. Emigrant Jane shares a common mortared stone wall with the Confidence building, with the other walls being a combination of mortared stone, brick, and plaster. A reinforced concrete and timber addition was constructed on the North side of the Emigrant Jane building in the early 1900s. The floor and roof framing of the entire structure are timber. The Confidence building is listed in the National Record of Historic Places.

Confidence Hall was recognized as the historic Placerville Fire Station prior to becoming City Hall. The inhabitable space for each floor is approximately 1122 Square Feet for a total of 2244 Square Feet of total space. Emigrant Jane is approximately 2124 square feet on each floor for a total of 4248 square feet.

The two buildings include approximately 16 parking spaces with some being tandem spaces adjacent to and behind the buildings.

The City will consider all proposals and evaluate them based on the criteria established herein. Proposals should be as complete and detailed as possible and include documentation to support the proposal.

III. EXISTING PERMITTED USE OF BUILDING

The Property is located within the City of Placerville and owned by the City within a Commercial Business District (CBD) zone. Any uses allowed under the City of Placerville CBD can be proposed for the facility. Allowed uses may be viewed on the City's Website at: http://sterlingcodifiers.com/codebook/index.php?book_id=509 (10-5-14: CBD CENTRAL BUSINESS DISTRICT ZONE)

IV. NOTICE OF INTENT TO SUBMIT PROPOSAL

Any organization interested in submitting a proposal shall submit a 'Notice of Intent to Submit Proposal'. No organization's proposal will be accepted unless they have submitted this Notice of Intent to Submit Proposal. This Notice of Intent must be submitted via email by July 19, 2019 @ 4:00 p.m. and must be clearly marked "Notice of Intent to Submit Proposal". The body of the email must include the organization represented and their intent to submit. The email shall be sent to:

tzeller@cityofplacerville.org

V. TENTATIVE SCHEDULE FOR RFP AND SELECTION PROCESS

June 25, 2019	City Council Approves the RFP
July 1, 2019	RFP is released for distribution and advertising*
July 19, 2019	Deadline for Submittal of RFP Questions
July 19, 2019, 4:00 p.m.	Deadline - Notice of Intent to Submit Proposal (via email)
July 24, 2019	City will Release Answers to Submitted RFP Questions
July 31, 2019, 3:00 p.m.	Proposals Due at Community Services Department, 549 Main Street
August 1, 2019 – August 15, 2019	City Review of Proposals
August 19, 2019	Applicants determined to have submitted complete applications will be invited to present their presentation to the City in an open public meeting.
August 27, 2019	Recommendation made to City Council

*At the City's discretion, it may release the RFP after City Council approval, but prior to the release date listed above.

VI. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the proposal. Additional information may be provided and should be succinct and relevant to the goals of this RFP. Excessive or otherwise irrelevant information will not be considered favorably.

The Proposal package shall be limited to 30 double-sided 8.5-inch by 11-inch pages. Charts, exhibits, and schedules may be included in 11-inch by 17-inch page format and shall be folded to fit into an 8.5-inch by 11-inch sheet and will count as one (1) page. The page limit does not include the outside cover, section dividers, or cover letters. Proposals that do not contain the required information as described in this RFP or do not contain the required number of copies [one (1) original and five (5) copies] may be rejected. The proposal must include the following items, properly bound, appropriately tabbed, and labeled in the following order:

1. Cover Letter Requirements

- a. Title of this RFP
- b. Name and Mailing Address (include physical location if mailing address is a PO Box)
- c. Contact Person, Telephone Number, Fax Number, and Email Address.
- d. A statement that the submitting team will perform the services and adhere to the requirements described in this RFP, including acknowledgement of any addenda.
- e. Acknowledgement that all proposals may be considered public information.
Subsequent to award of a contract, or rejection of all proposals, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- f. The Cover Letter must be signed by an officer/project manager empowered by the proposing team to sign such material and thereby commit the Proposer to the obligations contained in the RFP response. Authorization from the non-profit organizations shall be included with the cover letter. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contracted

lease should negotiations with the City be successful.

2. *Partners and Team Capabilities*

If any proposal includes or references any partners, the proposal shall include the following:

- a. Project Team Identification: A complete list of the project team including, but not limited to, the project manager, all support team members and community affiliations, and partnering entities.
- b. Authorization from each partner for inclusion in the proposal.
- c. A detailed description as to how each partner will be participating in the proposal.
- d. A statement by each partner that should the City enter into the lease agreement, they are willing to execute the lease in cooperation with the proposer.
- e. Each partner shall provide the financial information set forth in the Financial Capability Requirements section provided below.
- f. Authorization from its governing body authorizing participation.

3. *Description of Proposed Use*

Provide a complete description of the proposed reuse including the following:

- a. Describe through text and diagram/conceptual plan the proposed uses for each area of the buildings. (See attached floor plan).
- b. Describe how the use would affect the historic character of the buildings and/or maintain the historic character. Include descriptions and or drawings to show how the historical character would be promoted. Proposal must conform to City ordinance 10-4-10 of the Placerville Municipal Code describing requirements for Historic Buildings in the City, which includes the Federal Standards for rehabilitating historic buildings.
- c. Provide a description of how the uses will enhance the business climate in Historic Downtown Placerville, including details regarding expected number of visitors on a monthly, quarterly, and/or seasonal basis. Provide a detail of the proposed hours of operation.
- d. Description of the structural Improvements and tenant improvements to be completed for the building and the ability of the proposer to oversee and perform those improvements.

4. *Financial Capability Requirements*

A demonstrated financial ability of the proposer organization and any listed partners to the proposal as evidenced by submittal of:

- a. Profit and Loss statements for the current fiscal year and the last two fiscal years

- of the organization.
- b. Balance sheets for the current fiscal year and the last two fiscal years of the organization.
- c. An Income Statement for the current fiscal year and the last two prior fiscal years of the organization.
- d. The most recent three (3) years of federal tax returns (if applicable).
- e. Proof of Tax Exempt Non-Profit Status

4.1 Financial Plan

- a. Provide a detailed description of how the required structural improvements and proposed tenant improvements would be financed. These could include grants, private donations, loans or public private partnerships.
- b. Provide a realistic and feasible timeline for the proposed project regarding necessary fundraising activities, award and receipt of grant funding, obtaining proper and necessary permits, and construction of building improvements that comply and are City approved through the proper permitting process, including, but not limited to encroachment permits and building permits.
- c. Provide a description of how on-going maintenance and operations of the facilities will be funded.
- d. A projected cash flow statement for the first five years of the operation of the buildings.
- e. Provide examples of similar projects in size and scope that the applicant has completed or been involved with in the past. Include references if available.

5. Ownership

Ownership of the buildings will remain with City. The successful proposer will enter negotiations for a lease with the City for the buildings. The lease shall be in substantially the same form and content as the attached lease marked Attachment 4.

6. Professional Conduct Requirements

The City is interested in a long term public relationship with a responsible and respectful proposer who exhibits and maintains proper decorum. Therefore narratives in the proposals should be confined to discussing its contents and not include negative or disparaging comments regarding other proposers or proposals. It is requested that proposers and their team members (as identified in the proposal) do not make negative or disparaging remarks about other proposers or proposals during the process. Failure to do so may affect the consideration of a proposal.

7. References

Provide a minimum of three (3) business references with contact names, phone

numbers and email addresses.

VII. PROPOSER QUESTIONS

Questions regarding this RFP must be submitted in writing via email to the City of Placerville, Community Services Director and must be received no later than **4:00 p.m. on the fourth (4th) business day before proposal are due. After this time, the City will not consider these questions in a proposal protest.** Email must be clearly labeled "**Historic City Hall Reuse Request for Proposals**" and proposers shall direct all inquiries via email to Mr. Terry Zeller, Community Services Director at:

tzeller@cityofplacerville.org

City reserves the right to decline a response to any question if, in the City's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the City, will be emailed on or about **the second (2nd) business day before the proposal is due.** Verbal explanation or instructions shall not be considered binding by the City of Placerville. Any modifications to this solicitation will be issued by the City of Placerville in the form of written addenda as indicated above.

VIII. PROPOSAL SUBMITTAL

Proposers must submit one (1) original document (labeled original), five (5) copies of the proposal and one digital copy in PDF format on a Thumb Drive, along with any addenda, in a sealed envelope or container, clearly marked "Historic City Hall Reuse Request for Proposals." Proposals shall be submitted by 3:00pm on the due date and to the following address:

Community Services Department

549 Main Street

Placerville, CA 95667

A Proposer may withdraw its final proposal at any time prior to 3:00 pm on said due date by submitting a written request for its withdrawal to the Director of Community

Services, signed by an authorized agent of the organization. Proposers may thereafter submit a new or modified proposal prior to 3:00pm on the due date. Modifications offered in any manner, oral or written, will not be considered. other than as provided for herein.

Proposers submitting less than the required number of copies of their proposal may be rejected and considered “non-responsive”.

It is the responsibility of the Proposer to assure that the proposal is received in the Director of Community Services’ Office prior to the proposal deadline date and time. The submittal date and time as well as the submittal requirements set forth in this RFP will be strictly adhered to and any proposals received after 3:00 pm on the due date and /or not in the format required by this RFP will not be accepted and will be returned unopened. Proposals received will be time and date stamped in the Director of Community Services’ Office. Submittal times will be strictly adhered to and not waived. The City may, however, waive minor irregularities at its discretion.

The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of City and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not required.

For questions regarding the Request for Proposal process, contact the Director of Community Services , at (530) 642-5232

IX. EVALUATION CRITERIA

The following criteria will be utilized for the purpose of assisting the determination of the most qualified non-profit organization Proposer:

1. The financial ability of the Proposer to Restore and Implement the Reuse of the building
2. The proposed use of the Building
3. The long-term viability of the proposed reuse
4. Positive affect on Historic Downtown Economy
5. Demonstration of the Proposer’s ability to maintain the Historical Elements of the Buildings.
6. Interview/Presentation

X. PROPOSAL INTERVIEWS

Following initial screening of proposals, a public interview process will be scheduled. All proposers determined to have submitted complete applications will be invited to present their proposal to the City Council. For possible exceptions to this process, please see the section labeled *Tentative Schedule for RFP and Selection Process* and applicable footnote.

XI. REVIEW OF PROPOSALS

Proposals will be reviewed by the Placerville City Council. For possible exceptions to this process, please see the section labeled *Tentative Schedule for RFP and Selection Process* and applicable footnote. Proposers are advised that the selection process does not involve the public contracting process required by the California Public Contract Code. The City Council will determine which Proposal best suits the needs and requirements of the City. The City will consider each proposal based on its compatibility and character in the context of downtown Placerville and the history of the buildings. Financial viability of the project both in the initial restoration and the on-going maintenance and operations will be key factors. The City recognizes that each proposal will be unique and contain a variety of variables that cannot be precisely compared with other Proposals. The City Council, in its sole discretion, will make the final decision regarding which Proposal, if any, best meets the needs of the City. The City reserves the absolute right, in its discretion, to reject any and all Proposals.

XII. SELECTION CRITERIA

The selection of a successful Proposer is anticipated to occur through the process outlined in this RFP and based on the described selection criteria and submittal requirements.

The City reserves the right to reject any or all proposals or any parts thereof and waive any irregularities or informalities in any proposal to the extent permitted by law and to make awards in all or part of the best interest of the City

XIII. PROTEST PERIOD

Paper copies of proposals will be available for public review by request from the

Community Services Department on the day following the submittal deadline, and can be picked up at the office on 549 Main Street. A protest regarding the RFP process or that a proposal does not comply with RFP procedures must be submitted in writing to the attention of the City Clerk before 4:00 pm of the seventh (7th) calendar day following the proposal due date. Any protests received after that date will not be considered in the selection process.

XIV. REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal by the City. City reserves the right, in its sole discretion, to reject any or all Proposals.

City may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. City may waive immaterial deviations in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing organization from other requirements of the RFP.

XV. LEASE NEGOTIATIONS

Following approval by the City Council, the successful proposer and the City will enter negotiations for the proposed reuse and lease. The negotiations will be based on the specific details of the proposal, however other factors may also be considered to meet both the needs of the City and the proposed reuse. The City may require, in its sole discretion, that any partners to the successful proposal also execute the lease.

This RFP does not constitute a contract nor an offer of a Lease but only the opportunity to enter lease negotiations with the City. In the event lease negotiations with the successful Proposer are not successful, the City reserves the right to negotiate a lease with any other proposer or any other entity that it may choose in its sole discretion.

XVI. CITY'S RIGHTS

City reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.

3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. Award more than one contract if it is in the best interest of City.
8. Interview Proposers prior to award.
9. Request additional information during an interview.

XVII. NEXT STEPS

Approval shall be granted to the Proposer whose proposal best meets the needs of City. City reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of City to do so. The decision of the City Council shall be final in making such determination.

The successful Proposer will receive written notification of the acceptance, along with instructions for finalizing the agreement/lease documents.

Response and selection of a Proposal does not guarantee a lease with the City. Negotiation and approval of said lease is required and at the discretion of the City Council.

XVIII. CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to City. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this Request for Proposal (RFP).

XIX. PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the City and will not be returned. All responses, including the accepted proposal and any subsequent

contract, become public records per the requirements of the California Government Code, Sections

6250 - 6270, "California Public Records Act." Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a Proposal. If there is belief that there is legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within the submitted proposal, those items are to be identified, together with the legal basis of the claim in your proposal, and present such information as a supplemental attachment **separate** from the response package.

The final determination as to whether the City will assert your claim of confidentiality on your behalf shall be at the sole discretion of the City. If the City makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, City will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with the City providing for the defense of and complete indemnification and reimbursement for all costs incurred by the City in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by the City pursuant to applicable procedures under the California Public Records Act.

XX. BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the City of Placerville without possessing a business license unless exempt under City of Placerville Municipal Code Section 5.1.7. Contact the Finance

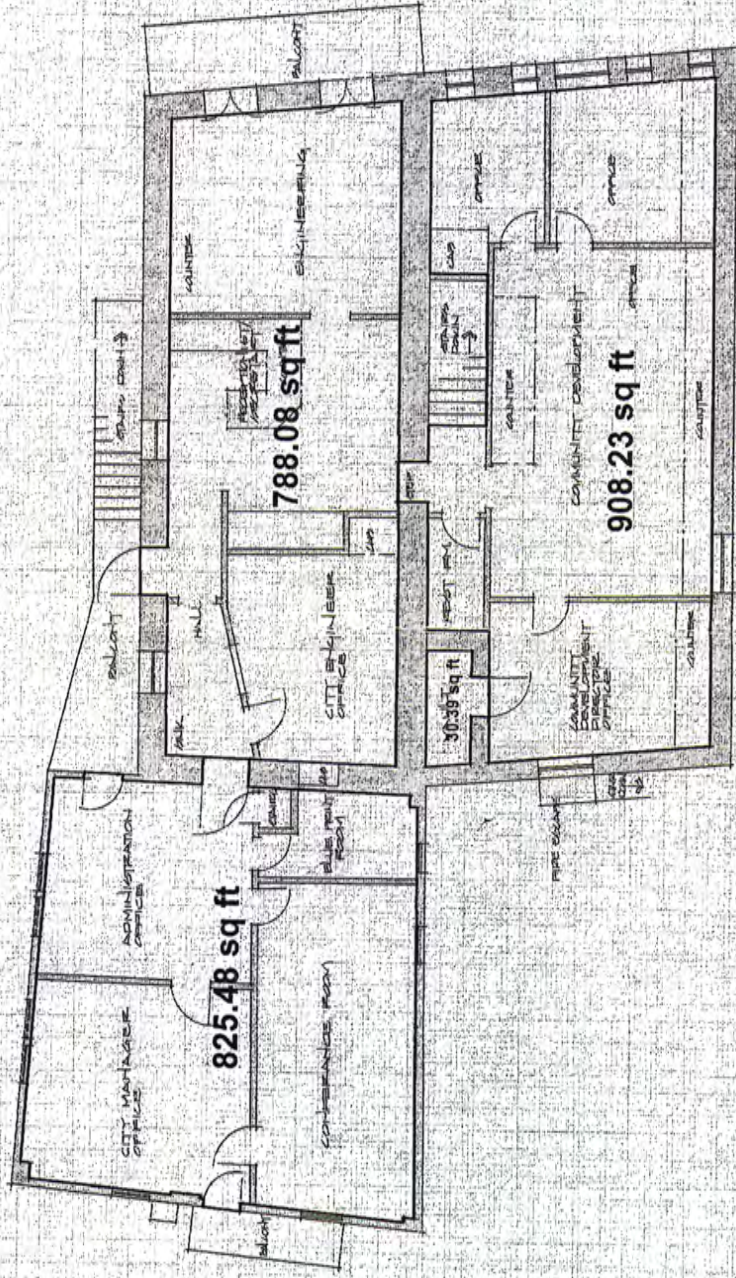
Department at 3101 Center Street, Placerville, CA 95667, or phone (530) 642-5223, for further information.

It is not a requirement to possess a business license at the time of proposal submittal. Successful Proposers may be required to possess a business license if agreement is reached on a reuse project.

Attachments

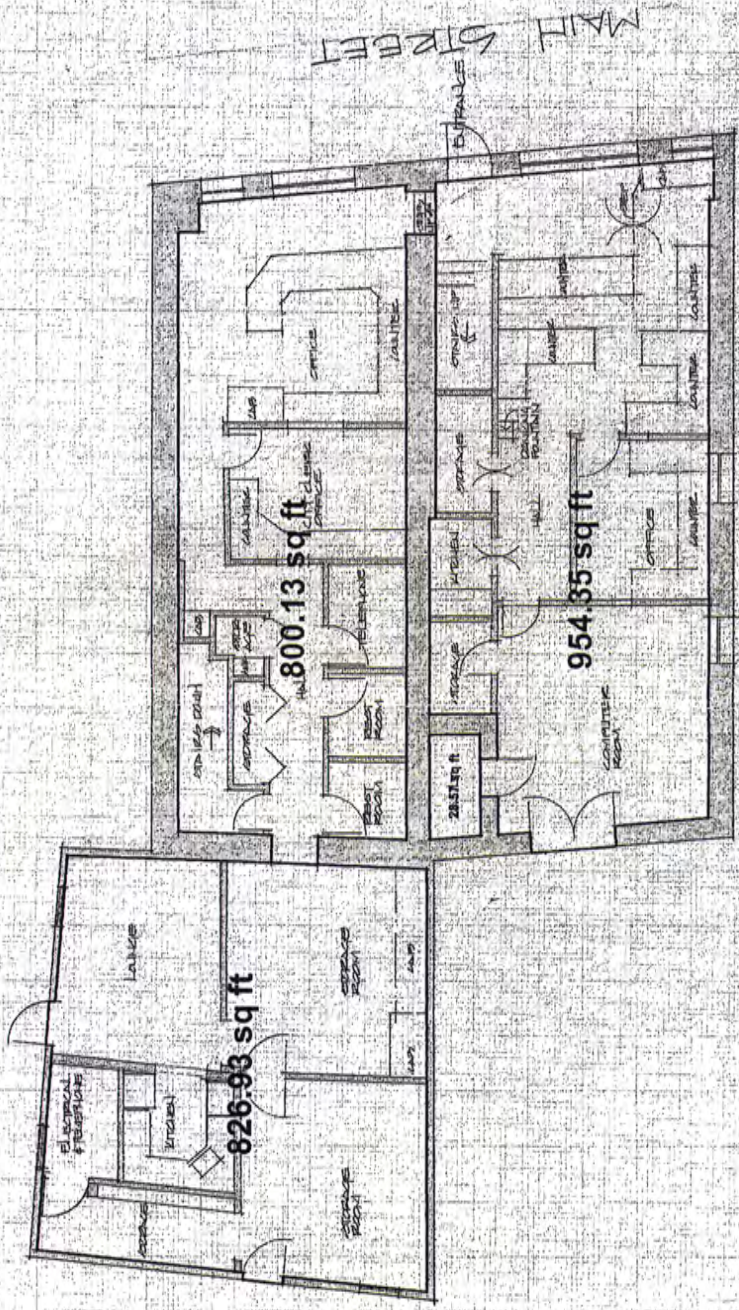
Attachment 1

Floor plans of Confidence Hall and Emigrant Jane



MAIN STREET

CITY HALL
 2ND FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 DATE: 10/10/07
 PJ



CITY HALL
1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"
DATE: 11/11/09
BY: [Signature]

Attachment 2

**Feasibility Study for the Rehabilitation of Old
City Hall Building 487 & 489 Main Street,
Placerville**

**Feasibility Study for the Rehabilitation of
Old City Hall Building
487-489 Main Street, Placerville**



Prepared by:
Burne Engineering Services, Inc.

December 31, 2015

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PROJECT OVERVIEW

Burne Engineering Services Inc. was hired by the City of Placerville to study the feasibility and associated cost of bringing the Old City Hall building, located at 487-489 Main Street in Placerville, into substantial compliance with the current CA Building Code requirements so that the City can make an informed decision regarding future use of this structure. The structure is currently vacant, with the exception of one tenant on the main level of 489 Main Street.

The Old City Hall is comprised of two 2-story buildings: Confidence Engine Company Hall, built in 1860 (487 Main St, on the west side) and Emigrant Jane Building, built in 1861 (489 Main St, on the east side). Confidence Engine Company Hall (the Confidence building) has walls constructed of unreinforced masonry, mortared stone, and plaster. The Emigrant Jane building shares a common mortared stone wall with the Confidence building, with the other walls being a combination of mortared stone, brick, and plaster. A reinforced concrete and timber addition was constructed on the North side of the Emigrant Jane building in the early 1900s. The floor and roof framing of the entire structure are timber.

The Confidence building is listed in the National Record of Historic Places. Given the age and historic value of both buildings, a key constraint of the analysis and development of alternatives is to maintain and preserve the building façades and elevations. This means that the unreinforced masonry shell will be preserved as either the structural system or the exterior veneer, so that the exterior aesthetics are unchanged.

This report is broken into two sections: (1) Structural Rehabilitation, and (2) Non-Structural Rehabilitation. The Construction Cost Estimate includes the items of work required to provide a warm shell for the City to seek tenants to occupy the building. Costs not included in the scope of this study are wall and floor finish materials, paint, interior partition walls, lighting, ducting of HVAC equipment, and site-specific electrical designs for any special equipment that may be required for future tenants. Also excluded are the restroom facilities, as the number of stalls and location of facilities will be dependent upon the proposed occupancy of the building. The concluding summary combines the costs of the preferred structural alternative and the non-structural items of work for a total cost for rehabilitation.

STRUCTURAL REHABILITATION

DESIGN CRITERIA AND ASSUMPTIONS

The governing codes used for analysis and retrofit design were the 2013 edition of the California Historic Building Code (2013 CHBC) and the 2013 edition of the California Existing Building Code (2013 CEBC). Additionally, the 2013 edition of ASCE 41 “Seismic Evaluation and Retrofit of Existing Buildings” was used as a reference during analysis. Given the current condition of the buildings, the level of service chosen for our analysis was to retrofit the buildings to meet minimum life safety requirements. The proposed retrofit of the building is designed to provide enough time for evacuation of occupants during a significant seismic event and to prevent collapse of the structure. However, potential damage to the structure caused by a significant ground motion may render the buildings non-operational after such an event.

Information used in the determination of feasible retrofit strategies includes field observation, review of previous non-destructive testing data, analysis, and consultation with masonry and steel specialists. The structural evaluation of the existing building is based on observation of framing and foundation elements that were accessible during field visits. Some of the existing conditions could not be verified by visual inspection and limited non-destructive tests; therefore, condition and configuration of unexposed portions of the structure was based on engineering judgement. Due to these approximations and assumptions, the costs for all alternatives include a 25% contingency.

The assumed Occupancy and associated floor live load for the upstairs suites is that of commercial office space, Occupancy Business Group B. It is important to note that Occupancies such as restaurants and bars (Assembly Group A-2) and retail stores (Mercantile Group M) require the floor framing and foundation to be designed for a larger floor live load than Business Group B. The main level floor areas are assumed to have the 100 psf Assembly Occupant floor live load. The cost to retrofit the floor framing and foundation to accommodate this load is included in the Construction Cost Estimate (in the Foundation and Framing items of work).

STRUCTURAL OBSERVATIONS

Based on visual observation of the existing exterior masonry walls, the buildings were determined to be seismically deficient. Additionally, issues were found with the vertical load carrying system. Specific items of concern are listed below; some photos associated with mentioned items of concern have been included in the next few pages for a clearer understanding of the condition of the structure.

- Cracks in the masonry walls [Figure 1]
- Deterioration of mortar joints in masonry (brick or stone) walls [Figure 2]

- Fire damage in the wood bed joints inset in the masonry walls [Figure 3]
- Collapsed chimney chute, voids in wall [Figure 3]
- Non-integrated closures at existing openings, lintel reconstruction needed [Figure 4]
- Lack of positive connection between walls and floor/roof diaphragms
- Walls pulling away from the floor/roof (up to 6" on the West wall) and bowing
- Unbraced parapets [Figure 5]
- Seismically inadequate floor and roof diaphragms



Figure 1: Large cracks in the west masonry wall.



Figure 2: Deteriorated bed and head joints in masonry walls.



Figure 3: Voids in wall at chimney area. Fire damage to inset timbers.



Figure 4: Door opening not integrated with lintel. Lintel to be reconstructed.



Figure 5: Unbraced roof parapet

PRELIMINARY STRUCTURAL FINDINGS

A Tier 1 analysis of the structure was performed, per ASCE 41 "Seismic Evaluation and Retrofit of Existing Buildings." This analysis consists of a checklist screening of critical elements of a building. Results indicate that the building is non-compliant in terms of complete load path, wall anchorage, transfer to shear walls, and diaphragm aspect ratios.

Further analysis based on 2013 CHBC and 2013 CEBC found the building to be non-compliant on similar grounds as the ASCE 41 criteria. In order to bring the buildings in substantial compliance with the life safety requirements of 2013 CHBC and 2013 CEBC, three retrofit alternatives were developed. Each alternative was analyzed and retrofit elements were sized for cost approximation purposes. The three alternative lateral (seismic) force resisting systems are unreinforced masonry (URM) shear walls, light-frame timber shear walls, and steel special moment frames used in combination with the URM shear walls. These alternatives are described in more detail in the following sections.

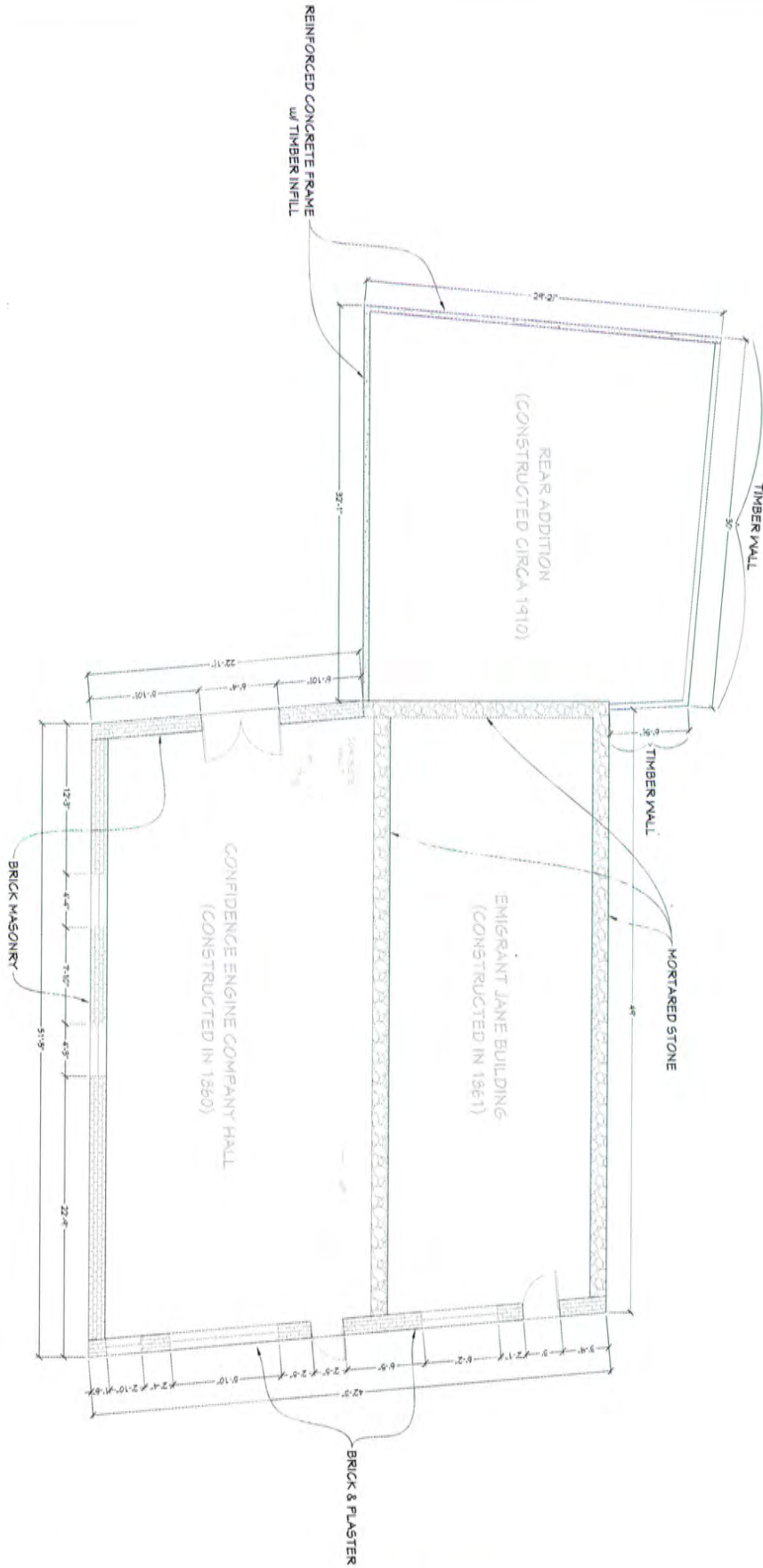
RETROFIT OPTIONS

Overview of Alternatives

The three proposed alternatives were selected based on constructability, construction cost, and minimizing impact to the existing building façades. The first option, URM shear walls, consists of fixing and maintaining the existing masonry walls as the main lateral force resisting system. The second option, timber shear walls, consists of new light frame shear walls on the inside face of the masonry walls as well as the addition of some new interior timber shear walls. In this scenario, the masonry walls would only act as veneer. The third option, steel special moment frames, combines new two story moment frames at the front and rear walls of the buildings with fixing and maintaining the existing masonry shear walls in the other direction.

The Building Layout, shown as Sheet 1 on the following page, gives a graphical representation of the existing building in order to better describe the retrofit alternatives. The retrofit measures for each alternative are superimposed on the building layout, on subsequent sheets, to show the location and limits of the retrofit measures. This layout is not depicted for each of the two floor levels individually since the retrofit measures are to be implemented for the full height of the building with limited variation between floors.





Independently of which of the three lateral force resisting system alternatives is chosen, there are some critical structural issues that will need to be addressed in all scenarios. The cracked and deteriorated portions of the masonry walls will need to be repointed and the cracked bricks will need to be replaced. The chimney chute in the west wall of the Confidence building will need to be filled with new masonry. The roof parapet will need to be braced and/or shortened. The floor and roof diaphragms will need to be sheathed on top of the existing sheathing. Additionally, the roof and floors will need to be anchored to the new or existing framing. All of the exterior landings and stairs may need to be removed and those required for exiting will need to be replaced with new code compliant exits. To simplify the graphical representation of each alternative, these common measures are shown as Sheet R0 and are applicable to all three options.



BUILDING LAYOUT

SCALE: 3/4" = 1'-0"

NOTE: INTERIOR WALLS NOT SHOWN.
EXTERIOR WINDOWS AND DOORS
ON MAIN LEVEL ARE SHOWN.

- WALL LEGEND**
-  (E) TIMBER
 -  (E) REINFORCED CONCRETE w/ TIMBER INFILL
 -  (E) UNREINFORCED BRICK MASONRY
 -  (E) UNREINFORCED MORTARED STONE





BUILDING LAYOUT
OLD CITY HALL BUILDING
487-489 MAIN STREET
PLACERVILLE, CA 95667

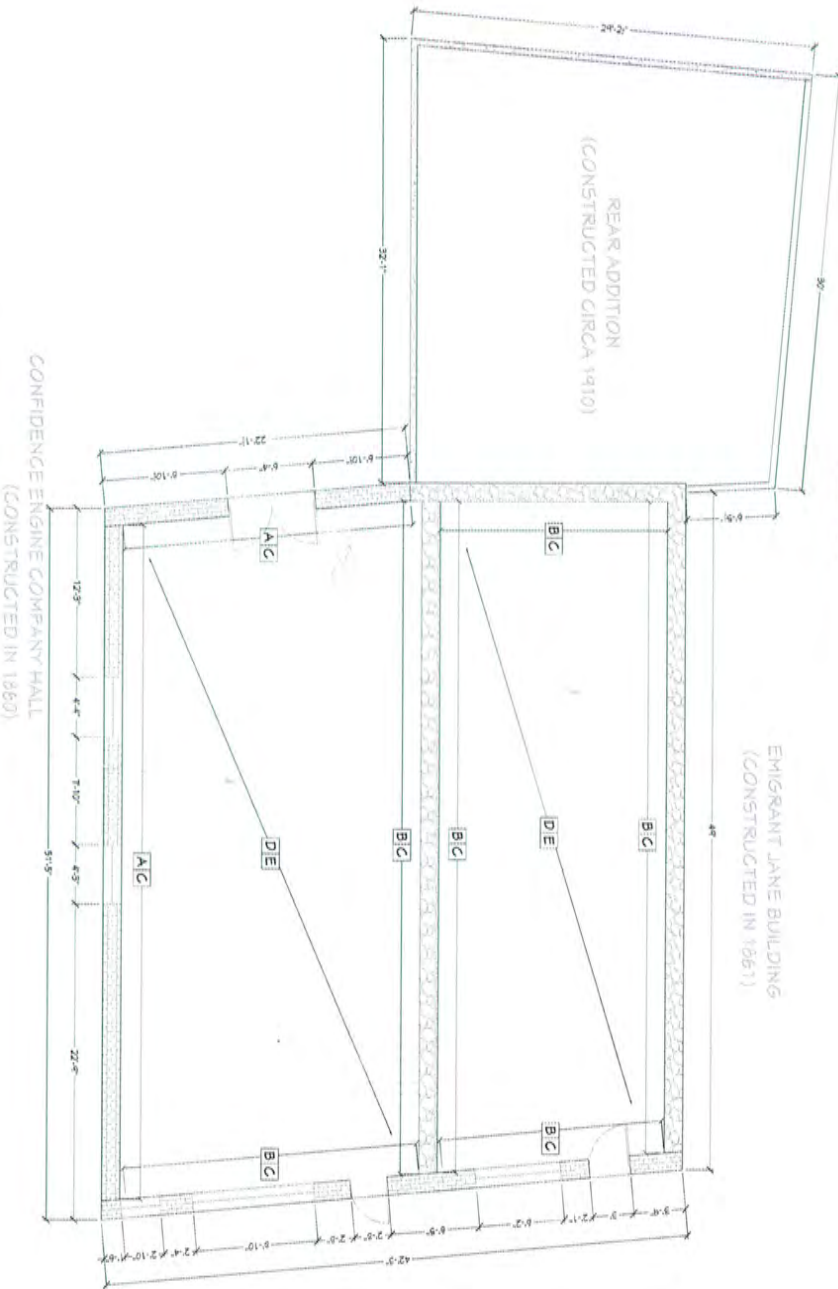




- ALL STRUCTURAL REHABILITATION OPTIONS INCLUDE THE FOLLOWING MEASURES:
- A** RE-POINT (E) EXTERIOR WEST AND SOUTH WALLS OF CONFIDENCE BUILDING FROM BOTH SIDES OF THE WALL. INFILL / RECONSTRUCT VOIDS IN WEST WALL AT FIREPLACE CHIMNEY. POINTING SHALL BE DONE IN ACCORDANCE WITH UNIFORM BUILDING CODE STANDARD 21-3. SEE OPTION 1: URM RETROFIT STRATEGY-1 SHEET.
 - B** RE-POINT OTHER WALLS & FOUNDATION AS REQ'D PER RESULTS OF TESTING.
 - C** BRACE PORTIONS OF (E) ROOF PARAPET EXCEEDING 18" ABOVE TOP OF ROOF FRAMING. RE-POINT / REPLACE / REMOVE PORTIONS OF PARAPET AS REQUIRED.
 - D** REMOVE ROOF COVERING. PROVIDE NEW ROOF SHEATHING AND CORRECT ROOF DRAINAGE SYSTEM PRIOR TO PLACEMENT OF NEW ROOF COVERING.
 - E** ADD NEW PLYWOOD OVER (E) FLOOR SYSTEMS TO STRENGTHEN FLOOR DIAPHRAGMS.

WALL LEGEND

-  (E) TIMBER
-  (E) REINFORCED CONCRETE w/ TIMBER INFILL
-  (E) UNREINFORCED BRICK MASONRY
-  (E) UNREINFORCED MORTARED STONE



COMMON MEASURES FOR ALL THREE OPTIONS

SCALE 1/2" = 1'-0"

COMMON MEASURES FOR ALL THREE OPTIONS
 OLD CITY HALL BUILDING
 487-489 MAIN STREET
 PLACERVILLE, CA 95667



RO

Option I: Rehabilitate and Strengthen Existing URM Shear Walls

This option, shown on Sheet R1, consists of using the existing URM walls as both the vertical and lateral load carrying system. In addition to the upgrades common to all alternatives, mentioned above, this alternative would require the following retrofit measures:

- Prior to repointing of the west and south brick walls of the Confidence building, perform in-situ non-destructive testing in accordance with 2013 CEBC Section A106.3 of the other masonry walls in order to determine the strength of the masonry for each wall. Based on results from these tests, the extent of repointing required in these walls, if any, will be determined. Additionally, the required total thickness of the front wall can be established.
- Following the repointing and brick repair of the west and south brick walls of the Confidence building perform non-destructive testing on these walls, per 2013 CEBC Section A106.3. These test results would determine if thickening of the rear wall is also required.
- Thicken the front wall by 8-12 inches at both floor levels, from the foundation to the bottom of the roof framing. This would involve widening the foundation of the front wall and adding two or three wythes to the inside face of the existing front walls.
- Anchor the masonry walls to the floor and roof diaphragms around the perimeter of both buildings and at the common wall.
 - The anchorage of the exterior walls to the roof and floor diaphragms will be achieved by connecting a threaded rod through the wall to a hold down bracket attached to the floor joists/roof rafters. These anchors would need 6" X 6" plates on the outside face of the masonry wall at the floor and roof levels. Alternatively, these plates can be substituted by a continuous steel "band" that wraps around the building.
 - The anchors along the front wall will be drilled and epoxied or mortared from the inside only, and stopped short of the exterior face of the wall, so that the architectural finish of this wall face is not damaged.
 - At the common wall, the anchors will be drilled and epoxied from each side and stopped short of protruding the wall.
- Provide improved bearing for the floor systems along the west wall of the Confidence building. This wall, which provides a bearing seat for the floor and roof framing, is bowed out of plane as much as 4" in the center portion of the wall. The bearing seat width is decreased since the wall is moving outward. The URM alternative and the Steel Moment Frame alternative both utilize this wall to carry vertical and lateral loads. Both of these options will need this retrofit measure, which includes a new foundation on the inside of the west wall and timber stud walls supporting the floor and roof framing. After the

masonry repair, it may be feasible to eliminate the need for a new foundation and install a ledger to the inside face of the masonry wall for improved seat width.

The Retrofit Strategy for Option I is depicted graphically on the next page.



**UNIFORM BUILDING CODE STANDARD 21-8
POINTING OF UNREINFORCED MASONRY WALLS**

See Appendix Chapter 1, Section A1 06.3.3.2, *Uniform Code for Building Conservation*
Note: See Appendix Chapter A1, Section A103 and A106.3.3.9, *California Existing Building Code*.

Section 21.801 — Scope

Pointing of deteriorated mortar joints when required by the *Final Form Code for Building Conservation (California Existing Building Code)* shall be in accordance with this standard.

Section 21.802 — Joint Preparation

The old or deteriorated mortar joint shall be cut out, by means of a chisel and/or nonimpact power tool, to a uniform depth of 1/2 inch (19 mm) until sound mortar is reached. Care shall be taken not to damage the brick edges. After cutting is complete, all loose material shall be removed with a brush, air or water stream.

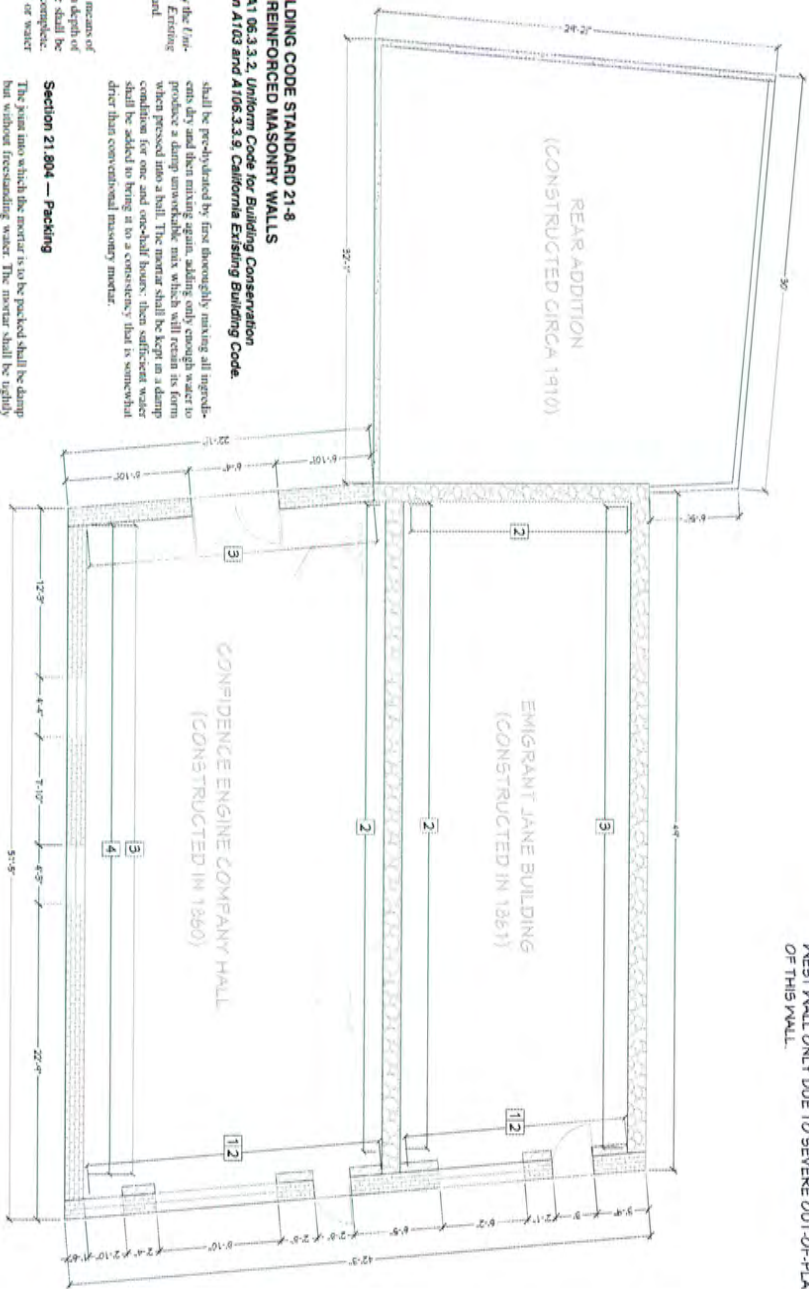
Section 21.803 — Mortar Preparation

The mortar mix shall be Type N or Type S, proportioned as required by the construction specifications. The pointing mortar

shall be pre-hydrated by first thoroughly mixing all ingredients dry and then mixing again, adding only enough water to produce a damp unworkable mix which will retain its form when pressed into a ball. The mortar shall be kept in a damp condition for one and one-half hours; then sufficient water shall be added to bring it to a consistency that is somewhat drier than conventional masonry mortar.

Section 21.804 — Packing

The joint into which the mortar is to be packed shall be damp but without free-standing water. The mortar shall be tightly packed into the joint in layers not exceeding 1/2 inch (6.4 mm) in depth until it is filled; then it shall be tooled to a smooth surface to match the original profile.



RETROFIT MEASURES

(IN ADDITION TO MEASURES SHOWN ON SHEET R0)

- 1 THICKEN FRONT WALL WITH 23 ADDITIONAL PLYTHES OF MASONRY.
- 2 ADD ANCHORS AT BOTH FLOORS AND ROOF DIAPHRAGM. INSTALL FROM INSIDE FACE ONLY.
- 3 ADD ANCHORS THROUGH MASONRY WALLS w/ 6x6 PLATES ON OUTSIDE FACE OF WALL AT BOTH FLOORS & ROOF DIAPHRAGM. OPTION TO USE CONTINUOUS STEEL BAND ON OUTSIDE WALL IN LIEU OF INDIVIDUAL PLATES.
- 4 PROVIDE NEW FOUNDATION AND TIMBER WALLS TO PROVIDE SUPPORT FOR (E) FLOOR & ROOF FRAMING WHERE 2" MIN BEARING IS NOT PROVIDED BY (E) BRICK WALL. THIS IS REQUIRED AT THE WEST WALL ONLY DUE TO SEVERE OUT-OF-PLANE DEFORMATION OF THIS WALL.

FIGURE A: UBC STANDARD 21-8

NOT TO SCALE

OPTION 1: REHABILITATE & STRENGTHEN EXISTING URM SHEARWALLS

SCALE: 1/4" = 1'-0"

WALL LEGEND

- (E) TIMBER
- (E) REINFORCED CONCRETE w/ TIMBER INFILL
- (E) UNREINFORCED BRICK MASONRY
- (E) UNREINFORCED MORTARED STONE
- NEW MASONRY PLYTHES

OPTION 1: URM RETROFIT STRATEGY
OLD CITY HALL BUILDING
487-489 MAIN STREET
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R1

Option II: Construct New Timber Shear and Bearing Walls

This option, shown on Sheet R2, consists of adding new sheathed timber stud walls along the interior face of the masonry walls to basically replace the masonry walls as the new bearing wall and lateral force resisting system. The masonry walls then become a veneer for the new structural system. In addition to the upgrades common to all alternatives, mentioned above, this alternative would require the following retrofit measures:

- Construct a new foundation on the inside of the existing perimeter foundation of the building. Construct new footings adjacent to the common mortared stone wall, on both sides of the wall.
- Construct new timber walls with plywood sheathing on the inside of the perimeter of the entire building, and on both sides of the common mortared stone wall. These new walls will carry the floor and roof framing.
- Construct a new foundation and new interior timber shear walls, as shown on Sheet R2, to carry the lateral (seismic) forces. This is the only alternative that requires interior shear walls due to the limited strength of the timber shear walls relative to the steel and masonry capacity.
- Anchor the masonry walls to the new timber walls with light gage anchor ties @ 24" on center horizontally and vertically. The larger anchors with plate washers at the roof and floor diaphragm levels are not required for this alternative, since the roof and floor framing will be bearing on and connected to the new timber walls, rather than bearing on the masonry.

The Retrofit Strategy for Option II is depicted graphically on the next page.



- RETROFIT MEASURES**
(IN ADDITION TO MEASURES SHOWN ON SHEET R0)
- 1 CONSTRUCT NEW FOUNDATION FOR NEW TIMBER BEARING AND / OR SHEARWALLS
 - 2 CONSTRUCT NEW 2x STUD WALLS WITH PLYWOOD SHEATHING, HARDWARE & HOLDINGS PER SHEARWALL SCHEDULE. SEE FIGURE A* FOR CONCEPT.
 - 3 ANCHOR (E) MASONRY TO NEW WALLS AT 24" OC HORIZONTALLY AND VERTICALLY.

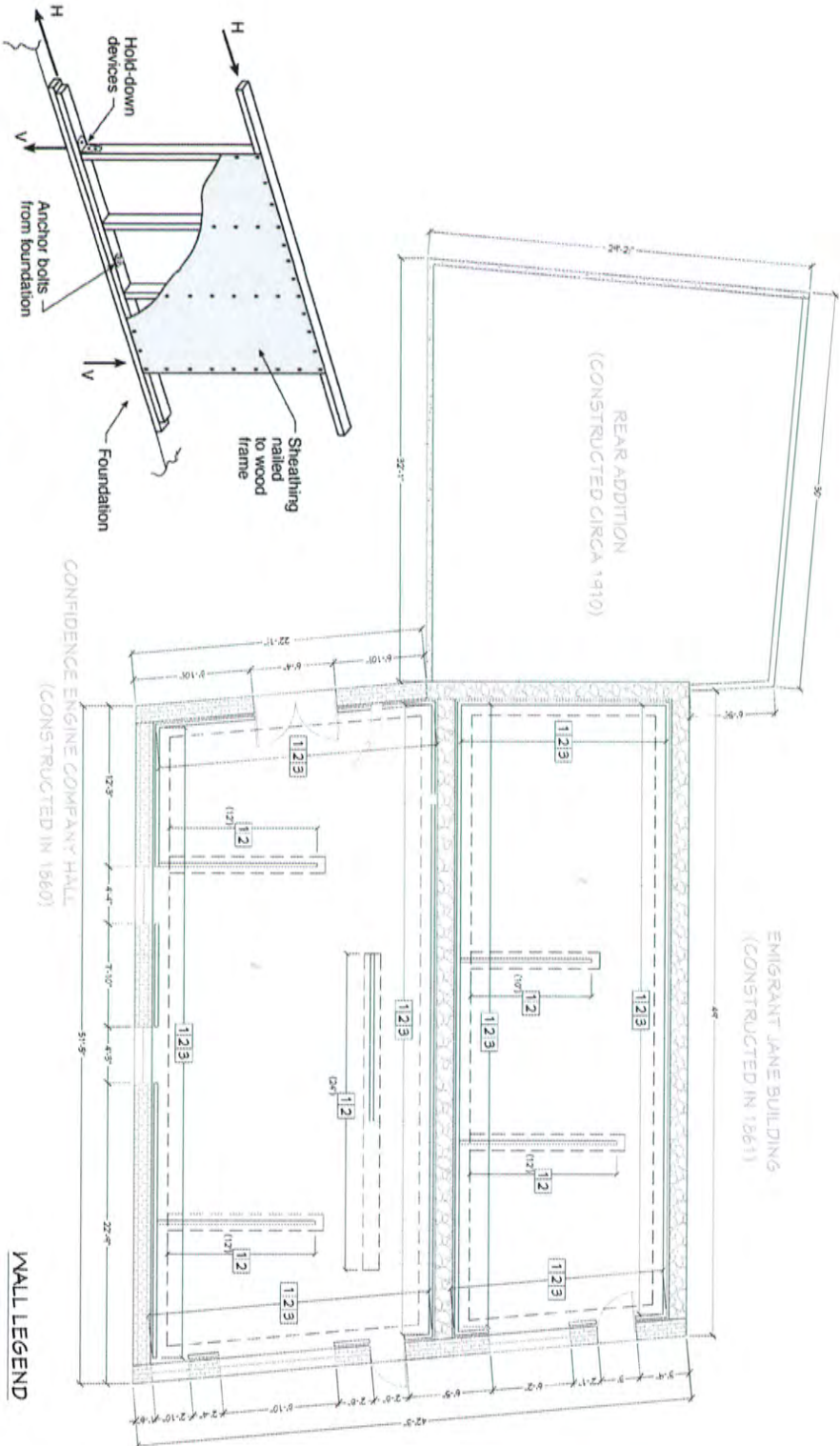


FIGURE A: TIMBER SHEARWALL CONCEPT
NOT TO SCALE

OPTION 2: NEW TIMBER SHEARWALLS
SCALE 3/4" = 1'-0"

WALL LEGEND

- (E) TIMBER
- (E) REINFORCED CONCRETE w/ TIMBER INFILL
- (E) UNREINFORCED BRICK MASONRY
- (E) UNREINFORCED MORTARED STONE
- NEW TIMBER WALLS AND NEW FOUNDATION

OPTION 2: TIMBER RETROFIT STRATEGY
OLD CITY HALL BUILDING
487-489 MAIN STREET
PLACERVILLE, CA 95667



R2

Option III: Construct New Steel Special Moment Frames

This option, shown on Sheet R3, consists of adding four new steel special moment frames at the front and rear walls of both the Confidence and Emigrant Jane buildings, while maintaining the perpendicular URM walls as the vertical and lateral force resisting system for the structure. In addition to the upgrades common to all alternatives, mentioned previously, this alternative would require the following retrofit measures:

- Construct new large spread footings and grade beams on the inside of the existing front and rear wall foundation of the building.
- Erect new two-story moment frames after removing a few feet of the roof and floor framing members adjacent to the front and rear exterior walls. Steel members would need to be placed using a crane from the top of the building.
- Anchor the masonry walls to the floor and roof diaphragms along the bearing walls of both buildings (east and west walls) and at the common wall.
 - The anchorage of the exterior walls to the roof and floor diaphragms will be achieved by connecting a threaded rod through the wall to a hold down attached to the floor joists/roof rafters. These anchors would need 6" X 6" plates on the outside face of the masonry wall at the floor and roof levels. Alternatively, these plates can be substituted by a continuous steel "band" that wraps around the building.
 - The anchors along the common wall will be drilled from the inside only, and stop short of the exterior face of the wall, so that the architectural finish of this wall is not damaged.
- Construct new timber infill walls within the steel moment frames (around existing door and window openings) along the front and rear walls in order to anchor the masonry veneer to the new wall at 24" oc horizontally and vertically.
- Provide improved bearing for the floor systems along the west wall of the Confidence building. As described in Option I, this wall is bowed out of plane as much as 4" in the center portion of the wall. The bearing seat width is decreased since the wall is moving outward. This retrofit measure would include a new foundation on the inside of the west wall and timber stud walls supporting the floor and roof framing. After the masonry repair, it may be feasible to eliminate the need for a new foundation and install a ledger to the inside face of the masonry wall for improved seat width.

The Retrofit Strategy for Option III is depicted graphically on the next page.

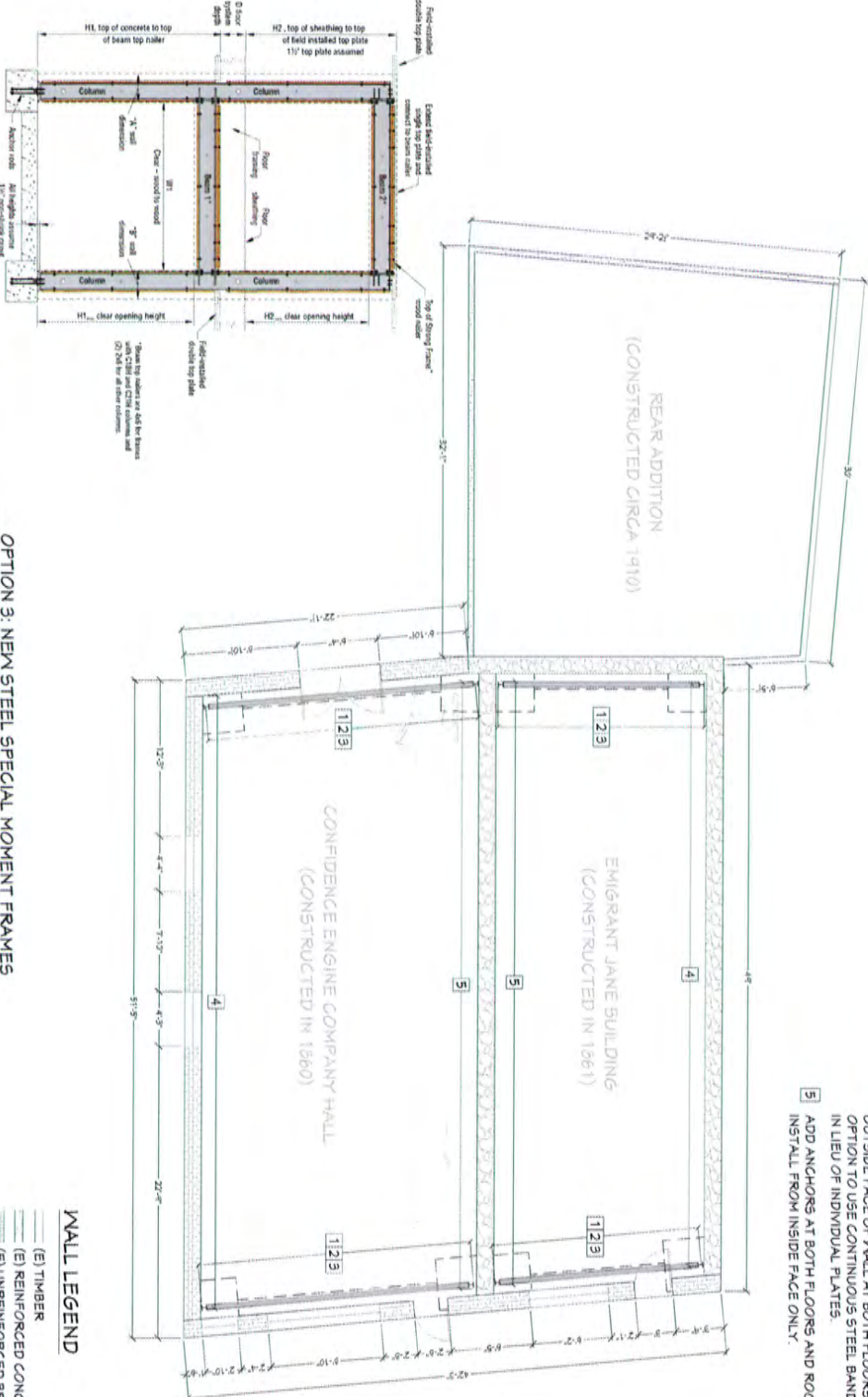


FIGURE 1: TWO STORY MOMENT FRAME CONCEPT
NOT TO SCALE

OPTION 3: NEW STEEL SPECIAL MOMENT FRAMES
SCALE: 1/8" = 1'-0"

MALL LEGEND

- (E) TIMBER
- (E) REINFORCED CONCRETE w/ TIMBER INFILL
- (E) UNREINFORCED BRICK MASONRY
- (E) UNREINFORCED MORTARED STONE
- NEW STEEL MOMENT FRAMES

RETROFIT MEASURES
(IN ADDITION TO MEASURES SHOWN ON SHEET R0)

1. ERECT NEW STEEL MOMENT FRAMES INSIDE OF THE EXISTING FRONT AND REAR WALLS.
2. CONSTRUCT NEW SPREAD FOOTING AT FRAME COLUMNS WITH GRADE BEAM CONNECTING THEM.
3. INFILL FRAME AREA WITH TIMBER STUD WALLS BETWEEN WINDOW AND DOOR OPENINGS IN ORDER TO ANCHOR MASONRY AS A VENEER @ 24" OC HORIZONTALLY & VERTICALLY.
4. ADD ANCHORS THROUGH MASONRY WALLS w/ 6x8 PLATES ON OUTSIDE FACE OF WALL AT BOTH FLOORS & ROOF DIAPHRAGM. OPTION TO USE CONTINUOUS STEEL BAND ON OUTSIDE WALL IN LIEU OF INDIVIDUAL PLATES.
5. ADD ANCHORS AT BOTH FLOORS AND ROOF DIAPHRAGM. INSTALL FROM INSIDE FACE ONLY.

OPTION 3 STEEL RETROFIT STRATEGY
OLD CITY HALL BUILDING
487-489 MAIN STREET
PLACERVILLE, CA 95667



COST ANALYSIS FOR STRUCTURAL REHABILITATION

Basis for Analysis

A Structural Cost Estimate (SCE) was developed for each proposed alternative. These SCEs should be considered as preliminary estimates. The cost estimate will be refined as the construction documents for the preferred alternative are further developed.

The SCEs presented in this report are generated using work-item estimates and are limited to work-items related to the structural rehabilitation of the unlit, unwarmed building shell. Each work-item is broken down to tasks and the costs associated with the task. The SCEs are generated based on current construction costs, prevailing wages, constructability, and aesthetic considerations. The work-items considered for each alternative are listed below:

- General Set-up, Demo, and Disposal
- Staging, Scaffolding
- Foundation
- Masonry rehabilitation
- Anchorage to masonry
- Structural framing, seismic retrofit
- Roofing

In order to cover costs that may result from incomplete design information, unforeseen and unpredictable conditions, or other uncertainties related to the project and its historical nature, a 25% contingency is added to the estimates.

Comparison of Structural Alternatives

The SCEs for each alternative are summarized in Table 1 below. A detailed breakdown of the tasks and associated estimated man hours, as well as material and labor costs for each alternative, was provided in Appendix A of the Draft Structural Rehabilitation Alternatives Report dated June 2015. It is not included again in this report.

Table 1 - Itemized Cost Comparison for alternatives

Item	Cost per alternative		
	URM	Timber	Steel
General	\$ 35,757	\$ 70,543	\$ 60,283
Staging	\$ 14,400	\$ 14,400	\$ 14,400
Foundation	\$ 19,438	\$ 65,410	\$ 25,429
Masonry Rehabilitation	\$ 155,640	\$ 105,640	\$ 105,640
Anchorage to Masonry	\$ 219,360	\$ 66,939	\$ 169,279
Structural Framing	\$ 66,224	\$ 216,312	\$ 228,894
Roofing	\$ 105,000	\$ 105,000	\$ 105,000
Restore Front Exterior Balcony	\$ 60,000	\$ 60,000	\$ 60,000
Job Site Supervision (5%)	\$ 30,790	\$ 32,211	\$ 35,445
Contractor OH/Profit (15%)	\$ 96,988	\$ 101,465	\$ 111,652
Contingency (25%)	\$ 185,894	\$ 194,475	\$ 214,001
TOTAL	\$1,010,000	\$1,055,000	\$1,150,000

As shown in the table above, the option of maintaining and upgrading the existing URM walls as the main vertical and lateral load resisting system is the least expensive structural alternative.

STRUCTURAL ALTERNATIVE RECOMMENDATIONS

After careful evaluation of the alternatives on the basis of cost, constructability, and preservation of the aesthetic appearance of this historic structure, rehabilitating and strengthening of the existing URM walls appears to be the preferred structural alternative. This alternative is the easiest to construct, with respect to staging and impact to the parking lot and surrounding pedestrian and vehicular traffic. Use of the masonry walls minimizes the decrease in the existing usable floor area since new walls or frames are generally not required to be constructed on the inside face of the existing masonry. It is important to note that the URM alternative does impact the exterior aesthetics of the building due to the addition of the steel anchoring plates or steel band required to be placed at the roof and floor levels. However, if this item emerges as a major issue from the City's review, an alternative to drill and epoxy a greater number of anchors can be developed (anchors attached from the inside only, eliminating the need for exterior plates) or the shape of the plate can be varied to resemble architectural features of the era.

Although further material testing and a more detailed structural analysis are required prior to determination of the actual construction cost estimates, we expect this alternative to remain the most constructible and cost effective.

NON-STRUCTURAL REHABILITATION

SITE OBSERVATIONS

There are two distinctly separate buildings that share a common interior wall: the Emigrant Jane Building and the Confidence Engine Building, referred to here as the Emigrant Building and the Confidence Building accordingly. All square footage is approximate, taken from rough field measurements. The Confidence Building is two-stories with a floor area of 1210 ft² on each level. The Emigrant Building is also two-stories and has a floor area of 920 ft² plus an 870 ft² addition on each level. The approximate gross square footage is 6000 ft², which is measured from the outside face of the exterior walls. The finished floor elevations of each of the buildings are not at the same height, with the Confidence Buildings sitting approximately 24 inches lower at the first floor level and approximately 13 inches lower at the second level than the Emigrant Building. The Confidence Building has a raised landing at the front (South) portion of the space that is approximately 7 inches above the finished floor of the remainder of the space. The bottom of the stair case to the upper level space begins on that raised landing. There is an opening in the common wall between the buildings at the bottom of the stairs (first floor level) that has been partially covered over, but still has three risers leading to the Emigrant Jane building. There is an interior staircase which services both buildings starting at the landing of the Confidence Building leading to the second floor. Access is provided between the two buildings on the second floor via two risers from the Confidence Building to the Emigrant Building. The fact that the two separate buildings are connected and have access openings at the common wall may prove to be an asset to the accessibility solutions for the proposed tenant space because they may be able to share egress and exit facilities, but the difference in the finished floor elevations between the two buildings creates additional obstacles in providing accessibility to the exit facilities.

The Confidence Building has two entrance doors. The south entrance door located on Main Street has a step up from the public sidewalk to the interior finished floor elevation and is recessed more than 8 inches in from the exterior wall. The rear (north) door is at the floor level and has a drop off after the threshold to a brick landing below. At the end of the landing there is another step down leading to an excessive slope on the parking area.

The Emigrant Building has three egress doors. The front door facing Main Street is an in-swinging door with a step into a recessed landing that varies in height because of the sloping public sidewalk. A side (east) exit door is provided which currently provides disabled people access. From this door there is a side path of travel down the drive aisle to access Main Street. There is a third exit door at the rear (north) of the building. This door is approximately 36 inches above the parking surface. A stairway is provided to this door although the stairway has no exterior landing. The Emigrant Building also has an exterior staircase that connects to the exterior path of travel on the lower floor. On the second floor there is a landing that services 2 doors into the building.

There are 3 existing restrooms. The Confidence Building has a single accommodation restroom. The Emigrant Building has a separate men's and women's facility.

From the second floor of the Emigrant Building there is a small staircase leading to the attic. The attic has been insulated with batt insulation and the batt insulation has been installed with direct contact to the roof sheeting without the required 1 inch air space.

The buildings currently have HVAC equipment. The equipment is located in the attic of the Confidence Building and in the basement of the Emigrant Building.

The electrical panels serving both buildings and the public restrooms are located in the northeast corner of the Emigrant Building.

Currently there are no fire sprinklers in the building.

FIRE AND LIFE SAFETY

PRELIMINARY OBSERVATIONS: The existing buildings do not comply with current fire and life safety code. Below is a list of the significant issues that will need to be addressed before the space can be leased.

- There are 5 egress doors on the lower floor. Only the side entrance of the Emigrant Building appears to meet legal requirements for fire and life safety exits.
- Interior and exterior staircases do not meet current code standards.
- The buildings lack the minimum number of exit doors.
- Exit facilities are located too closely together and do not provide sufficient second floor egress.
- A Fire Sprinkler System is not presently installed.

RECOMMENDATIONS: In order to comply with current accessibility code requirements, the proposed solution to creating the minimum number of fire exits is to build a new exit landing in the rear of the building that would serve as the primary entrance to the building. This solution is explained in more detail in the accessibility recommendations section. The interior staircase will need to be rebuilt with a new landing. A ramp will need to be installed on the second floor to provide access between the different finished floor elevations of the two buildings, or one of the floors may be reframed or furred-up so that the upper floor elevations match. Since the current exterior staircase is located too close to the internal staircase to be considered a legal second exit, our recommendation is to remove the current exterior staircase and rebuild a new exterior staircase at the rear of the building connecting to the rear landing.

A Fire Sprinkler System will need to be designed and installed to serve all proposed tenant spaces.

ACCESSIBILITY

PRELIMINARY OBSERVATIONS: The existing buildings do not meet accessibility code requirements. Both the Confidence Building and the Emigrant Building have issues involving path of travel, entrance and egress, restroom accommodations, and parking. The following items need to be addressed prior to leasing the tenant spaces:

CONFIDENCE BUILDING:

- 1) Accessible Entrance and Egress:
 - a. Main Street Entrance:
 - i. Lip greater than ½ inch.
 - ii. Elevation change at entrance.
 - iii. Insufficient maneuvering space.
 - b. Rear entrance:
 - i. Elevation change at entrance.
 - ii. Insufficient maneuvering space.
- 2) Accessible Restroom Accommodations:
 - a. Currently a restroom is provided on the main level but it does not meet accessibility standards.
- 3) Parking:
 - a. Accessible parking is provided in the public parking lot but it does not comply with current accessibility standards.
- 4) Path of Travel:
 - a. Exterior:
 - i. The exterior path of travel from the parking spaces is not identified.
 - ii. The path of travel along Main Street via the public sidewalk is non-compliant because of excessive slope.
 - iii. There is also a step up to the entrance alcove that is non-compliant.
 - iv. There is no current accessible path of travel to the rear entrance of the Confidence Building because of excessive slope issues and the current brick landing with a vertical change greater than a ½ inch.
 - b. Interior:
 - i. Travel between the two buildings does not comply because of the change in level from one building to the next.
 - ii. The current staircase is non-compliant because of the current riser height, the handrails, and the lack of warning striping.

EMIGRANT JANE BUILDING:

- 1) Accessible Entrance and Egress:
 - a. Main Street Entrance:
 - i. Lip greater than ½ inch.
 - ii. Insufficient maneuvering space.
 - b. Side entrance:
 - i. Upon visual observation it appears to be a compliant entrance. Measurements were not taken to confirm compliance.
 - c. Rear entrance
 - i. Lack of landing at the stairs.
 - ii. Insufficient maneuvering space.
- 2) Accessible Restroom Accommodations:
 - a. Both the men's and women's restrooms do not have sufficient space for compliance.
- 3) Parking:
 - a. Accessible parking is provided in the public parking lot but it does not comply with current accessibility standards.
- 4) Path of Travel:
 - a. Exterior Path of Travel:
 - i. No identified path of travel from parking spaces.
 - ii. Excessive slope along path of travel to front entrance via public sidewalk.
 - iii. Step up to the entrance alcove along Main Street.
 - iv. There is a marked path of travel to the side door of the Emigrant Building but the door itself is marked with a no-entrance sign. There is no detectable warning tile between the path of travel and the drive aisle.
 - v. There is no accessible path of travel to the rear entrance of the Emigrant Building because of the non-compliant staircase to the door.
 - vi. The exterior staircase located along the side of the Emigrant Building is also non-compliant because the width is insufficient, the risers are too high, warning striping is not present, and the handrails are not compliant.
 - b. Interior Path of Travel
 - i. Non-compliant change in level between the two buildings.
 - ii. Less than 36" minimum width in hallway.

ACCESSIBILITY CODE REFERENCES:

Listed below are the relevant code sections from which we based our opinions:

Historic Buildings: Defined by the 2013 California Building Code as, "Buildings that are listed or eligible for listing in the National Register of Historic Places or designated as historic under an appropriate state or local law. CCR Title 24 Part 8

Basic Provisions: Defined by the 2013 California Historic Code, "8-602.2 Alternative provisions. If the historical significance or character-defining features are threatened, alternative provisions for access may be applied pursuant to this chapter..."

Alternatives: Defined by the 2013 California Historic Code, "8-603.1 Alternative minimum standards. The alternative minimum standards for alterations of qualified historic building or facilities are contained in Section 4.1.7(3) of ADA Standards for Accessible Design, as incorporated and set forth in federal regulation 28 C.F.R. pt. 36."

Entry: Defined by the 2013 California Historic Code, "8-603.2 Entry. These alternatives do not allow exceptions for the requirement of level landings in front of doors, except as provided in Section 8-603.4. 1) Access to any entrance used by the general public and no further than 200 ft. from the primary entrance 2) Access at any entrance not used by the general public but open and unlocked with directional signs at the primary entrance and as close as possible to, but no further than 200ft from, the primary entrance. 3) The accessible entrance shall have a notification system. Where security is a problem, remote monitoring may be used.

Toilet Rooms: Defined by the 2013 California Historic Code, "8-603.5 Toilet Rooms. In lieu of separate-gender toilet facilities as required in the regular code, an accessible unisex toilet facility may be designated."

Elevator: Defined by the 2013 California Building Code, "11B-206.2.3 Multi-story buildings and facilities, At least one accessible route shall connect each story and mezzanine in multi-story buildings and facilities." There are exceptions to this code, but they only apply to privately funded buildings. Since this project will be owned and leased by a public entity it does not fall under any of the exceptions and therefore must have an elevator to provide access to the second floors.

RECOMMENDATIONS: Our recommendation is to keep the Main Street entrance as-is, so as not to diminish the historic character of the building as viewed from Main Street. We suggest creating an accessible entrance in the rear of the Confidence building where the current entrance door exists. We suggest building a patio so the area can serve as an exit for both the Confidence Building and the Emigrant Building by creating a new entrance door along the rear side of the building. We have provided a Conceptual Site Plan (Sheet A1, included in the

following pages of this report) to illustrate these recommendations as one possible accessibility alternative. Signage will need to be provided at the Main Street entrance to inform disabled patrons the accessible entrance is located elsewhere. We have included costs for a civil engineer to survey the current parking lot and then reconfigure the space to include accessible parking located along an accessible path to Main Street and to the rear entrances of the buildings. A ramp would need to be installed from the new patio to the accessible parking spaces. A new bathroom will need to be configured as part of the tenant buildout/ tenant improvements for both buildings.

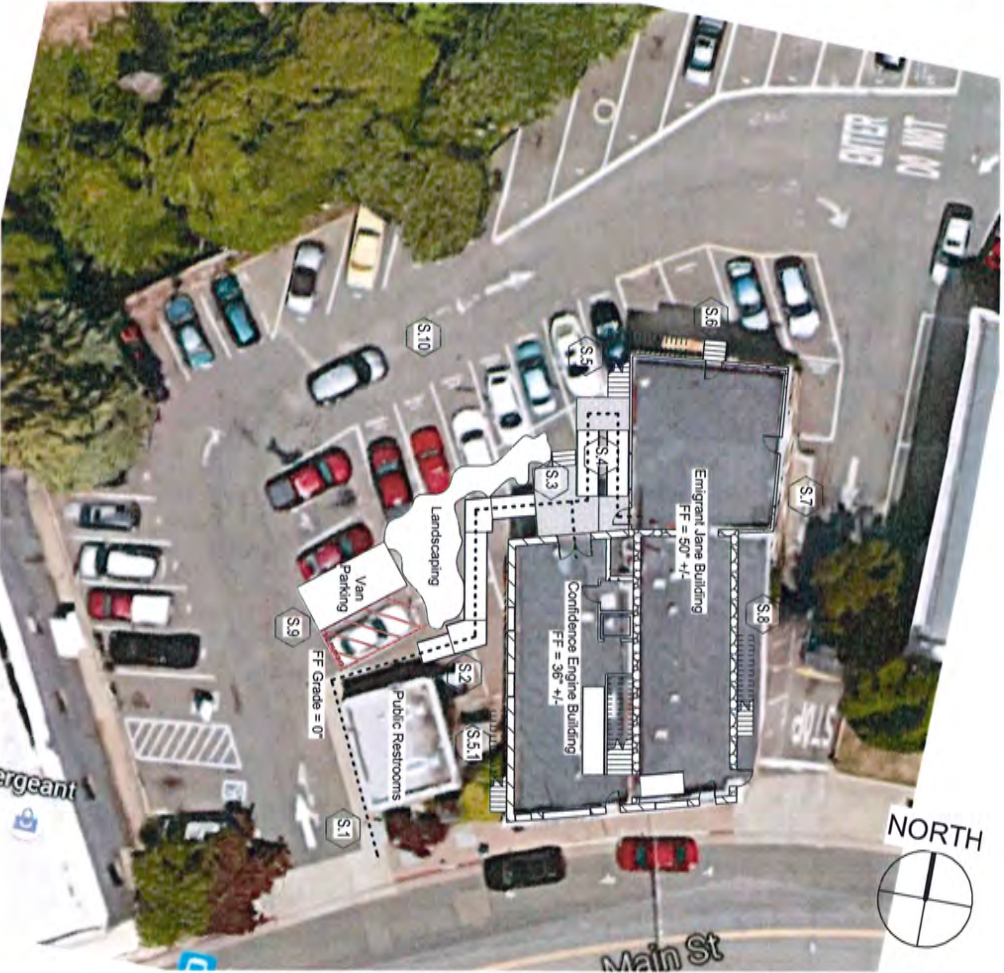
Conceptual Main and Upper Level Floor Plans (Sheets A2 and A3, found on the following pages of this report) are included to illustrate the accessibility issues and provide a possible alternative to bring the buildings in compliance with current building code accessibility requirements. There are many solutions to the non-compliance issues, all of which are highly dependent upon the type of businesses that will occupy the tenant space. Accessibility requirements are a function of the Occupancy of the space.

Site Level - Notes

Key	Notes
S.1	Accessible Path of Travel.
S.2	Ramp [Parking level to new brick landing @ Confidence Engine Building "City Hall" Entrance.
S.3	Confidence Engine Building "City Hall" Landing.
S.4	Ramp (Confidence Engine Bldg to Emigrant Jane Bldg).
S.5	New Exterior Exit Stair.
S.5.1	New Exterior Exit Stair. (Alternate location).
S.6	Existing door and stair from Main level to be removed.
S.7	Existing accessible Path of Travel to side door to be abandoned. (Alternative to make improvements providing a curb or detectable warning between vehicular and pedestrian paths).
S.8	Existing exterior stairs to Upper Level of Emigrant Jane Building to be removed (if rear stair is added) or reconstructed if exterior stair is added to side of Confidence Engine Bldg).
S.9	New "Van" accessible parking space.
S.10	Recontour, pave, and stripe parking lot.



"City Hall" Doors



Site Plan

1
A1
1" = 20'-0"

Set: Feasibility Study Sheet Title: Site Plan
--

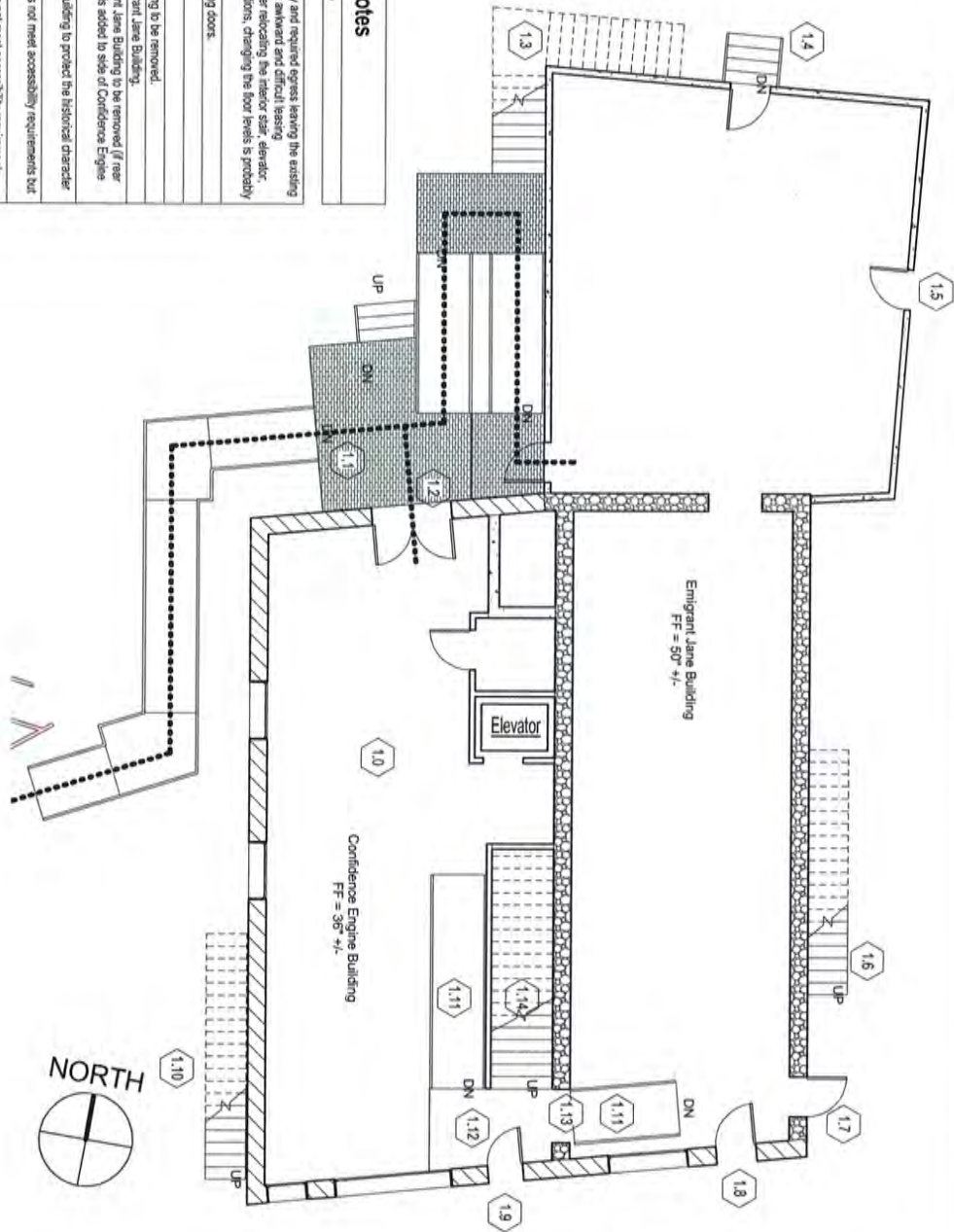
Project Number: 1202015

Old City Hall Building Placerville CA

LRS...Architecture <small>LEWIS R. SPRINGER, III ARCHITECT - License # C11138 3704 Harvey Road, Cameron Park, CA 95912 (916) 995-4765</small>
--

Key	Note
1.0	This conceptual layout considered accessibility and required egress, leaving the existing location of the interior stair. This layout creates enhanced and difficult leasing opportunities. During the design phase, consider relocating the interior stair and ramps. Due to the nature of the site conditions, changing the floor levels is probably not an option.
1.1	New brick landing with flush transition to existing doors.
1.2	Existing "City Hall" doors.
1.3	New Exterior Exit Stair.
1.4	Existing door and stair from Main level to parking to be removed.
1.5	Existing door and accessible entrance to Emigrant Jane Building.
1.6	Existing exterior stairs to upper level of Emigrant Jane Building to be removed (if new stair is added) or reconstructed if exterior stair is added to side of Confidence Engine Bldg).
1.7	New accessible entrance. Located on side of building to protect the historical character of the Main Street facade.
1.8	Existing door from sidewalk at Main Street does not meet accessibility requirements but not used for egress requirements.
1.9	Existing door from sidewalk at Main Street does not meet accessibility requirements. Permanently seal door to construct new interior landing.
1.10	New Exterior Exit Stair. (Alternate location).
1.11	New interior ramp to provide egress from Confidence Engine Bldg to new side entrance.
1.12	New landing.
1.13	Remove existing interior stairs.
1.14	Construct new stairs in existing location.

Main Level - Notes



Main Level Floor Plan

P1
A2
1/8" = 1'-0"

Feasibility Study
Main Level Floor Plan
A2

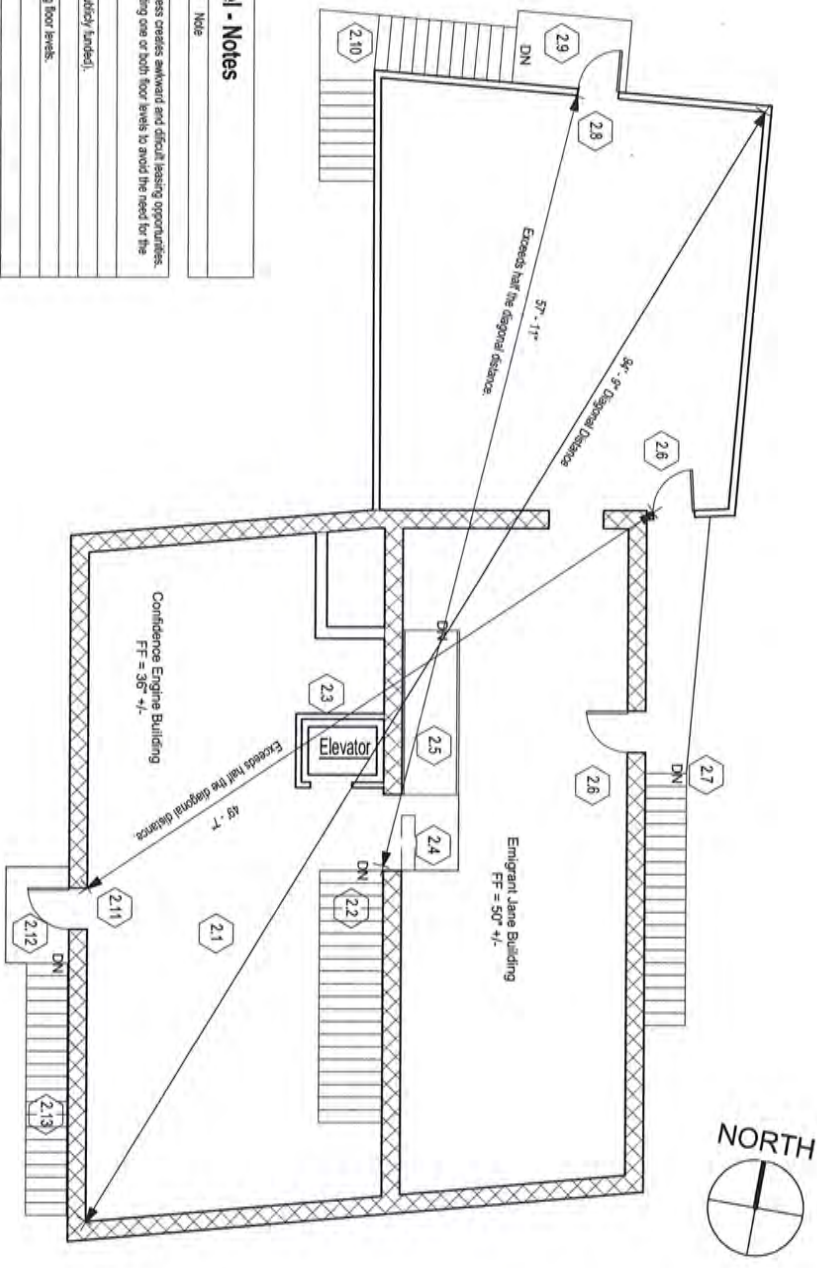
Project Number: 13291
Date: 12/31/15

Old City Hall Building
Placerville CA

LRS...Architecture
LEWIS R. SPRINGER, ARCHITECT
2704 Harvey Road, Cameron Park, CA 95922
(530) 295-4700

Upper Level - Notes

Key	Note
2.1	This conceptual layout to provide required egress creates awkward and difficult seating opportunities. During the design phase, consider reconstructing one or both floor levels to avoid the need for the internal ramp.
2.2	Construct new stairs in existing location.
2.3	New elevator. (required because building is publicly funded).
2.4	Existing stairs to be removed.
2.5	New interior ramp for access between differing floor levels.
2.6	Existing door.
2.7	Existing exterior stairs to Upper Level of Emigrant Lane Building to be removed (if rear stairs is added) or reconstructed if exterior stairs is added to side of Confidence Engine Bldg).
2.8	New door to new egress.
2.9	New exterior landing.
2.10	New Exterior Exit Stair.
2.11	New door to new egress. (Alternate location).
2.12	New exterior landing.
2.13	New Exterior Exit Stair. (Alternate location).



1 Upper Level Floor Plan
 1/8" = 1'-0"

Project Number: 152015
 Date: 12/20/15
 Title: Upper Level Floor Plan

Old City Hall Building
 Placerville CA

LRS...Architecture
 LEWIS R. SPRINGER, IS ARCHITECT - License # 015130
 3704 Harvey Road, Camarillo Park, CA 95002
 (805) 995-4705

MECHANICAL/ELECTRICAL/PLUMBING (MEP)

PRELIMINARY OBSERVATIONS: The buildings currently have HVAC equipment. It is located in the attic of the Confidence Building and in the basement and attic of the Emigrant Building.

The electrical panels serving both buildings and the public restrooms are located in the northeast corner of the Emigrant Building.

RECOMMENDATIONS: Our assumption is that all interior walls will be removed to facilitate the seismic retrofit construction and therefore all new electrical will be run from the main service panels to the new locations under the scope of the tenant improvement. Existing mechanical units should be evaluated to ensure they meet the needs of the new tenants and may need to be replaced. All plumbing will be new from the point of connection; cost to be deferred until tenant improvement.

INSULATION

PRELIMINARY OBSERVATIONS: From the second floor of the Emigrant Building there is a small staircase leading to the attic. The attic has been insulated with batt insulation and the batt insulation has been installed with direct contact to the roof sheathing, with no 1 inch air space as required by code.

RECOMMENDATIONS: Existing fiberglass insulation in the attic needs to be completely removed. New spray foam insulation needs to be installed directly to the underside of the roof sheathing. The exterior walls and floors should receive new insulation to comply with the requirements of current CA Title 24 Energy Requirements, at the time of the tenant improvements.

HAZARDOUS MATERIALS

PRELIMINARY OBSERVATIONS: An environmental consultant visited the buildings with the purpose of observing the potential presence of hazardous materials. No testing was performed under the scope of this study, but it was observed that asbestos and lead paint are most likely present in the wall and floor finishes.

RECOMMENDATIONS: Asbestos and Lead Paint are required to be removed, contained, and disposed of by licensed professionals under strict regulatory provisions. The cost for the testing, removal, containment, and disposal of these hazardous materials is included in our Construction Cost Estimate. The cost of the required oversight of removal operations is also included in the item cost.

STRUCTURAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

If the City chooses to proceed with the structural rehabilitation of the Old City Hall Building, a detailed analysis of the structure will be required. The masonry will need to be tested for strength prior to and after the repointing efforts. The floor and wall coverings will need to be tested to confirm the presence of hazardous materials. After the selection of the preferred structural rehabilitation alternative, complete plans, technical specifications and an estimate for the structures construction items will need to be prepared. We have included the cost of an independent peer review in the cost of this item of work.

ARCHITECTURAL PS&E

Architectural PS&E, including a CASp (Certified Access Specialist program) report, will need to be prepared as part of the construction documents for the rehabilitation of Old City Hall. There are many varying solutions to the accessibility issues, all of which are dependent upon the proposed occupancy of the tenant space. The accessibility components may need to be deferred until the tenant improvement phase as the occupancy type and associated occupant loads determine the required number of exits as well as the number and restroom facilities. The cost of this item of work is based on development of the PS&E documents with a predetermined occupancy of the tenant space. If the accessibility design is deferred to the tenant improvement phase it may impact the cost of this item.

COST ESTIMATE FOR NON-STRUCTURAL REHABILITATION

The cost of the Non-Structural Rehabilitation items of work is included below. A 25% contingency has been added to the total due to the preliminary nature of this cost estimate.

Table 2 - Itemized Cost of Non-Structural Items of Work

Item of Work	Cost
Fire and Life Safety	
Interior Stairs	\$ 20,000
Exterior Stairs	\$ 35,000
Fire Sprinklers	\$ 24,000
Accessibility	
Elevator	\$ 100,000
Ramps	\$ 80,000
Rear Landing/Patio	\$ 20,000
Parking Lot Improvements	\$ 45,000
MEP Design and Installation	\$ 300,000
Insulation	\$ 24,000
Hazardous Material Abatement	\$ 115,000
Structural PS&E	\$ 80,000
Architectural PS&E	\$ 130,000
Contingency (25%)	\$ 243,000
TOTAL	\$ 1,220,000

The above cost estimate is based on one possible design concept. The Occupancy (type of business) of the tenants can have a significant impact on the exiting requirements for Fire and Life Safety and also on the required number and configuration of restroom facilities. Our purpose was to identify all areas that need to be improved or updated to bring the buildings into compliance with the current CA Building Code in order for the spaces to be leased. The final design may change the overall price and/or each individual line item cost. During the design phase a licensed architect must be hired and it is advised that a Certified Access Specialist consult on the design.

TOTAL COST FOR REHABILITATION

The total estimated cost for the rehabilitation of the Old City Hall building is included in Table 3 below. The cost for the Structural Rehabilitation is based on that of the URM Alternative. The items of work included will prepare the building for proposed future tenant improvements. This cost includes basic Mechanical/Electrical/Plumbing (MEP), but not tenant-specific ducting or any specialty equipment or fixtures. It does not include interior partition walls, or wall and floor finishes. It does not include sheetrock, since this will be specific to the wall layout. A 25% contingency is included in the total due to the preliminary nature of this cost estimate.

Table3 - Itemized Cost of all Items of Work, Including 25% Contingency

Item of Work	Cost
Structural Rehabilitation (URM Alternative)	\$ 1,010,000
Non-Structural Rehabilitation	\$ 1,220,000
TOTAL	\$ 2,230,000

It is important to reiterate that the above cost estimate is based on one possible design concept. The upstairs space is assumed to be Business Group B Occupancy (office space) and the main level space is assumed to be an Assembly Occupancy, which would include restaurants, bars, museums, or art galleries. During the design phase of the project, the hired architect may deem it appropriate to take a different course of action which could result in a different cost estimate than that presented in this phase of the study. This estimate is intended to give the City of Placerville an overall idea of the costs associated with updating the building to a leasable condition. It is our opinion that the final cost of any standard design should be in this range.

We appreciate the opportunity to prepare this report and are available to meet and discuss our findings with the City. Please call (530) 672-1600 or email me at Lori@BurneEngineering.com to set up a time for us to discuss this Feasibility Study in detail.

Respectfully,
BURNE ENGINEERING



Lori Burne, SE
President



Attachment 3

1986 Structural Report

From: "Jon Westphal" <jon@jnwarchitect.com>
Date: May 14, 2012 3:52:57 PM PDT
To: "Mike Murray" <mikelmurray@ymail.com>
Subject: FW: Old Placerville City Hall Building

Mike-

I have forwarded you the response I received from Jim (see below)

From my observations today, I have the following comments:

The brick wall along the western part of the structure is severely bowed outward and cracked. It has substantial fire damage to the inset wood pieces and the bricks and mortar are old and have fire damage. Using this wall for any structural support would essentially not be possible as it would not meet today's stricter building codes. An interior steel frame system would most likely be the best solution to obtain the code's lateral and vertical load requirements and avoid opening the "Pandora's Box" that is the wall altogether. This comment would most-likely also apply to the 150+ year-old concrete blocks in the Jane building. I would suggest that if any laboratory testing is done on the walls that it includes both buildings.

The cracking and bowing of the wall is of serious concern since the public parking area directly below is at risk. My immediate recommendation would be to fence off the area between the public restrooms and this building to prevent injury, damage or loss of life should the wall collapse. Considering that much of the interior loads are being transferred to this wall, roof framing is pulling away and the connections between the wall & floor/roof systems are inadequate; I believe that as it sits right now the building is a major public safety hazard. Some workable solutions may be found to 'save' this wall and allow you to continue with your project. However, such recommendations are outside my expertise.

Please feel free to contact me if you have any additional questions.

Sincerely;
Jon Westphal

From: Jim Dillingham [mailto:jdillingham@dz-engineering.com]

Sent: Monday, May 14, 2012 1:12PM

To: 'Jon Westphal'

Subject: Old Placerville City Hall Building

Hi Jon,

To recap what was found at during the site visit today I wanted to list the items of concern with the structure.

The building is a 2 story un-reinforced masonry building with structural integrity problems with the walls. The mortar and brick will crumble in your hand when touched and there is sever cracking in the wall that you can see daylight thru. If this building were to be made safe it would need a new interior steel structural frame that would support both gravity and lateral loads. According to the historical code the brick and mortar would have to meet a tested compressive strength in order for it to be kept as the building facade. This building is unsafe until it is either demoed or goes thru an extensive and expensive historical retrofit. The slightest earth tremor could cause a building collapse. I question if the brick walls can be saved. It might make sense to try to save the front facades and rebuild the rest of the structures.

Let me know if there is anything I can do further for you.

Sincerely,

Jim Dillingham, P.E.
D&Z Structural Engineering, Inc.
3389 Mira Loma Drive #3
Cameron Park, CA 95682
530-677-0900

M E M O R A N D U M

To: Director of Community Development

From: Building Official

Date: October 9, 1986

Subject: City Hall Structural Rehab

The City Council authorized a preliminary structural analysis of City Hall in August, 1986. Gary Gates, the engineer preparing the analysis, will be submitting his report immediately. We had hoped that in testing the older masonry walls, that they would have the capacity to assume lateral loads (earthquake, etc.). However, in our discussions with Mr. Gates, the tests on the masonry walls in the front portion of the building indicate that they have extremely low values, making them incapable of carrying such lateral loads. The rear, northeasterly addition appears to have walls strong enough to assume such loads. Mr. Gates' recommendations will include the installation of a completely new structural framework for the front portion of the building. The costs for such reconstruction are usually very expensive.

Since the City presently does not have the funds for such a major reconstruction, we should address a possible alternative until such a time as money may be available in the future.

We could continue with the non-structural rehabilitation as well as addressing structural deficiencies in the basement area (inadequate support for floors and walls above, moisture, etc.). Such basement reconstruction should be designed to accommodate the future new, structural frame for the front portion of the building. Further, the basement reconstruction would provide storage space critically needed now. Without having a plan for the reconstruction of the basement area, it is difficult to estimate construction costs, but using nationally recognized construction costs for basement garages, the estimate would be \$40,000 to \$50,000.


Lastly, the question was raised, would we be in violation of current codes or state laws if we used such an alternate approach? The current Building Code has a provision for existing and historic buildings which states, "Buildings in existence at the time of adoption of this code may have their existing use or occupancy continued,, provided

such continued use is not dangerous to life. Historic Buildings - Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building or structure may be made without conformance to all the requirements of this code, provided:

1. The building or structure has been officially designated as having special historical or architectural significance.
2. Any unsafe conditions are corrected.
3. The restored building or structure will be no more hazardous based on life safety, fire safety and sanitation than the existing building."


The above citations of the Building Code seem to permit us to use the alternate approach noted above. Upcoming state legislation may require us to address the non-reinforced masonry buildings constructed prior to 1933. Possibly, such legislation will, in the future, carry some sort of funding as was done for schools several years ago.

Based on the facts noted above, I would recommend that we use the alternate approach (non-structural rehabilitation and basement reconstruction). This recommendation is made with the consideration that future planning would include a structural rehabilitation of City Hall.


AA.
Jack Atkins
Building Official

ss

Approved for submittal to City Council:


Lee Yarborough, City Manager

GARRY GATES CONSULTING CIVIL ENGINEER

PO BOX 675
EIDORADO. CALIFORNIA 95623

October 8, 1986

Mr. Jack Atkins
Building Official
City of Placerville
Placerville, CA 95667

RE: Placerville City Hall Renovation

Dear Jack:

As proposed by my letter of July 21, 1986, and as authorized by the City Council through you, I have undertaken Phase I of the engineering required to bring the City Hall building complex within the minimum standards of the Uniform Code for Building Conservation (UCBC), 1985 edition. This is to apprise you of my preliminary findings regarding the feasibility of structural rehabilitation of the City Hall buildings.

Capitol Engineering Laboratories of Roseville, California, has tested the the outside layer (wythe) of the exterior masonry walls of the buildings in three (3) locations and has also tested three (3) cores taken from exterior concrete or plaster walls of the buildings (see enclosure 1). The test results and observations indicate that the strength of the material tested is variable and of poor quality, and also that the inner masonry wythes (not tested) would have only about 10% to 20% of the strength of the outside wythes in resisting seismic forces.

When the criteria established by the UCBC is applied to the test results, I find the masonry walls tested (composed of three wythes) to have insufficient strength to qualify for use in resisting seismic loads (see enclosure 2). Consequently, I conclude, for purposes of analysis, that the existing masonry walls will provide no resistance to the seismic loads specified by the UCBC. I also conclude that the entire structure now supported by masonry walls will need to be supported against seismic forces by means of an independent structural system, such as a structural steel or reinforced concrete framework either inside or outside the building.

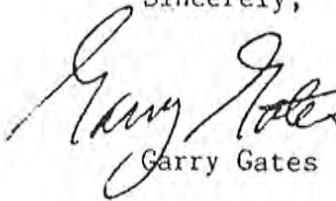
Since a complete, new structural framework, requiring extensive engineering, design, and detail work, would have to be installed and connected to the existing building, rehabilitation costs would be much higher than those indicated in my letter of July 21. I project rehabilitation costs for an independent structural system to be in the order of \$500,000 to \$1,000,000, and engineering costs would be from \$25,000 to \$50,000. It is likely that the City Hall buildings, or at least major portions of them, will have to be vacated for long periods of time during the rehabilitation process.

Mr. Jack Atkins
Page 2
October 8, 1986

Because the preliminary findings indicate that the existing structure cannot be utilized to resist seismic loads (contrary to my expectations upon which I based my proposal of July 21), a detailed analysis of the existing structure is not now warranted. I recommend against proceeding with the "structural analysis of the existing structure" proposed in my letter of July 21, and I recommend that Phase I described in that letter be terminated.

If I may be of further service, please call me.

Sincerely,


Garry Gates



My License Expires
June 30, 1989

Enclosures

1. letter from Capitol Engrg. Labs
2. calculations

cc Capitol Engrg. Labs



CAPITOL ENGINEERING LABORATORIES, INC.

Materials Testing • Inspection • Crane Certification

CHARLES L. FRIES, President
HOWARD K. ANDERSON, V.P.

File 62710
September 15, 1986

Garry Gates Consulting Civil Engineers
P.O. Box 675
El Dorado, California 95623

Attention: Garry Gates

Project: Placerville City Hall

Gentlemen,

On September 10, 1986, Capitol Engineering Laboratories conducted an investigation of the strength and make-up of the exterior walls of the Placerville City Hall Building. This investigation included testing the shear resistance of the masonry walls and the sampling of the materials in the three buildings by coring. The following are the findings of each location where testing occurred:

Masonry Test #1 Main Bldg. - West Wall 25' ± from bldg. front. Test location 20" below window sill.

Found firm unweathered exterior mortar. (May have been treated with a weather proofing agent.)

Interior mortar soft and easily crumbled. Mortar is lime mortar pink to tan in color.

A second wythe behind the exterior has good bed joints and fair-to-non-existent head joints. Poor interwythe mortar. The contribution to shear resistance by the inner wythe should be about 10% to 20% of the exterior values.

Test results: First yield 1790 lb force. Ultimate 2350 lb force.

Masonry Test #2 Main Bldg. - East Wall 38' ± from bldg front. Test location 16" below window sill.

Findings as in #1 above.

Test Results: First yield 2125 lb force. Ultimate 2125 lb force.

CAPITOL ENGINEERING LABORATORIES

Masonry Test #3 Main Bldg. - North Wall 6' ± from West Wall between corner and City Hall back door.

Findings same as #1 and #2 above.

Test results: First yield 5030 lb force. Ultimate 5030 lb force.

NOTE: Brick area is 64 sq. in. (both top and bottom faces).

Core #1 Main Bldg. - Southwest corner cored into the front pilaster 2"x6" deep 5' ± above the sidewalk

Found solid plaster type material, a chalky white for the entire depth.

Compression test results 7540 psi

Core #2 East Bldg. - Southeast corner 2" diameter x 11" deep at 18'± above sidewalk.

Found solid chalky white plaster type material to 7" with a 1" mortar layer behind and a soft red brick wall behind the mortar. The mortar is of the same type found in the other brick wall investigation, it being of a lime mortar that is soft and easily crumbled.

Compression test results 4920 psi

Core #3 North wing - West wall 2" diameter x 6" deep at 3'-4" above AC parking lot.

Found soft concrete behind 1/4" mortar exterior facia. Encountered old twisted reinforcing steel possibly 1900 - 1924 vintage at 4-1/2" depth. Wall is 6" thick. Noted back side of fired interior wall. Core taken at elevation of sill plate.

Compression test results 1850 psi

All test areas were patched with mortar mix and trowled flush with the building face. The bricks that were removed were also mortared into place.

Please feel free to contact our office if there are any questions.

Respectfully submitted,

CAPITOL ENGINEERING LABORATORIES


Clayton T. Soules

09156.613

CAPITOL ENGINEERING LABORATORIES

CAPITOL ENGINEERING LABORATORIES

CORE DATA SHEET

JOB NAME: PLACERVILLE CITY HALL
 JOB NUMBER: 62710

LABORATORY NO: 560
 REPORT DATE: 09/

SPECIMEN NUMBER	DIAMETER INCHES	AREA INCHES	HEIGHT IN INCHES Uncapped	HEIGHT IN INCHES Capped	L/D	Cf	TOTAL LOAD POUNDS	F'c (psi)	CORRECTED F'c	REMARKS (AGE AT TEST)
1	2"	3.14		3.6"	1.8	.984	24,050	7660	7540	VERY BRITTLE
2	2"	3.14		3.5	1.8	.98	15,750	5020	4920	
3	2"	3.14		3.8	1.9		5,800	1850	1850	

GARRY GATES
CONSULTING CIVIL ENGINEER
P.O. Box 675
EL DORADO, CALIFORNIA 95623
(916) 626-3020

JOB PLACERVILLE CITY HALL REHAB
SHEET NO 1 OF _____
CALCULATED BY GJG DATE 10/3/86
CHECKED BY _____ DATE _____
SCALE _____

Analysis of In-Place Masonry Test Results.-

Reference: Capitol Engineering Laboratories letter dated Sept. 9, 1986.

Since the City Hall Building complex is an essential facility (UBC Sec. 2312(k)), the structure must be evaluated under the provisions of the Uniform Code for Building Conservation, Sections A106 & A107.

The "Net Yield Shear Resistance" is determined according to UCBC Sec. A107(d)3.:

$$\text{Net Yield Shear Resistance} = \text{Actual Mortar Resistance} - \text{Axial Stress}$$

$$\text{Weight of masonry (1 wythe, 4" thick)} = 35 \text{ psf}$$

$$\text{Load on 4" x 8" } = (35 \times 8)/12 = 23.3 \text{ lbs per ft. of wall height}$$

Analysis:

Masonry Test #1 (Outside wythe)-

$$\text{Actual mortar resistance} = 1290/64 = 20 \text{ psi}$$

$$\text{Axial stress} = 23.3 \times 20 / (12 \times 4 \times 8) = 1 \text{ psi}$$

$$\text{Net Yield Shear Resistance} = 20 - 1 = 19 \text{ psi}$$

$$\text{Effective Net Yield Shear Resistance for all 3 Wythes (assume inner wythes @ 20\% of outer)} \\ 19 \times (2 \times 0.2 + 1) / 3 = 12.6 \text{ psi} < 30 \text{ psi}$$

Masonry Test #2 (Outside wythe)-

$$\text{Actual mortar resistance} = 2125/64 = 33 \text{ psi}$$

$$\text{Axial stress} = 23.3 \times 16 / (12 \times 4 \times 8) = 1 \text{ psi}$$

$$\text{Net Yield Shear Resistance (N. Y. S. R.)} = 33 - 1 = 32 \text{ psi}$$

$$\text{Effective N. Y. S. R. for all 3 Wythes, } 32 \times (2 \times 0.2 + 1) = 28 \text{ psi} < 30 \text{ psi}$$

Masonry Test #3 (Outside wythe)-

$$\text{Actual mortar resistance} = 5030/64 = 79 \text{ psi}$$

$$\text{Axial stress} = 23.3 \times 24 / 32 = 18 \text{ psi}$$

$$\text{N. Y. S. R.} = 79 - 18 = 61 \text{ psi}$$

$$\text{Effective N. Y. S. R. for all 3 Wythes, } 61 \times (2 \times 0.2 + 1) = 28 \text{ psi} < 30 \text{ psi}$$

Since the effective net yield shear resistance is less than 30psi for all tested walls, the masonry does not qualify for use to resist seismic loads per UCBC Sec. A107(d)3.

Attachment 4

Sample Lease Agreement

LEASE

THIS LEASE, executed at _____, El Dorado County, California, is made on _____, 2019, between the City of Placerville, a municipal corporation, hereinafter referred to as "Lessor," and, a 501c(3) Non-Profit Organization, hereinafter referred to as "Lessee."

Article I

A. Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, on and subject to all of the terms, covenants and conditions hereinafter set forth, that certain real property described as: the first and second floors of the Emigrant Jane and Confidence buildings of "Historic City Hall", located at 487 and 489 Main Street, Placerville, California, (the Premises). The parties acknowledge that "Historic City Hall" consists of two buildings, Emigrant Jane and Confidence (the Premises).

B. Lessee shall be entitled to use of sixteen parking stalls located at the rear of and adjacent to the Premises. Lessee may place signage indicating said parking stalls are for Lessee's use.

Article II

A. The initial term of this Lease shall be for the period of _(to be negotiated e.g. 30 years with 10 year renewal, it is the intent to enter into s long term lease)_____ years, hereinafter called the "leased term," commencing on _____, 2018, and ending on _____, 2020.

B. In the event Lessee shall hold over after the expiration of the term of this Lease with the consent, express or implied, of Lessor, such holding over shall be deemed merely a tenancy from month-to-month on the same terms, covenants and conditions so far as applicable as herein contained.

Article III

A. Lessee agrees to and shall pay to Lessor at 3101 Center Street, Placerville, California, or at such other place as Lessor shall from time to time designate in writing, as rent for the leased Premises, the following: a fixed rent in the sum of (lease amount subject to negotiation)_yable in advance on the first day of each calendar month, but no later than the 5th day of the month, commencing on _____, 2019 and continuing during the term hereof.

B. Lessee shall pay upon execution of this Lease a deposit in the amount (to be negotiated), which shall be applied toward the amounts due in Paragraph D below.

C. On or before _____, 2019, Lessee shall pay first and last month's rent consisting of (amount to be negotiated)

D. It is the desire of Lessor and Lessee to complete necessary repairs to both 485 and 489 Main Street to meet current building code including structural improvements and tenant improvements as identified in the Burne Engineering Report. Estimated cost of these improvements is \$_____. Lessee agrees to raise and provide funding, \$_____ (Year Four Target) for these improvements. Lessee will raise funding in the manner and consistent with the funding provisions of its proposal dated _____ to the RFP for Historic City Hall. Improvements will commence in a timely manner once funding is made available..

E. Lessee shall use its best efforts to secure 50% of the necessary funding or \$_____ (the Year Two Target) within two years from the date of this agreement.

F. If Lessee has not secured (actually received) 50% of the necessary funding by _____, 2020, Lessee's rent shall increase by the percentage of the difference in the amount secured to the Year Two Target multiplied by 300. The maximum increase shall not exceed 25% or a maximum monthly rent of \$___ indexed to the Consumer Price Index for All Urban Consumers, Sacramento Area. However, any increase shall be calculated according to that portion which has not been secured.

Example:

Rent for Years One and Two: \$1,200

25% increase if zero funds are raised by end of Year Two: \$300

At end of Year Two \$1,000,000 raised = 83% of Year Two Target

Increase = 17% of \$300, or \$51

G. If Lessee has not secured (actually received?) 100% of the necessary funding (the Year Four Target) by _____, 2022, and Lessee desires to continue to rent the Premises, Lessee's rent shall increase by the percentage of the difference in the amount secured (actually received) to the Year Four Target multiplied by (formula to be negotiated) Lessor and Lessee shall negotiate in good faith an extension of the term of the Lease. In the event that Lessor and Lessee cannot agree upon an extension of the lease term, the Lease shall continue on a month to month basis.

In the event, Lessee terminates this lease or any extension thereof, the funds raised by Lessee for the improvements described herein shall be given to Lessor which funds may only be used for improvements to "Historic City Hall:

H. Lessor agrees to develop plans for the remodel process based on the Burne Engineering Report and Lessee's proposal dated _____ in response to the RFP for the lease and

reuse of Historic City Hall and begin work in a timely manner after securing funding. All work shall be done in accordance with the provisions of this lease including Article XI below.

Article IV

A. Lessee is advised that this Lease may create a possessory interest subject to property taxes and this Lessee may be subject to the payment of such property taxes. In said event, Lessee shall pay the real property taxes, if any, on the Premises and the fire and comprehensive insurance on the Premises. Lessor shall be entitled to retain any and all proceeds from said fire and comprehensive insurance and Lessee shall not be entitled to any portion of said proceeds. Lessee shall be responsible, at Lessee's sole cost and expense, for providing insurance coverage, if any, for Lessee's personal property located on the Premises.

B. Lessee will obtain and pay for any licenses required by any governmental agency for Lessee's use of said Premises and will pay for any personal property taxes levied against the personal property on the Premises.

C. Lessee agrees to and shall, within ten (10) days from the date hereof, secure from a good and responsible company or companies doing insurance business in the state of California, and maintain during the entire term of this Lease the following insurance coverage: Public liability insurance in the minimum amount of \$1,000,000 for any one person injured, or \$2,000,000 for any one accident, or \$1,000,000 for property damage. Lessee agrees that Lessor shall be named as an additional insured on the aforementioned policies of insurance. Lessee shall provide such policies as to insure the liability of Lessor and such policies are to be placed with the Lessor, and Lessee is to obtain a written obligation on the part of the insurance carrier to notify Lessor in writing of any cancellation thereof, and Lessee agrees, if Lessee does not keep such insurance in force and effect, the Lessor may take out the necessary insurance with a domestic company, and otherwise with such company as may write such insurance, and pay the premium, and the repayment thereof shall be deemed to be part of the rental, without termination. The Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other remedies he may have, he may recover from Lessee all damages he may incur by reason of such breach.

Article V

A. Lessee shall during the term hereof setup accounts in their name and pay all charges for telephone, , internet, and, sewer and other utilities except electricity, used in or on the leased Premises before they shall become delinquent and shall hold Lessor harmless from any liability therefore. .

B. The parties acknowledge that utility services to the Premises for Electricity are provided in common with utility services to other portions of “Historic City Hall” as well as the public restroom adjacent to “Historic City Hall.” The parties have agreed to a formula for the apportionment of the costs of electricity between the Premises and the other areas served by those utilities. Electricity costs shall be billed monthly based on the agreed upon percentage % of the average monthly cost of service from January 2019 through December 2019. The City reserves the right to evaluate the cost annually and make an adjustment based on actual costs for the previous 12 month period. Lessor shall invoice Lessee monthly for Electricity on a pro-rata share based on the agreed upon formula. Lessee shall pay the agreed upon amount within 30 days of receipt of invoice. Water and Sewer costs shall be billed monthly based on the minimum amount for an Office facility. Through June 16, 2019 that amount will be \$117.63 per month. This rate will be subject to the same increases adopted for all other customers as approved by the City Council.

Article VI

A. The leased Premises shall be used only for the purposes set forth in Lessee’s proposal dated _____ to the Historic City Hall lease and reuse RFP. Lessee shall not make any other use of the Premises without the prior express written consent of Lessor

B. Lessee shall not commit or suffer to be committed any waste on the leased Premises, nor shall Lessee maintain, commit or permit the maintenance or commission of any nuisance on the leased Premises or use the leased Premises for any unlawful purpose.

C. Lessee shall not commit or permit any act or acts in or on the leased Premises or use the leased Premises or suffer them to be used in any manner which will increase the existing fire, liability or other insurance rates on the leased Premises or the building in which the leased Premises are situated or which will cause any cancellation of any insurance policy covering said Premises or building or any part thereof. Lessee shall not keep, hold, store, use or sell in or on the leased Premises any product or article prohibited by the standard form of fire insurance policy, as it now exists or may hereafter provide, covering the said Premises or building and its contents, or permit or suffer any such product or article to be kept, held, stored, used or sold in or on the leased Premises, and Lessee shall, at Lessee’s sole expense, comply with any and all requirements of Lessor’s insurance carriers pertaining to the leased Premises necessary for the continued maintenance of reasonable fire and liability insurance for said Premises or building, its contents and appurtenances.

Article VII

A. Lessee shall, at Lessee’s sole cost and expense, comply with all requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall observe in the use of the Premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The

judgment of any court of competent jurisdiction or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the Premises shall be conclusive of that fact as between Lessor and Lessee.

B.

Article VIII

A. Lessee represents that Lessee has inspected the Premises and by entry hereunder, Lessee accepts the Premises in an "as is" condition and repair, and agrees on the last day of said term or sooner termination of this Lease to surrender to Lessor all and singular said Premises with said appurtenances in the same condition or better as when received, reasonable use and wear and tear thereof and damage by fire, act of God or by the elements excepted. Lessor makes no warranties or representations that the Premises are fit for Lessee's intended use or as to the condition of the Premises. Subject to Article X, in the event that the Premises become uninhabitable for any reason other than through the fault of Lessee, either party may terminate this lease.

Article IX

A. Lessee shall at all times keep the Premises in a clean, orderly and sanitary condition, and shall not cause, or permit any unusual or objectionable noises or odors to emanate therefrom.

B. Lessee shall, at Lessee's sole cost, keep and maintain the interior of the Premises, in good and sanitary order, condition and repair as set forth herein, hereby waiving all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California and all rights provided for by Sections 1941 and 1941.1 of said Civil Code. Lessee shall maintain the Premises and appurtenances and every part thereof in a state of good repair equal to or better than the condition of the Premises at the commencement of this Lease. If improvements are made by Lessor as set forth in Article III E, Lessee shall be responsible to maintain those improvements in good repair. Lessor shall be responsible for maintaining the storefront of the Premises and the sidewalk adjacent to the Premises, and for repairs and maintenance to exterior walls and roof. Lessor will have the HVAC system inspected and in good working order, and Lessee will be responsible for any repairs and/or replacements during the term of the lease.

Article X

A. In the event of a total destruction of the leased Premises, this Lease shall terminate and the parties hereto shall thereafter be released from all obligations thereafter accruing hereunder; provided, however, that Lessee shall be liable to Lessor for all damages

resulting from such destruction caused by Lessee's want of ordinary care or the want of ordinary care of agents, servants or employees. As used herein, "total destruction" means any of the following: (1) any destruction requiring more than the available insurance proceeds to repair or (2) any destruction requiring more than one hundred twenty days to repair.

B. Lessor agrees to and shall, to the extent of available insurance proceeds, forthwith upon receiving written notice from Lessee to do so, rebuild or restore to their present condition the leased Premises destroyed in part by fire or other casualty, and in such case Lessee hereby waives the provisions of Section 1932, Subdivision 2, of the California civil Code. As used herein, "destroyed in part" is any destruction other than a total destruction as hereinbefore defined. Lessee shall not be liable for any rent hereunder from the time of such destruction until the Premises are restored by Lessor as herein provided and rent accruing during such period shall be deducted from the total rental herein reserved. In the event that Lessee should continue to use the Premises after such destruction during the period of restoration by Lessor, rent shall be abated based on the proportion of the Premises that Lessee is unable to occupy.

Article XI

A. Lessee shall make no installation, additions or improvements in or to the Premises except as otherwise authorized in this Lease, or structural alterations either to the interior or exterior of the building initially constructed on the Premises, or on the bearing walls, supports, beams or foundations without the written consent of the Lessor. Lessee shall cause the necessary plans and specifications to be prepared for any proposed improvement/work. All plans and specifications shall be prepared and signed by a licensed architect and/or engineer as applicable.

B. Plans and specifications showing such proposed installations, additions or improvements and alterations and changes shall be submitted to Lessor for approval upon application for such consent.

C. All installations, additions, improvements and alterations and changes made with the written consent of the Lessor shall be made at the sole cost and expense of the Lessee, under the supervision of an architect or engineer satisfactory to Lessor. All installations, additions, improvements, alterations and changes shall be performed by a California licensed contractor. Prior to the installation of any additions, improvements, alterations or changes, Lessee shall provide Lessor with appropriate waiver of lien rights and lien releases from any contractor or subcontractor or materialman. All work done on the leased premises shall be subject to California Prevailing Wage Law, Labor Code 1770 et seq.

D. If, during the term of this Lease, any additions, alterations or improvements in or to the Premises as distinguished from repairs are required by any governmental regulation because of the use to which the Premises are put by Lessee and not by reason of the character or structure of the building, they shall be made and paid for by Lessee.

E. All alterations, additions or improvements which are made in or to the Premises shall be surrendered with the Premises upon termination of this Lease, unless prior to such termination Lessor give Lessee written notice to remove some or all thereof, in which case, Lessee shall cause the item so designated to be removed and the Premises restored to their original condition, all at the expense of Lessee.

F. It is understood and agreed between the parties that all installations, additions and improvements erected or installed at any time upon the Premises during the term of this Lease, except furniture, fixtures and equipment installed and belonging to Lessee, shall immediately become the property of and belong to Lessor on such erection or installation.

G. Lessee may install in and affix to the Premises such fixtures and equipment as Lessee deems desirable.

H. Not later than the expiration of the time under which any provision of this Lease, Lessee is required to surrender the Premises to Lessor. Lessee may, and if prior to the expiration of such time Lessor gives written notice requiring Lessee to do so, Lessee shall remove all trade fixtures installed in the Premises by Lessee. All trade fixtures not removed within such time shall become and remain the property of Lessor. The removal of such trade fixtures shall be effected solely at the expense of the Lessee and in a manner satisfactory to Lessor and without injury or damage to the Premises or the building, and Lessee covenants to repair immediately, at Lessee's expense, any injury or damage caused by such removal.

I. Any signage placed on the Premises shall be in compliance with the City of Placerville's sign regulations. Window signage (such as listings) shall not cover more than twenty-five percent (25%) of any window. Lessee may, at Lessee's expense, erect on the Premises such signs and provide such exterior lighting as shall be provided for in the plans and specifications for the improvements and mutually approved, but Lessee shall not thereafter erect or maintain any other additional signs or any other exterior lighting on the Premises without the prior written approval and consent of Lessor.

Article XII

A. This Lease is made on the express condition that except due to Landlord's gross negligence or intentional acts, Lessor is to be free from all liability or loss by reason of injury to person or property, from whatever cause, while in or on the leased Premises, or in any way connected with the leased Premises or with the improvements or personal property therein or property of Lessee, Lessee's agents, officers and employees. Lessee hereby covenants and agrees to and shall indemnify Lessor and save Lessor harmless from any and all liability, loss or obligations on account of, or arising out of, any injury or loss however occurring, except as provided herein.

Article XIV

A. Lessee shall neither permit nor suffer any mechanic's liens or other liens to be filed against the leased Premises or any part thereof by reason of any work, labor or materials done on or in, or supplied to, the leased Premises at Lessee's request or at the request of any of Lessee's agents, employees or sublessees.

B. Should any such lien be filed, Lessee agrees to and shall cause it to be removed forthwith.

C. Should Lessee fail to discharge any such lien or furnish a bond against the foreclosure thereof, Lessor may but shall not be obligated to, discharge the same or take such other action as Lessor deems necessary to prevent a judgment of foreclosure on said lien from being executed against the property, and all costs and expenses, including reasonable attorney's fees incurred by Lessor, shall be repaid by Lessee to Lessor on written demand therefore.

D. Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the leased Premises or to any building or improvements thereon, or to any part thereof. Lessor shall have the right in the event of any construction, alteration, repair, or work in, on, or to the leased Premises or to any part thereof, to post and file such notices of non-responsibility as are now or shall hereafter be provided by law.

Article XV

A. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the leased Premises or any part thereof, or any right or privilege thereto, or suffer any other person to occupy or use the leased Premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without Lessor's consent shall be void and shall, at Lessor's option, terminate this Lease. The Lease shall not, nor shall any interest therein, be assignable, so as to the interest of Lessee, by operation of law, without the written consent of Lessor. Notwithstanding the above, Lessee shall have the right to assign this Lease to an affiliate of Lessee, without Lessor's consent, provided successor entity's business is the same or similar to Lessee. An "affiliate of Lessee" is defined to be a wholly owned subsidiary of Lessee.

Article XVI

A. Should Lessee be guilty of a default and breach of this Lease, Lessor, in addition to any other remedies given Lessor by law or equity, may:

1. Continue this Lease in effect by not terminating Lessee's right to possession of said Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

2. Terminate Lessee's right of possession of said Premises thereby terminating this Lease, and recover from Lessee:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

(d) Any other amount necessary to compensate Lessor for all detriment proximately cause by Lessee's failure to perform Lessee's obligations under this Lease; or

3. In lieu of, or in addition to, bringing an action for any or all of the recoveries described Subparagraph 2 of this paragraph, bring an action to recover and regain possession of said Premises in the manner provided by law of unlawful detainer of the State of California then in effect.

Article XVII

A. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any prior occurring breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such prior existing breach at the time of acceptance of such rent.

Article XVIII

A. In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this lease by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

Article XIX

A. Lessee shall, at least thirty (30) days prior to expiration of the term of this Lease or any extension thereof, give to Lessor a written notice of Lessee's intention to holdover in the leased Premises, but nothing contained herein shall be construed as an extension of the term hereof or as consent of Lessor to any holding over by Lessee.

B. Lessee shall submit to and allow an annual review of the premises for conformance with the Lease under the conditions provided here within. Any non-conformance issues will be addressed and corrected by the Lessee within _____ days of notice.

Article XX

A. Lessor shall have the right throughout the leased term to enter the Premises at reasonable hours to show the same to other persons who may be interested in buying or leasing the Premises and for the purpose of inspecting the Premises, and make such repairs as Lessor may deem necessary for the protection and preservation of the Premises; but Lessor shall not be bound to make any repairs whatsoever, except as provided in this Lease. In the event of an emergency or electrical malfunction, Lessor shall have the right, but not the obligation, to enter the Premises at any time.

Article XXI

A. Except as otherwise provided in this Lease, all notices and demands herein required to be given by Lessor to Lessee or by Lessee to Lessor shall be in writing and delivered in person or by registered or certified mail.

B. Notice and demands delivered to Lessee by mail shall be addressed to Lessee at: The Premises, 489 Main Street, Placerville, CA 95667.

C. Notice and demands delivered to Lessor by mail shall be addressed to Lessor at: 3101 Center Street, Placerville, California 95667.

D. Any such notice or demand shall be deemed served at the time of delivery if delivered in person, or following deposit thereof in the United States mail where sent by registered or certified mail.

Article XXII

A. The terms, covenants and conditions of this Lease shall apply to and bind the heirs, executors, administrators and assigns of the parties hereto.

Article XXIII

A. Time is hereby expressly declared to be of the essence of this Lease and all the covenants, agreements and conditions and obligations herein contained.

Article XXIV

IN WITNESS WHEREOF the parties have executed this Lease on the date and year first above written.

Lessor:
City of Placerville

By: _____
M. Cleve Morris, City Manager

Lessee:

By: _____

: