

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH DYETT & BHATIA FOR PREPARATION OF THE
DOWNTOWN STATION AREA SPECIFIC PLAN UPDATE
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and Dyett & Bhatia Urban and Regional Planners, a California corporation ("Consultant").

R E C I T A L S

A. City desires to retain a qualified firm to prepare the Downtown Station Area Specific Plan Update as well as any necessary environmental review for the area generally bounded by College Avenue, Brookwood Avenue, Highway 12, and North Dutton Avenue.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of eight-hundred thousand dollars (\$800,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 08048 – Downtown Specific Plan Update.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any

intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Patrick Streeter
Planning and Economic
Development
100 Santa Rosa Avenue, Room 3
Santa Rosa, CA 95404
Phone: 707 543-4323
Fax: 707 543-3269

Consultant Representative:

Rajeev Bhatia, Partner
Dyett & Bhatia Urban and Regional
Planners
1330 Broadway, Suite 604
Oakland, CA 94612
415 956-4300 x15

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than August 27, 2019.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State

of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: DYETT & BHATIA URBAN AND REGIONAL PLANNERS

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:



By: _____

Print Name: RAJEEV BHATIA

Title: PRESIDENT/CFO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation

Professional Services Agreement
Form approved by the City Attorney 8-1-15

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Santa Rosa Downtown Specific Plan Update

Exhibit A – Scope and Schedule

Scope of Work

The Scope of Work presented below incorporates the tasks outlined in the RFP and meets all state statutory requirements for the development of a Specific Plan. Our scope is structured to build consensus among stakeholders and decision-makers at each key stage, so that the Hearing Draft of the plan reflects the community consensus direction.

The task-by-task descriptions present our approach to data collection, alternatives analysis, policy formulation, and preparation of the documents. Each task description includes a purpose statement at the beginning. Community and decision-maker meetings will occur as needed throughout the planning process. The sequence of work products, community meetings, and City Council/Planning Commission workshops are graphically illustrated at the end of the exhibit. Initials in parentheses following the sub-section heading identify the lead firm for each sub-task:

D&B: Dyett & Bhatia, Urban and Regional Planners

VMWP: Van Meter Williams Pollack, Architects

SS: Shared Spaces, Community Outreach

EPS: Economic & Planning Systems, Inc.

W-T: W-Trans, Transportation Planners

N\N: Nelson Nygaard, Transit, Parking, and Multi-modal Transportation

BKF: BKF Engineers, Civil Engineering

Questa: Questa Engineering, Geotechnical Engineering

P&T: Page & Turnbull, Historic Preservation

CS: Charles M. Salter & Associates, Inc., Noise Consultants

“**Team**” refers to the entire consulting team

TASK I: PROJECT COMMENCEMENT AND COMMUNITY ENGAGEMENT STRATEGY

Objective: Engage with City staff and other appropriate representatives to understand key issues, organize background materials and baseline data, clarify the work plan and schedule, prepare Community Engagement Strategy, and launch the project website.

- A. **Project Kickoff Meeting with City Staff (Team).** Meet with City staff to review objectives for the project and community engagement, as well as the scope of work, budget, and schedule. At the kickoff meeting we will identify data sources, clarify roles and responsibilities, establish communication protocol. Additionally, the kick off meeting will be an opportunity to review community engagement program components – identify key stakeholders, responsible and partner agencies, and property owners. Following the kickoff meeting, staff and consultants will do a van/car/walking tour of the planning area. Following the kickoff meeting and site tour, D&B will provide a brief summary memo detailing attendees, topics discussed, and action items/next steps.
- B. **Community Engagement Strategy (D&B and SS).** Drawing on the successful outreach strategy used for the Roseland Area Specific Plan and the rich experience of Shared Spaces and D&B in creatively engaging communities throughout California in the planning process, we will collaborate with City staff to develop a Community Engagement Strategy tailored for the Downtown Station Area Specific Plan Update. The focus of the strategy will be on providing meaningful opportunities for public input into the development of the plan and on actively engaging a range of stakeholder—including residents, business owners, property owners, local organized groups, community and faith-based organizations, schools, seniors, youth, and non-English speaking persons—throughout the process.

The Community Engagement Strategy will include a broad range of tested and proven methods, including community meetings, pop-up outreach at events around the city, online and social media engagement, and public meetings, as well as activities specifically targeted to engage youth, disadvantaged populations, non-English speaking communities, and other traditionally under-represented constituencies. We understand that successful outreach meets people where they are and provides meaningful opportunities for input that influences outcomes. The Strategy will include time for small group and one-on-one conversations with residents, business owners, community leaders and other stakeholders throughout the process that can be used to help resolve issues and build consensus. Additionally, this task also includes providing input and assistance to the City in forming the Community Advisory Committee.

Pop up outreach will be conducted throughout the process to build awareness and interest in the project and drive participation at community workshops. Our scope of work assumes that D&B will staff a total of 12 pop up outreach events throughout the process. Additionally, it is anticipated that staff and CAC members will have a role in pop up events in the community. For that purpose, D&B will also prepare an outreach toolkit that can be used by staff and CAC members to replicate the events. Provisionally, we have planned on 3 workshops in each of Tasks 3, 4, 5, and 7; however, we remain flexible on the timing of the 12 events that D&B will staff and open to shifting between tasks if deemed appropriate by staff.

- C. **Project Branding (D&B).** To set the foundation for the community engagement effort and project-related materials (print and digital), D&B will design a logo to uniquely identify the Downtown Station Area Specific Plan Update. The logo will be used on all project documents and outreach materials, which will also include a website address to quickly and easily connect people to the project’s online presence and opportunities for online input. We will develop up to three optional logos to brand the Specific Plan for the City to choose from.
- D. **Project Website (D&B).** D&B will design a bilingual (English-Spanish) project website that will serve as the primary web portal for the Specific Plan. The site will contain four primary purposes: 1) Provide general information about the project, such as purpose, schedule, “Specific Plan 101”, and FAQs; 2) Serve as a regularly updated library of project documents, presentations, and meeting materials as they are completed; 3) Alert the public to upcoming meetings and other means of participation; and 4) Provide opportunities to engage and provide input in creative and convenient

ways at any point in the process. This allows us to receive online feedback at key project milestones by offering concise information and engaging online exercises that participants can complete at their convenience, particularly in conjunction with workshops which some community members may not be able to attend in person. Social media and online engagement platforms will link to and be accessed from this site. The D&B team will provide social media content in English and Spanish for City staff to push out through established channels.

- E. **Native American Consultation (D&B).** D&B will assist the City with government-to-government Native American consultation in accordance with SB 18 AB 52. These tasks include: preparation and submittal of a NAHC Sacred Lands File SB 18 request and preparation of AB 52- and SB 18-specific letters to be placed on City letterhead. If requested by the City, D&B can provide additional assistance on a time and materials basis for meetings with Native Americans.
- F. **GIS Database and Basemap (D&B).** Using information from the City and focused field work, a GIS database of the planning area will be compiled, showing parcels, key natural features, and other information germane to the project. A planning area basemap will be created for use throughout the project. City Staff will provide GIS information on land use (such as building area, housing units, improvements value, etc.), as available.

Meetings	Products
Project Kick-off	Project Kick-off Meeting Summary Community Engagement Strategy Project Branding & Logo Project Website Native American Consultation Letters GIS Database and Basemap

TASK 2: PDA PROFILE, EXISTING CONDITIONS AND OPPORTUNITIES, MARKET DEMAND ANALYSIS, AND AFFORDABLE HOUSING/ANTI-DISPLACEMENT STRATEGY

Objective: Prepare a series of concise targeted memos documenting existing conditions, issues, and opportunities within the planning area to inform the planning process going forward. The memos will focus on areas and issues where circumstances have changed since the prior plan providing new data and information as needed to deliver a current summary of critical issues. Data and information collected and summarized as part of this task will also be used for environmental review later in the process in order to streamline the work flow and timeline.

- A. **PDA Profile (D&B).** D&B will prepare a PDA profile detailing the demographic and socio-economic characteristics of the planning area (transportation and mobility conditions will be described in sub-task B). The PDA profile will cover an area extended to the east of the current PDA to match the General Plan’s downtown core eastern boundary. The profile will address the population in the study area (age, ethnicity, language spoken, place of birth, disability, employment, place of work, income and poverty, travel mode to work, commute patterns, and vehicle availability) using information from the U.S. Census and the GIS database. Existing land uses, park acres, and public facilities, and vacant land be mapped in the next sub-task.
- B. **Existing Conditions and Opportunities**

- *Land Use (D&B)*. Maps and text will summarize:
 - Existing (on the ground) land use in the Planning Area. This will be based on information from the City and focused fieldwork.
 - Existing plans, including the existing Downtown Station Area Specific Plan, General Plan land use and zoning districts, and regional policies and planning efforts, including objectives identified in previous planning studies.
 - Public facilities, including schools, parks, and fire stations, will be mapped.
 - Approved and proposed development, and public improvement projects.
 - Vacant land be mapped/tabulated. Using metrics such as development density/intensity, land value to improvements ratio, and focused windshield survey, underutilized sites will be mapped.
- *Physical Conditions and Urban Form*. The overall urban form of Downtown will be described. Walk-shed maps to SMART and Intermodal stations, and large parks will be prepared. Development scale and intensity/density characteristics of existing/proposed development will be outlined. Streetscape character will be assessed.
- *Mobility (W-T, N\N)*. Existing multimodal transportation infrastructure and network connectivity, with a focus on primary connections between Downtown, the SMART station, and the Downtown Transit Center will be evaluated. Together, W-Trans and N\N will complete a qualitative assessment of transit circulation and opportunities for improvement. This will involve a review existing, readily available plans and data documenting parking conditions within the study area, including the previously completed 2007 Specific Plan, the Santa Rosa Citywide Progressive Parking Management Strategy, the SMART Stations' Bicycle Parking Investment Plan, recent transit analysis plans, and other relevant plan and policy documents related to transit service and parking. The team will review parking utilization data provided by the city and recently implemented parking pricing and regulation policies, to evaluate their impacts on existing parking management goals and identify notable shifts in current parking demand, and will conduct a field survey of existing transportation facilities, focusing on the primary arterial connections linking the Specific Plan area to the SMART station and downtown transit center, as well as the vehicular connections to the regional circulation network. In order to determine the existing traffic conditions in the Plan area, which will be important in the development of alternatives later in the process, arterial levels of service will be analyzed on four key corridors. Existing corridor levels of service will be determined using current traffic volume data, intersection geometric configurations, and signal timing parameters using Highway Capacity Manual methodologies.

Circulation on streets in the Specific Plan area will be qualitatively assessed based on W-Trans's familiarity with the area, and a list compiled of potential opportunities to improve upon or modify street configurations to better accommodate multimodal circulation.

W-Trans will collaborate with the Sonoma County Transportation Authority to establish the current per capita vehicle miles traveled (VMT) in the Specific Plan area, as well as the average per capita VMT in the surrounding region.

The corridor traffic analysis, list of roadway network opportunities, and baseline VMT analysis will be described in a technical memorandum, and briefly summarized for incorporation into the Existing Conditions and Opportunities report.

Data Collection: Based on W-Trans' past experience and knowledge of the area, it is suggested that the level of service analysis include operation on the following four corridors.

- College Avenue: Dutton Avenue to Mendocino Avenue
- Healdsburg Avenue-B Street: Mendocino Avenue to First Street
- Third Street: Dutton Avenue to Brookwood Avenue
- Dutton Avenue: Santa Rosa Creek to Roseland Creek

Evaluation of these four corridors relies on the analysis of the 22 signalized intersections along them. New intersection counts will be obtained at intersections where recent counts collected within the past two years are not already available from the City or other sources (it is assumed that new counts will be needed at no more than half of the intersections). In addition to these 22 locations, data will be obtained for up to 10 additional intersections where focused analysis may help to inform the development of alternatives, and/or be analyzed in the Preferred Plan's traffic analysis. While this additional intersection data would not be used for the Existing Conditions and Opportunities report, it should be collected early in the planning process to maximize its utility, so is included in this task. The additional intersections could potentially include the following key locations:

- Cleveland Avenue/West Ninth Street
- Cleveland Avenue/Sixth Street
- Davis Street/Sixth Street
- Morgan Street/Sixth Street
- Mendocino Avenue/Seventh Street
- College Avenue/E Street
- Santa Rosa Avenue/Sonoma Avenue
- South E Street/Sonoma Avenue
- South E Street/Maple Avenue
- South E Street Bennett Valley Road

The final selection of study corridors and intersections will be confirmed with the City.

- *Infrastructure (BKF)*. BKF will prepare maps off the existing utility infrastructure within the planning area, graphically superimposing major existing utility infrastructure obtained from the City onto existing publicly available color aerial imagery. The product will be developed in either AutoCAD or GIS format so that it can be transferred to and used by others. The mapping will be set up to that it may be plotted and displayed at various scales for use in reports and/or large-scale format for public presentations. It will also serve as the base for the infrastructure analysis. If the City of Santa Rosa has pending and/or approved development projects with the potential to influence the Station Area Specific Plan, BKF will evaluate the impact these developments have on the utility infrastructure and provide a summary of the impacts.

- *Geotechnical and Hazardous Materials (Questa)*. Questa will collect and review existing information related to the soils, geology, geotechnical and hazardous materials aspects of the project. Interviews, file research, review of provided-reports and nearby Environmental Impact Reports, and site visits will be conducted. Contacts will be made with appropriate agencies to evaluate pertinent requirements and background information. Agencies may include the City of Santa Rosa Department of Community Development, Planning Division, Building Division and Engineering Division, the Public Works Department, the California Department of Fish and Game, the Army Corps of

Engineers, the Regional Water Quality Control Board, the Department of Toxic Substances Control and the California Geological Survey, among others.

- *Historic Resources (P&T)*. Page & Turnbull will review existing information to understand the historic context of the project area and how its physical development has evolved over time. A windshield survey will be conducted to confirm boundaries of the five existing historic districts in the project boundary and assess the potential for any new historic district(s).

P&T will provide a brief historic context of the area; summarize the current Historic Resources Inventory and boundaries of the existing historic districts and any neighborhood design guidelines that may exist within the Specific Plan boundary. If GIS data is readily available, P&T may produce a map that compares existing district boundaries with proposed adjustments based on a visual integrity analysis, and identify predominant architectural styles and character-defining features within each district and potential new district(s) as budget allows. An intensive level survey, the production of GIS information, or DPR 523 forms will not be prepared. P&T will coordinate with the team to provide input on historic character to help identify and prioritize on opportunity sites in the planning area.

- C. **Market Demand Analysis (EPS)**. Many of the higher density residential uses contemplated in the Station Area are not well represented at the current time in Santa Rosa. In addition, the prospects for re-investment in many of the commercial properties located in the Plan Area will be affected by regional competition and significant changes in consumer spending patterns brought about by the internet, evolving demographics, and other factors. Consequently, market and development feasibility analysis will play a key role in the formulation of the Specific Plan Update, helping to optimize of the amount and type of land use as well as fashion an effective policy framework, development incentives, and public investment strategies.

Key to achieving the desired multifamily housing and commercial revitalization will be consideration of financial feasibility of various real estate prototypes and related forecasting to determine when prices and rents will achieve the threshold necessary to support construction. Completing the market demand and development feasibility analysis will require the following sub-tasks:

- *Residential market analysis*. This task will assess market potential for the range of uses being considered including multifamily housing reflecting the typical residential prototypes seen in other portions of the Bay Area and beyond. EPS will consider demographic and related socio-economic trends, including household formation patterns, as a basis for estimated demand for both market and affordable product types. The analysis will also draw upon other recently prepared studies that may be available including the ongoing real estate market study being prepared for the City by the Concord Group as well as primary research, as necessary. Demand for affordable housing (available to households earning less than 120 percent of median household income) will refer to housing needs assessments that have been prepared by the City over time (it is well-established that there remains a significant deficiency in such housing in Santa Rosa).
- *Commercial market analysis*. Demand for commercial and institutional uses in the Station area will be estimated through a combination of tracking and evaluating existing economic and employment trends in Santa Rosa and Sonoma County and available forecasts of employment, as well as regional and national trends that present challenges for key commercial sectors such as retail shopping. Current commercial inventory, rents, vacancies, and tenancy will also be considered as well as opportunities created by the new SMART transit service and the potential development of substantial new housing in the downtown area. The analysis will also consider emerging trends

and “best practices” related to retail reposition strategies, particularly for CDB shopping districts and more traditional malls.

- *Land Use and Employment Forecast.* The market assessment and development feasibility analysis will be used to basis for forecasting development potential and likely absorption through the planning period horizon year. The analysis will be conducted in collaboration with the Project Team and information generated through the planning process related to land use capacity made available by the Specific Plan Update (along with the development incentives being considered). It will also consider existing government agency population and employment forecasts (ABAG/MTC, DOF, Caltrans), available private sector forecasts, as well as historical trends in both the City and region. The assessment of multifamily and commercial market demand will provide insights into when pricing and rents reach levels necessary to spur desired multifamily and commercial development at the desired locations and densities.
- D. **Affordable Housing/Anti-Displacement Strategy (D&B, EPS).** *We have included this under Task 5.* The Planning Area is composed to a large extent by the City’s commercial core and the existing Specific Plan generally avoided substantial “up-zoning” of the residential areas. While “rounding out” the downtown area, the extension of the Station Area to Brookwood Avenue does increase inclusion of residential neighborhoods. Accordingly, the planning effort will need to consider the physical and economic composition of these existing neighborhoods (e.g. amount, type, age, tenure, occupancy) and the likely impact of new development and revitalization efforts.

While anti-displacement will be an important consideration, the Specific Plan offers an opportunity to advance citywide housing objectives through strategic and incremental development of a variety of residential product types. The Planning Area contains multiple publicly-owned sites that offer potential for mixed income and pure affordable projects. It is also expected that development agreements on the larger privately held properties offer the opportunity to achieve affordable housing objectives. This will result in a targeted affordable housing program in the Specific Plan Update that specifies goals and implementing efforts, while recognizing the tension between assuring feasibility of desired higher density housing and inclusionary housing policies.

Meetings	Products
N/A	PDA Profile Existing Conditions and Opportunities Report Market Demand Analysis Memo

TASK 3: INITIAL OUTREACH AND ENGAGEMENT

Objective: This task is intended as an intensive "deep-dive" early in the process to identify and understand stakeholder priorities and concerns and to establish a coordinated and realistic direction for the future of the planning area founded on a community-based strategic vision. A key focus of this effort will be to identify the assets of the planning area from the community perspective and to understand what barriers to development may exist and what strategies could address them. The planning team will initiate a community outreach program that reaches and engages a broad range of stakeholders, generates a constructive dialogue, and addresses the core attributes that a specific plan can shape: land use changes, circulation facilities, health and equity, and urban design and community identity.

- A. **Joint PC/CC Kick-off Meeting (D&B).** A joint City Council/Planning Commission meeting is anticipated to occur at the start of the Outreach “Deep Dive” to give decision-makers the opportunity to voice their ideas and priorities and advise on direction for the project.
- B. **Joint Design Review Board/Cultural Heritage Board Kick-off Meeting (D&B).** Additionally, D&B will facilitate a joint Design Review Board/Cultural Heritage Board meeting to provide these advisory board members the opportunity to voice their ideas and priorities and advise on direction for the project.
- C. **CAC Meeting #1 (D&B and SS).** Convene the Community Advisory Committee, discuss the PDA profile, planning process, and the committee’s vision for the planning area. At the first meeting, the committee will also discuss the community’s priorities for future development and particular areas of concern. This effort includes noticing, holding, and summarizing the meeting in English and Spanish.
- D. **TAC Meeting #1 (Team, as needed).** Convene the Technical Advisory Committee, discuss the PDA profile and discuss specific issues or areas of concern that may affect future development within the planning area. This effort includes noticing, holding, and summarizing the meeting in English and Spanish.
- E. **Stakeholder Interviews (D&B and SS).** Conduct up to twelve face-to-face interviews (individually or in groups of two to three) over the course of two full days. Stakeholders will include property owners, developers, other community and non-profit leaders, business owners, elected officials, and others community members concerned about the future off the planning area. The intent is to elicit candid input and give us a broad sense of the community, major issues of concern, impediments to development, desired outcomes, and the political factors that may come into play. A summary report will be produced, identify emerging key themes.
- F. **Initial Community Outreach (D&B and SS).** The initial outreach phase will start with a range of pop up workshops, short-term events, stop-and-share stations, and chalkboard chats to collect input from community members on their visions and priorities, and to build awareness and interest in the project. Methods will be customized to suit the various neighborhood contexts. Venues will include farmers’ markets; schools; faith-based events; neighborhood meetings; neighborhood business association meetings; other community events in the planning area and around the city. Outreach will be conducted in English and Spanish. D&B will staff 3 pop up outreach events during this phase of the project. Additionally, it is anticipated that CAC members will have a role in these pop up events in the community. For that purpose, D&B will also prepare an outreach toolkit that can be used by staff and CAC members to replicate the events. This informal outreach will drive attendance at the community workshops to follow.
- G. **Community Meetings #1 and 2 – Visioning (D&B and SS).** These will take the form of interactive visioning workshops, open to all members of the community with bilingual English-Spanish facilitation provided. The workshops will be designed to identify issues, community assets, challenges and opportunities in the Planning Area through a series of interactive exercises. We propose to hold both workshops during the same week at different days, times and locations to accommodate more participants.
- H. **Online Community Survey (D&B).** Knowing that many residents lead busy lives and may not be able to set aside time to participate in in person, we will design and disseminate a complementary online activity via the project website. We propose to use Maptionnaire, an effective online tool which has the ability to integrate interactive images and mapping, allowing participants to engage with and comment directly on the material presented. D&B has used this tool on several specific

plans. We will draft the survey and revise the questions based on staff feedback. The survey will also be advertised at pop-up events and workshops to drive participation.

Meetings	Products
Joint PC/CC kick off meeting	Pop Up Outreach Toolkit
CAC Meeting #1	TAC Meeting #1 Summary Memo
TAC Meeting #1	Stakeholder Meetings Summary Report
Stakeholder Interviews (up to 12 in small groups over 2 days)	Community Meetings 1 and 2 Summary Memo
Pop-up Outreach	Online Community Survey
Community Meetings #1 and 2 - Visioning	

TASK 4: LAND USE & CIRCULATION ALTERNATIVES

Objective: Prepare land use and circulation alternatives that respond to the existing conditions, opportunities, constraints identified in Task 2 as well as input received from the initial outreach and engagement with stakeholders. Represent the alternatives conceptually with illustrations and examples to facilitate understanding.

- A. **TAC Meeting #2 (D&B, SS).** Discuss community input and technical implications of initial ideas for alternatives. This effort includes noticing, holding, and summarizing the meeting in English and Spanish.
- B. **CAC Meeting #2 (D&B, SS).** Discuss with the CAC the initial community input and brainstorm on strategies for alternatives that should be explored. This effort includes noticing, holding, and summarizing the meeting in English and Spanish.
- C. **Building Prototype Testing and Development Feasibility Analysis (VMWP).**
 - *Building Prototype Testing (VMWP).* VMWP will develop development types for 6 primary site types to illustrate the development potential of key land use alternative scenarios, representing varied development scenarios/zoning intensity. These prototypes will illustrate range of land use mixes, building densities/intensities, and heights, which will influence development potential and feasibility of implementing the desired prototypes. Along with these prototypes each scenario will include a set of development statistics and a planning level cost estimate which illustrates the construction costs per unit, and overall development cost at a planning level for feasibility analysis.
 - *Development Feasibility Analysis.* Development feasibility testing is a useful planning tool when considering opportunities for residential and commercial intensification. In essence, various building prototypes (characterized by use, FAR, height, and parking requirements) have unique economic characteristics with specific cost and pricing “thresholds”. For example, the higher density uses by virtue of construction methods, will on average cost proportionately more per unit than less dense prototypes, that may not be fully offset by the benefits of additional density (i.e., more efficient land utilization). Meanwhile, the viability of adaptive reuse for commercial properties must overcome “existing use” hurdles (e.g. the revenue generated by existing tenants), which can be particularly difficult if without corresponding increase in land use density. EPS will employ a standardized pro forma financial feasibility calculation to determine the pricing or rents necessary to attract the necessary private investment for new and redevelopment (e.g. adaptive reuse) opportunities. This modeling framework can also be used to determine the effectiveness of

various development incentives currently being considered by the City, as well as the impact of inclusionary housing and other requirements currently in place. The modeling effort will be designed to focus specific prototypes and opportunity sites being considered as part of the planning process.

Prototypes and their financial performance will be summarized in a short-report/memo.

D. Alternatives Report (D&B, W-Trans, N\N).

- *Prepare Alternatives (D&B; VMWP, N\N Support Support).* Prepare two land use and circulation alternatives based on the analysis and public input gathered to date. The report will consist of a series of maps, graphics, images, and accompanying text, so the information is concise, inviting to look at, and easily understood.

The scenarios will consider revitalization strategies, basic circulation patterns, and residential and commercial development opportunities. The alternatives will explore opportunities for land use intensification; development on opportunity sites; extent of Town Center core; land use distribution, mix, type, and intensity of development, quantification of new housing units, including affordable housing units, non-residential development potential and employment projections.

N\N will collaborate with the team to identify key transit access and service improvement opportunities that will inform the team's circulation alternatives, with a focus on develop two alternatives that improve multimodal circulation within the downtown area, including transit connectivity within the study area, access to SMART and the Downtown Transit Center, and reinforcing the connection between Railroad Square and Downtown. NN will focus on supporting active transportation throughout the study area, and bus transit to connect across the study area and to other destinations in Santa Rosa and the region. Concepts will promote a walkable Downtown, and address access transit challenges identified in Tasks 2 and 3 to expand choices for traveling by all modes.

- *Assess Transportation Impacts (W-Trans; N\N Support).* W-Trans will take the lead in preparing a traffic- and VMT-related analysis for each alternative. An analysis of the projected total and per-capita VMT occurring within the Specific Plan area under each of the two alternatives will be completed using the SCTA regional travel demand model. The VMT results will be compared to the current "no project" condition as determined through modeling. An exhibit will be prepared showing how existing VMT (or vehicle trip lengths) differ in the various areas in and surrounding the Plan area.

The projected levels of service (LOS) on each of the four study corridors described in Task 2.b. will be determined (College Avenue, Healdsburg Avenue-B Street, Third Street, and Dutton Avenue). The analysis will focus on year 2040 conditions during the p.m. peak hour, which based on past analyses in the downtown area typically reflects the period with the greatest levels of current and anticipated vehicle congestion. Results for the two alternatives will be compared to a year 2040 scenario without the project. Note that because the City's General Plan LOS policies relate to corridors, the alternatives traffic analysis will focus on summarizing corridor operation. Intersection-based LOS may still be evaluated while testing circulation options during the development of alternatives, and will be completed during the analysis of the Preferred Plan.

Operation on the corridors or key intersections that would undergo substantial transformations (such as, for instance, the conversion of a vehicle lane to a buffered bike lane or bus lane) will be evaluated using a simulation analysis. The Simtraffic extension of the Synchro traffic analysis software will be used for this purpose. The resulting effects on traffic operation, and the corresponding changes to mobility for other travel modes, will be described.

N\N will take the lead on considering effects of increased density on modal split, parking, and demand for transit, walking and bicycle infrastructure, building on the work completed for the Santa Rosa Citywide Progressive Parking Management Strategy, and focusing on solutions to support the increased density that will in turn support a shift to more walking, biking and transit trips. Both parking supply and parking management will be considered, to ensure that policies are aligned with desired land use and mode share outcomes. W-Trans will collaborate with NN and the team in presenting a balanced evaluation of multimodal circulation that considers all modes (pedestrian, bike, transit, traffic).

- E. **Informal Community Outreach - Alternatives (D&B, SS).** This effort will include pop up workshops, short-term events, stop-and-share stations, and chalkboard chats to collect input to inform Preferred Plan concept from community members in a range of everyday settings and venues. Methods will be customized to suit the various neighborhood contexts. Venues will include farmers’ markets; schools; faith-based events; neighborhood meetings; neighborhood business association meetings; other community events in the planning area and around the city. Outreach will be conducted in English and Spanish. D&B will staff 3 pop up outreach events during this phase of the project and will also prepare an outreach toolkit that can be used by staff and CAC members to replicate the events. It is anticipated that this informal outreach will drive attendance at Community Workshop #3 to follow.
- F. **Community Meeting #3 – Alternatives Exploration (D&B, SS).** Community Meeting #3 will be an interactive workshop facilitated in English and Spanish and designed to get community feedback on the alternatives. The material will be presented, explored and discussed in small groups, and activities will be designed to gather specific feedback on community preferences and priorities to help the arrive at a Preferred Plan concept. Materials for the workshop will include large-format display graphics illustrating the alternative land use and circulation plans with additional sketches, visual simulations, elevations, and street sections needed to convey each alternative. This effort includes noticing, holding, and summarizing the event in English and Spanish.

Meetings	Products
CAC Meeting #2	Alternatives Report
TAC Meeting #2	Building Prototypes & Financial Feasibility Assessment
Community Meeting #3 – Alternatives	CAC Meeting #2 Summary Memo
Additional Alternatives Pop-up Outreach	TAC Meeting #2 Summary Memo
	Pop up outreach toolkit
	Pop up Outreach Summary Memo

TASK 5: PREFERRED PLAN

Objective: Develop specific recommendations to be included in the Downtown Station Area Specific Plan, including a preferred land use and circulation plan; a multi-modal access and connectivity strategy; an accessible design strategy; and a parking analysis and strategy. Along with the affordable housing/anti-displacement strategy developed in Task 2, these Plan components will establish the framework for the Plan and a strategy for implementation.

- A. **TAC Meeting #3 (Team, as needed).** Discuss technical concerns and opportunities of the emerging direction for a Preferred Plan. The TAC’s input at this meeting will inform the Plan’s key

components. This effort includes noticing, holding, and summarizing the meeting in English and Spanish.

- B. **CAC Meeting #3 (Team, as needed).** Review community feedback on the alternatives and establish a direction for the Preferred Plan. This effort includes noticing, holding, and summarizing the meeting in English and Spanish.
- C. **Preferred Plan (D&B, Team).** The Preferred Plan for land use and circulation will be prepared. Quantified development potential of the plan will be presented and goals and policies for all key plan elements will be identified. Key components of the Preferred Plan will include:
- *Land Use (D&B, P&T).* D&B will refine a preferred land use diagram as identified by the community and City decision-makers. The land use diagram will focus on urban design and development patterns – use refinement/mixes, densities/intensities, and heights. As part of this effort, Page and Turnbull will provide insight as to opportunity sites that may affect the historic character of the project area.
 - *Multimodal Access and Connectivity (W-T, N\N).* W-Trans will prepare a standalone traffic impact analysis report for the Preferred Alternative. It is assumed that the results of this analysis will subsequently be carried forth into the Plan’s environmental review. The projected traffic generation and distribution characteristics of the project will be assessed using a dedicated model run of the SCTA travel demand model. The vehicular trip generation characteristics of the Plan will be adjusted as appropriate to ensure that the area’s land use and network characteristics are reflected, including adjustments if needed to account for non-auto mode share, mixes of uses, and any mandated transportation demand management (TDM) components to be included in the Plan.

The projected per capita VMT associated with new automobile trips generated by the Preferred Plan will be determined under both near-term and cumulative (year 2040) conditions, and compared to the regional average. The traffic analysis will include corridor and intersection operation during the a.m. and p.m. peak hours at the locations identified in Task 2.b., or an equivalent number of locations established in consultation with City staff. The following scenarios will be included in the VMT and LOS analyses:

- Existing Conditions
- Existing plus Project Conditions
- Future “No Project” Conditions
- Future plus Project Conditions

Future traffic projections will be obtained through use of the SCTA travel demand model. The parameters establishing the land use assumptions to be applied under the Future “no project” scenario will be confirmed with the team prior to analysis, though are likely to assume that current development levels within the boundaries of the Station Area Plan remain unchanged while regional growth continues to occur. This scenario would then be used as the basis upon which the added vehicle travel associated with the Plan could be added, for use in analyzing Future plus Project conditions.

In addition to the LOS and VMT analyses, projected queues on the freeway off-ramps that provide primary vehicular access to the Plan area will be analyzed under Future conditions, to ensure that potential safety impacts associated with queuing onto the mainline freeway are addressed. The analysis would include the US 101 off-ramps at College Avenue and Downtown Santa Rosa, as well as the SR 12 off-ramps at Dutton Avenue and South E Street.

W-Trans will assist the team in summarizing the key findings from the traffic analysis for use at TAC, CAC, and community meetings. It is noted that depending on the timing of confirmation of the Preferred Plan's land use and circulation components, and in the interest of expediting the project's timeline, completion of the final traffic impact analysis report may extend into the EIR preparation period.

- *Pedestrian-Friendly Design/Placemaking (D&B)*. The team will assess the planning area's community assets – both cultural and physical – and recommend improvements and strategies to make the Downtown Station Area a destination for the larger community. Strategies will involve preserving, enhancing and capitalizing on existing assets and identifying opportunities for new public spaces, paseos, plazas, and public art. Ultimately, the strategy will enhance the walking environment, increase pedestrian comfort and convenience, and ensure safety and security in and around transit areas. Community outreach will be integral to this element so that placemaking within the planning area is truly community-led. This component will include development standards and design guidelines for buildings, open space and street design.
 - *Accessible Design (D&B)*. The Accessible Design strategy will plan for the planning area to be fully accessible to people with disabilities and the elderly. This includes public open spaces, bus stops, transit stations, and paths of travel between the stations and surrounding areas, including new development, existing destinations and neighborhoods. The objective of our recommendations will be to make it easier, safer and more convenient for people with disabilities to travel to and within planning area. The strategy will articulate requirements for new housing to incorporate Universal Design so that it is sufficiently adaptable, habitable, and visitable.
 - *Parking Analysis (D&B)*. A parking demand analysis will be prepared to determine whether the proposed parking supply will be sufficient to accommodate the anticipated weekday parking demand. A comparison to the City's Zoning code requirement will also be provided. The team will also review and provide a discussion regarding the study area to determine if shared parking opportunities can be provided to increase the area's parking supply. The aim is to reducing parking demand through pricing, zoning, and support for alternative modes. The strategy will include:
 - Parking management strategy that balances maximizing ridership and parking revenue.
 - Consideration of a parking benefits district.
 - Parking standards and policies appropriate for new development in the Downtown station area. TOD parking standards will build on work D&B recently completed for MTC in promoting smart growth parking policies, and will consider approaches such as reduced or eliminated parking minimums, parking maximums, unbundling, car-share, bicycle parking, pedestrian accessibility, shared parking, and transit passes.
 - Other transportation demand measures that could be employed to further reduce vehicle trips and parking demand.
- D. **Affordable Housing/Anti-Displacement Strategy (D&B, EPS)**. The Planning Area is composed to a large extent by the City's commercial core and the existing Specific Plan generally avoided substantial "up-zoning" of the residential areas. While "rounding out" the downtown area, the extension of the Station Area to Brookwood Avenue does increase inclusion of residential neighborhoods. Accordingly, the planning effort will need to consider the physical and economic composition of these existing neighborhoods (e.g. amount, type, age, tenure, occupancy) and the likely impact of new development and revitalization efforts.

While anti-displacement will be an important consideration, the Specific Plan offers an opportunity to advance citywide housing objectives through strategic and incremental development of a variety

of residential product types. The Planning Area contains multiple publicly-owned sites that offer potential for mixed income and pure affordable projects. It is also expected that development agreements on the larger privately held properties offer the opportunity to achieve affordable housing objectives. This will result in a targeted affordable housing program in the Specific Plan Update that specifies goals and implementing efforts, while recognizing the tension between assuring feasibility of desired higher density housing and inclusionary housing policies.

- E. **Informal Community Outreach (D&B).** This effort will include pop up workshops, short-term events, stop-and-share stations, and chalkboard chats to collect feedback on the Preferred Plan concept from community members in a range of everyday settings and venues. Methods will be customized to suit the various neighborhood contexts. Venues will include farmers’ markets; schools; faith-based events; neighborhood meetings; neighborhood business association meetings; other community events in the planning area and around the city. Outreach will be conducted in English and Spanish. D&B will staff 3 pop up outreach events during this phase of the project and will also prepare an outreach toolkit that can be used by staff and CAC members to replicate the events. A summary of community feedback received from this informal outreach will be presented to the Planning Commission and City Council.
- F. **Planning Commission Meeting.** Present the Preferred Plan to the Planning Commission, focusing on the key strategies developed in Task 5, and seek direction from the Commission on refining the Preferred Plan prior to the drafting of the Specific Plan Update.
- G. **City Council Meeting.** Present the Preferred Plan to the City Council, focusing on the key strategies developed in Task 5, and seek direction from the Council on refining the Preferred Plan prior to the drafting of the Specific Plan Update.

Meetings	Products
CAC Meeting #3 TAC Meeting #3 Preferred Plan Outreach (Pop-up) Planning Commission meeting City Council meeting	Preferred Plan Land Use Multi-modal Access and Connectivity Pedestrian-Friendly Design/Placemaking Accessible Design Parking Analysis Affordable Housing/Anti-Displacement Strategy CAC Meeting #3 Summary Memo TAC Meeting #3 Summary Memo Preferred Plan Pop Up Outreach toolkit Preferred Plan Pop-up Outreach Summary Memo

TASK 6: INFRASTRUCTURE DEVELOPMENT AND SERVICES PLAN

Objective: While the existing Station Area Specific Plan documented the need for substantial infrastructure improvements (capacity of utility systems, drainage, intersections, and other public facilities), the Update effort will also consider and identify additional public facilities, improvements and initiatives that will achieve desired “placemaking” objectives and help jump-start private investment. In the task, the consultant team will work collaboratively to optimize public investments commensurate with likely financing tools, resources, and economic capacity.

A. **Infrastructure Development and Cost (BKF).** BKF will prepare high-level utility demand forecasts based on land uses reflected in the preferred alternative. BKF will identify the need to upgrade utility infrastructure and advise if additional studies are needed, and forecast capacities. As part of this effort, BKF will graphically superimpose major proposed utility infrastructure onto the existing utility maps prepared under Task 2 to create maps for the preferred alternative. The product will be developed in either AutoCAD or GIS format so that it can be transferred to and used by others. BKF will evaluate and describe improvements that may be needed to support the forecasted capacities, and, to inform the infrastructure financing plan, will provide high-level preliminary opinions of probable construction costs associated with future utility infrastructure improvements.

B. Implementation Plan and Financing Strategy (EPS).

- *Municipal Services and Revenues.* Current and forecast municipal budget conditions in Santa Rosa demand that new development be a net-positive contributor to the City’s future fiscal well-being and sustainability. Accordingly, it will be important to consider municipal service demands and related costs for the Station Area offsetting municipal revenues in order to assure that new development provides positive flows to the City’s General Fund (i.e., a fiscal analysis). EPS will apply a “fiscal screen” to the land use alternatives and identify any measures needed to assure a net positive fiscal outcome from the preferred land use alternative. Such measures may include special taxes and/or assessments, utility rate surcharges (for wet utility improvements) and attracting necessary regional, State, or federal grants.
- *Infrastructure Financing Strategy.* The existing Station Area Specific Plan contains a detailed listing of capital improvements required in the Station Area and also specifies a set of funding mechanisms required to fund these improvement costs. These mechanisms include an “area impact fee”, land secured financing (CFD), use of Citywide fee revenues, and tax increment financing. Given the limited amount of development that has occurred in the downtown area and also the loss of redevelopment agency powers, these funding mechanisms have not as of yet been tapped.

EPS will evaluate the currently available mechanisms and identify any new financing opportunities and related implementation steps to fund needed infrastructure improvements. In addition to those recommended in the existing Specific Plan the use of new mechanisms will be considered including an EIFD (a form of tax increment financing) and expanded use of grants available from regional and State sources. This effort will include consideration of the economic consequences of each of the mechanisms keeping in mind that financial burdens placed on new development must be kept within reasonable market limits so as not to deter the very development that the Specific Plan Update will envision.

<p>Meetings</p> <p>N/A</p>	<p>Products</p> <p>Infrastructure Development and Cost Implementation Plan and Financing Strategy</p>
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TASK 7: DRAFT DOWNTOWN STATION AREA SPECIFIC PLAN

Objective: Prepare the full update of the Draft Downtown Station Area Plan, incorporating the major substantive content developed during preceding tasks.

A. **Admin Draft (D&B).** The existing Plan content will be updated, as informed by the assessments and findings of the PDA Profile and key components of the Plan and implementation developed in tasks 5 and 6. We propose to slightly reorganize the existing Specific Plan, with the following chapters (these can be modified and re-organized as staff desires):

- *Planning Process.* Overview of the Plan, planning process, and community participation efforts.
- *Land Use and Housing.* Land use designations, permitted and/or required use mixes, and development intensities. Development potential, including market-rate and affordable housing units, building square footage, population and job projections. This chapter will also provide design standards and guidelines for pedestrian-and transit-oriented building and open space design to enhance the walking environment. The affordable housing/anti-displacement strategy (from Task 5), including a requirement that ten percent of new townhomes within one-half mile of the station be habitable by persons with disabilities, will be incorporated into this chapter.
- *Health and Equity Planning.* Goals, policies, and design guidance related to social, economic, transportation, and environmental equity within the planning area. This includes pedestrian and bicycle connections to schools, parks, services and transit; strategies to encourage physical activity; and design for personal safety (street lighting, design for “eyes on the street,” and other Crime Prevention through Environmental Design techniques). This chapter will cover progress indicators to monitor and measure the Plan’s achievement of health and equity goals.
- *Transportation.* Key circulation improvements for motor vehicles, transit, pedestrians, cyclists, and their integration with the broader citywide context. This chapter will address SMART ridership projections and station access by mode, access to the Downtown Transit Mall, and parking management strategies, as described below:
 - *Multi-Modal Access and Connectivity.* This plan component will identify potential alterations to the existing CityBus system routes and frequencies as well as to the existing and proposed bicycle and pedestrian network to ensure that the increased residential units are well connected and served. Curb use hierarchy and drive-way management standards should be developed to support the land use and density goals. This plan component should consider improved transit infrastructure within the Plan area to improve the efficiency and effectiveness of transit operations. The plan will provide particular focus on ensuring that the transit, pedestrian, and bicycle networks provide well-designed connections to the SMART station and Downtown Transit Mall. CityBus will carefully review any recommendations and perform more detailed evaluations to determine their validity.
 - *Parking Strategy.* Analysis of existing parking requirements, parking demand, and inventory will be included, and will address the potential increase in density in the downtown core. Consideration will be given to potential parking reductions and transportation demand management (TDM) strategies given the area’s transit opportunities, as well as creative solutions to providing parking.

Policies regarding complete street location and design and the transportation element of the City’s Climate Action Plan shall also be included.

- *Public Services.* Schools, parks, and any other special community facilities, and public infrastructure improvements, such as the station platform, that support policy and plan implementation. This section will draw directly from the infrastructure needs assessment findings.
- *Access and Connectivity Plan.* Strategy for multi-modal access and connectivity to and within the planning area to promote transit use and other alternative modes of transportation, including for pedestrians, cyclists, and the elderly and disabled. Specifically, this chapter focuses on connecting

housing, commercial, and retail with the planning area to the Downtown Transit Mall and Downtown SMART station by all transportation modes.

- *Implementation and Financing Plan.* This will provide estimates and potential funding sources or financing mechanisms, and the responsible department or agency.
- B. **Public Review Draft (D&B).** Based on City staff and single set of consolidated comments, a Public Review Draft Plan will be prepared for hearings.
- C. **CAC Meeting #4 (Team, as needed).** The Community Advisory Committee will review the Plan and its key elements prior to finalization. This effort includes noticing, holding, and summarizing the meeting.
- D. **Informal Community Outreach (D&B).** This effort will include pop up workshops, short-term events, stop-and-share stations, and chalkboard chats to collect feedback on the Draft Specific Plan Update from community members in a range of everyday settings and venues. Methods will be customized to suit the various neighborhood contexts. Venues will include farmers’ markets; schools; faith-based events; neighborhood meetings; neighborhood business association meetings; other community events in the planning area and around the city. Outreach will be conducted in English and Spanish. D&B will staff 3 pop up outreach events during this phase of the project and will also prepare an outreach toolkit that can be used by staff and CAC members to replicate the events. A summary of community feedback received from this informal outreach will be presented to the Planning Commission and City Council.
- E. **Community Meeting #4 – Public Review Draft (D&B, SS).** Community Meeting #4 will take the form of an open-house where people can circulate, review information and provide feedback. Rather than presenting detailed policy materials, emphasis will be on maps and visual material that people can more easily relate to. This effort includes noticing, holding, and summarizing the event in English and Spanish.

Meetings	Products
CAC Meeting #4	Administrative Draft
Community Meeting #4 – Draft Plan Open House	Public Review Draft
Additional Draft Plan Pop-up Outreach	CAC Meeting #4 Summary Memo
	Pop Up Outreach Toolkit
	Draft Plan Pop-up Outreach Summary Memo

TASK 8: ZONING REGULATIONS AND GENERAL PLAN AMENDMENTS (D&B, VMWP)

Objective: Prepare all necessary documents and changes at the time of Plan adoption to proceed immediately with Plan implementation.

- A. **Identification of Required General Plan Amendments (D&B).** D&B will support staff in identifying amendments to the General plan needed to ensure consistency between the General plan and the updates Downtown Station Area Specific Plan. Staff will make the actual amendments to General Plan maps, figures, and text.

- B. **Zoning Amendments (D&B).** D&B will prepare use tables and design/development standards corresponding to the districts/uses identified in the Preferred Plan/Draft Specific Plan, building on the Building Prototypes Analysis completed by VMWP, supporting the implementation of the preferred scenario of development intensities and development character desired. These will address floor area ratio (FAR), height, parking, coverage or open space requirements, massing and articulation and transitions among other key regulations and character defining features. These can be included within the Specific Plan, or used by staff to make actual zoning text amendments.

<p>Meetings</p> <p>N/A</p>	<p>Products</p> <p>General Plan Amendments Zoning Amendments</p>
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TASK 9: ENVIRONMENTAL ANALYSIS

Objective: Conduct thorough environmental analysis to satisfy the requirements of CEQA and facilitate subsequent projects that are consistent with the Downtown Station Area Plan Update. Prepare a robust initial study to identify the potentially significant impacts of the Draft Plan and assist in determining the appropriate level of CEQA analysis. Structure the work plan to streamline environmental review and facilitate timely completion of the project, drawing on the work completed in prior tasks and leveraging the prior EIR to the extent practicable.

- A. **Initial Study.** Once the Preferred Plan is approved by City decision-makers, the D&B team will prepare a robust Initial Study to identify any potentially significant impacts of the Specific Plan Update. On the basis of the Initial Study, if it is determined that the Draft Plan will not result in any new or substantially more severe impacts than those analyzed in the 2007 Downtown Station Area Plan EIR, an addendum will be prepared, pursuant to CEQA Section 15164. If new or substantially more severe significant impacts are identified, a supplement to the 2007 EIR will be required; however, the Initial Study will "scope out" issues for which it can be clearly demonstrated there would be no new significant impact (which have not been already evaluated in the current Specific Plan and General Plan EIRs), focusing the supplement only on the new significant impacts. In this way, the Initial Study will be used to streamline environmental review and optimize the timeline for completion of the project.

New technical and specialized analysis will be prepared as needed for the Initial Study to adequately analyze the impacts of implementing the Specific Plan Update and support the findings of the Initial Study. Consistent with CEQA Section 15063 and the Appendix G Environmental Checklist, the Initial Study will evaluate the following issue areas:

- *Land Use, Population, Housing and Employment (D&B).* Analysis will evaluate consistency of the Specific Plan Update with adopted City plans and policies and consider potential changes in land uses that could divide established communities, induce substantial population growth, or displace existing housing or population.
- *Transportation and Circulation (W-T).* W-Trans will analyze the potential transportation and circulation impacts of the Specific Plan Update, summarizing results in a report to support the findings of the environmental analysis. The background components of the report will incorporate prior work products produced by the team including the Existing Conditions and Opportunities Report. The regulatory setting affecting circulation-related aspects of the EIR will be described, and the thresholds of significance for the circulation analysis will be determined based on CEQA

guidelines together with criteria set by the City of Santa Rosa, in addition to VMT guidance provided by the California Governor's Office of Planning and Research (OPR). It is assumed that intersection LOS will be analyzed in addition to a per capita VMT metric, unless the City has officially switched to VMT-based CEQA criteria by the time work on the EIR commences. If determined appropriate, screening maps depicting geographical areas where VMT impacts can be considered less-than-significant will be produced using data produced from the SCTA model, defined Transit Priority Areas, or a combination of the two. The LOS and VMT analyses contained in the Preferred Alternative's traffic analysis will be directly incorporated into the EIR circulation chapter.

The EIR circulation analysis will assess potential changes to pedestrian, bicycle, and transit modes that would result from implementation of the Specific Plan Update, including consistency with adopted multimodal policies and bicycle network plans. Impacts on multimodal circulation will be assessed, with specific policy language cited as appropriate to indicate how implementation of the Plan would reduce impacts to levels of less than significant.

- *Air Quality (D&B)*. D&B will analyze air quality impacts consistent with all applicable procedures and requirements of the Bay Area Air Quality Management District (BAAQMD). The initial study will include an assessment of consistency of the Specific Plan with the BAAQMD Clean Air Plan, with reference to population and employment forecasts as well as trends in vehicle miles traveled. It will succinctly describe existing air quality conditions and estimate air quality impacts associated with implementation of the Specific Plan, providing separate emission inventories. If necessary, mitigation measures will be identified. Use CalEEMod to estimate emissions of ozone precursors (reactive organic gases [ROGs] and nitrogen oxides [NOX]), carbon monoxide (CO), and inhalable particulate matter (PM10 and PM2.5) emitted by vehicles operated on existing roadways under both existing conditions and future buildout conditions. Evaluate construction emissions at a programmatic level for the Specific Plan and provide mitigation measures, if appropriate. Identify Specific Plan goals, policies, and objectives that will minimize potential health-related impacts.
- *Noise (CS)*. Charles M. Salter Associates' efforts will prepare noise measurements, traffic noise analysis, development of noise contour maps to support the findings of the environmental analysis. Efforts include the following:
 - Conduct long-term (e.g., 72-hour) continuous noise measurements at up to four locations in the plan area, working with the team to identify preferred measurement locations.
 - Analyze the measurement data and calculate daily noise levels. Use the results to calibrate traffic noise analysis. Provide the results of the traffic noise analysis in electronic spreadsheet format. Calculate traffic noise levels based on provided existing and future traffic volumes, speeds, and truck percentages for each roadway segment to be included in the model.
 - Prepare one noise contour map for existing conditions (using provided GIS data for roadway segments). Provide noise contours in electronic format to scale (e.g., ArcView shapefile).
 - Prepare one noise contour map for the future "with project" scenario (based on future traffic data provided).
 - The contours would be limited to the major transportation corridors in the plan area. CS would provide the contours in both PDF and ArcView shapefile. To complete our analysis, the following must be provided to the consultant team:
 - An electronic base map (e.g., ArcView) with pertinent road segments depicted as roadway centerlines (segment lengths are to be aligned with the traffic data).

- Existing and future traffic volumes, speeds, and truck percentages for the roadway segments to be included in the model. We expect to receive total vehicle volume for each roadway segment. If significant time is needed for us to calculate volumes based on raw traffic data or turning movements, we would request authorization for additional services to conduct these calculations.
- *Biological Resources (D&B)*. D&B will assess the potential for impacts to special status species and potential conflict with local policies and ordinances, as a result of the Specific Plan Update (including short-term impacts from construction). Potential project impacts will be analyzed using existing information and predicted changes in the physical environment resulting from the Specific Plan Update. Effects on biological resources will be characterized as either direct or indirect effects on habitat quantity and/or quality.
- *Water/Wastewater/Stormwater (D&B, BKF)*. Describe existing utility providers, system capacity, and improvement plans. Evaluate the net change in the demand for water, wastewater, and stormwater from Specific Plan buildout, relative to existing and planned capacity for the utilities. Discuss whether implications of the project would require the expansion or construction of other new infrastructure or facilities to adequately serve future development.
- *Hydrology/Flooding (D&B)*. Drawing on the 2007 EIR to the extent practicable, D&B will review and summarize hydrologic aspects of the area. The following will be evaluated: the potential increase of non-point source pollutants to impact the water quality of receiving channels; the potential for flooding in the Downtown Station Area by review of current FEMA flood maps for the area; the potential for increased soil erosion during and following construction activities.
- *Public Services (D&B)*. D&B will assess potential impacts to public services such as schools, solid waste, police facilities, and firefighting facilities.
- *Cultural, Tribal Cultural and Historic Resources (D&B)*. Based on information collected in prior tasks, including Native American consultation and the report on existing conditions prepared by P&T, D&B will analyze the potential for impacts to cultural and historic resources within the planning area that could occur as a result of the implementation of the Specific Plan Update.
- *Visual Quality (D&B)*. D&B will analyze impacts on visual resources following standards of professional practice for aesthetic analysis. Key potential impacts associated with the Specific Plan Update may include the change in visual quality or character, increased nighttime lighting, new sources of light and glare, and damage to scenic resources (scenic corridors, views to hillsides in nearby regional parks). All impacts will be assessed at a qualitative level relative to the existing conditions.
- *Geology, Soils and Seismicity (Questa)*. Questa will analyze the potential for impacts related to geology, soils and seismicity based on new information published for the area in the last few years by USGS as well as other sources. Published regional geological, soil, seismic and fault related maps and reports will be reviewed, and regional and project site geology will be presented and summarized as it pertains to geological hazards of the area. Questa will complete a site reconnaissance of the Specific Plan and surrounding area. The potential for severe ground shaking, settlement, and expansive soils will be estimated from published reports and studies. This will include a review of historic seismicity in the area and the effects of previous earthquakes that caused damage in the downtown Santa Rosa area. The effects of recent seismicity in the area will also be reviewed. Geological and geotechnical conditions and constraints affecting the planning area will be documented. Key issues include the presence of expansive soils, ground shaking hazards, the quality of fill soils, and the potential for liquefaction of alluvial sediments and non-engineered fill soils.

- *Hazards and Hazardous Materials (Questa)*. To support the findings of the initial study, Questa will review of the original Specific Plan analysis of the area. This will include obtaining and reviewing an updated set of environmental database records from EDR for the Specific Plan Area and performing a reconnaissance of the Specific Plan area and the surrounding vicinity. The reconnaissance will include a drive-by evaluation of the Specific Plan area with walk through evaluations of selected facilities. Special attention will be paid to underground or above ground storage tanks (if any), chemical storage areas, insulating materials (asbestos), and all waste disposal systems. Areas of concern will be described and documented as appropriate.

An updated electronic database search will be conducted. Available, city, county, and state office files relating to the Specific Plan area will be reviewed, with special attention paid to previous hazardous materials uses in the area and any incidents involving hazardous materials, especially since publishing of the original Specific Plan of the area. Additional background information may be available from the local CUPA agency and from State agencies such as the Regional Water Quality Control Board and the Department of Toxic Substances Control.

The historic use of hazardous and potentially hazardous substances in the Specific Plan area will be reviewed and updated as needed. Review of historic topographic and other maps of the area will be performed as they relate to hazardous materials usage and storage. The environmental database records will be reviewed for any potential on-site or off-site hazardous materials liabilities to the Specific Plan area. A review of the current local ordinances regarding hazardous materials storage and use will be performed including any updates since the Specific Plan was published., and an analysis of the impacts as identified in the Specific Plan will be completed. Any new hazardous materials impacts will be identified, and potentially significant or significant hazardous materials impacts to the Plan will be identified.

Potential impacts from former land uses identified in the updated Specific Plan area will be reviewed. These include the potential for residual contamination associated with any use or storage of hazardous materials. The areas of new development or changes in land use will also be reviewed for the potential changes to the impacts of hazardous materials in the area. Mitigation measures for hazardous materials impacts from the implemented Specific Plan will be reviewed, and necessary mitigation measures will be identified.

- *Energy/Climate Change (D&B)*. D&B will analyze impacts associated with energy use and GHG emissions from the Specific Plan Update. We will prepare an analysis of greenhouse gas and climate change impacts focusing on greenhouse gases (GHGs) of greatest concern, including carbon dioxide, (CO₂), methane (CH₄) and nitrous oxide (N₂O), that will be generated from Specific Plan implementation. Evaluate construction-related and operational GHG emissions for the Specific Plan and evaluate significance based on guidance provided by the BAAQMD, state mandated GHG reduction goals, and recent case law. Analyze impacts on energy resources associated with buildout of the Specific Plan. Include an overview of applicable regulations, as well as existing energy resources in the state and region. Quantitatively analyze energy consumption from construction and operational sources associated with the Specific Plan. Discuss and quantify to the extent feasible policies to conserve and reduce energy consumption. Evaluate significance based on whether the Specific Plan would result in an inefficient, wasteful, and unnecessary usage of energy, consistent with CEQA Guidelines Appendix F.
- B. **NOP/Scoping**. If a Supplemental EIR is required for the project, D&B will prepare a Notice of Preparation (NOP) In accordance with CEQA Guidelines Section 15082. The NOP will identify the Planning Area location and provide a summary of the key characteristics as well as a summary of probable environmental effects, supported by tables and color graphics. Once staff approves the release of the NOP, D&B will file 15 paper copies of the NOP with the State Clearinghouse and will

provide a reproducible master copy and an electronic copy to City staff. D&B will also prepare the public notice for the NOP and submit it to City staff for publication in a local newspaper and posting on the project website.

D&B will also conduct a scoping meeting before the planning commission during the 30-day scoping period to hear from public agencies and members of the community about issues that should be addressed and alternatives that should be considered in the Supplemental EIR, should one be required. D&B will prepare a PowerPoint presentation and comment cards for the scoping meeting. Following the close of the scoping period, D&B will prepare a memo summarizing comments received.

- C. **Admin Draft EIR.** If necessary, D&B will prepare an Administrative Draft Supplemental EIR focused on the significant new impacts identified in the Initial Study for City staff review. To the extent no new significant impacts are identified, those topics will not be addressed in the Supplemental EIR. To the extent possible, we will draw on the work completed in prior tasks, the 2007 EIR, and the General Plan EIR in order to streamline environmental review. Mitigation measures will be recommended as needed to reduce impacts to a less-than-significant level, and the Supplemental EIR will be adequately supported by exhibits (including color GIS mapping, as appropriate). Mitigation measures will be incorporated as policies within the Specific Plan, where feasible. The Administrative Draft will also include a qualitative analysis of the No Project Alternative and up to two additional alternatives. The relative merits and disadvantages of the alternatives will be assessed and compared with the impacts of the Specific Plan Update, and an “environmentally superior” alternative will be identified. Additionally, the Administrative Draft will include a discussion of growth inducing and cumulative impacts, and significant, unavoidable impacts, if any. Ten hard copies will be submitted, together with electronic copies in Word and PDF format.
- D. **Public Review Draft Supplemental EIR.** D&B will address comments on the Administrative Draft Supplemental EIR from City staff and prepare a Screencheck Draft. To streamline and expedite preparation, we assume that City staff will return a single set of consolidated, internally-reconciled comments on the Administrative Draft in electronic format, using the track changes function in Microsoft Word. D&B will submit the Screencheck draft in electronic format for staff review. We assume that comments on the Screencheck Draft EIR will focus on formatting and editing, not content changes. D&B will then finalize the Public Review Draft EIR and print hard copies, with appendices on CD. D&B will also prepare a Notice of Completion form for staff review and signature. D&B will deliver 15 hard copies of the Executive Summary, 15 CDs containing the complete Public Review Draft EIR, and the signed NOC form to the State Clearinghouse. D&B will also deliver 20 hard copies with appendices on CD and one electronic copy (PDF) of the Public Review Draft EIR to City staff. D&B assumes that the City will be responsible to noticing and distribution to local agencies and the public as required under State law.
- E. **FEIR.** Following the close of the public comment period on the Public Review Draft Supplemental EIR, the D&B team will prepare an Administrative Draft Final EIR (FEIR), including responses to written concerns, questions, or objections raised by public agencies or private parties during the public review period. We have budgeted 60 hours of staff time (exclusive of editing and word processing) to respond to written comments. Note that D&B has budgeted for one (1) round of City comments on the Administrative Draft FEIR prior to finalizing it for circulation.

Additionally, D&B will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide the City with a single source of reference to the full range of mitigation measures to be implemented. For each measure

or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. D&B will provide 20 hard copies of the FEIR and MMRP as well as one electronic copy of each (PDF).

Meetings	Products
Scoping Meeting (if required)	Initial Study Addendum (if appropriate) Notice of Preparation (if required) Administrative Draft Supplemental EIR (if required) Screencheck Draft Supplemental EIR (if required) Public Review Draft Supplemental EIR (if required) Notice of Completion (if required) Final EIR (if required)

TASK 10: PUBLIC REVIEW AND ADOPTION; FINAL SPECIFIC PLAN (D&B)

Objective: Conduct the public review and successfully take the Downtown Station Area Specific Plan and required environmental review through the public hearing process. The Plan will be revised after adoption to reflect the City Council's decision.

- A. **One (1) Planning Commission Hearing (D&B).** D&B will present the Specific Plan to the Planning Commission for approval. Effort includes preparation of staff report, preparation of PowerPoint presentation on the Draft Specific Plan update, and delivery of presentation, at two separate Planning Commission meetings.
- B. **One (1) City Council Hearing (D&B).** D&B will present the Specific Plan to the City Council for approval. Effort includes preparation of staff report, preparation of PowerPoint presentation on the Draft Specific Plan update, and delivery of presentation, at two separate City Council meetings.
- C. **Adopted Specific Plan (D&B).** Following adoption by the City Council, revise the Draft Plan to incorporate specific text and diagram changes made by the City Council for adoption.

Meetings	Products
Planning Commission hearing City Council hearing	Adopted Specific Plan

Schedule

Santa Rosa Downtown Station Area Specific Plan Update and Environmental Analysis

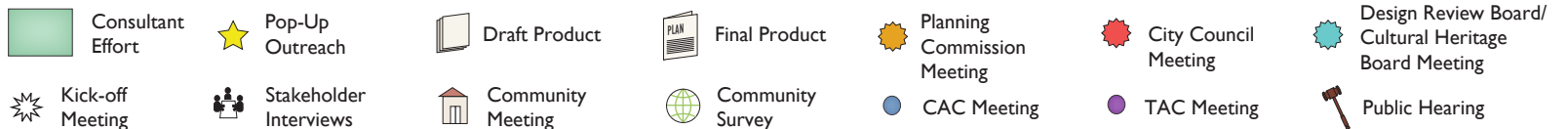
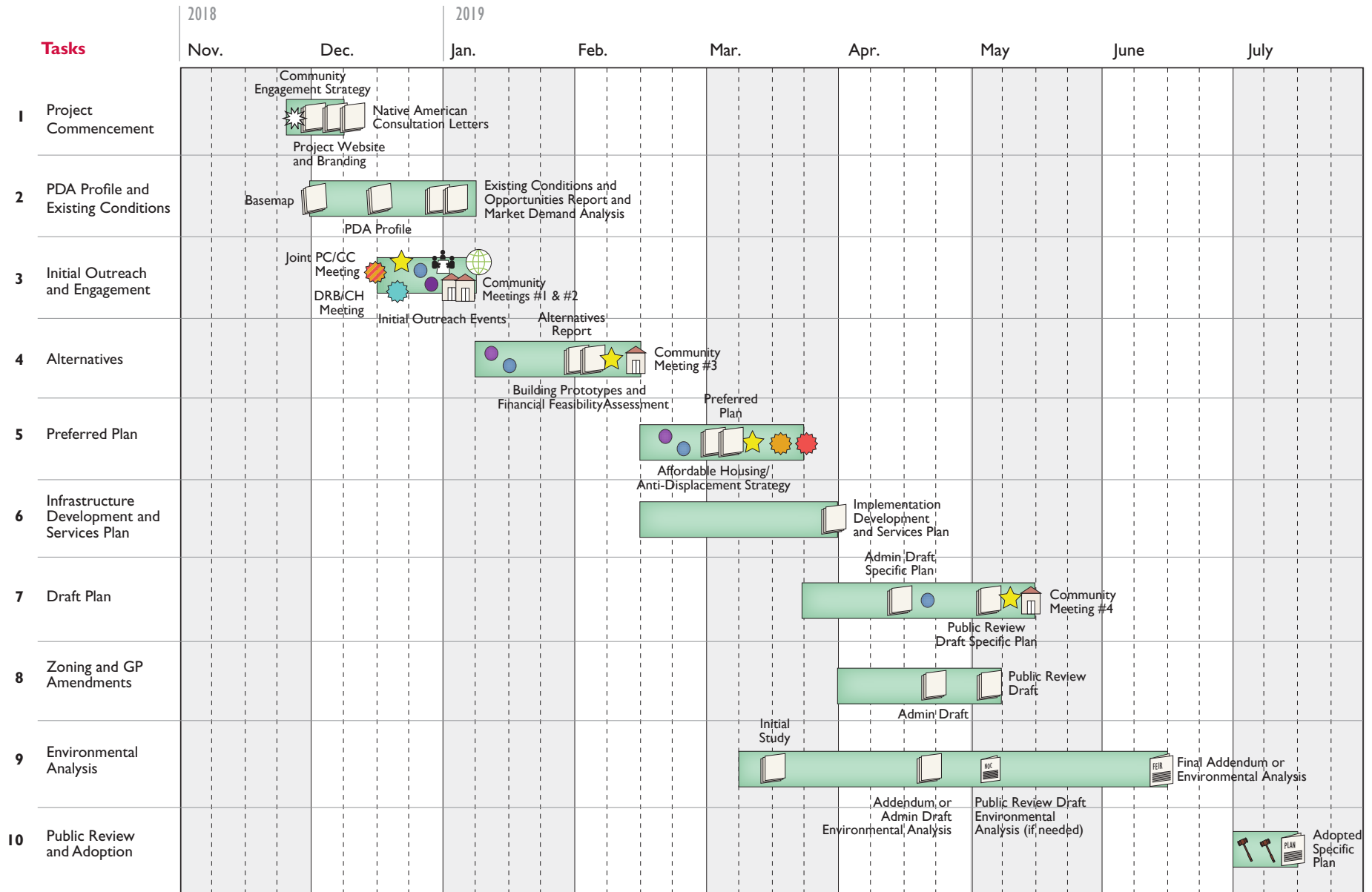


Exhibit B - Santa Rosa Downtown Station Area Specific Plan Update

HOURS BY TASK

October 17, 2018

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	TOTAL
	Project Commencement and Community Engagement Strategy	PDA Profile, Existing Conditions and Opportunities, Market Demand Analysis, and Affordable Housing/Anti-Displacement Strategy	First Outreach Meetings	Land Use and Circulation Alternatives	Preferred Plan	Infrastructure Development and Services Plan	Draft Downtown Station Area Specific Plan	Zoning Regulations and General Plan Amendments	Environmental Analysis	Public Review and Adoption; Final Specific Plan	
Dyett & Bhatia											
Rajeev Bhatia, Principal-in-Charge	12	24	32	40	30		60	16	8	12	234
Andrew Hill, Associate Principal/PM	18	32	60	40	24	4	80	16	60	12	346
Monica Szydlik, Sr. Associate	12	42	32	100	32	8	120	40	8		394
Katharine Pan, Sr. Associate									140		140
Jossie Ivanov, Associate/ Urban Designer	16	50	24	42	12		90	32	32		298
Meghan McNulty, Associate		30		24			60		60		174
Emily Alvarez, Associate								30	40		70
Julia Malmo-Laycock, Planner II	16	40	40	24	20	8	60	24	120		352
Computer Mapping/GIS		80	24	60	32	8	120		40		364
Graphics/Web Designer	8	16	30	16	16	4	40	6		12	148
Project Assistant	60	8	14	30	8		20	12	40	8	200
Sub-Total	142	322	256	376	174	32	650	176	548	44	2,720
Van Meter Williams Pollack											
Rick Williams	6		6	34	14		24	12			96
John Doyle	6		6	64	10		40	12			138
Sub-Total	12	-	12	98	24	-	64	24	-	-	234
Shared Spaces											
Steve Cancian	24		87	72			38	15		25	261
Sub-Total	24	-	87	72	-	-	38	15	-	25	261
Economic & Planning Systems											
Jason Moody		24		12		14					50
Asheigh Kanat	6	34		10		20					70
Walter Keiser		18				10					28
Research Analyst		88		20		40					148
Production Staff		4				4					8
Sub-Total	6	168	-	42	-	88	-	-	-	-	304
W-Trans											
Dalene Whitlock		1		3	2				3		9
Zack Matley	4	23		33	35	1	4		30	6	136
Barry Bergman		8		28	24		4		15		79
Andre Huff	4	37		61	66	4	4		47		223
Tech/Admin		14		11	6				14		45
Sub-Total	8	83	-	136	133	5	12	-	109	6	492
Nelson/Nygaard											
David Fields		2		2							5
Meghan Weir	8	16		34	2	24	20				104
Lauren Mattern		16		6		16					38
Associate 3		32		48	4	40	8				132
Principal I		6		6		10					22
Paris Latham		2									2
Sub-Total	8	74	-	96	6	91	28	-	-	-	303
BKF Engineers											
Principal-in-Charge						1			1		2
Associate				1	2	2	2	1	2		10
Project Manager				24	24	12	16	16	12		104
Engineer I					32	24	32		16		104
Technician II						8		20			52
Sub-Total	-	-	-	49	58	47	50	37	31	-	272
Questa Engineering											
Willard Hopkins, PG, CEG		6							48		54
Timothy Clark, EIT									48		48
Scott Yehl, GIT									44		44
Tom Hawbaker		3							6		9
Sub-Total	-	9	-	-	-	-	-	-	146	-	155
Page & Turnbull											
Principal		16	8				8		6		38
Project Manager	6	24					12		8		50
Cultural Resources Planner II		32	8				20		24	8	92
Cultural Resources Planner I		16									16
Sub-Total	6	88	16	-	-	-	40	-	38	8	196
Charles M Salter Associates, Inc.											
President and Senior Vice President									4		4
Vice President									4		4
Principal Consultant									8		8
Senior Consultant		15							16		31
Consultant		16							16		32
Technical Assistant		7							8		15
Sub-Total	-	38	-	-	-	-	-	-	56	-	94
TOTAL HOURS	206	782	371	869	395	263	882	252	928	83	5,031

Exhibit B - Santa Rosa Downtown Station Area Specific Plan Update

FEE BY TASK

October 17, 2018

	Hourly Rate	Task 1 Project Commencement and Community Engagement Strategy	Task 2 PDA Profile, Existing Conditions and Opportunities, Market Demand Analysis, and Affordable Housing/Anti-Displacement Strategy	Task 3 First Outreach Meetings	Task 4 Land Use and Circulation Alternatives	Task 5 Preferred Plan	Task 6 Infrastructure Development and Services Plan	Task 7 Draft Downtown Station Area Specific Plan	Task 8 Zoning Regulations and General Plan Amendments	Task 9 Environmental Analysis	Task 10 Public Review and Adoption; Final Specific Plan	TOTAL
Dyett & Bhatia												
Rajeev Bhatia, Principal-in-Charge	240	2,880	5,760	7,680	9,600	7,200	-	14,400	3,840	1,920	2,880	56,160
Andrew Hill, Associate Principal/PM	210	3,780	6,720	12,600	8,400	5,040	840	16,800	3,360	12,600	2,520	72,660
Monica Szydlik, Sr. Associate	160	1,920	6,720	5,120	16,000	5,120	1,280	19,200	6,400	1,280	-	63,040
Katharine Pan, Sr. Associate	160	-	-	-	-	-	-	-	-	-	-	22,400
Jossie Ivanov, Associate/ Urban Designer	140	2,240	7,000	3,360	5,880	1,680	-	12,600	4,480	4,480	-	41,720
Meghan McNulty, Associate	140	-	4,200	-	3,360	-	-	8,400	-	8,400	-	24,360
Emily Alvarez, Associate	140	-	-	-	-	-	-	-	4,200	5,600	-	9,800
Julia Malmo-Laycock, Planner II	125	2,000	5,000	5,000	3,000	2,500	1,000	7,500	3,000	15,000	-	44,000
Computer Mapping/GIS	125	-	10,000	3,000	7,500	4,000	1,000	15,000	-	5,000	-	45,500
Graphics/Web Designer	95	760	1,520	2,850	1,520	1,520	380	3,800	570	-	1,140	14,040
Project Assistant	90	5,400	720	1,260	2,700	720	-	1,800	1,080	3,600	720	18,000
Direction Cost - Translation Support (Julie Burns)	-	1,000	-	1,000	1,000	600	-	500	-	-	-	4,100
Direct Cost - Other	-	120	250	1,750	120	400	-	450	-	800	600	4,490
Sub-Total		20,100	47,890	43,620	59,080	28,780	4,500	100,450	26,930	81,080	7,860	420,290
Van Meter Williams Pollack												
Rick Williams	195	1,170	-	1,170	6,630	2,730	-	4,680	2,340	-	-	18,720
John Doyle	155	930	-	930	9,920	1,550	-	6,200	1,860	-	-	21,390
Sub-Total		2,100	-	2,100	16,550	4,280	-	10,880	4,200	-	-	40,110
Shared Spaces												
Steve Cancian	150	3,600	-	13,050	10,800	-	-	5,700	2,250	-	3,750	39,150
Direct Cost	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total		3,600	-	13,050	10,800	-	-	5,700	2,250	-	3,750	39,150
Economic & Planning Systems												
Jason Moody	275	-	6,600	-	3,300	-	3,850	-	-	-	-	13,750
Ashleigh Kane	335	1,410	7,995	-	2,350	-	4,700	-	-	-	-	16,450
Walter Keiser	315	-	5,670	-	-	-	3,150	-	-	-	-	8,820
Research Analyst	135	-	11,880	-	2,700	-	5,400	-	-	-	-	19,980
Production Staff	90	-	360	-	-	-	360	-	-	-	-	720
Direct Cost	-	-	250	-	-	-	-	-	-	-	-	250
Sub-Total		1,410	32,750	-	8,350	-	17,460	-	-	-	-	59,970
W-Trans												
Dalene Whitlock	275	-	275	-	825	550	-	-	-	825	-	2,475
Zack Masley	195	780	4,485	-	6,435	6,825	195	780	-	5,850	1,170	26,520
Barry Bereman	175	-	4,400	-	4,900	4,200	-	700	-	2,625	-	13,825
Andre Huff	110	440	4,070	-	6,710	7,260	440	440	-	5,170	-	24,530
Tech/Admin	95	-	1,330	-	1,045	570	-	-	-	1,330	-	4,275
Direct Cost	-	-	10,750	-	900	540	-	-	-	480	40	12,710
Sub-Total		1,220	22,310	-	20,815	19,945	635	1,920	-	16,280	1,210	84,335
Nelson\Nygaard												
David Fields	250	-	500	-	500	-	250	-	-	-	-	1,250
Meghan Weir	165	1,320	2,640	-	5,610	330	3,960	3,300	-	-	-	17,160
Lauren Mattern	180	-	2,880	-	1,080	-	2,880	-	-	-	-	6,840
Associate 3	115	-	3,680	-	5,520	460	4,600	920	-	-	-	15,180
Principal I	180	-	1,080	-	1,080	-	1,800	-	-	-	-	3,960
Paris Latham	130	-	260	-	-	-	-	-	-	-	-	260
Direct Cost	-	100	-	-	100	-	-	-	-	-	-	200
Sub-Total		1,420	11,040	-	13,890	790	13,490	4,220	-	-	-	44,850
BKF Engineers												
Principal-in-Charge	244	-	-	-	-	-	244	-	-	244	-	488
Associate	212	-	-	-	212	424	424	424	212	424	-	2,120
Project Manager	206	-	-	-	4,944	4,944	2,472	3,296	3,296	2,472	-	21,424
Engineer I	133	-	-	-	4,256	3,192	4,256	-	-	2,128	-	13,832
Technician II	135	-	-	-	3,240	-	1,080	-	-	2,700	-	7,020
Direct Costs	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total		-	-	-	8,396	9,624	7,412	7,976	6,208	5,268	-	44,884
Questa Engineering												
Willard Hopkins, PG, CEG	175	-	1,050	-	-	-	-	-	8,400	-	-	9,450
Timothy Clark, EIT	95	-	-	-	-	-	-	-	4,560	-	-	4,560
Scott Yehli, GIT	95	-	-	-	-	-	-	-	4,180	-	-	4,180
Tom Hawbaker	90	-	270	-	-	-	-	-	540	-	-	810
Direct Cost	-	-	90	90	-	-	-	-	800	-	-	980
Sub-Total		-	1,410	90	-	-	-	-	18,480	-	-	19,980
Page & Turnbull												
Principal	225	-	3,600	1,800	-	-	-	1,800	-	1,350	-	8,550
Project Manager	140	840	3,360	-	-	-	-	1,680	1,120	-	-	7,000
Cultural Resources Planner II	115	-	3,680	920	-	-	-	2,300	-	2,760	920	10,580
Cultural Resources Planner I	100	-	1,600	-	-	-	-	-	-	-	-	1,600
Direct Cost	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total		840	12,240	2,720	-	-	-	5,780	-	5,230	920	27,730
Charles M Saiter Associates, Inc.												
President and Senior Vice President	400	-	-	-	-	-	-	-	1,600	-	-	1,600
Vice President	325	-	-	-	-	-	-	-	1,300	-	-	1,300
Principal Consultant	275	-	-	-	-	-	-	-	2,200	-	-	2,200
Senior Consultant	200	-	3,000	-	-	-	-	-	3,200	-	-	6,200
Consultant	175	-	2,800	-	-	-	-	-	2,800	-	-	5,600
Technical Assistant	120	-	840	-	-	-	-	-	960	-	-	1,800
Direct Cost	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total		-	6,640	-	-	-	-	-	12,060	-	-	18,700
TOTAL FEE		30,690	134,280	61,580	137,881	63,419	43,497	136,926	39,588	138,398	13,740	799,999