

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2020
To: Honorable Mayor & Members of the City Council
From: Development Services Department
Presented by: Benjamin Moody, Development Services Director

Summary

Subject: General Plan and Housing Element Update – Award of Professional Services Agreement for Planning Services

Recommendation: A. Adopt a Resolution awarding a Professional Services Agreement to PlaceWorks for planning services related to updating the City's General Plan and Housing Element in the amount of \$300,000 with the finding that it is in the best interest of the City.

B. Authorize the City Manager to execute the Professional Services Agreement on behalf of the City, in substantial compliance with the material terms and conditions presented in the attached draft agreement, subject to review and approval as to legal form by the City Attorney.

Fiscal Impact: \$330,000 – Account No. 1080 (General Plan Implementation and Future Update):
\$300,000 – Professional Expense
\$ 30,000 – Contingency 10%

Purpose:

To perform a comprehensive update of the City's Housing Element and technical refresh of the City's 2004 General Plan to meet current state and local requirements utilizing SB2 grant funding.

Background:

The City's General Plan was last updated in 2004, with a state required update to the Housing Element in 2014. In 2013 the City issued a Request for Proposal (RFP) to prepare the 2013-2021 Housing Element and awarded the contract to consultant Jennifer Gastelum, with PMC. Jennifer is now the Associate Principal with PlaceWorks. She and other staff members whom prepared the City's past update are now with PlaceWorks, and have intimate knowledge of the City's needs, regional and state requirements, and SB2 funding requirements.

The Housing Element is one of the seven state mandated elements of a City's General Plan. It is the only element that has specific requirements and timelines for periodic updating. The Housing Element is also the only element which requires State certification from a state agency. The California Department of Housing and Community Development (HCD) is the reviewing agency and is responsible for certifying the City's proposed Housing Element.

The City has had a long-standing Capital Improvement Program project budget to update the General Plan as funding is available to be programmed. Recently HCD issued an SB2 Grant in the amount of \$310,000 to the City of Yuba City for advance planning services that would pay for the scope of work PlaceWorks is proposing to provide.

Analysis:

Since 2004, much has changed for the City in terms of growth projections, land use policies, and the development landscape.

The City's General Plan needs a technical review and update to reflect changes in state laws that have occurred since the Plan was adopted in 2004. The proposed work effort is not an extensive re-write of the General Plan, but rather a review of the current goals, policies, and programs, and a change in format intended to streamline the document, make it more accessible to the residents, developers, and easier for the City to implement. As part of the update the work will include a comprehensive update to the Housing Element of the General Plan which will consider housing densities, building types, and other land use methods to help meet the state Regional Housing Needs Allocation (RHNA) requirements. Key objectives of the work include:

- Update General Plan to meet address in state law
- Provide a robust site inventory to support the Land Use and Housing Elements
- Update Land Use Element and Housing Elements
- Update the Zoning Code to reflect the Land Use changes
- Prepare a CEQA document

Based on the scope of work and time constraints associated with meeting the Housing Element and SB2 funding guidelines, staff contacted PlaceWorks for a proposal. The same consultant staff has been selected in the past, as the most qualified consultant through the standard Request for Proposals (RFP) processes administered by the City. PlaceWorks' familiarity with the City, standing with HCD, complexity of the scope of work, and providing a proposal that is a fair and reasonable cost makes PlaceWorks uniquely qualified to fulfill the City's needs.

With Council award of this Professional Services Agreement, staff anticipates the updates will take approximately 1-1 ½ years to complete.

Fiscal Impact:

The estimated total cost for the project is \$330,000, which would be funded through CIP Account No. 1080 (General Plan Implementation and Future Update) utilizing \$310,000 of SB2 Grant funds. The project estimate includes a 10% contingency amount to cover unforeseen costs associated with noticing and regulatory requirements. There are existing funds budgeted in the CIP account to cover contingency costs above the available grant funding amount.

Alternatives:

- A. Do not award the Professional Services Agreement and direct staff to issue a Request for Proposals.
- B. Delay or modify recommended action.

Recommendation:

- A. Adopt a Resolution awarding a Professional Services Agreement to PlaceWorks for planning services related to updating the City's General Plan and Housing Element in the amount of \$300,000 with the finding that it is in the best interest of the City.

- B. Authorize the City Manager to execute the Professional Services Agreement on behalf of the City, in substantial compliance with the material terms and conditions presented in the attached draft agreement, subject to review and approval as to legal form by the City Attorney.

Attachments:

- 1. Resolution
- 2. Draft Professional Services Agreement
- 3. Placeworks proposal dated 3/26/20
- 4. HCD SB2 Award Letter

Prepared by:

/s/ Benjamin K. Moody
Benjamin K. Moody
Development Services Director

Submitted by:

/s/ Diana Langley
Diana Langley
Interim City Manager

Reviewed by:

Finance
City Attorney

SM
SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO PLACEWORKS, OF
FOLSOM, CA FOR PLANNING SERVICES IN THE AMOUNT OF \$300,000, PLUS A \$30,000
CONTINGENCY**

WHEREAS, the City of Yuba City desires to update elements of the City's General Plan and Housing Element; and,

WHEREAS, the City has received an SB2 grant for \$310,000 to update the General Plan and Housing Element; and,

WHEREAS, PlaceWorks familiarity with the City, standing with the California Department of Housing and Community Development, have demonstrated competence, professional qualifications, availability, and provided a proposal with scope that is a fair and reasonable cost; and,

WHEREAS, the City desires to award a Professional Services Agreement to PlaceWorks of Folsom, CA for planning services in the amount of \$300,000.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council hereby awards, in the amount of \$300,000, to PlaceWorks, for planning services to update the City's General Plan and Housing Element, and finds the award is in the best interest of the City. The City Council further authorizes the City Manager, or designee, to enter into an agreement with PlaceWorks, for planning services consistent with the terms of this Resolution and the material terms of the proposal attached hereto, and subject to approval of the agreement as to legal form by the City Attorney. A \$30,000 contingency is hereby also authorized for the agreement, only to be accessed upon written authorization by the City.

2. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of July 2020.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Proposal from PlaceWorks

ATTACHMENT 2

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **July 8, 2020**, by and between the City of Yuba City, a municipal corporation ("City") and **PlaceWorks** ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **\$300,000.00** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City

**Diana Langley
Interim City Manager
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4602**

If to Consultant:

**Mark Teague, AICP
Principal-in-Charge
101 Parkshore Drive, Suite 112
Folsom, CA 95630
(916) 245-7500**

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By _____

**Diana Langley
Interim City Manager**

**Mark Teague
Principal-in-Charge**

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements

Exhibit A

WORK SCOPE

APPROACH

We view this update as a technical refresh of the City's 2004 General Plan. State law has changed, as have some of the priorities both local and regional. This does not mean that the entire General Plan needs to be replaced, and we believe that selective review and update is appropriate. This approach also extends to the zoning code and environmental analysis. We will work with the City to change only those things necessary to remain compliant with regulations, and to meet the needs of the City. As a technical update, we can build upon the investment the City made in 2004 and extend the life of the plan for another 20 years. The following work of scope follows this approach and focuses on the Land Use, Housing, and Safety Elements, which was an emphasis in the SB2 Grant awarded to the City.

We will also review the zoning code for changes needed to support the updated General Plan and make process updates for staff. Finally, the CEQA process can be streamlined using either an Addendum to the General Plan EIR (CEQA Section 15164) if the update changes are very minor, or a supplement to the General Plan EIR (CEQA Section 15163). Most of this project involves adding new information (Safety Element), or changes in process (zoning ordinance). However, to meet the regional housing needs allocation (RHNA) we may need to rezone and/or revisit development densities (Land Use, Housing Elements). Its these changes that may trigger the need for additional environmental analysis and perhaps new policies to address impacts. We believe the combination of the 2004 General Plan EIR, local, state, and regional regulations, will likely mitigate all the potential impacts, but that this information will need to be included in the CEQA document. Use of an Addendum or Supplemental EIR, we can save the cost of an entirely new EIR, while still giving the City the document they need to support the General Plan.

PROJECT UNDERSTANDING

The City's General Plan needs a technical review and update to reflect changes in state laws that since the Plan was adopted in 2004. The work effort is not a wholesale re-write of the General Plan, but rather a review of the current goals, policies, and programs, and a change in format intended to streamline the document, make it more accessible to the residents, and easier for the City to implement. As part of the update the City will also consider housing densities, building types, and other land use methods to help meet the Regional Housing Needs Allocation (RHNA). Key objectives of this work include:

- Update General Plan to meet address in state law
- Provide a robust site inventory to support the Land Use and Housing Elements
- Update Land Use Element and Housing Elements
- Update the Zoning Code to reflect the Land Use changes
- Prepare a CEQA document

We recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project. A summary of the work program is presented in **Table 1**.

TABLE 1 WORK PROGRAM SUMMARY	
Task 1: Start-Up, Administration, & Collaboration	
1.1 Project Kickoff Meeting	1.2 Administration & Communication
Task 2: Background Research	
2.1 Review of Existing General Plan	2.3 Geographic Information System
2.2 Background Report	
Task 3: General Plan Update	
3.1 Administrative Draft General Plan	3.2 Public Draft Document
Task 4: Zoning Ordinance	
4.1 Review of Zoning Code	4.3 Future Changes
4.2 Immediate Changes	
Task 5: Environmental Analysis and Adoption	
5.1 Supplement to the General Plan EIR	5.4 Public Draft Supplemental EIR
5.2 Notice of Preparation and Scoping Meeting	5.5 Final SEIR & Response to Comments
5.3 Administrative Draft Supplement EIR	5.5 Findings and Mitigation Monitoring Program
Task 6: Public Outreach and Meeting	
6.1 Community Workshops	6.3 Adoption Hearings
6.2 Staff Review Meetings	

Task 1. Start Up, Administration, and Collaboration

In this task, the PlaceWorks team will work with the Yuba City staff to initiate the project and gain a thorough understanding of the key issues for the update. We will discuss document format, existing resources, staffing and team assignments, and administrative procedures.

1.1 Project Kickoff Meeting

Mark Teague, AICP, Principal-in-Charge, Jennifer Gastelum, Cynthia Walsh, and Miles Barker, from PlaceWorks, will meet with City staff to discuss the various project elements and the budgets and timetables for their completion. A key focus will be integrating previous planning work within Yuba City (such as specific plans and recent project approvals); changes to ensure compliance with State policies and programs; and a respect for the community’s vision for Yuba City’s future. To be efficient the format of the new document will be the same as the current general plan. We will maintain a track-change version of the document for City files. During this meeting, we will review the project work program, schedule, products, meetings, and general goals and objectives, and will assign specific project tasks and set key milestones.

1.2 Administration and Communication

PlaceWorks will provide ongoing project management, including regular progress reports to staff, regular check-in calls with staff, and budget and schedule reviews as needed to ensure that the project remains on schedule and within budget.

City Participation: This scope of work includes tasks that the City can facilitate that will both reduce costs and improve efficiency of the process. In addition to the review of materials, for Phase 1, the following assistance is assumed as part of our scope:

- A. City will provide an editable electronic copy of the General Plan, General Plan EIR, and GIS mapping layers.
- B. City will provide the venue for the public meeting (if held).
- C. City will post and/or publish the notice of the informational workshop. (notice drafted by PlaceWorks)

Deliverables:

- A. Preliminary recommendations on policy areas in need of update
- B. Public notice for informational workshop
- C. Agenda, staff report, and PowerPoint for informational workshop
- D. Online materials for topic points. This may be a narrated PowerPoint, or series of short videos. Up to four are proposed.
- E. Phone interviews with up to 8 stakeholders

Timing: Completed within 100 days of authorization to proceed. The informational public meeting, or online posting, will occur during the first 90 days.

Task 2. Background Research

2.1 Review of Existing General Plan

PlaceWorks will meet with staff to discuss the status of policy implementation and review issues that staff believes should be addressed as part of the update. We'll discuss ideas on potential policy changes and methods of addressing State requirements with a Yuba City focus. We will prepare a memorandum that summarizes the legal requirements for a new General Plan, and where the current plan may need revision.

2.2 Background Report

Rather than a lengthy background report, we recommend a series of topical background memos. The memos will briefly describe existing conditions, estimate change resulting from future growth, and provide a basis for discussion on recommended changes. The memoranda will range in length, and in some instances will be based on the chapter of the General Plan EIR, or General Plan, showing the recommended changes. Existing information for utilities and public services will be provided as available from the City. To the maximum extent practical, the supporting information will be drawn from previous work in and around the City.

2.3 Geographic Information System

We will need the City's GIS layers to aid in the update of the land use and housing elements. We will work with the City to include local and regional layers that may apply. We can include state and federal information on wildfire and flooding to inform the safety element. Additional layers may be added when data becomes available and as needed to support the update and EIR.

Task 3. General Plan Update

Based on the results of our review of the existing General Plan, discussions with staff, and input from the public, the PlaceWorks team will begin drafting text needed to comply with the current State requirements.

3.1 Administrative Draft General Plan

As of 2019, SB 1000 requires that environmental justice goals, policies, and programs be woven into general plan updates. This includes topics such as safe and sanitary housing, public facilities and services, active living, access to food, and reduction in pollution exposure. Natural disasters, be it flooding or wildfire, that have affected the state are also changing the way communities incorporate measures to improve their resiliency. SB 379 now requires that climate change and resiliency be included within general plans. To address these and other related topics within the General Plan, we propose undertaking an “in-all-policies” approach to weaving the topics of sustainability, health, climate change and resiliency, and environmental justice into Yuba City’s General Plan. Our intent is to include these topics into one or more of the relevant elements (e.g., land use, circulation, and public safety) rather than create stand-alone policies. A summary table of policies linked to issues will be part of the implementation portion of the draft General Plan.

This task will result in the preparation of the administrative draft text following each of the existing elements of the General Plan. While the State law changes affect some of the elements, PlaceWorks will review all General Plan policies to ensure consistency, and to provide a complete document for review of changes in context. The focus of our review will be compliance with State requirements and changes requested through the update process and approved by staff for inclusion. PlaceWorks will also review the City’s implementation tools to highlight any changes that might be needed as a result of the recommended Plan changes. The level of change anticipated in the General Plan Element is suggested in **Table 2**. Minimal changes are to reflect state law or new information like population growth, Modest changes would include new policies, or land use designations needed to meet RHNA, only the Housing Element will be a comprehensive change entirely replacing the existing Element. The following provides an overview of our focus areas:

TABLE 2 ANTICIPATED LEVEL OF CHANGES

GENERAL PLAN SECTION	FOCUS AREAS	LEVEL OF CHANGE
1.0 Introduction	<ul style="list-style-type: none"> Update of planning horizon & Community Vision 	Minimal
2.0 Growth and Economic Development	<ul style="list-style-type: none"> Review of policies 	Minimal
3.0 Land Use	<ul style="list-style-type: none"> Discussion of infill practices Update of land use map to show previous amendments Integration of previously approved General Plan Amendments SB 244 disadvantaged unincorporated communities analysis and policy changes SB 1000 environmental justice analysis and policy changes 	Modest
4.0 Community Design	<ul style="list-style-type: none"> Review and discussion to ensure policies are still relevant 	Minimal
5.0 Transportation	<ul style="list-style-type: none"> New complete streets policies (see additional discussion of Circulation Element audit below) Recommended adjustments (if any) to roadway designs 	Minimal
6.0 Parks, Schools, & Community Facilities	<ul style="list-style-type: none"> Evaluate policies considering any changes to density or population 	Minimal
7.0 Public Utilities	<ul style="list-style-type: none"> Evaluate services considering any changes to density or population 	Minimal
8.0 Environmental Conservation	<ul style="list-style-type: none"> Review within context of safety element, fuel breaks, wildfire, forestry 	Modest
9.0 Noise & Safety	<ul style="list-style-type: none"> Environmental justice analysis and policy changes SB 379 climate change adaptation analysis and policy changes (see additional discussion of SB 379 below) SB 1241 fire hazards review and policy changes Evaluate noise standards for consistency with design intent 	Modest
10.0 Implementation and Monitoring	<ul style="list-style-type: none"> Update as needed from General Plan Policy Change or EIR 	Minimal
11.0 Housing	<ul style="list-style-type: none"> 6th Cycle Housing Element 	Comprehensive

The PlaceWorks team will provide the administrative draft of our recommended changes in track change mode within the text of the current General Plan. We will be precise in our recommendations and efficient in changes. Any explanatory text will be in the form of comments, or an accompanying memorandum. All submittals will be in Word format, with any figures provided in PDF. We will also provide any associated background data in its raw format (e.g., GIS layers, spreadsheets). Each section of the General Plan will be provided as a separate file. (Parenthetical text shows anticipated level of change to the Element.)

1.0 Introduction (Minimal)

This section of the General Plan will provide an overview of the vision for the Yuba City and explain how to use the General Plan.

2.0 Growth and Economic Development (Minimal)

This section of the General Plan will be updated with new population and employment figures from regional sources such as SACOG or the California Department of Finance. The polices will be reviewed for context and relevance, however, most still seem to apply. Changes to this element are likely to be minimal and related only to population.

3.0 Land Use Element (Modest)

This Element will follow the requirements of state law (GOVT § 65302(a)) by establishing density and intensity of development, provide a diagram of where land uses (residential, commercial, industrial, public, private, timber, open space, etc.) will be allowed within the General Plan, and areas subject to flooding. To the greatest extent possible the element will be left as adopted. The only substantive changes will be to reflect new state laws, and any modifications needed to meet the City's RHNA. The policies will be reviewed to ensure that they still relate to the vision for the City.

4.0 Community Design (Minimal)

Due to budget constraints we recommend that this element of the General Plan remain as adopted. If funds are available, we can provide a scope to update this element with a summary of design concepts consistent with the current General Plan and include photographs to further illustrate the expectations of the City. Policies to encourage objective design standards for mixed use and multiple family dwellings could also be included to support adoption of objective design standards.

5.0 Transportation Element (Minimal)

Fehr & Peers will perform up to two runs of the cumulative version of the new City of Yuba City travel demand model to quantify the changes in travel associated with implementation of the City's Regional Housing Needs Assessment (RHNA). Specifically, we will input the proposed land use changes in specific Traffic Analysis Zones (TAZs) and run the model to yield the following:

- Cumulative Average Daily Traffic (ADT) on collector/arterial roadways
- Vehicle Miles of Travel (VMT), expressed either for the City as a whole, or normalized on a 'per unit' or 'per capita' basis.

Fehr & Peers will also be able to prepare cumulative peak hour traffic forecasts from the travel demand model to determine how the RHNA land use changes may affect specific intersection operations located near the land use changes.

6.0 Parks, Schools, & Community Facilities (Minimal)

Unless there are substantial changes to the buildout estimate for the City, revisions to this element of the General Plan will be limited to updating the baseline information (i.e. location of facilities, capacities, functions) and a review of the polices. We do not anticipate significant changes to this element.

7.0 Public Utilities (Minimal)

Similar to the Parks, Schools, & Community Facilities element, we will limit updates to reflecting changes since 2004 and any policies needed to reflect the population and employment projections. We will rely heavily on City staff for the information and policies, and do not anticipate significant changes to this element.

8.0 Environmental Conservation (Modest)

Without much effort, this element of the General Plan could be converted into the programmatic EIR. Section 15166 of the CEQA Guidelines specifically allow the General Plan EIR to be an element of the General Plan. This can be discussed at the kickoff meeting. Much of the information in this element will be refreshed with information from the EIR, regional and local plans, and input from City staff. It is unlikely that much of the base data will have changed significantly since it was adopted. We do not anticipate significant changes to this element.

9.0 Noise & Safety Element (Modest)

We do not envision significant changes to the noise portion of this element, however we will review the policies to see if the standards reflect the economic goals of the City. The safety element will be updated to be consistent with SB 379, and will include wildfire, flooding, and other policy changes needed to comply with state law. To the maximum extent practical the element will draw from the *Sutter County Multi-Jurisdiction Local Hazard Mitigation Plan*.

10.0 Implementation and Monitoring (Minimal)

Not technically an element of the General Plan, this will nonetheless need to be reviewed and updated to reflect any other changes in the document.

11.0 Housing Element (Comprehensive)

We will work closely with the City staff to determine the status, effectiveness, and appropriateness of the 2013–2021 Housing Element programs. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the Housing Element chapter of the 2013–2021 Housing Element for results achieved, we will evaluate the programs for compliance with state housing laws and will identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

We will update the needs analysis pursuant to Government Code Section 65583 with data from HCD’s pre-approved 6th cycle data package, (which is not subject to further review by HCD), 2010 U.S. Census, American Community Survey, and other relevant sources. PlaceWorks will coordinate with staff to develop a current housing inventory and to evaluate housing conditions using state approved criteria. The updated needs analysis will include the following:

- Population and Demographics: Population trends and projections, race and ethnicity, and population age.
- Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- Employment and Income: Employment by industry, occupation of employed residents, and income trends.
- Housing Stock Characteristics: Housing types and conditions, overcrowded households, and vacancy rates.
- Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for Energy Conservation: Pursuant to Senate Bill (SB) 375 and Assembly Bill (AB) 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Using the current sites inventory as a starting point, we will work with the City to determine viable sites based on new State Law requirements, requiring additional analysis for sites smaller than one-half acre, larger than 10 acres, and for underutilized sites. We will also identify sites included in the past two housing element cycles that per AB 1397 are now required to allow affordable housing by-right in order to continue to count these sites in the inventory including sites that are below the default density of 30 units an acre to identify enough sites to meet the 3,308 unit (2,110 of very low- and low-income) Regional Housing Needs Allocation (RHNA).

The Housing Element will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

The Housing Element will also include an analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

We will work closely with the community to develop a Housing Implementation Program. This will involve updating goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Development controls and regulatory incentives
- Working to provide housing opportunities for all city residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups.
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair share allocation
- Mitigating any governmental constraints to providing and improving housing

Focused and meaningful community engagement is an important part of the Housing Element Update process and we will integrate the housing policies and land inventory discussion into the outreach that is included in the overall project.

Prepare and Finalize Housing Element

Unique to the process, the Housing Element must be reviewed and accepted by the City and certified by the California Housing and Community Development Department (HCD). We will provide an administrative draft for City review, then submit the document to HCD for a 60-day review. Following both internal and HCD comments (we will respond to one set of HCD comments) we will prepare a public draft for consideration by the Commission and City Council.

3.2 Public Draft Document

Based on City staff comments, PlaceWorks will prepare a Public Review Draft of the document for review and to use at a public workshop. The administrative draft document will be accompanied by a summary memorandum showing a link to the existing General Plan components that were either brought through to the new Plan or reworded for ease of implementation. This will not be the track change effort but will provide summary rationale for the purpose of explaining the General Plan change(s) to the public.

PlaceWorks will provide a screen check version in PDF for review prior to City suitable for posting on the website well before the public meeting. If directed by the City, our recommendations on changes to the Municipal Code and development standards can also be provided for posting.

Task 4 Zoning Ordinance

4.1 Review of Zoning Code

PlaceWorks will evaluate the wording of the Municipal Code, development standards, and any standard mitigation measures/conditions of approval that would be affected by changes to the General Plan. PlaceWorks will provide a brief memorandum that outlines the process of review and makes recommendations on possible changes.

This work will result in completion of an update to the City's Zoning Ordinance. The updated Zoning Ordinance will contain new sections addressing housing law, streamlined review processes (including ministerial actions) and development standards intended to support new housing development, including affordable housing.

PlaceWorks will facilitate a work session with staff, decision-makers, and/or members of the public to introduce the project, explain the scope of the project, and solicit feedback from participants regarding important issues that the City should consider. Key to this meeting will be explaining that the project is not a complete rewrite of the Plan, but rather a very focused update of policies to keep the Plan current. In most instances, the existing policies are likely fine and need no change, others may only need a slight adjustment, and of course there may be new information or polices needed to comply with State law.

We expect that a thorough review of the plan will raise some issues that apply to this update, and other issues that the City may want to table until a later date. PlaceWorks will document all the input and provide a brief summary of issues to staff following the meeting. PlaceWorks will also provide a PowerPoint, staff report, agenda, and draft notice for the meeting. We do not anticipate this update to be comprehensive, but rather a series of focused revisions intended to implement the revised General Plan.

4.2 Immediate Changes

Changes to the Land Use Element are likely to result in a need to update at least a portion of the Municipal Code. This task will recommend changes that should be made along with adoption of the General Plan and evaluated in the supplemental EIR. Changes can include simple density updates, to new accessory dwelling units, or modifications to process. Some of the changes may be beyond the current resources and included in Task 4.3 Future Changes. For the immediate changes PlaceWorks will recommend zoning code changes and organize the recommendations into a format readily used for adoption.

4.3 Future Changes

When evaluating the Municipal Code, PlaceWorks will highlight changes that may need more public outreach such as a small lot subdivision, or introduction of new types of housing types. These future changes will be summarized in an action memorandum that could be used continue the update effort using Local Early Action Planning (LEAP) funds. PlaceWorks will provide the list, and enough explanation to determining the eventual scope and cost to complete the future change(s).

Task 4 Deliverables

- Immediate zone changes needed to support General Plan
- Future change memorandum for later comprehensive zoning code update
- PowerPoint, staff report, agenda, and draft notice for adoption meetings

Task 5. Environmental Analysis and Adoption

5.1 Supplement to the General Plan EIR

With the approach for a supplement to the General Plan EIR, only the areas that have changed will be updated. This means that some General Plan elements will remain relatively untouched through the process, others will have updated information or graphics, and some may have significant revisions. The background report will serve as a roadmap for this effort and provide both the setting discussion and the substantial evidence for the environmental analysis. While it is possible that the changes to the General Plan could be accomplished with an Addendum, this scope takes a conservative approach and assumes a Supplement to the General Plan EIR (SEIR) will be required.

Use of an SEIR allows us to reuse much of the setting, analysis, and policies in the EIR and General Plan to the maximum extent practicable. While the proposed changes to the General Plan may change some of the growth assumptions, the actual physical impacts of development are already addressed in the EIR. The SEIR will bring the certified EIR current with changes in state law and court decisions and refresh the technical analysis.

The following table below shows our assumptions on the contents of the SEIR. Issues with minimal change are those that will need to be updated with new information or graphics, but the overall environmental conclusion would remain unchanged. Since 2004 the CEQA landscape has changed significantly with the removal of Level of Service, and the rise in importance of greenhouse gas mitigation. While this affects individual projects, most of the change at the General Plan level is policy directing how subsequent analysis will be conducted. The SEIR will also evaluate buildout (or at least planning horizon) conditions to allow future tiering from the analysis.

As can be seen in the table below, we believe many of the EIR sections will remain adequate for the project with no substantive changes. This table is based on our current knowledge of the project and will be refined after the details of the project have been finalized.

TABLE 3 ENVIRONMENTAL ISSUE DISPOSITION

ENVIRONMENTAL ISSUE	NO CHANGE	MINIMAL CHANGE
Air Quality		X
Biological Resources	X	
Cultural Resources	X	
Energy		X
Geology and Soils	X	
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials	X	
Hydrology and Water Quality	X	
Land Use and Planning		X
Mineral Resources	X	
Noise		X
Population and Housing		X
Public Services		X
Recreation		X
Transportation	X	
Tribal Cultural Resources ¹		X
Utilities and Service Systems	X	
Wildfire		X
Alternatives	X	
Cumulative		X

5.2 Notice of Preparation and Scoping Meeting

Once the draft General Plan and zoning changes can be defined, PlaceWorks will prepare an administrative draft of the Notice of Preparation and submit the NOP to the City for review and approval before circulation. PlaceWorks will prepare drafts of all requisite filing forms and submit copies to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

A public scoping meeting should be held approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR analysis. This is also the appropriate time to initiate SB-18 and AB-52 tribal consultation. PlaceWorks will provide a PowerPoint and comment cards in support of the meeting and will attend to explain the CEQA process and the scope of the SEIR. The format of the meeting is not set by CEQA and can range from an open house to a standard presentation. The format for the scoping meeting will be determined with the City as part of the kick-off meeting.

5.3 Administrative Draft Supplemental EIR

Preparation of the SEIR will follow the CEQA Guidelines and the process agreed upon by the City at the kick-off meeting. PlaceWorks will prepare administrative drafts of all environmental documents as electronic submittals. The scope assumes a single set of consolidated electronic comments from the City. Public review drafts of all documents will be provided in both electronic and hard copy as requested in the final scope of work. PlaceWorks will also provide electronic draft versions of all notices and transmittals for review by the City.

PlaceWorks will prepare the document for review in separate chapters with graphics. The document will be concise and formatted like the existing General Plan EIR. To the maximum extent practicable, the analysis will rely upon the General Plan EIR and supplement only when the proposed project would change the analysis or the conclusion. At the end of staff review we will meet with staff to discuss the comments and outline changes to the document.

Technical Memos

The following technical analysis will be included in the draft chapters, or as appendices to the SEIR to support the discussion in the document. The memos will include a brief narrative explaining the rationale for model assumptions but will not be lengthy technical studies.

Transportation

Fehr & Peers will assist PlaceWorks by reviewing the administrative draft transportation chapter of the Supplemental General Plan DEIR for accuracy, clarity, and context. We will assist in reviewing proposed policy language and impact statements and mitigation measures. In particular, we will provide input on language pertaining to significant and unavoidable VMT transportation impacts, which will enable the City to tier off the DEIR to process consistent land use projects under CEQA section 15162.

Fehr & Peers will be available to attend two video conference calls or in-person meetings during the course of this study. Fehr & Peers has budgeted eight hours to provide written responses to transportation-related comments on the Draft SEIR.

Air Quality and Greenhouse Gas Emissions Analysis

ECORP will conduct an emissions-related analysis of the potential future growth allowed under the proposed General Plan Update beyond current conditions. Emissions associated with the proposed General Plan Update will be predominately quantified using the California Emissions Estimator Model (CalEEMod). The predominate source of emissions is expected to be automobile traffic and the quantification of mobile-source emissions will be derived from the type of information identified in the transportation analysis (vehicles miles traveled, average daily trips, average trip length, etc.). The analysis of the estimated emissions will be based on the Feather River Air Quality Management District (FRAQMD)-recommended methodologies and thresholds of significance, including those documented in the 2010 Review Guidelines.

The proposed General Plan Land Use Map could potentially cite sensitive receptors adjacent to a source of Toxic Air Contaminants (TACs) resulting in significant impacts to air quality and human health. Applicable rules and regulations that would reduce public exposure to TACs, such as proposed General Plan policy provisions, FRAQMD rules and regulations and/or the development of appropriate overlays to avoid exposure of sensitive receptors to adverse levels of TACs will be discussed.

ECORP's emissions-related analysis will document existing conditions, current regulations affecting City actions, and potential growth allowed beyond existing conditions with regard to air quality resources and GHG emissions. A draft version of the technical report will be provided for review and comment. After receiving one round of complete and compiled comments, ECORP will prepare a final version of the report.

Noise and Vibration

Government Code Section 65302(f) does require noise elements to show the noise contours for all of the identified sources. The Noise Element must examine noise sources in the City in order to identify and assess the potential for noise conflicts and problems, and to identify ways to reduce existing and potential noise impacts. ECORP's state-of-the-art technology and noise modeling software will ensure all major noise sources affecting the City are accurately characterized.

Baseline noise measurements throughout key areas of the City will be calculated with a Larson Davis SoundExpert LxT precision sound level meter, which satisfies the American National Standards Institute (ANSI) guidelines for general environmental noise measurement instrumentation. This baseline noise survey will consist of a combination of both long-term (24-Hour) measurements and short-term (30 minute) measurements conducted throughout the City (8 long-term and 10 short-term). Vehicle noise associated with the City's busiest roadways will be modeled using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108), while key stationary and industrial sources of noise will be modeled with the SoundPLAN 3D noise model, which predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings and barriers.

The noise analysis will then address noise that affects the larger community, rather than noise associated with site-specific conditions. Existing and future noise from mobile and stationary sources will be considered, as well as the compatibility of land uses and sensitive receptors. The analysis will identify projected noise levels affecting the City and identify the proposed goals and policies under the General Plan that assist to maintain noise levels that are compatible with various types of land uses, as well as prevent high noise levels in sensitive areas.

Cultural Analysis

The scope assumes that we can rely upon the General Plan EIR and include only the SB-18 and AB-52 process in the Supplemental EIR. PlaceWorks will assist the City in completing the Tribal consultation process. PlaceWorks can include the results of the SB-18 and AB-52 tribal consultation process initiated by the City without the need for additional study. A summary of all materials received during the consultation process will be provided as an attachment to the SEIR.

5.4 Public Draft Supplemental EIR

PlaceWorks will make the changes from Task 5.3 and prepare a public draft General Plan for public circulation. Using the NOP mailing list from Task 5.2, PlaceWorks will distribute the Summary chapter of the environmental analysis and the entire General Plan with Technical Appendices in electronic format.

The Public Draft SEIR will be provided in both electronic format for posting on the website and in hard copy with appendices on CD or thumb drive. The number of copies will be determined at the kick-off meeting. PlaceWorks will deliver the 15 copies of the electronic document to the state clearinghouse using their e-submittal process and forms.

5.5 Final SEIR & Response to Comments

The Final EIR will include response to comments, any edits needed to the Draft EIR, and errata if necessary. PlaceWorks will meet with the City to evaluate the comments received on the Draft EIR and collaborate on responses. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the SEIR. This scope and budget provide an estimate of the time needed to prepare the Final SEIR; we may need to reevaluate the scope and budget if significantly more comments are received.

PlaceWorks will respond to comments made on the PEIR and provide both the comments and their responses as part of the materials for consideration of the City as part of the adoption. The responses will differentiate between the General Plan policies and the Environmental Analysis. All comments will be provided with a reasoned response. We do not anticipate significant comments as part of this update effort and have budgeted 40 hours to address the comments.

5.6 Findings and Mitigation Monitoring Program

PlaceWorks will prepare Draft Findings for review by the City based on the set of findings used for the General Plan EIR, or in another format approved by the City Attorney. PlaceWorks will also prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the MMRP from the General Plan EIR and resulting from any changes discussed in the SEIR. PlaceWorks will provide electronic copies of the Findings, and MMRP for use in the staff report. PlaceWorks will assist in preparing the staff report and PowerPoint presentation for the project and will attend the certification hearing(s) for the EIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.

Task 5 Deliverables

- Notice of Preparation
- Scoping Meeting Materials (PPT, Comment Cards)
- Technical Memorandums summarizing assumptions for:
 - Transportation (F&P)
 - Air Quality and GHG (Ecorp)
 - Noise (Ecorp)
 - Cultural Resources (SB-18/AB-52 only)

- Administrative Draft Supplemental EIR
- Public Draft Supplemental EIR
- Administrative Draft Final SEIR, Response to Comments
- Public Draft Final SEIR, Response to Comments
- Draft Public Notices including availability, SCH e-filing forms, Notice of Determination
- Findings, Mitigation Monitoring Program
- Presentation materials for certification hearings

Task 6 Public Outreach and Meetings

6.1 Community Workshops

PlaceWorks will plan for and conduct a community workshop that will provide an overview of the project and ask questions of the community. As of this writing, traditional in-person meetings are not advised due to the COVID-19 virus and the need to keep social distance. Until this is resolved, PlaceWorks can prepare on-line materials such as narrated PowerPoint, or short videos, designed to inform and ask questions for residents to respond electronically. The materials can be viewed in private, and comments provided to the City through email, doodle poll, and other electronic methods of gauging public opinion. The videos and email feedback will provide an excellent record of the initial phases of the project. We can post updates for new topics, and of course have an in-person meeting once the crisis has abated. We will reach out to public agencies, community leaders, and others who have expressed an interest in the project directly, and conduct phone interviews if needed to ensure their issues are documented for the project. The combination of on-line information, letters, and phone calls will provide adequate input to keep the project moving forward.

PlaceWorks will facilitate a second work session with staff, decision-makers, and/or members of the public to present the draft General Plan changes. We will solicit feedback on the Draft Targeted General Plan Update for consideration by staff and the City Council. As this meeting will occur later in the process (late 2020/early 2021) we would expect the virus to have run its course. If we are still unable to have a large community meeting, we can use a similar process to the first workshop and conduct the meeting online.

City Participation: In addition to the review of materials, the following assistance is assumed as part of our scope:

- City will provide the venue for the public meeting.
- City will provide the PowerPoint, comment cards, copies of handouts for meeting participants. (handout design provided by PlaceWorks)
- City will post and/or publish the notice of the informational workshop. (notice provided by PlaceWorks)

Deliverables:

- Administrative Draft Targeted General Plan Update
- Public Review Draft Targeted General Plan Update
- Memorandum on Municipal Code or standards changes
- Public notice for second informational workshop
- Agenda, staff report, and PowerPoint for informational workshop

Timing: 3 – 6 months from start of project.

6.2 Staff Review Meetings

Over the course of the project we will be in regular contact with the staff to review policies, gather data, and discuss approaches to the update. Most of this interaction would have occurred via phone, email, and conference call before the current COVID-19 isolation and will be part of our process now. Assuming that the crisis will have abated by the time administrative draft(s) of the documents are ready for review, PlaceWorks will attend a meeting to review staff comments and discuss issues. We will provide the documents electronically, allow for staff review, then after we've reviewed the comments, we'll schedule an in-person meeting with staff to review and edit. We like to have the document, computer, projector, and coffee, with staff to make changes in real time in the actual document. We have found this to be efficient at accurately reflecting the agency issues. If we are still in isolation, we can have the same review/edit meetings using screen sharing and conference calls. While not as efficient, it does keep the project moving forward. We believe two formal staff document review meetings will be needed.

6.3 Adoption Hearings

PlaceWorks will present the Public Review Draft General Plan and EIR to the City Council for consideration. PlaceWorks will attend up to two adoption hearings before the Council.

Once the General Plan Update is adopted, PlaceWorks will create a Final General Plan for distribution and archiving. As part of this task, PlaceWorks will incorporate any changes to the Public Review Draft directed by the City Council during the adoption hearings and remove all tracked changes.

City Participation: In addition to the review of materials, the following assistance is assumed as part of our scope:

- A. City will provide the venue for the public meetings.
- B. City will provide copies of handouts for meeting participants. (handout design provided by PlaceWorks)
- C. City will post and/or publish the notice of the adoption hearings. (notice provided by PlaceWorks)
- D. City will post information on the City's website as appropriate. (provided by PlaceWorks)

Deliverables:

- A. Administrative Draft SEIR with supporting materials
- B. Public Review Draft SEIR with supporting materials
- C. Staff report assistance, including resolution wording for CEQA consideration
- D. Public notice for adoption hearings
- E. Staff report and PowerPoint for adoption hearings

Timing: Completed within 60 days of the completion of Phase 2.

ASSUMPTIONS

This scope of work and cost estimate assumes that:

- The update to the General Plan is focused on State-mandated changes and does not include significant changes to the land use map. PlaceWorks will include changes to the map that have been approved by the City prior to the proposed project, as well as those considered necessary to meet RHNA.
- Changes to the Circulation Element are limited to complete street and VMT provisions.
- Our cost estimate includes the meetings described in the Scope. Additional meetings would be billed on a time-and-materials basis. Each project meeting will last up to two hours.
- All administrative draft materials will be provided electronically, and all edits to the General Plan will be shown in track changes/comment.
- City Planning staff will act as a clearinghouse for comments on all administrative draft documents, and will provide PlaceWorks with a single, internally reconciled set of comments on each administrative draft in electronic format.
- There will be a single round of intensive review and revision to each administrative draft product prior to the screen check draft. If City staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- Revisions to screen check drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- PlaceWorks will provide the following documents in hard copy; all other documents will be provided in electronic format. If the City desires additional printed hard copies, printing costs will be billed at PlaceWorks' actual cost.

Task	Description	PLACEWORKS								PlaceWorks Hours	PlaceWorks Labor Total	Ecorp	Fehr & Peers	10%	TOTAL TASK BUDGET
		Mark Teague	Jennifer Gastelum	Cynthia Walsh	Miles Barker	Rob Mazur	Graphics	Senior Editor	WP/ Clerical			AQ GHG Noise	Trans	Subcons. Labor Total (incl. 10% mark-up)	
		Principal in Charge	Associate Principal	Senior Associate	Project Planner	GIS						PlaceWorks Hours	PlaceWorks Labor Total	Subcons. Labor Total (incl. 10% mark-up)	
Hourly Rate:		\$215	\$200	\$150	\$110	\$170	\$90	\$135	\$90						
TASK 1. Start Up, Administration, and Collaboration															
1.1	Project Kickoff Meeting	6	6	6	8					26	\$4,270			\$0	\$4,355
1.2	Administration and Communication	40		20						60	\$11,600			\$0	\$11,832
Task 1. Subtotal		46	6	26	8	0	0	0	0	86	\$15,870	\$0	\$0	\$0	\$16,187
TASK 2. Background Research															
2.1	Review of Existing General Plan	8		8						16	\$2,920			\$0	\$2,978
2.2	Background Memos	16		16	40			15	8	95	\$12,985			\$0	\$13,245
2.3	Geographic Information System				8	16				24	\$3,600			\$0	\$3,672
Task 2. Subtotal		24	0	24	48	16	0	15	8	135	\$19,505	\$0	\$0	\$0	\$19,895
TASK 3. General Plan															
3.1	Growth and Economic Development	1								1	\$215			\$0	\$219
3.2	Land Use Element	16		24	40	13	9			102	\$14,460			\$0	\$14,460
3.3	Community Design	1			2					3	\$435			\$0	\$444
3.4	Transportation	4			8					12	\$1,740		15,545	\$17,100	\$18,874
3.5	Parks, Schools & Community Facilities	1			2					3	\$435			\$0	\$444
3.6	Public Utilities	1			4					5	\$655			\$0	\$668
3.7	Environmental Conservation	8			24		12			44	\$5,440			\$0	\$5,549
3.8	Noise & Safety	36		60	110	32				238	\$34,280	13,200		\$14,520	\$49,486
3.9	Implementation and Monitoring	4		12	16					32	\$4,420			\$0	\$4,508
3.10	Housing Element		25	130	130	25	15		25	350	\$46,650			\$0	\$47,583
3.11	Second Admin Draft	4			24		4			32	\$3,860			\$0	\$3,937
3.12	Public Draft Document	4		8	16			35	16	79	\$9,985			\$0	\$10,185
Task 3. Subtotal		80	25	234	376	70	40	35	41	901	\$122,575	\$13,200	\$15,545	\$31,620	\$156,357
TASK 4. Zoning Ordinance															
4.1	Review of zoning code	24			12					36	\$6,480			\$0	\$6,610
4.2	Immediate Changes	16			8					24	\$4,320			\$0	\$4,406
4.3	Future Change Memorandum	16			4			8	8	36	\$5,680			\$0	\$5,794
Task 4. Subtotal		56	0	0	24	0	0	8	8	96	\$16,480	\$0	\$0	\$0	\$16,810
TASK 5. Environmental Analysis															
5.1	Notice of Preparation	6			24		8			38	\$4,650			\$0	\$4,743
5.2	Administrative Draft Supplemental EIR	20		4	80		16	25	24	169	\$20,675	6,900	9,455	\$17,991	\$39,079
5.3	Public Draft Supplemental EIR	4		4	24		8		16	56	\$6,260			\$0	\$6,385
5.4	Final SEIR & Response to Comments	10			40				24	74	\$8,710			\$0	\$8,884
5.5	Findings, MMRP	8			32				16	56	\$6,680			\$0	\$6,814
Task 5. Subtotal		48	0	8	200	0	32	25	80	393	\$46,975	\$6,900	\$9,455	\$17,991	\$65,905
TASK 6. Public Outreach & Meetings															
6.1	Workshops (2)	12	8	12	12		8		8	60	\$8,740			\$0	\$8,915
6.2	Staff Review Meetings (2)	12	8	12	12					44	\$7,300			\$0	\$7,446
6.3	Adoption Hearings	8		8	8					24	\$3,800			\$0	\$3,876
Task 6. Subtotal		32	16	32	32	0	8	0	8	128	\$19,840	\$0	\$0	\$0	\$20,237
Labor Hours Total		286	47	324	688	86	80	83	145	1739		\$20,100	\$25,000	\$49,610	\$295,391
Labor Dollars Total		\$61,490	\$9,400	\$48,600	\$75,680	\$14,620	\$7,200	\$11,205	\$13,050		\$241,245				
PlaceWorks Percent of Total Labor		16.4%	2.7%	18.6%	39.6%	4.9%	4.6%	4.8%	8.3%	100.0%					
Subconsultants Reimbursable Expenses															
PlaceWorks Reimbursable Expenses															
REIMBURSABLE EXPENSES TOTAL															
2% of Labor for Office Expenses															
GRAND TOTAL															
\$300,000															

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

ATTACHMENT 3

WORK SCOPE

APPROACH

We view this update as a technical refresh of the Town's 2014 Housing Element and the 2001 Land Use Element, as have some of the priorities both local and regional has changed. This does not mean that the entire General Plan needs to be replaced, and we believe that selective review and update is appropriate. This approach also extends to the environmental analysis. We will work with the Town to change only those things necessary to remain compliant with regulations, and to meet the needs of the Town. As a technical update, we can build upon the investment the Town made in 2001 General Plan Land Use Element and extend the life of the plan for another 20 years. The following work of scope follows this approach and focuses on the Land Use and Housing Element update to meet new state law requirements and Housing Element certification by the state by May 15, 2021.

PROJECT UNDERSTANDING

The Town's General Plan Land Use Element needs a technical review and update to reflect changes in state laws that since the Plan was adopted in 2001. The work effort is not a wholesale re-write of the General Plan Land Use Element, but rather a review of the current goals, policies, and programs, but an update intended to streamline the document, make it more accessible to the residents, and easier for the Town to implement. As part of the update the Town will also consider housing densities, building types, and other land use methods to help meet the Regional Housing Needs Allocation (RHNA). Key objectives of this work include:

- Update General Plan Land Use Element to address new state law
- Provide a robust site inventory to support the Land Use and Housing Elements
- Update Land Use Element and Housing Elements
- Prepare a CEQA document

We recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project. A summary of the work program is presented in **Table 1**.

TABLE 1 WORK PROGRAM SUMMARY	
Task 1: Start-Up, Administration, & Collaboration	
1.1 Project Kickoff Meeting	1.2 Administration & Communication
Task 2: Background Research	
2.1 Review of Existing General Plan	2.3 Geographic Information System
2.2 Background Report	
Task 3: General Plan Update	
3.1 Administrative Draft General Plan	3.2 Public Draft Document
Task 4: Zoning Ordinance	
4.1 Review of Zoning Code	4.3 Future Changes
4.2 Immediate Changes	
Task 5: Environmental Analysis and Adoption	
5.1 Supplement to the General Plan EIR	5.4 Public Draft Supplemental EIR
5.2 Notice of Preparation and Scoping Meeting	5.5 Final SEIR & Response to Comments
5.3 Administrative Draft Supplement EIR	5.5 Findings and Mitigation Monitoring Program
Task 6 Public Outreach and Meeting	
6.1 Community Workshops	6.3 Adoption Hearings
6.2 Staff Review Meetings	

Task 1. Start Up, Administration, and Collaboration

In this task, the PlaceWorks team will work with the Yuba City staff to initiate the project and gain a thorough understanding of the key issues for the update. We will discuss document format, existing resources, staffing and team assignments, and administrative procedures.

1.1 Project Kickoff Meeting

Mark Teague, AICP, Principal-in-Charge, Jennifer Gastelum, Cynthia Walsh, and Miles Barker, from PlaceWorks, will meet with City staff to discuss the various project elements and the budgets and timetables for their completion. A key focus will be integrating previous planning work within Yuba City (such as specific plans and recent project approvals); changes to ensure compliance with State policies and programs; and a respect for the community’s vision for Yuba City’s future. To be efficient the format of the new document will be the same as the current general plan. We will maintain a track-change version of the document for City files. During this meeting, we will review the project work program, schedule, products, meetings, and general goals and objectives, and will assign specific project tasks and set key milestones.

1.2 Administration and Communication

PlaceWorks will provide ongoing project management, including regular progress reports to staff, regular check-in calls with staff, and budget and schedule reviews as needed to ensure that the project remains on schedule and within budget.

City Participation: This scope of work includes tasks that the City can facilitate that will both reduce costs and improve efficiency of the process. In addition to the review of materials, for Phase 1, the following assistance is assumed as part of our scope:

- A. City will provide an editable electronic copy of the General Plan, General Plan EIR, and GIS mapping layers.
- B. City will provide the venue for the public meeting (if held).
- C. City will post and/or publish the notice of the informational workshop. (notice drafted by PlaceWorks)

Deliverables:

- A. Preliminary recommendations on policy areas in need of update
- B. Public notice for informational workshop
- C. Agenda, staff report, and PowerPoint for informational workshop
- D. Online materials for topic points. This may be a narrated PowerPoint, or series of short videos. Up to four are proposed.
- E. Phone interviews with up to 8 stakeholders

Timing: Completed within 100 days of authorization to proceed. The informational public meeting, or online posting, will occur during the first 90 days.

Task 2. Background Research

2.1 Review of Existing General Plan

PlaceWorks will meet with staff to discuss the status of policy implementation and review issues that staff believes should be addressed as part of the update. We'll discuss ideas on potential policy changes and methods of addressing State requirements with a Yuba City focus. We will prepare a memorandum that summarizes the legal requirements for a new General Plan, and where the current plan may need revision.

2.2 Background Report

Rather than a lengthy background report, we recommend a series of topical background memos. The memos will briefly describe existing conditions, estimate change resulting from future growth, and provide a basis for discussion on recommended changes. The memoranda will range in length, and in some instances will be based on the chapter of the General Plan EIR, or General Plan, showing the recommended changes. Existing information for utilities and public services will be provided as available from the City. To the maximum extent practical, the supporting information will be drawn from previous work in and around the City.

2.3 Geographic Information System

We will need the City's GIS layers to aid in the update of the land use and housing elements. We will work with the City to include local and regional layers that may apply. We can include state and federal information on wildfire and flooding to inform the safety element. Additional layers may be added when data becomes available and as needed to support the update and EIR.

Task 3. General Plan Update

Based on the results of our review of the existing General Plan, discussions with staff, and input from the public, the PlaceWorks team will begin drafting text needed to comply with the current State requirements.

3.1 Administrative Draft General Plan

As of 2019, SB 1000 requires that environmental justice goals, policies, and programs be woven into general plan updates. This includes topics such as safe and sanitary housing, public facilities and services, active living, access to food, and reduction in pollution exposure. Natural disasters, be it flooding or wildfire, that have affected the state are also changing the way communities incorporate measures to improve their resiliency. SB 379 now requires that climate change and resiliency be included within general plans. To address these and other related topics within the General Plan, we propose undertaking an “in-all-policies” approach to weaving the topics of sustainability, health, climate change and resiliency, and environmental justice into Yuba City’s General Plan. Our intent is to include these topics into one or more of the relevant elements (e.g., land use, circulation, and public safety) rather than create stand-alone policies. A summary table of policies linked to issues will be part of the implementation portion of the draft General Plan.

This task will result in the preparation of the administrative draft text following each of the existing elements of the General Plan. While the State law changes affect some of the elements, PlaceWorks will review all General Plan policies to ensure consistency, and to provide a complete document for review of changes in context. The focus of our review will be compliance with State requirements and changes requested through the update process and approved by staff for inclusion. PlaceWorks will also review the City’s implementation tools to highlight any changes that might be needed as a result of the recommended Plan changes. The level of change anticipated in the General Plan Element is suggested in **Table 2**. Minimal changes are to reflect state law or new information like population growth, Modest changes would include new policies, or land use designations needed to meet RHNA, only the Housing Element will be a comprehensive change entirely replacing the existing Element. The following provides an overview of our focus areas:

TABLE 2 ANTICIPATED LEVEL OF CHANGES

GENERAL PLAN SECTION	FOCUS AREAS	LEVEL OF CHANGE
1.0 Introduction	<ul style="list-style-type: none"> Update of planning horizon & Community Vision 	Minimal
2.0 Growth and Economic Development	<ul style="list-style-type: none"> Review of policies 	Minimal
3.0 Land Use	<ul style="list-style-type: none"> Discussion of infill practices Update of land use map to show previous amendments Integration of previously approved General Plan Amendments SB 244 disadvantaged unincorporated communities analysis and policy changes SB 1000 environmental justice analysis and policy changes 	Modest
4.0 Community Design	<ul style="list-style-type: none"> Review and discussion to ensure policies are still relevant 	Minimal
5.0 Transportation	<ul style="list-style-type: none"> New complete streets policies (see additional discussion of Circulation Element audit below) Recommended adjustments (if any) to roadway designs 	Minimal
6.0 Parks, Schools, & Community Facilities	<ul style="list-style-type: none"> Evaluate policies considering any changes to density or population 	Minimal
7.0 Public Utilities	<ul style="list-style-type: none"> Evaluate services considering any changes to density or population 	Minimal
8.0 Environmental Conservation	<ul style="list-style-type: none"> Review within context of safety element, fuel breaks, wildfire, forestry 	Modest
9.0 Noise & Safety	<ul style="list-style-type: none"> Environmental justice analysis and policy changes SB 379 climate change adaptation analysis and policy changes (see additional discussion of SB 379 below) SB 1241 fire hazards review and policy changes Evaluate noise standards for consistency with design intent 	Modest
10.0 Implementation and Monitoring	<ul style="list-style-type: none"> Update as needed from General Plan Policy Change or EIR 	Minimal
11.0 Housing	<ul style="list-style-type: none"> 6th Cycle Housing Element 	Comprehensive

The PlaceWorks team will provide the administrative draft of our recommended changes in track change mode within the text of the current General Plan. We will be precise in our recommendations and efficient in changes. Any explanatory text will be in the form of comments, or an accompanying memorandum. All submittals will be in Word format, with any figures provided in PDF. We will also provide any associated background data in its raw format (e.g., GIS layers, spreadsheets). Each section of the General Plan will be provided as a separate file. (Parenthetical text shows anticipated level of change to the Element.)

1.0 Introduction (Minimal)

This section of the General Plan will provide an overview of the vision for the Yuba City and explain how to use the General Plan.

2.0 Growth and Economic Development (Minimal)

This section of the General Plan will be updated with new population and employment figures from regional sources such as SACOG or the California Department of Finance. The polices will be reviewed for context and relevance, however, most still seem to apply. Changes to this element are likely to be minimal and related only to population.

3.0 Land Use Element (Modest)

This Element will follow the requirements of state law (GOVT § 65302(a)) by establishing density and intensity of development, provide a diagram of where land uses (residential, commercial, industrial, public, private, timber, open space, etc.) will be allowed within the General Plan, and areas subject to flooding. To the greatest extent possible the element will be left as adopted. The only substantive changes will be to reflect new state laws, and any modifications needed to meet the City's RHNA. The policies will be reviewed to ensure that they still relate to the vision for the City.

4.0 Community Design (Minimal)

Due to budget constraints we recommend that this element of the General Plan remain as adopted. If funds are available, we can provide a scope to update this element with a summary of design concepts consistent with the current General Plan and include photographs to further illustrate the expectations of the City. Policies to encourage objective design standards for mixed use and multiple family dwellings could also be included to support adoption of objective design standards.

5.0 Transportation Element (Minimal)

Fehr & Peers will perform up to two runs of the cumulative version of the new City of Yuba City travel demand model to quantify the changes in travel associated with implementation of the City's Regional Housing Needs Assessment (RHNA). Specifically, we will input the proposed land use changes in specific Traffic Analysis Zones (TAZs) and run the model to yield the following:

- Cumulative Average Daily Traffic (ADT) on collector/arterial roadways
- Vehicle Miles of Travel (VMT), expressed either for the City as a whole, or normalized on a 'per unit' or 'per capita' basis.

Fehr & Peers will also be able to prepare cumulative peak hour traffic forecasts from the travel demand model to determine how the RHNA land use changes may affect specific intersection operations located near the land use changes.

6.0 Parks, Schools, & Community Facilities (Minimal)

Unless there are substantial changes to the buildout estimate for the City, revisions to this element of the General Plan will be limited to updating the baseline information (i.e. location of facilities, capacities, functions) and a review of the polices. We do not anticipate significant changes to this element.

7.0 Public Utilities (Minimal)

Similar to the Parks, Schools, & Community Facilities element, we will limit updates to reflecting changes since 2004 and any policies needed to reflect the population and employment projections. We will rely heavily on City staff for the information and policies, and do not anticipate significant changes to this element.

8.0 Environmental Conservation (Modest)

Without much effort, this element of the General Plan could be converted into the programmatic EIR. Section 15166 of the CEQA Guidelines specifically allow the General Plan EIR to be an element of the General Plan. This can be discussed at the kickoff meeting. Much of the information in this element will be refreshed with information from the EIR, regional and local plans, and input from City staff. It is unlikely that much of the base data will have changed significantly since it was adopted. We do not anticipate significant changes to this element.

9.0 Noise & Safety Element (Modest)

We do not envision significant changes to the noise portion of this element, however we will review the policies to see if the standards reflect the economic goals of the City. The safety element will be updated to be consistent with SB 379, and will include wildfire, flooding, and other policy changes needed to comply with state law. To the maximum extent practical the element will draw from the *Sutter County Multi-Jurisdiction Local Hazard Mitigation Plan*.

10.0 Implementation and Monitoring (Minimal)

Not technically an element of the General Plan, this will nonetheless need to be reviewed and updated to reflect any other changes in the document.

11.0 Housing Element (Comprehensive)

We will work closely with the City staff to determine the status, effectiveness, and appropriateness of the 2013–2021 Housing Element programs. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the Housing Element chapter of the 2013–2021 Housing Element for results achieved, we will evaluate the programs for compliance with state housing laws and will identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

We will update the needs analysis pursuant to Government Code Section 65583 with data from HCD’s pre-approved 6th cycle data package, (which is not subject to further review by HCD), 2010 U.S. Census, American Community Survey, and other relevant sources. PlaceWorks will coordinate with staff to develop a current housing inventory and to evaluate housing conditions using state approved criteria. The updated needs analysis will include the following:

- Population and Demographics: Population trends and projections, race and ethnicity, and population age.
- Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- Employment and Income: Employment by industry, occupation of employed residents, and income trends.
- Housing Stock Characteristics: Housing types and conditions, overcrowded households, and vacancy rates.
- Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for Energy Conservation: Pursuant to Senate Bill (SB) 375 and Assembly Bill (AB) 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Using the current sites inventory as a starting point, we will work with the City to determine viable sites based on new State Law requirements, requiring additional analysis for sites smaller than one-half acre, larger than 10 acres, and for underutilized sites. We will also identify sites included in the past two housing element cycles that per AB 1397 are now required to allow affordable housing by-right in order to continue to count these sites in the inventory including sites that are below the default density of 30 units an acre to identify enough sites to meet the 3,308 unit (2,110 of very low- and low-income) Regional Housing Needs Allocation (RHNA).

The Housing Element will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private sector resources. We will assess current and potential housing programs to recommend future programs that will support the City’s housing objectives.

The Housing Element will also include an analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

We will work closely with the community to develop a Housing Implementation Program. This will involve updating goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Development controls and regulatory incentives
- Working to provide housing opportunities for all city residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups.
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair share allocation
- Mitigating any governmental constraints to providing and improving housing

Focused and meaningful community engagement is an important part of the Housing Element Update process and we will integrate the housing policies and land inventory discussion into the outreach that is included in the overall project.

Prepare and Finalize Housing Element

Unique to the process, the Housing Element must be reviewed and accepted by the City and certified by the California Housing and Community Development Department (HCD). We will provide an administrative draft for City review, then submit the document to HCD for a 60-day review. Following both internal and HCD comments (we will respond to one set of HCD comments) we will prepare a public draft for consideration by the Commission and City Council.

3.2 Public Draft Document

Based on City staff comments, PlaceWorks will prepare a Public Review Draft of the document for review and to use at a public workshop. The administrative draft document will be accompanied by a summary memorandum showing a link to the existing General Plan components that were either brought through to the new Plan or reworded for ease of implementation. This will not be the track change effort but will provide summary rationale for the purpose of explaining the General Plan change(s) to the public.

PlaceWorks will provide a screen check version in PDF for review prior to City suitable for posting on the website well before the public meeting. If directed by the City, our recommendations on changes to the Municipal Code and development standards can also be provided for posting.

Task 4 Zoning Ordinance

4.1 Review of Zoning Code

PlaceWorks will evaluate the wording of the Municipal Code, development standards, and any standard mitigation measures/conditions of approval that would be affected by changes to the General Plan. PlaceWorks will provide a brief memorandum that outlines the process of review and makes recommendations on possible changes.

This work will result in completion of an update to the City's Zoning Ordinance. The updated Zoning Ordinance will contain new sections addressing housing law, streamlined review processes (including ministerial actions) and development standards intended to support new housing development, including affordable housing.

PlaceWorks will facilitate a work session with staff, decision-makers, and/or members of the public to introduce the project, explain the scope of the project, and solicit feedback from participants regarding important issues that the City should consider. Key to this meeting will be explaining that the project is not a complete rewrite of the Plan, but rather a very focused update of policies to keep the Plan current. In most instances, the existing policies are likely fine and need no change, others may only need a slight adjustment, and of course there may be new information or polices needed to comply with State law.

We expect that a thorough review of the plan will raise some issues that apply to this update, and other issues that the City may want to table until a later date. PlaceWorks will document all the input and provide a brief summary of issues to staff following the meeting. PlaceWorks will also provide a PowerPoint, staff report, agenda, and draft notice for the meeting. We do not anticipate this update to be comprehensive, but rather a series of focused revisions intended to implement the revised General Plan.

4.2 Immediate Changes

Changes to the Land Use Element are likely to result in a need to update at least a portion of the Municipal Code. This task will recommend changes that should be made along with adoption of the General Plan and evaluated in the supplemental EIR. Changes can include simple density updates, to new accessory dwelling units, or modifications to process. Some of the changes may be beyond the current resources and included in Task 4.3 Future Changes. For the immediate changes PlaceWorks will recommend zoning code changes and organize the recommendations into a format readily used for adoption.

4.3 Future Changes

When evaluating the Municipal Code, PlaceWorks will highlight changes that may need more public outreach such as a small lot subdivision, or introduction of new types of housing types. These future changes will be summarized in an action memorandum that could be used continue the update effort using Local Early Action Planning (LEAP) funds. PlaceWorks will provide the list, and enough explanation to determining the eventual scope and cost to complete the future change(s).

Task 4 Deliverables

- Immediate zone changes needed to support General Plan
- Future change memorandum for later comprehensive zoning code update
- PowerPoint, staff report, agenda, and draft notice for adoption meetings

Task 5. Environmental Analysis and Adoption

5.1 Supplement to the General Plan EIR

With the approach for a supplement to the General Plan EIR, only the areas that have changed will be updated. This means that some General Plan elements will remain relatively untouched through the process, others will have updated information or graphics, and some may have significant revisions. The background report will serve as a roadmap for this effort and provide both the setting discussion and the substantial evidence for the environmental analysis. While it is possible that the changes to the General Plan could be accomplished with an Addendum, this scope takes a conservative approach and assumes a Supplement to the General Plan EIR (SEIR) will be required.

Use of an SEIR allows us to reuse much of the setting, analysis, and policies in the EIR and General Plan to the maximum extent practicable. While the proposed changes to the General Plan may change some of the growth assumptions, the actual physical impacts of development are already addressed in the EIR. The SEIR will bring the certified EIR current with changes in state law and court decisions and refresh the technical analysis.

The following table below shows our assumptions on the contents of the SEIR. Issues with minimal change are those that will need to be updated with new information or graphics, but the overall environmental conclusion would remain unchanged. Since 2004 the CEQA landscape has changed significantly with the removal of Level of Service, and the rise in importance of greenhouse gas mitigation. While this affects individual projects, most of the change at the General Plan level is policy directing how subsequent analysis will be conducted. The SEIR will also evaluate buildout (or at least planning horizon) conditions to allow future tiering from the analysis.

As can be seen in the table below, we believe many of the EIR sections will remain adequate for the project with no substantive changes. This table is based on our current knowledge of the project and will be refined after the details of the project have been finalized.

TABLE 3 ENVIRONMENTAL ISSUE DISPOSITION

ENVIRONMENTAL ISSUE	NO CHANGE	MINIMAL CHANGE
Air Quality		X
Biological Resources	X	
Cultural Resources	X	
Energy		X
Geology and Soils	X	
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials	X	
Hydrology and Water Quality	X	
Land Use and Planning		X
Mineral Resources	X	
Noise		X
Population and Housing		X
Public Services		X
Recreation		X
Transportation	X	
Tribal Cultural Resources ¹		X
Utilities and Service Systems	X	
Wildfire		X
Alternatives	X	
Cumulative		X

5.2 Notice of Preparation and Scoping Meeting

Once the draft General Plan and zoning changes can be defined, PlaceWorks will prepare an administrative draft of the Notice of Preparation and submit the NOP to the City for review and approval before circulation. PlaceWorks will prepare drafts of all requisite filing forms and submit copies to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

A public scoping meeting should be held approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR analysis. This is also the appropriate time to initiate SB-18 and AB-52 tribal consultation. PlaceWorks will provide a PowerPoint and comment cards in support of the meeting and will attend to explain the CEQA process and the scope of the SEIR. The format of the meeting is not set by CEQA and can range from an open house to a standard presentation. The format for the scoping meeting will be determined with the City as part of the kick-off meeting.

5.3 Administrative Draft Supplemental EIR

Preparation of the SEIR will follow the CEQA Guidelines and the process agreed upon by the City at the kick-off meeting. PlaceWorks will prepare administrative drafts of all environmental documents as electronic submittals. The scope assumes a single set of consolidated electronic comments from the City. Public review drafts of all documents will be provided in both electronic and hard copy as requested in the final scope of work. PlaceWorks will also provide electronic draft versions of all notices and transmittals for review by the City.

PlaceWorks will prepare the document for review in separate chapters with graphics. The document will be concise and formatted like the existing General Plan EIR. To the maximum extent practicable, the analysis will rely upon the General Plan EIR and supplement only when the proposed project would change the analysis or the conclusion. At the end of staff review we will meet with staff to discuss the comments and outline changes to the document.

Technical Memos

The following technical analysis will be included in the draft chapters, or as appendices to the SEIR to support the discussion in the document. The memos will include a brief narrative explaining the rationale for model assumptions but will not be lengthy technical studies.

Transportation

Fehr & Peers will assist PlaceWorks by reviewing the administrative draft transportation chapter of the Supplemental General Plan DEIR for accuracy, clarity, and context. We will assist in reviewing proposed policy language and impact statements and mitigation measures. In particular, we will provide input on language pertaining to significant and unavoidable VMT transportation impacts, which will enable the City to tier off the DEIR to process consistent land use projects under CEQA section 15162.

Fehr & Peers will be available to attend two video conference calls or in-person meetings during the course of this study. Fehr & Peers has budgeted eight hours to provide written responses to transportation-related comments on the Draft SEIR.

Air Quality and Greenhouse Gas Emissions Analysis

ECORP will conduct an emissions-related analysis of the potential future growth allowed under the proposed General Plan Update beyond current conditions. Emissions associated with the proposed General Plan Update will be predominately quantified using the California Emissions Estimator Model (CalEEMod). The predominate source of emissions is expected to be automobile traffic and the quantification of mobile-source emissions will be derived from the type of information identified in the transportation analysis (vehicles miles traveled, average daily trips, average trip length, etc.). The analysis of the estimated emissions will be based on the Feather River Air Quality Management District (FRAQMD)-recommended methodologies and thresholds of significance, including those documented in the 2010 Review Guidelines.

The proposed General Plan Land Use Map could potentially cite sensitive receptors adjacent to a source of Toxic Air Contaminants (TACs) resulting in significant impacts to air quality and human health. Applicable rules and regulations that would reduce public exposure to TACs, such as proposed General Plan policy provisions, FRAQMD rules and regulations and/or the development of appropriate overlays to avoid exposure of sensitive receptors to adverse levels of TACs will be discussed.

ECORP's emissions-related analysis will document existing conditions, current regulations affecting City actions, and potential growth allowed beyond existing conditions with regard to air quality resources and GHG emissions. A draft version of the technical report will be provided for review and comment. After receiving one round of complete and compiled comments, ECORP will prepare a final version of the report.

Noise and Vibration

Government Code Section 65302(f) does require noise elements to show the noise contours for all of the identified sources. The Noise Element must examine noise sources in the City in order to identify and assess the potential for noise conflicts and problems, and to identify ways to reduce existing and potential noise impacts. ECORP's state-of-the-art technology and noise modeling software will ensure all major noise sources affecting the City are accurately characterized.

Baseline noise measurements throughout key areas of the City will be calculated with a Larson Davis SoundExpert LxT precision sound level meter, which satisfies the American National Standards Institute (ANSI) guidelines for general environmental noise measurement instrumentation. This baseline noise survey will consist of a combination of both long-term (24-Hour) measurements and short-term (30 minute) measurements conducted throughout the City (8 long-term and 10 short-term). Vehicle noise associated with the City's busiest roadways will be modeled using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108), while key stationary and industrial sources of noise will be modeled with the SoundPLAN 3D noise model, which predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings and barriers.

The noise analysis will then address noise that affects the larger community, rather than noise associated with site-specific conditions. Existing and future noise from mobile and stationary sources will be considered, as well as the compatibility of land uses and sensitive receptors. The analysis will identify projected noise levels affecting the City and identify the proposed goals and policies under the General Plan that assist to maintain noise levels that are compatible with various types of land uses, as well as prevent high noise levels in sensitive areas.

Cultural Analysis

The scope assumes that we can rely upon the General Plan EIR and include only the SB-18 and AB-52 process in the Supplemental EIR. PlaceWorks will assist the City in completing the Tribal consultation process. PlaceWorks can include the results of the SB-18 and AB-52 tribal consultation process initiated by the City without the need for additional study. A summary of all materials received during the consultation process will be provided as an attachment to the SEIR.

5.4 Public Draft Supplemental EIR

PlaceWorks will make the changes from Task 5.3 and prepare a public draft General Plan for public circulation. Using the NOP mailing list from Task 5.2, PlaceWorks will distribute the Summary chapter of the environmental analysis and the entire General Plan with Technical Appendices in electronic format.

The Public Draft SEIR will be provided in both electronic format for posting on the website and in hard copy with appendices on CD or thumb drive. The number of copies will be determined at the kick-off meeting. PlaceWorks will deliver the 15 copies of the electronic document to the state clearinghouse using their e-submittal process and forms.

5.5 Final SEIR & Response to Comments

The Final EIR will include response to comments, any edits needed to the Draft EIR, and errata if necessary. PlaceWorks will meet with the City to evaluate the comments received on the Draft EIR and collaborate on responses. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the SEIR. This scope and budget provide an estimate of the time needed to prepare the Final SEIR; we may need to reevaluate the scope and budget if significantly more comments are received.

PlaceWorks will respond to comments made on the PEIR and provide both the comments and their responses as part of the materials for consideration of the City as part of the adoption. The responses will differentiate between the General Plan policies and the Environmental Analysis. All comments will be provided with a reasoned response. We do not anticipate significant comments as part of this update effort and have budgeted 40 hours to address the comments.

5.6 Findings of Fact and Overriding Considerations, Mitigation Monitoring Program

PlaceWorks will prepare Draft Findings of Fact and Overriding Considerations (if necessary) for review by the City based on the set of findings used for the General Plan EIR, or in another format approved by the City Attorney. PlaceWorks will also prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the MMRP from the General Plan EIR and resulting from any changes discussed in the SEIR. PlaceWorks will provide electronic copies of the Findings, and MMRP for use in the staff report. PlaceWorks will assist in preparing the staff report and PowerPoint presentation for the project and will attend the certification hearing(s) for the EIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.

Task 5 Deliverables

- Notice of Preparation
- Scoping Meeting Materials (PPT, Comment Cards)
- Technical Memorandums summarizing assumptions for:
 - Transportation (F&P)
 - Air Quality and GHG (Ecorp)
 - Noise (Ecorp)
 - Cultural Resources (SB-18/AB-52 only)

- Administrative Draft Supplemental EIR
- Public Draft Supplemental EIR
- Administrative Draft Final SEIR, Response to Comments
- Public Draft Final SEIR, Response to Comments
- Draft Public Notices including availability, SCH e-filing forms, Notice of Determination
- Findings, Mitigation Monitoring Program
- Presentation materials for certification hearings

Task 6 Public Outreach and Meetings

6.1 Community Workshops

PlaceWorks will plan for and conduct a community workshop that will provide an overview of the project and ask questions of the community. As of this writing, traditional in-person meetings are not advised due to the COVID-19 virus and the need to keep social distance. Until this is resolved, PlaceWorks can prepare on-line materials such as narrated PowerPoint, or short videos, designed to inform and ask questions for residents to respond electronically. The materials can be viewed in private, and comments provided to the City through email, doodle poll, and other electronic methods of gauging public opinion. The videos and email feedback will provide an excellent record of the initial phases of the project. We can post updates for new topics, and of course have an in-person meeting once the crisis has abated. We will reach out to public agencies, community leaders, and others who have expressed an interest in the project directly, and conduct phone interviews if needed to ensure their issues are documented for the project. The combination of on-line information, letters, and phone calls will provide adequate input to keep the project moving forward.

PlaceWorks will facilitate a second work session with staff, decision-makers, and/or members of the public to present the draft General Plan changes. We will solicit feedback on the Draft Targeted General Plan Update for consideration by staff and the City Council. As this meeting will occur later in the process (late 2020/early 2021) we would expect the virus to have run its course. If we are still unable to have a large community meeting, we can use a similar process to the first workshop and conduct the meeting online.

City Participation: In addition to the review of materials, the following assistance is assumed as part of our scope:

- City will provide the venue for the public meeting.
- City will provide the PowerPoint, comment cards, copies of handouts for meeting participants. (handout design provided by PlaceWorks)
- City will post and/or publish the notice of the informational workshop. (notice provided by PlaceWorks)

Deliverables:

- Administrative Draft Targeted General Plan Update
- Public Review Draft Targeted General Plan Update
- Memorandum on Municipal Code or standards changes
- Public notice for second informational workshop
- Agenda, staff report, and PowerPoint for informational workshop

Timing: 3 – 6 months from start of project.

6.2 Staff Review Meetings

Over the course of the project we will be in regular contact with the staff to review policies, gather data, and discuss approaches to the update. Most of this interaction would have occurred via phone, email, and conference call before the current COVID-19 isolation and will be part of our process now. Assuming that the crisis will have abated by the time administrative draft(s) of the documents are ready for review, PlaceWorks will attend a meeting to review staff comments and discuss issues. We will provide the documents electronically, allow for staff review, then after we've reviewed the comments, we'll schedule an in-person meeting with staff to review and edit. We like to have the document, computer, projector, and coffee, with staff to make changes in real time in the actual document. We have found this to be efficient at accurately reflecting the agency issues. If we are still in isolation, we can have the same review/edit meetings using screen sharing and conference calls. While not as efficient, it does keep the project moving forward. We believe two formal staff document review meetings will be needed.

6.3 Adoption Hearings

PlaceWorks will present the Public Review Draft General Plan and EIR to the City Council for consideration. PlaceWorks will attend up to two adoption hearings before the Council.

Once the General Plan Update is adopted, PlaceWorks will create a Final General Plan for distribution and archiving. As part of this task, PlaceWorks will incorporate any changes to the Public Review Draft directed by the City Council during the adoption hearings and remove all tracked changes.

City Participation: In addition to the review of materials, the following assistance is assumed as part of our scope:

- A. City will provide the venue for the public meetings.
- B. City will provide copies of handouts for meeting participants. (handout design provided by PlaceWorks)
- C. City will post and/or publish the notice of the adoption hearings. (notice provided by PlaceWorks)
- D. City will post information on the City's website as appropriate. (provided by PlaceWorks)

Deliverables:

- A. Administrative Draft SEIR with supporting materials
- B. Public Review Draft SEIR with supporting materials
- C. Staff report assistance, including resolution wording for CEQA consideration
- D. Public notice for adoption hearings
- E. Staff report and PowerPoint for adoption hearings

Timing: Completed within 60 days of the completion of Phase 2.

ASSUMPTIONS

This scope of work and cost estimate assumes that:

- The update to the General Plan is focused on State-mandated changes and does not include significant changes to the land use map. PlaceWorks will include changes to the map that have been approved by the City prior to the proposed project, as well as those considered necessary to meet RHNA.
- Changes to the Circulation Element are limited to complete street and VMT provisions.
- Our cost estimate includes the meetings described in the Scope. Additional meetings would be billed on a time-and-materials basis. Each project meeting will last up to two hours.
- All administrative draft materials will be provided electronically, and all edits to the General Plan will be shown in track changes/comment.
- City Planning staff will act as a clearinghouse for comments on all administrative draft documents, and will provide PlaceWorks with a single, internally reconciled set of comments on each administrative draft in electronic format.
- There will be a single round of intensive review and revision to each administrative draft product prior to the screen check draft. If City staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- Revisions to screen check drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- PlaceWorks will provide the following documents in hard copy; all other documents will be provided in electronic format. If the City desires additional printed hard copies, printing costs will be billed at PlaceWorks' actual cost.

Task	Description	PLACEWORKS								PlaceWorks Hours	PlaceWorks Labor Total	Ecorp	Fehr & Peers	10%	TOTAL TASK BUDGET
		Mark Teague	Jennifer Gastelum	Cynthia Walsh	Miles Barker	Rob Mazur	Graphics	Senior Editor	WP/ Clerical			AQ GHG Noise	Trans	Subcons. Labor Total (incl. 10% mark-up)	
		Principal in Charge	Associate Principal	Senior Associate	Project Planner	GIS						PlaceWorks Hours	PlaceWorks Labor Total	Subcons. Labor Total (incl. 10% mark-up)	
Hourly Rate:		\$215	\$200	\$150	\$110	\$170	\$90	\$135	\$90						
TASK 1. Start Up, Administration, and Collaboration															
1.1	Project Kickoff Meeting	6	6	6	8					26	\$4,270			\$0	\$4,355
1.2	Administration and Communication	40		20						60	\$11,600			\$0	\$11,832
Task 1. Subtotal		46	6	26	8	0	0	0	0	86	\$15,870	\$0	\$0	\$0	\$16,187
TASK 2. Background Research															
2.1	Review of Existing General Plan	8		8						16	\$2,920			\$0	\$2,978
2.2	Background Memos	16		16	40			15	8	95	\$12,985			\$0	\$13,245
2.3	Geographic Information System				8	16				24	\$3,600			\$0	\$3,672
Task 2. Subtotal		24	0	24	48	16	0	15	8	135	\$19,505	\$0	\$0	\$0	\$19,895
TASK 3. General Plan															
3.1	Growth and Economic Development	1								1	\$215			\$0	\$219
3.2	Land Use Element	16		24	40	13	9			102	\$14,460			\$0	\$14,460
3.3	Community Design	1			2					3	\$435			\$0	\$444
3.4	Transportation	4			8					12	\$1,740		15,545	\$17,100	\$18,874
3.5	Parks, Schools & Community Facilities	1			2					3	\$435			\$0	\$444
3.6	Public Utilities	1			4					5	\$655			\$0	\$668
3.7	Environmental Conservation	8			24		12			44	\$5,440			\$0	\$5,549
3.8	Noise & Safety	36		60	110	32				238	\$34,280	13,200		\$14,520	\$49,486
3.9	Implementation and Monitoring	4		12	16					32	\$4,420			\$0	\$4,508
3.10	Housing Element		25	130	130	25	15		25	350	\$46,650			\$0	\$47,583
3.11	Second Admin Draft	4			24		4			32	\$3,860			\$0	\$3,937
3.12	Public Draft Document	4		8	16			35	16	79	\$9,985			\$0	\$10,185
Task 3. Subtotal		80	25	234	376	70	40	35	41	901	\$122,575	\$13,200	\$15,545	\$31,620	\$156,357
TASK 4. Zoning Ordinance															
4.1	Review of zoning code	24			12					36	\$6,480			\$0	\$6,610
4.2	Immediate Changes	16			8					24	\$4,320			\$0	\$4,406
4.3	Future Change Memorandum	16			4			8	8	36	\$5,680			\$0	\$5,794
Task 4. Subtotal		56	0	0	24	0	0	8	8	96	\$16,480	\$0	\$0	\$0	\$16,810
TASK 5. Environmental Analysis															
5.1	Notice of Preparation	6			24		8			38	\$4,650			\$0	\$4,743
5.2	Administrative Draft Supplemental EIR	20		4	80		16	25	24	169	\$20,675	6,900	9,455	\$17,991	\$39,079
5.3	Public Draft Supplemental EIR	4		4	24		8		16	56	\$6,260			\$0	\$6,385
5.4	Final SEIR & Response to Comments	10			40				24	74	\$8,710			\$0	\$8,884
5.5	Findings, MMRP	8			32				16	56	\$6,680			\$0	\$6,814
Task 5. Subtotal		48	0	8	200	0	32	25	80	393	\$46,975	\$6,900	\$9,455	\$17,991	\$65,905
TASK 6. Public Outreach & Meetings															
6.1	Workshops (2)	12	8	12	12		8		8	60	\$8,740			\$0	\$8,915
6.2	Staff Review Meetings (2)	12	8	12	12					44	\$7,300			\$0	\$7,446
6.3	Adoption Hearings	8		8	8					24	\$3,800			\$0	\$3,876
Task 6. Subtotal		32	16	32	32	0	8	0	8	128	\$19,840	\$0	\$0	\$0	\$20,237
Labor Hours Total		286	47	324	688	86	80	83	145	1739		\$20,100	\$25,000	\$49,610	\$295,391
Labor Dollars Total		\$61,490	\$9,400	\$48,600	\$75,680	\$14,620	\$7,200	\$11,205	\$13,050		\$241,245				
PlaceWorks Percent of Total Labor		16.4%	2.7%	18.6%	39.6%	4.9%	4.6%	4.8%	8.3%	100.0%					
Subconsultants Reimbursable Expenses															
PlaceWorks Reimbursable Expenses															
REIMBURSABLE EXPENSES TOTAL															
2% of Labor for Office Expenses															
GRAND TOTAL															
\$300,000															

ATTACHMENT 4

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



May 26, 2020

Benjamin Moody
Development Services Director
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993

RE: 2019 Planning Grants Program Award

Dear Benjamin Moody:

The Department of Housing and Community Development (Department) is pleased to announce that City of Yuba City has been approved for funding underneath the SB 2 Planning Grants Program (Program). The Department has determined that the application submitted in response to the Notice of Funding Availability released on March 28, 2019, meets Program requirements. This letter, therefore, constitutes a conditional commitment of an award in the amount of \$310,000.

The Program reflects the State's commitment to work in partnership with local governments to address California's critical housing needs. Local governments are using the grant awards to accelerate housing production by streamlining the approval of affordable housing and promoting development consistent with the State's planning priorities, among other related activities.

Congratulations on your successful application. Staff will be contacting you shortly to initiate the process of preparing the Standard Agreement for fund distribution. For further information, please contact John Buettner, of our staff, at (916) 263-1500.

Sincerely,

Megan Kirkeby
Acting Deputy Director