

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH PLACEWORKS, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and PlaceWorks, Inc., a California Corporation ("Consultant").

RECITALS

A. City seeks public engagement, planning, and environmental review consultant services for a three-year period to assist Planning and Economic Development with the preparation of the Santa Rosa 2050 General Plan Update and Environmental Impact Report.

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 two-million-five-hundred-thousand dollars (\$2,500,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from charge number 08015.

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:

Andy Gustavson
Planning and Economic
Development Department
100 Santa Rosa Avenue, Room 3
Santa Rosa, CA 95404
Tel. 707-543-3236
agustavson@srcity.org

Consultant Representative:

Charlie Knox
PlaceWorks, Inc
1625 Shattuck Avenue, Suite 300
Berkeley, California 94709
Tel. 510-848-3815 ext 3310
cknox@epsys.com

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 April 30, 2023.

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 X 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:
PlaceWorks, Inc.

CITY OF SANTA ROSA
a Municipal Corporation

TYPE OF BUSINESS ENTITY (check one):

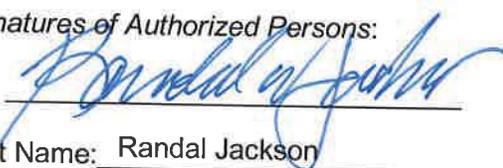
- Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

By: _____

Print Name: _____

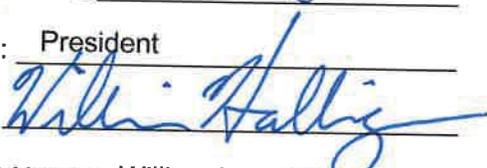
Title: _____

Signatures of Authorized Persons:

By:  _____

Print Name: Randal Jackson

Title: President

By:  _____

Print Name: William Halligan

Title: Assistant Secretary

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.
327892 _____

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

**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 GENERAL PLAN UPDATE DETAILED SCOPE OF WORK

Updated February 24, 2020

Task A. Project Commencement

A.1 Review and Finalize Scope and Community Involvement Strategy

Kick-Off Meeting with Staff

The Consultant Team (Project Team) will meet with City staff to begin the project. This will include a meeting to confirm project goals, opportunities, and constraints; refine roles; discuss responsibilities and expectations; review the schedule; and confirm major work products. During this meeting, we will review existing background data and special considerations for the Existing Conditions Analysis. In addition, we will discuss project opportunities and constraints, ways in which City staff, PlaceWorks, and MIG can most effectively work together as a team, and opportunities to fine-tune the suggested work program and make any needed changes to our scope.

Following the kick-off meeting, City staff and the Project Team will tour Santa Rosa to identify and document existing conditions at key locations in the city. We will examine areas of the city that will be subject to special attention in the General Plan Update, such as the Downtown, neighborhoods and corridors, fire-impacted neighborhoods, and infill opportunity areas.

Community Involvement Strategy

Recognizing the City's desire for a community-driven General Plan Update, particular care will be taken in the kick-off meeting to discuss and finalize the Community Involvement Strategy. The City has prepared a thoughtful plan that encapsulates major components of the Community Involvement Strategy document, including: the formation of Technical and Community Advisory Committees; development of a General Plan Update brand identity and website; and the need to make all meetings, materials, and other GPU products equally accessible to Spanish and English speakers and readers. The specifics of these components are memorialized in Task B: Community Involvement Strategy below.

To complement these components, the Community Involvement Strategy will utilize a robust toolkit of outreach and engagement methods, to be refined in close collaboration with City staff. After gathering City staff input in the kick-off meeting, we will prepare a comprehensive and detailed Community Involvement Strategy document for review and

final approval. The Strategy will include a summary of specific engagement activities and physical collateral, and a detailed engagement calendar that will help the team organize and execute engagement activities. We anticipate additional refinements to the Strategy as the GPU progresses, to ensure that we reach diverse populations at the right times, with the right tools, and share information in convenient, accessible ways.

The following is an overview of our initial ideas for inclusion in a successful Community Involvement Strategy for Santa Rosa:

- **Community Discussion and Event Sets:** We envision conducting four sets of Community Discussions and Events to reach stakeholders across the community at key points in the General Plan Update process: (1) following completion of the City Profile, Existing Conditions, Market Demand Analysis and Preferences to help formulate the community's vision for the General Plan; (2) following preparation of the land use alternatives, to obtain input about the alternatives; (3) to present the preferred alternative; and (4) to present and receive comments on the Draft General Plan. All community meetings would utilize appropriate strategies to maximize participation (e.g. childcare). (see Tasks C.4, D.4, E.3, and F.4)
- **Council and Commission Presentations:** Building from the four Community Discussion and Event Sets, we envision presenting to and holding listening sessions with the City Council, Planning Commission, Design Review Board, Cultural Heritage Board, and other City commissions at the same key decision points in the update process. (see Tasks C.5, D.5, E.4, F.5, G.7, H.1, and H.2)
- **Double Decker Bus Tour:** The Project Team would facilitate a public, mobile workshop in a double-decker bus with an open-air top deck. This fun and unique venue would serve to attract a broad audience to learn and provide input during the tour, while gaining a unique, birds-eye view of the city.
- **General Plan Video Series** (see Task B.6)
- **Community Open House for Self-Guided Learning and Input:** (see Task B.6)
- **Growing Better Places Board Game:** (see Task B.6)
- **Mobile Outreach – The Plan Van:** (see Task B.6)
- **Youth Engagement Activities:** (see Task B.6)
- **Kids' Art Contest:** (see Task B.6)

In addition, we are interested in incorporating all of the outreach methods described by the City in the RFP, including:

- Focus Groups and Interviews;
- Meetings with local businesses and neighborhood organizations;
- Online and mobile surveys;
- Fact sheets;
- Website and social media;
- Local media press releases;

- One-on-one and small group meetings with residents and other members of the community;
- Outreach to schools and students at all levels and associated school organizations;
- Informational meetings at local gathering areas;
- Pop ups at local events; and
- Regular visits to City’s various boards, Planning Commission, and City Council.

A.2 Staff Meetings/Communications and Project Management

At the outset of the project, PlaceWorks and MIG will work with City staff to establish and document agreements about regular check-ins, communication with team members, and staff review periods. PlaceWorks and MIG will always be available for impromptu calls and emails with City staff. We will memorialize these agreements in writing to ensure we remain in close collaboration with City staff throughout the project. This scope assumes weekly or even more frequent meetings with City staff, many of which may be via conference call.

Task A Deliverables:

- Project commencement meeting with City staff
- Memorandum summarizing meeting
- Prepare memorandum outlining goals, performance measures, implementation tools, and schedule to comprehensively engage community members including residents; business groups; civic organizations; special interest groups; and representatives of all ethnic, age, and income groups within the City.

Task B. Community Involvement Program

The City has outlined several key elements of the community involvement strategy which are discussed below.

B.1 Community Advisory Committee Meetings

PlaceWorks and MIG will assist City staff in preparing for and facilitating a series of up to 10 CAC meetings to provide guidance on the General Plan Update. The CAC will meet at key points in the project to provide feedback on work products such as the City Profile, Existing Conditions Analysis, Land Use and Circulations Alternatives, and Draft General Plan. PlaceWorks and MIG will work with City staff at the outset of the project to determine the appropriate meeting topics and target dates for the CAC. A senior MIG staff person will facilitate and attend all meetings.

B.2 Technical Advisory Committee Meetings

PlaceWorks will support City staff with forming the Committee and will plan and facilitate Technical Advisory Committee (TAC) meetings at critical junctures of the General Plan Update process. The TAC will be comprised of technical experts from City departments and partner agencies to provide feedback and ensure plan concepts can be achieved. This would include membership from all affected agencies, including, but not limited to the following: County of Sonoma; the local school districts; Sonoma County Transportation Authority; Sonoma County Transit; Golden Gate Transit; Permit Sonoma; Sonoma County Health Services Department; Sonoma-Marin Area Rail Transit; Santa Rosa Junior College; the Bay Area Air Quality Management District; Metropolitan Transportation Commission/Association of Bay Area Governments (MTC/ABAG); and the City of Santa Rosa Departments of Planning and Economic Development, Police, Fire, Housing and Community Services, Finance (including the Parking division), Transportation and Public Works, Water, and Community Programs and Engagement. We will consult with City staff to develop the final TAC roster. The TAC will be convened up to six times during the course of the project to review draft work products, advise on policy and plan development and help staff prepare for public meetings, workshops, and hearings.

B.3 Translation Services

Nearly one quarter of the Santa Rosa community speaks Spanish at home. To ensure that the Spanish speaking population has the opportunity and is encouraged to participate in the General Plan Update, the entire process will be universally accessible in English and Spanish.

All notices, informational brochures, the project website, and other written materials, as appropriate, will be prepared in English and Spanish. All meetings and workshops facilitated in English will offer translation services and some workshops, meetings, and events, will be conducted in Spanish. In addition, executive summaries for all technical documents will be produced in English and Spanish. The Project Team has in-house native Spanish speakers on their planning staff who will lead translation during meetings and workshops, ensuring that key ideas and concepts are accurately discussed with the community.

B.4 Community Events and Outside Agency Meetings

The Project Team will attend up to 10 major community events, such as farmers' markets, cultural celebrations, and others to obtain input from Santa Rosa residents about the General Plan Update. To attract the participation of historically underrepresented groups, we suggest that at least one of the community events should occur at a local place of worship, ethnic market, or other common community gathering place.

The first series of events will occur during this initial community outreach phase, and participation at other events will be selected during the project in consultation with City staff. During this first event, the Project Team will provide information about the General Plan Update process and solicit ideas about key issues and concerns that should be addressed.

Depending on the phase of the project, outreach at future events could include asking about specific topics or issues or distributing outreach material about the General Plan Update project and process. PlaceWorks and MIG senior staff will attend and be responsible for preparing outreach material for these community events.

To support this effort and bring attention to the project, MIG suggests creating a “Plan Van.” MIG will design graphic materials that highlight the GPU brand that can be printed on vinyl and used to cover an existing City fleet vehicle (preferably either a van or truck). The Plan Van will be used to bring attention to the project and build community interest. It can also be used as a mobile workshop tool. City staff can park the van at major gathering places during event times and attract people to learn more about the project and fill out questionnaires. While MIG will prepare the graphics and organize the application of vinyl materials with a third-party vendor, MIG will not provide or drive the vehicle. City staff will be responsible for obtaining and driving the vehicle, as well as insuring the vehicle.

B.5 Website, Branding, and Online Engagement

Project Brand

To set the foundation for the community engagement effort and project-related materials (print and digital), the Project Team will develop a project logo and color palette, establishing a recognizable brand identity to unify all phases of work, and build community awareness of the General Plan Update. The General Plan logo might take design cues from Railroad Square, Courthouse Square, Spring Lake Park, and other local treasures to complement the City’s brand and express that the General Plan will build on what is best about Santa Rosa and provide a marketing platform for investment in the community. The General Plan logo and brand package may include a combination of symbols, text, colors, graphics, or photos.

Project Website

The Project Team will create a website (or a webpage on the City website) for the General Plan Update. The website will include basic information about the project, including a description of the process, meeting dates, and project updates as major milestones are achieved.

The website will include information about community meetings, CAC and TAC meetings, and Planning Commission and City Council meetings on the project. It will be used as a public portal to access and complete online surveys. When documents are available to the public, we will provide the documents in PDF format on the website. Our in-house webmaster will be responsible for managing and updating the website, including PDF files made available for downloading.

Online Surveys

As a complement to physical materials and face-to-face outreach, MIG and PlaceWorks will utilize cutting-edge tools to engage community members using digital technology. These tools include sophisticated online comment and discussion forum features with a variety of options, such as map-based and prioritization exercises that enable people to participate in the General Plan Update process whenever it is convenient for them. The digital engagement strategy will include online surveys that provide opportunities to weigh in on

priorities and land use and circulation concepts, as well as tools to assist in outreach and information gathering prior to, during, and following community workshops. These tools will connect the Santa Rosa community in a professionally facilitated forum that builds public awareness of and trust in the General Plan Update process, without constraints on the time, place, or method of public input.

B.6 Healthy Communities Targeted Outreach

A core focus of the General Plan Update will be to engage the full Santa Rosa community on ways the city can grow and evolve in a more healthy, sustainable, and equitable fashion. In order to achieve this, the Project Team will develop a robust outreach processes that will include a range of tools and techniques that are both high-tech and high touch. This effort will focus on engaging disadvantaged communities within Santa Rosa, but reach the full community as well. While the overall outreach and engagement program will be refined in Task A.2 above, the initial components of this effort include the following:

- **General Plan Video Series:** The Project Team will produce a series of three sets of brief, informational videos in English and Spanish to support information sharing at critical junctures of the GPU process. Videos would be engaging and help foster a deeper understanding of the project, especially for those not inclined to read longer report documents or participate in workshops. Topics could include an overview of the General Plan Update process generally, to be released at the start of the project; a summary of findings from the existing conditions report; documentation of outreach conducted throughout the project; ways to make Santa Rosa more healthy and sustainable, and more.
- **Community General Plan Studio and Open House Space:** The Project Team, working closely with City staff, will develop a General Plan Studio space that can become a one-stop destination for Santa Rosans interested in the project. The space could include similar materials as those at the in-person events, plus additional written direction enabling passersby to provide input without assistance from the Project Team. Open houses could be completely autonomous or be staffed during identified peak periods to answer questions.
- **Growing Better Places Board Game:** The Project Team will prepare a version of its award-winning board game customized for the GPU project. The board game is a highly interactive version of a more traditional growth allocation exercise that might otherwise use wooden blocks or Legos. Unlike more traditional growth allocation games, the Growing Better Places game is a collaborative game that a group of participants can win or lose. There are instructions, challenges to overcome, and community benefits to achieve while participants learn about the trade-offs associated with how and where the community grows and evolves. The Project Team will design a game board, game pieces, game cards and instructions and have them professionally produced and packaged in a custom game box. The game itself will be deployed during the alternatives phase of the project to allow people the opportunity to review, discuss and weight the pros/cons of different land use and mobility choices. The game will be design in such a way that it can be used during larger workshops and meetings, GPU Studio space, smaller group discussions, and youth engagement events. The focus will be on using the game

during as many in-person events as possible to reach the largest number of people.

- **Mobile Outreach – The Plan Van:** The Project Team will design graphic materials that highlight the project and can be printed on vinyl and used to cover an existing City fleet vehicle (preferably either a van or truck). The Plan Van will be used to bring attention to the project. It can also be used as a mobile workshop tool. City staff can park the van at major gathering places during event times and solicit people to learn more about the project and fill out surveys. The final graphic style will be confirmed with City staff, but it is assumed that it will include both English and Spanish language text to reach the full Santa Rosa community.
- **Youth Engagement Activities:** The Project Team will work with local school districts and Santa Rosa Junior College to create tailored events and classroom programs to allow kids and college students the opportunity to engage in the project in a fun and informative way. This can include photo contests, team design competitions (usually tied with civics or architectural design classes), and youth-led outreach events.
- **Kids’ Art Contest:** The Project Team will host a Kids’ Art Contest to engage Santa Rosa youth and build awareness among families. The Kids’ Art Contest could be promoted through the Santa Rosa Unified School District and judged by the Community Advisory Committee. Contest winners would see their art displayed in the General Plan.

Task B Deliverables:

- Establish and convene the Technical Advisory Committee
- Establish and convene the Community Advisory Committee
- Translation Services. For each public meeting prepare Spanish translations of meeting materials including notices, agendas, reports, presentations and meeting summaries, as well as provide an on-site translator for all community meetings
- Website and Project Branding, in English and Spanish
- Schedule of Online Surveys with Topic Areas identified
- General Plan Videos (three rounds in English and Spanish – six total videos)
- Growing Better Places Gameboard (20 sets)
- Plan Van vinyl graphic
- Youth engagement activities materials
- General Plan Studio signage, branding, and physical materials

Task C. City Profile, Existing Conditions, Market Demand Analysis, and Preferences

C.1 City Profile Report and Resilience Assessment

The Project Team will prepare a city profile and resilience assessment, existing conditions analysis, and market demand analysis to foster a deep understanding of the community's demographic and socioeconomic characteristics, travel patterns, vehicle and transit use, and existing land use conditions.

At the outset of this task, the Project Team, with assistance from City staff, will gather and review important background documents available to support the General Plan Update, including:

- General Plan 2035 and EIR;
- Downtown Area Specific Plan, Roseland Area/Sebastopol Road Specific Plan, and others;
- Strategic Plan 2017-2022;
- 2016 Housing Action Plan;
- Bicycle and Pedestrian Master Plan;
- 2016 Local Hazard Mitigation Plan;
- 2012 Climate Action Plan (prepared by PlaceWorks);
- Master Development Plans;
- Master Infrastructure Plans;
- Development Code; and
- Citywide Design Guidelines.

We will also review the existing Master Plans for water, sewer, and storm drain systems. Finally, the Project Team will review relevant regional documents, such as Plan Bay Area 2040.

PlaceWorks will prepare a profile of the city—including the unincorporated areas within the urban growth boundary—summarizing the community's demographic and socioeconomic characteristics, such as age, ethnicity, language spoken, place of birth, disability, household characteristics, employment, place of work, income, and travel mode to work. The report will also analyze existing land use conditions, such as land uses by type, park acres, and recreational amenities, schools, and services.

In addition, the following transportation and transit areas will be analyzed by W-Trans for incorporation in the City Profile Report:

- The city's existing roadway network including functional classifications;
- Existing travel patterns including SCTA's travel behavior model;
- Existing commuter mode choice in Santa Rosa;

- The city’s historic collision experience for different types of users (autos, pedestrians, and bicyclists), compared to that of similar-sized jurisdictions within California;
- Existing bicycle and pedestrian facilities in the city;
- EV Network Study (SCTA)
- Existing transit operations in the city including local and regional bus service, SMART, major transit hubs and stations, and high-frequency bus corridors; and
- Current CityBus ridership and trends.

The Resilience Assessment of the City Profile will be led by Atlas Planning Solutions and Laurie Johnson in coordination with the Project Team. The Resilience Assessment will evaluate the existing Safety Element, the City Fire Department’s recent wildland fire hazard assessment and 2017 post-wildfire after-action reviews, Local Hazard Mitigation Plan, emergency response plans, and other hazard and risk related policies, plans, and programs. Topics covered by the Resilience Assessment include climate change, earthquake and other geologic hazards, wildfire, and flooding. A key focus of this task will be the review of the updated Community Wildfire Protection Plan and identification of key recommendations that should be integrated into future land use and circulation alternatives. It is anticipated that many of these recommendations will help further enhance the wildfire recommendations and requirements necessary to comply with SB 1241. Another key element of this review will be consistency with SB 379 requirements mandating the Safety Element to address climate adaptation.

An Environmental Justice and Equity Analysis of the City Profile will be led by MIG in coordination with the full Project Team. We will conduct a comprehensive citywide analysis regarding environmental pollution exposure and related health and wellness indicators, such as access to healthy foods, sensitive receptors, and access to medical services. Using CalEnviroScreen 3.0 and other available resources, we will map disadvantaged communities and dig into the social, economic, and pollution data sets. We will review other environmental and health databases and resources, to identify indicators measuring citywide inclusivity and equity, as well as underlying socio-economic variables including home purchasing power, unemployment rate, educational attainment, and poverty levels.

C.2 Market Demand Analysis

For the residential portion of the Market Demand Analysis, Strategic Economics will build on the recent studies developed for the Housing Action Plan and Housing Allocation Plan to assess the future potential for housing of various types in Santa Rosa. The analysis will consider projected household growth by type of household, and trends in housing prices, sales prices, and construction activity for housing of different types. The analysis will also evaluate the potential for attracting higher density, infill housing types in transit-served areas/priority development areas (PDAs) based on the composition of new household growth in the city and county.

The nonresidential real estate portion of the Market Demand Analysis will rely on available data sources such as California Employment Development Data, County/ Zip Code Business Patterns, and MTC/ABAG estimates and forecasts to analyze historical employment trends, and forecasts for growth by industry for Santa Rosa and Sonoma County. Strategic

Economics will analyze the performance of existing commercial space (including industrial, office, hotel, and retail). This analysis will include an assessment of historic market trends such as rents/rates, vacancy rates, construction, and absorption. Strategic Economics will also work with the City's Economic Development department to identify the city's competitive advantages for the various land uses, incorporating feedback from commercial real estate brokers, developers, and business owners. Combining the results of the industry sector analysis and the real estate market analysis, Strategic Economics will estimate the amount of non-residential uses that could be captured in Santa Rosa within the planning horizon for the General Plan.

In addition, Strategic Economics will work closely with City Staff and the Project Team to estimate the amount of land zoned for residential and nonresidential uses, and to determine whether the city has sufficient land supply to accommodate future residential and non-residential growth. The analysis will result in recommendations about potential zoning changes.

C.3 Existing Conditions Briefing Book and Online Exercise

The Existing Conditions Task will establish baseline information to highlight and inform key issues and opportunities for the General Plan Update. We will prepare a set of technical studies on relevant topics to provide a solid baseline, which will update the existing general plan and include the following topic areas:

- Land use and urban design, including:
 - Existing land use, including the number of existing affordable dwelling units, supportive housing, and homelessness;
 - Commercial/industrial space utilization, physical building conditions, including structures in poor or deteriorating condition;
 - Urban form characteristics, including areas of high and low intensity development, character centers, economic/community nodes, building heights and styles, and public realm character areas (e.g., streets/streetscapes, open space corridors, etc.);
 - Pending and approved development projects in the city (including unincorporated areas within the UGB);
- Environmental conditions including areas of known sensitive habitats, natural hazards and noise, topography, soil, or groundwater contamination;
- Utilities and infrastructure as described below.
- Transportation networks, including vehicle circulation, pedestrian and bicycle mobility, and transit use;
- Historic resources and Preservation Districts; and
- Market conditions and economic development potential.

Included in this effort, BKF will assess the capacity and the condition of the local water supply and distribution, wastewater conveyance and treatment, storm drainage, and telecommunication systems based on the latest available information. Input and guidance will be sought from City public works and engineering representatives, and existing

conditions information will include both narrative descriptions of capacity and potential deficiencies. BKF will contact outside agencies such as Pacific Gas & Electric, Sonoma Clean Power, Laguna Treatment Facility, various telecom providers, all local school districts, and County and State of California Departments of Transportation to document their assessment of infrastructure related to the General Plan Update effort. BKF will also identify planned public and private infrastructure improvement projects. The water supply analysis will be packaged to support a Water Supply Assessment.

In addition, W-Trans will prepare a chapter of the existing conditions report related to transportation and circulation, the focus of that chapter will include the following areas:

- Level of service (LOS) and vehicle miles traveled (VMT), how they are used, and how they may influence the General Plan Update;
- Planned major roadway improvements including those identified in the City’s Capital Improvement Program, current General Plan, and SCTA’s Comprehensive Transportation Plan;
- Accessibility to transit, as well as pedestrian and bicycle connectivity to major destinations in the City (including the Downtown and the two SMART stations), illustrated as exhibits;
- Potential impact of emerging technologies and advancements, such as automated vehicles, to transportation in the coming years; and
- Opportunities to improve multimodal circulation, including consideration of the critical ties between land use patterns and the circulation network.

Taking the findings of the Existing Conditions Task, the Project Team will identify potential opportunities and constraints within the Plan Area. The Existing Conditions will be summarized into a graphically rich, magazine-style briefing book. By focusing the range of topics and consolidating key information pieces into an accessible briefing book, we will offer a useful and lively document that will support strategic thinking – both for the General Plan Update and for other City initiatives like economic development and investment.

C.4 Community Discussions and Events Set #1: Vision

Following the City’s direction, this Task is built around a series of workshops, meetings, and interactions to first explain what was learned through the City Profile, Market Demand Analysis, and Existing Conditions Analysis, and then assist the community in using that information to create a vision for what they want Santa Rosa to be in 2050. Community members will have multiple and convenient opportunities, in-person and remotely, to inform the staff/Project Team of their preferences for conservation, growth, and change over the next three decades.

Over the course of the project, a series of four “Community Discussion and Event Sets” will be held. Each meeting in a set will function similarly, but meetings will be hosted in various locations across the community and make participant-appropriate adjustments to each meeting. The goal of this approach is to (a) limit the amount of large city-wide workshops; (b) meet with the community during meetings or events they are already attending; and (c) ensure we are covering the most robust amount of engagement possible on this project. For example, we envision that some meetings will be facilitated entirely in Spanish.

This first set of community meetings will provide opportunities to introduce members of the community to the General Plan Update and City staff and Project Team. The meetings will focus on formulating a collective vision and compiling the range of issues to be addressed in the General Plan.

One option for the meeting format entails greeting participants with comment cards asking questions such as “What’s Special About Santa Rosa?” and “What’s Missing In Santa Rosa?” Then every comment can be posted on the wall for all to see. Following this icebreaker exercise, the Mayor or another City official can welcome participants and emphasize the importance of the General Plan to the future of the City. Then, the Project Team will give a concise overview of the process, emphasizing future opportunities for public involvement.

After answering questions, we suggest asking people to break into small groups for a table-facilitated discussion of their vision for the future of Santa Rosa and the most challenging issues people want to see the City address to achieve that vision. This includes a discussion on what likely conditions and events will drive how the community looks in the future—changes to the climate, diminishing natural resources, economic shifts—and how in turn the community can become more resilient.

We will also provide table maps for each group, on which participants can identify specific issues that are geographically based and/or preliminary ideas about where changes in land use may be appropriate. After the small group discussions, we will reconvene in a large group to share reports back summarizing the vision and challenges each group identified.

When appropriate, the meetings will be conducted using simultaneous interpretation into multiple languages and outreach materials will be provided in multiple languages. Each of the meetings in this set would also include a performance, for example, from a local high school musical, choral, or dance group in order to encourage attendance and generate energy and excitement.

C.5 Council and Commission Presentations

Following the community meetings, the Project Team will draft a Vision Statement for the General Plan. The Vision Statement will reflect the input from the community meetings in a short statement. The PlaceWorks Principal-in-Charge and MIG’s Project Manager will convene study sessions with various City boards and commissions including Planning Commission, Cultural Heritage Board, and Community Advisory Board. The study sessions will include a presentation of findings from the City Profile, Market Demand Analysis, and Existing Conditions Analysis, as well as a review of outcomes from Community Discussion and Event Set #1 and review of the preliminary Vision Statement. Members will have the opportunity to comment on the work completed to date and provide direction to the Project Team on the contents of the Vision Statement.

The PlaceWorks’ Principal-in-Charge and Project Manager will attend a City Council meeting to report on the community meetings, review the preliminary Vision Statement, and to report comments received on the draft Vision Statement. Council members will have the opportunity to discuss the work completed to date and provide direction to the Project Team on the contents of the Vision Statement. PlaceWorks will revise the Vision Statement per Council, Board, and Commission comments. The revised vision will be used

by City staff, PlaceWorks, the Community and Technical Advisory Committees, Planning Commission, and City Council to guide preparation of the General Plan Update and its implementation in the years to come.

Task C Deliverables

- City Profile, 5 hard copies and PDF format
- Existing Conditions Report, including Market Demand and Economic Opportunity Analysis, 5 hard copies and PDF format
- Existing Conditions Map, 2 hard copies and PDF format
- Community Advisory Committee Meeting 1 notice/agenda/meeting materials in English and Spanish
- Community Advisory Committee Meeting 1 (with translation services)
- Community Advisory Committee Meeting summary in English and Spanish
- Community Meeting 1 notice/agenda/meeting materials in English and Spanish
- Community Meeting 1 (with translation services)
- Community Meeting 1 summary in English and Spanish
- Technical Advisory Committee Meeting 1 notice/agenda/meeting materials in English and Spanish
- Technical Advisory Committee Meeting 1 (with translation services)
- Technical Advisory Committee Meeting 1 summary in English and Spanish
- Consultant/staff meetings with community groups, residents, business owners, etc. (with translation services)
- Pop-up events and attendance at local events as necessary (with translation services)
- Joint City Council/Planning Commission study session (attendance/facilitation and meeting materials as necessary)
- Joint Design Review Board/Cultural Heritage Board study session (attendance/facilitation and meeting materials as necessary)
- Housing Authority, Community Advisory Board, Bicycle and Pedestrian Advisory Board, Board of Public Utilities, and/or other appropriate City boards study session (attendance/facilitation and meeting materials as necessary)
- City Council, Planning Commission, Design Review Board, Cultural Heritage Board, Community Advisory Board agendas and meeting materials – produced in English and Spanish

Task D. Land Use and Circulation Alternatives

D.1 Land Use and Circulation Alternatives Report

PlaceWorks will prepare an Alternatives Workbook illustrating the major land use and design concepts inherent in each alternative and communicating the implications for the built environment in a way that can be quickly comprehended by non-planners. Accordingly, the Workbook will be designed in a reader-friendly format, each alternative will be clearly distinguished from the others and include maps, conceptual visual simulations of potential future land uses at several key sites, and text describing and analyzing each alternative.

PlaceWorks will first prepare an Administrative Draft Alternatives Workbook for the TAC's review and feedback. The Project Team will then revise the document based on input received and provide a Public Review Draft Alternatives Workbook. The Alternatives Workbook is expected to include the following components:

Buildout Alternatives

PlaceWorks will identify the amount of growth that could occur under each alternative. PlaceWorks will report buildout at a citywide level and by study area for each alternative. Residential growth will be expressed as the number of units, or other agreed upon metric such as floor area, for different housing types (i.e., single-family and multi-family) and affordability. Non-residential growth will be described as total square feet for office, retail, and industrial uses. PlaceWorks will also prepare projections for population and jobs.

Community Character

MIG will describe the overall character of each study area under each alternative and express the extent to which an alternative would represent a small, moderate, or substantial change to the present-day character of the area. We will also explain which specific components of an alternative are meant to protect community-desired characteristics and which would help to enhance areas that the community has identified are in need of change. We will also assess land use compatibility and the degree to which each alternative provides residents with a variety of housing options (in terms of location, types and affordability), commercial services and employment options.

Community Services

PlaceWorks will evaluate the community services needed to serve the General Plan buildout under each alternative. This analysis will identify key differences between the alternatives in terms of demand for services such as police, fire, and schools. The alternatives will consider and compare risk and resilience potential.

Circulation

W-Trans will collaborate with the team in developing three land use and circulation alternatives. As part of this process, there may be a need to complete targeted testing of the circulation network as individual alternatives are developed, using the SCTA regional travel demand model.

City Fiscal Sustainability and Market Viability

Strategic Economics will evaluate the market viability of each alternative, referencing the findings from the market analysis and identifying the responsiveness of the various land use components to projected market conditions over the life of the General Plan.

Safety

Atlas Planning Solutions and Laurie Johnson will assess the alternatives for their responsiveness and compliance with 2017 post-wildfire after-action reviews, Local Hazard Mitigation Plans, Community Wildfire Protection Plans, emergency response plans, and other hazard and risk related policies, plans and programs. In addition, the team will assess the vulnerability of uses in high fire risk areas, along fault lines, and within flood zones for each alternative and will analyze climate change hazards.

Utilities

BKF will identify any water supply and distribution, wastewater treatment and conveyance, storm runoff system capacity, power distribution, and telecommunication distribution issues or system deficiencies related to the alternatives. Planning level estimates of the cost differentials among the alternatives will be prepared for backbone infrastructure.

D.2 Development Potential for Each Alternative

PlaceWorks will calculate buildout of the project to be evaluated in the EIR. City staff will review and approve the methodology used for this calculation prior to our analysis. PlaceWorks will prepare a draft set of buildout numbers, make any changes needed, and provide staff with an opportunity for a final review before using those numbers as the basis for evaluation in the EIR.

D.3 Traffic and Circulation Study

W-Trans will prepare a traffic and circulation study that evaluates each of the land use and circulation alternatives.

Pedestrian, Bicycle, and Transit Circulation

The bicycle network recommendations identified in the City's recent bicycle and pedestrian master plan update are anticipated to be incorporated into the General Plan. Additional facilities will be needed to support future growth, however, and will differ by alternative, depending on how land use types, intensities, and development locations are defined. Analysis of pedestrian and bicyclist modes will focus on connectivity within and between subareas of the city as well as at a citywide level. Connectivity will be assessed using GIS mapping and network analysis to identify areas in need of new or improved connections, and to visually depict how pedestrian and bicycle connectivity may differ among the land use and circulation alternatives. The assessment of transit modes will focus on how transit-orientation would differ among the alternatives, and where additional or more frequent transit service (or stations) could have the greatest impact with respect to reducing automobile reliance.

A broad estimate of the number of potential trips made by transit, walking, and bicycling will be developed for each alternative using the current capabilities of the SCTA travel demand model.

Vehicular Circulation

W-Trans will obtain the land use projections for each alternative and complete network updates to the SCTA Travel Demand Model (in collaboration with SCTA staff as needed) in order to be able to quantitatively assess VMT and congestion. This effort may also require modifications to the SCTA model beyond City limits since major land use plans generally shift the locations of regional growth rather than explicitly increase regional development levels beyond ABAG and MTC projections. VMT projections will focus on total VMT, per capita VMT associated with home-based trips, and per employee trips associated with employment-based uses. The VMT projections for each alternative will be compared to the VMT threshold established through the General Plan Update process, and if it appears that the thresholds may not be achieved, suggestions for potential mitigation options (or modifications to adopted thresholds) will be provided.

Outputs from the SCTA model output will be used to produce color-coded diagrams depicting the approximate levels of auto congestion on the City's major roadways upon buildout of each General Plan alternative (these exhibits will focus on roadway links rather than intersections). For each of the alternatives, a summary will be provided of the auto circulation network modifications that would be included, such as new or modified freeway interchanges and identification of the major streets that would be widened to increase vehicular capacity, or road diets.

D.4 Community Discussions and Events Set #2: Alternatives

Following preparation of the Alternatives Workbook and presentation of these alternatives to the TAC for review, feedback, and possible refinement, PlaceWorks' Principal-in-Charge, MIG's Project Manager, and other key team representatives will plan, attend, and facilitate up to four community meetings and events to review the alternatives with the community and work toward identification of a preferred scenario.

We will work with City staff to define the approach for each meeting, but we anticipate that they will include a presentation of the alternatives and the results of the analysis undertaken in the previous task. We will describe the relative benefits, trade-offs, and potential impacts of the alternatives. These meetings can include the Growing Better Places Board Game or real-time design charrette to actively engage the community and stakeholders in the discussion.

Following the presentation, participants will break into small, facilitated groups with maps of each alternative. Each group will be asked to create its own preferred future land use and circulation scenario and report their findings back to the larger group. Participants will be encouraged to assemble components of the starting point alternatives in any combination they desire, plus add any new ideas. As with other meeting sets in this series, meetings may be conducted in English or Spanish and, if appropriate, will offer simultaneous interpretation into multiple languages, with outreach materials in multiple languages.

D.5 Council and Commission Presentations

Following completion of Community Discussion and Event Set #2, PlaceWorks 'Principal-in-Charge, MIG's Project Manager, and other key team representatives will prepare presentations and/or organize listening sessions with up to six boards and commissions, including the Planning Commission to review the alternatives and solicit input to begin working toward identification of a preferred scenario. In these convenings, we will describe the relative benefits, trade-offs, and potential impacts of the alternatives.

D.6 Healthy Communities Assessment and Policy Integration

PlaceWorks will work with the City staff to fully integrate Healthy City assessment and policy with the General Plan Update. It is anticipated Healthy City assessment will focus on the following issues related to the City's disadvantaged communities and creating healthy, livable neighborhoods

Existing Conditions Report

Through community outreach and data analysis, the Project Team will collaborate with the City's effort to identify and document the current status of social determinants of health and existing health indicators including:

- Economic indicators, such as income and housing affordability/housing cost burden, food insecurity, uninsured populations;
- Neighborhood and environmental conditions, such as housing quality and housing mix by neighborhood and community-wide, recreation options, safety, and adverse environmental conditions (i.e. noise, air quality, and land use);
- Transportation and mobility opportunities including access to transit, access to a personal vehicle, walkability, walk trips per capita, pedestrian and bicycle injury, percent of children who walk, bike, roll to school and active transportation route connectivity;
- Access to healthy food (retail, community garden and farmers markets) and wellness services;
- Community and commercial services, locations of health facilities;
- Public amenities, such as educational opportunities and childcare facilities; and
- Existing health conditions (e.g. prevalence of asthma, heart disease, child and adult obesity, heart disease, cancer, mortality rate, etc.).

The Project Team will also work with City staff to develop a set of maps to accompany the written report that will map relevant social determinants of health and health indicators, such as community-wide mobility; connectivity between residential, employment centers, and public amenities; and environmental hazards.

Healthy Policy Development and Integration

Informed by best practices in healthy communities planning, stakeholder input, and findings of the existing conditions report, the Project Team will work with the City to

integrate a comprehensive set of Healthy Community policies that address health challenges faced by Santa Rosans. Policies will be folded into appropriate elements of the General Plan, for example, policies relating to mobility will be integrated into the Circulation Element.

Task D Deliverables

- Large format display graphics illustrating the alternative land use and circulation plans with additional sketches, elevations, and street sections needed to convey each alternative, 2 hard copies and PDF format
- Land Use and Circulation Alternatives Report, 5 hard copies and PDF format
- Quantified development potential for each alternative
- Comparison of Healthy City Outcomes for each alternative
- Traffic and Circulation Study, 5 hard copies and PDF format
- Technical Advisory Committee Meeting 2 notice/agenda/meeting materials in English and Spanish
- Technical Advisory Committee Meeting 2 (with translation services)
- Technical Advisory Committee Meeting 2 summary in English and Spanish
- Community Advisory Committee Meeting 2 notice/agenda/meeting materials in English and Spanish
- Community Advisory Committee Meeting 2 (with translation services)
- Community Advisory Committee Meeting 2 summary in English and Spanish
- Community Meeting 2 notice/agenda/meeting materials in English and Spanish
- Community Meeting 2 (with translation services)
- Community Meeting 2 summary in English and Spanish
- Consultant/staff meetings with community groups, residents, business owners, etc. (with translation services)
- Pop-up events and attendance at local events as necessary (with translation services)
- Joint City Council/Planning Commission study session (attendance/facilitation and meeting materials as necessary)
- Joint Design Review Board/Cultural Heritage Board study session (attendance/facilitation and meeting materials as necessary)
- Housing Authority, Bicycle and Pedestrian Advisory Board, Board of Public Utilities, and/or other appropriate City boards study session (attendance/facilitation and meeting materials as necessary)

Task E. Preferred Alternative

E.1 Administrative Draft Preferred Alternative

Based on input from Community Meeting Set #2, the CAC, TAC, and City Council and commissions, we will work with City staff to prepare an Administrative Draft Preferred Alternative. The Administrative Draft Preferred Alternative will include proposed land uses and intensities for areas of change and the proposed circulation network.

E.2 Public Review Draft Preferred Alternative

Based on feedback from City Staff, the Project Team will make any adjustments to the Administrative Draft Preferred Alternative to prepare a Public Review Draft Preferred Alternative. The Preferred Alternative will present a narrative, graphics, and Land Use and Circulation Diagrams to depict development potential (including height, density, and intensity), areas targeted for preservation and conservation, and healthy city outcomes that will help realize the community's vision for the future of Santa Rosa.

E.3 Community Discussions and Events Set #3: Preferred Alternative

MIG will facilitate a series of meetings and events to present and receive feedback on the Draft Preferred Alternative with the community. We will work with City staff to define the approach for the meeting, but we anticipate that it will include a presentation of a summary of public feedback to-date and an overview of the Draft Preferred Alternative. We will describe the relative benefits, trade-offs, and potential impacts of the Draft Preferred Alternative. There will be an interactive exercise to refine key elements of the Draft Preferred Alternative, including growth assumptions, areas of stability and change, and future impacts and benefits. This feedback will help inform the final selection of a Preferred Scenario that will be used as the basis for the updated General Plan.

E.4 Council and Commission Presentations

Based on input from the community meetings, PlaceWorks and MIG will work with City staff to prepare an Administrative Draft Preferred Alternative. This alternative will include proposed land uses and intensities for the areas of change and the proposed circulation network. Based on direction from staff, PlaceWorks and MIG will prepare a Draft Preferred Alternative to present to up to five boards and commissions, including the Planning Commission. PlaceWorks will then attend a meeting with the Planning Commission to present the Draft Preferred Scenario and receive Commission direction.

PlaceWorks will accompany City staff at a City Council meeting or study session to present the Draft Preferred Land Use and Circulation Scenario as modified by the Planning Commission and receive Council direction. Although the Preferred Alternative will remain "draft" until the Council adopts the updated General Plan at the conclusion of the project, the goal of this meeting will be to obtain Council approval to prepare the General Plan and

EIR documents using the Draft Preferred Scenario as a basis for policy writing and environmental analysis.

E.5 Final Preferred Alternative and Land Use Diagram

Following the City Council meeting, PlaceWorks will incorporate final Council direction into the Preferred Alternative.

W-Trans will assist the Project Team and City staff with formulating the circulation network associated with the Preferred Alternative, including assistance with multimodal improvements.

The auto circulation network improvements to be included in the Preferred Plan will require further analysis in the SCTA travel demand model. Using the results from the alternatives analysis as a starting point, W-Trans will work with the Project Team and City staff to determine which auto circulation network improvements to include. W-Trans will collaborate with SCTA to prepare a year 2040 model run that is reflective of the Plan. The resulting roadway network LOS estimates, as produced by the SCTA model, will be distributed to the Project Team and City staff for review. Following refinement, a focused analysis of operation of up to 15 key intersections under buildout conditions will be completed as necessary to confirm the viability of the identified roadway network improvements. The list of intersections to be targeted for analysis will be developed in consultation with City staff and the results summarized in a technical memorandum.

Exhibits depicting connectivity for non-auto modes will be prepared using the same GIS-based methods applied in the alternatives analysis. An exhibit showing forecast average daily traffic volumes on up to 30 representative segments will also be prepared.

Task E Deliverables

- Large format graphic illustrating preferred land use and circulation plan, 2 hard copies and PDF format
- Quantified development potential and healthy city outcomes for preferred alternative
- Technical Advisory Committee Meeting 3 notice/agenda/meeting materials in English and Spanish
- Technical Advisory Committee Meeting 3 (with translation services)
- Technical Advisory Committee Meeting 3 summary in English and Spanish
- Community Advisory Committee Meeting 3 notice/agenda/meeting materials in English and Spanish
- Community Advisory Committee Meeting 3 (with translation services)
- Community Advisory Committee Meeting 3 summary in English and Spanish
- Community Meeting 3 notice/agenda/meeting materials in English and Spanish
- Community Meeting 3 (with translation services)
- Community Meeting 3 summary in English and Spanish

- Consultant/staff meetings with community groups, residents, business owners, etc. (with translation materials)
- Pop-up events and attendance at local events as necessary (with translation services)
- Joint City Council/Planning Commission study session (attendance/facilitation and meeting materials as necessary)
- Joint Design Review Board/Cultural Heritage Board study session (attendance/facilitation and meeting materials as necessary)
- Housing Authority, Bicycle and Pedestrian Advisory Board, Board of Public Utilities, and/or other appropriate City boards study session (attendance/facilitation and meeting materials as necessary)

Task F. General Plan Update Document

F.1 Policy Matrix and Draft General Plan Outline

PlaceWorks will combine the City’s existing General Plan 2035 Land Use and Circulation goals, policies, and actions into a consolidated matrix to assist in evaluation and direction by City staff. Working with the evaluation matrix, we will identify current general plan goals, policies, and actions that:

- Remain relevant;
- Have been accomplished;
- Should be moved to other plans or ordinances; and/or
- Should be modified or deleted.

Based on City staff direction, we will propose solutions to resolve issues relating to format, organization, clarity, policy gaps, redundancies, new State requirements or guidance for General Plans, and other related concerns. Together with staff, we will identify which policy topics are most pressing to bring to the Community Advisory Committee, Planning Commission, and City Council for consideration, and which others can likely be addressed at the staff/Project Team level.

F.2 Administrative Draft General Plan

The Project Team will provide City staff with ample time to review and comment on an Administrative Draft of the General Plan.

The Project Team will address City staff comments on the Administrative Draft General Plan in a screencheck draft prior to release of the Public Review Draft of the General Plan. The Public Review Draft General Plan will be posted on the General Plan Update website, and can be made available at City Hall, local libraries, the Santa Rosa Junior College, and other key community locations.

Land Use and Urban Design

The narrative for the Land Use Element will help the reader understand why the City has chosen the land use pattern and implementation priorities encompassed in the Preferred Alternative, as well as the draft goals, policies, and actions needed to implement the Preferred Alternative. The Land Use Element text will identify the vision created through Community Meeting Set #1 and issues identified by the Santa Rosa community, and will describe the importance of responding to these factors in the General Plan Update.

Subjects anticipated to be highlighted include environmental justice, direction for existing retail and business centers, transit supportive land uses, identification of future annexation sites if required, healthy city outcomes, community-wide equity, climate vulnerabilities, renewable energy, enhancement of urban forestry, changes in workplace attributes, clean and sustainable business needs, and others identified as community preferences during the Visioning process.

This element will describe the City's planning boundaries, including any revisions to the General Plan Area (GPA), Sphere of Influence (SOI), Urban Growth Area (UGA), and Urban Service Area (USA), and establish a strategy for urban growth that reflects the community's vision. Revisions to the UGA/USA boundary will be based on the revised land use map and infrastructure plans to accommodate 30 years of urban development that is coordinated with infrastructure. PlaceWorks will also assist the City in consulting with the Sonoma Local Agency Formation Commission, which is required prior to any SOI amendments pursuant to AB 1262.

We understand that the updates to the General Plan, and in particular the Land Use Element, will necessitate some level of update to the Zoning Code and related development codes to ensure implementation and to improve the functioning of the Code. Accordingly, in Task I PlaceWorks will perform a thorough consistency review of the Zoning Code to identify the needed scope for a Code update.

Housing

PlaceWorks will prepare a Housing Element that addresses State housing law including a housing needs assessment, evaluation of the existing housing element, housing site inventory analysis, potential and actual government constraints analysis, analysis of the Growth Management Ordinance, and housing implementation goals, policies, and programs to support housing production, housing affordability, and homelessness among other topics. Outcomes and policy direction from the Affordable Housing and Anti-Displacement Strategies will be incorporated into the Housing Element as appropriate.

The 2014 Housing Element will be revised to meet State requirements and provide a plan for meeting the City's housing needs at all income levels. As the region's Metropolitan Planning Organization (MPO), ABAG/MTC is responsible for developing a methodology to allocate the regional housing needs assessment (RHNA) housing production targets to each local jurisdiction in the region, including Santa Rosa. ABAG/MTC has proposed a schedule for developing the RHNA allocation that would release a draft RHNA allocation for Santa Rosa in January 2021, the allocation would then be finalized in July 2021. PlaceWorks will therefore plan to perform the following subtasks in concert with all other general plan element components utilizing the City's draft RHNA assignment as an initial place holder, we do not anticipate that the draft and final RHNA allocations will differ, but will remain

flexible to address any revisions in the adopted RHNA allocation with the revisions to the Draft General Plan.

Evaluation of Existing Housing Element

PlaceWorks will work closely with the City to determine the status, effectiveness, and appropriateness of the 2015-2023 housing program. We will gather and document all available information regarding specific accomplishments. Findings from the evaluation will be detailed in a matrix to be included in the Administrative Draft General Plan and the analysis will be used as a basis for program revisions for the 2023-2031 planning period. PlaceWorks will create a table that includes the sites from the 2015-2023 sites inventory and whether they have been developed since the adoption of the last housing element and if so, how many units were approved on the sites and income levels they were afforded to. This analysis will also include an assessment of any needed updates to programs to address state housing law updates since 2015.

Site Inventory and Analysis

PlaceWorks will develop an inventory of land suitable for residential development or redevelopment in the City. This will involve a detailed preparation of an “adequate sites analysis” showing the relationship between the City’s RHNA allocation and the dwelling unit capacity and availability of potential housing sites based on zoning and General Plan policies, requirements, and limitations. The land inventory will demonstrate how the inventory will fulfill the City’s RHNA. PlaceWorks will analyze the relationship of zoning and public facilities and services to the sites. This task will include all analysis needed to comply with recent updates to State housing law. A map of the sites will be included in the Housing Element.

Housing Needs

For the Housing Element Update, PlaceWorks will complete a housing needs assessment analysis pursuant to Government Code and SB 375, utilize HCD’s pre-approved 6th cycle data packet, the 2010 U.S. Census, American Community Survey, and other relevant sources.

The Housing Needs Assessment will analyze existing and projected housing needs in Santa Rosa. The compliant analysis will utilize demographic and economic analysis conducted in Task C and will include:

- Demographic and employment trends (e.g. population and household characteristics) and analysis of existing and projected share of regional housing needs for all income levels;
- Housing cost, affordability, housing characteristics, and market conditions (including overcrowding and overpayment);
- Existing housing stock characteristics, including affordable housing at risk of conversion to market-rate;
- Special housing needs (e.g., those displaced by the Tubbs fire, large families; seniors; those with disabilities, including developmental disabilities; female-headed households; extremely low-income households; farmworkers; homeless; etc.); and

- Review of supportive and transitional housing needs.

PlaceWorks will work closely with City staff to identify physical, programmatic, and financial resources available to meet housing needs. The analysis will include financial resources and regulatory incentives for housing and governmental and nongovernmental constraints.

Housing Constraints

PlaceWorks will update the analysis of potential and actual governmental and non-governmental constraints to the maintenance, improvement, and development of housing to meet the needs of all income levels and people with disabilities where relevant. Examples of governmental constraints include development standards in the zoning Code, land use controls such as urban growth boundaries and annexation restrictions, on- and off-site improvement requirements, fees and exactions and permit processing procedures. Non-governmental constraints include issues such as land prices, financing availability and construction. This will include analysis of land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. PlaceWorks will identify potential programs and resources to reduce or remove identified constraints. This task will include all analysis needed to comply with recent updates to State housing law.

Housing Opportunities

PlaceWorks will update financial and programmatic resources available for affordable housing programs and removal of identified constraints, including local and State funding programs as well as private sector resources. PlaceWorks will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Housing Goals, Policies, Strategies, and Programs

PlaceWorks will work with City staff to update goals, policies, and programs consistent with the requirements of Housing Element law. They will be based on the effectiveness and continued appropriateness of existing Housing Element programs, information received through public outreach, analysis of constraints, and findings from the housing needs assessment. The updated housing goals, policies, and programs will address the production, conservation, maintenance, and preservation of housing and be practical and tailored to the unique needs and challenges of Santa Rosa. Included policies and strategies will address how to build housing to accommodate the community's need and minimize displacement. Anti-displacement strategies will incorporate the maintenance and enhancement of small businesses and services that serve lower income residents. Each program will have clear measurable outcomes and time frames, and will include anticipated funding sources and responsible department or agency. This section will also include quantified objectives to be achieved by the programs.

Affordable Housing Strategy

Strategic Economics will interview Housing staff and review relevant documents to understand the existing conditions for affordable housing development in Santa Rosa. Strategic Economics will quantify the need for affordable housing by income category, and

identify the existing affordable housing supply as well as planned development in Santa Rosa, with a focus on the Downtown and the areas surrounding the city's Community Shopping Centers, and other areas that are served by transit and priority development areas (PDAs).

Strategic Economics will summarize the key opportunities and constraints to affordable housing production in Santa Rosa and PDAs by conducting the following tasks:

- Interview affordable housing developers to identify barriers to affordable housing;
- Evaluate local and county-wide affordable housing funding availability;
- Estimate the local funding gap for very low-, low-, and moderate-income units (tax credit housing) based on pro formas from recently built affordable housing projects;
- Estimate the feasibility gap for market-rate developers to provide housing affordable housing to lower income households based on the results of previous feasibility analyses;
- Assess the potential for market-rate development to provide housing for moderate income and middle-income households without public subsidy; and
- Consider the potential impact of State and local policy efforts related to affordable housing that might influence implementation and funding availability.

Based on these analyses, Strategic Economics (SE) will submit a report outlining the major opportunities and constraints to affordable housing development for a variety of income levels, and provide recommendations for facilitating more production.

Anti-Displacement Strategy

Strategic Economics will assess the potential for displacement of existing homeowners and tenants in Santa Rosa. This task will include an analysis and inventory of at-risk deed-restricted affordable units and market-rate apartments that are affordable to lower income households, or "naturally occurring affordable housing" (NOAH). In addition, Strategic Economics will examine the demographics of Santa Rosa residents and the potential for displacement based on the methodology developed by U.C. Berkeley's Urban Displacement Project.

Strategic Economics will also identify the potential displacement risk factors for small businesses and services that serve lower income residents, based on the results of the market demand and economic opportunity analysis.

Strategic Economics will work closely with City staff to document existing laws and policies to protect lower income households and small businesses, and to incorporate recent state legislation such as AB 1482 that enhance protections for tenants.

Based on the assessment of risk and an evaluation of existing protections, Strategic Economics will provide recommendations on additional policies and programs that could help to minimize tenant and homeowner displacement, increase the number of preserved affordable units, and protect small businesses. These could include recommendations to amend the Growth Management Ordinance.

Healthy City and Environmental Justice

We recognize that community wellness and environmental justice are complementary topic areas with similar goals, providing a safe and clean physical environment and distributing public services equitably to all segments of Santa Rosa’s population. MIG will prepare the community wellness component to focus on access to parks and recreation, healthy food options, increasing transportation options to all residents, allowing safe and affordable housing options, and crime prevention and overall public safety. The environmental justice component will focus on policies to reduce pollution exposure and environmental burdens affecting low-income and minority populations, improve air quality, and minimize impacts on sensitive population groups. It will also look at collaborative policies (e.g., coordination and funding agreements with other public agencies) to encourage greater access to education and job skills training at all age levels.

Transportation Access and Connectivity

The Circulation Element will define the City’s transportation network and transportation policies to support the anticipated land use growth and to provide adequate mobility and safety. W-Trans will work collaboratively with the Project Team to finalize the list of future changes to auto and multimodal circulation networks and assist with crafting policies to support the Plan’s circulation goals.

The transportation network will follow the preferred circulation scenario identified in Task D. Policy updates will reflect changes in General Plan law and the California Environmental Quality Act (CEQA), including SB 743 (VMT) requirements, professional best practices, direction from City staff, and input from the public and local decision-makers throughout the General Plan process. The Circulation Element narrative and policy language is also expected to explain and accommodate the coming future in transportation, as heralded by the emergence of clean-fuel, connected autonomous vehicles, and the requisite associated information infrastructure (“Internet of Things”).

The Circulation Diagram will encompass the full range of transportation modes, including roadways, transit, and pedestrian and bicycle corridors. The Project Team will include methods for incorporating transit- and pedestrian-supportive facilities and policies in the updated General Plan, and follow a Complete Streets approach that meets the State requirements and that supports the City’s policies and values. However, it is important to note that a Complete Streets approach—in which bicycle, pedestrian and transit usage are considered in evaluating the effectiveness and performance of a street or intersection—does not assume that all modes of travel can be well accommodated on every street.

W-Trans will complete an analysis of the Preferred Scenarios’s VMT metrics and identify potential VMT reduction strategies to be incorporated into the General Plan’s policies. If the Preferred Scenario would not achieve the VMT threshold established through the General Plan Update, W-Trans will work with the City to determine if appropriate modifications to the thresholds can be crafted in a manner that allows future development to occur while still achieving meaningful reductions in per capita VMT (and associated GHG reductions).

This effort would likely include consultation with other Bay Area jurisdictions outside of San Francisco, Oakland, and San Jose to determine best practices for achieving this balance and maintaining consistency with State requirements.

Public Services and Infrastructure

The Public Services and Infrastructure Element will identify and discuss major issues affecting the adequate provision of public facilities to meet the needs of future development. Policies to address the need to coordinate growth with funding will also be included. Topics to be addressed include:

- Fire;
- Police, including crime prevention through design;
- Emergency Operations Center (EOC);
- Schools;
- Libraries;
- Public Buildings;
- Cultural Facilities;
- Solid Waste and Recycling;
- Wastewater;
- Water Service;
- Stormwater;
- Telecommunication and Wireless Network; and
- EV Charging Infrastructure.

Open Space and Conservation

This Element will combine the State-mandated Conservation and Open Space Elements into a single element that addresses their similar and overlapping concerns, including a focus on reducing the environmental impacts of future development. The Conservation and Open Space Element will address the conservation, development and utilization of the range of natural and cultural resources in the city, including:

- Biological resources and habitats, both terrestrial and aquatic;
- Water resources;
- Mineral resources and soils, including issues associated with grading control and erosion;
- Air quality;
- Greenhouse Gas Emissions;
- Energy consumption and conservation; and
- Cultural resources, including historic buildings, archaeological and paleontological resources.

This element will also include provisions for accessibility of parks and State-required policies regarding open space in support of military installations.

Noise and Safety

The Noise and Safety Element will provide information about current and projected noise levels for roadways, railroad operations, the airport, industrial facilities and other statutory noise sources and safety risks in the city due to natural and human-made hazards. Specifically, it will address the protection of the community from unreasonable risks associated with the following topics:

- Geologic Hazards, including Earthquakes, Ground Failure, and Subsidence and Slope Instability;
- Flooding and Dam Failure;
- Wildfires;
- Hazardous Materials and Waste;
- Airport Operations; and
- Climate Change.

In addition, Atlas Planning Solutions and Laurie Johnson will assist the Project Team in developing appropriate goals and policies that meet the intent of SB 1241 and SB 379 requirements, and assist in the coordination and oversight of the Safety Element review process with CAL FIRE and the Board of Forestry and Fire Protection. In addition, pending legislation focused on wildfire retrofits (SB 182) and emergency evacuation (SB 99) are currently working their way through the legislature and could be adopted in the coming year, triggering new requirements during this process. To ensure future compliance, Atlas Planning Solutions will develop recommended policies and implementation measures that address these issues based on the spirit and intent of the legislation.

Targeted Updates to Other Elements

PlaceWorks will review the remaining General Plan elements, including Urban Design, Growth Management, Youth and Family, Economic Vitality, Historic Preservation, and Art and Culture, to determine whether and where targeted updates may be necessary to:

- Ensure internal consistency between other Elements and the updated Land Use and Circulation Elements;
- Ensure consistency with updates to plans including the Downtown Plan, Downtown Design Guidelines, Downtown Historic District Guidelines, Rail Corridor Plan, Central Park Master Plan, and Clean Water Program. As part of this task, PlaceWorks will work with the City to determine which, if any, implementation projects identified in these plans should be prioritized in the General Plan;
- Address any new State requirements that are more appropriately housed in other elements (such as flood related policies in the Safety Element); and
- Incorporate any potential mitigation measures identified in the CEQA analysis to support a General Plan that is as self-mitigating as possible.

Climate Action Planning

The Project Team will ensure consistency between the City's Climate Action Plan (CAP) and prepare a climate vulnerability assessment to address State requirements

CAP Integration

The PlaceWorks team will integrate Santa Rosa's existing CAP into the administrative draft General Plan, ensuring consistency between the two documents. We will incorporate the goals, targets, and major policies of the CAP into General Plan policies, ensuring that the General Plan can continue to act as a programmatic framework to support CAP implementation and monitoring. The PlaceWorks team also understands that Santa Rosa will be updating its CAP in the near future, and that this updated CAP will incorporate new actions since the current CAP was adopted in 2012 as well as new State guidance on post-2020 GHG reduction targets. Depending on the timing of the CAP update, we will ensure that language in the CAP update is also supported by the General Plan as appropriate and vice versa.

Vulnerability Assessment

SB 379 requires that the General Plan incorporate a Climate Vulnerability Assessment to identify how the community is vulnerable to the effects of climate change, and to develop adaptation policies to improve community resiliency to identified issues. This includes addressing climate-related hazards such as wildfire and drought, as well as other negative consequences such as increased agricultural pest activity. PlaceWorks will prepare a Climate Vulnerability Assessment in accordance with the most recent version of the California Adaptation Planning Guide (which is currently being updated by a PlaceWorks-led team), and incorporating existing datasets and analyses such as the hazards assessment in Santa Rosa's Local Hazard Mitigation Plan, the online Cal-Adapt tool, California's Fourth Climate Change Assessment, and the ABAG Resilience Program.

We will analyze how climate change may affect the populations and assets in and around Santa Rosa (recognizing that effects on the areas outside of city limits may still be harmful to the community), especially as the effects of climate-related hazards and other consequences become more frequent and intense. In accordance with the Adaptation Planning Guide and best practices, we expect to review the following categories:

- **Populations:** Persons who are likely to be disproportionately harmed by climate change, including senior citizens (especially seniors living alone), persons without access to lifelines such as reliable transportation or communication, low-income households, and individuals living in areas with limited ingress and egress points.
- **Buildings and Infrastructure:** Includes public infrastructure such as roadways and rail lines, power lines and natural gas pipes, hospitals, critical City buildings, schools, communication facilities, and major economic centers, and other buildings and infrastructure systems important to Santa Rosa.
- **Ecosystems and Natural Resources:** The range of natural lands in Santa Rosa, including hardwood and conifer forests, grasslands, chaparral, and oak woodlands.

We will prepare a list of all populations and assets recommended for inclusion in the Climate Vulnerability Assessment based on discussions with City staff, input from members

of the public and key community stakeholders, feedback from the Community Advisory and Technical Advisory committees, recommendations from the California Adaptation Planning Guide, and other appropriate guidance documents and best practices. We will assess the vulnerabilities of all populations and assets by identifying the potential severity of climate change impacts and to what extent they can resist and recover from these effects. We will translate this analysis into a quantitative vulnerability score on a scale of 1 (minimal vulnerability) to 5 (severe vulnerability). We will consult an extensive body of scientific research to determine how climate change may affect the populations and assets in Santa Rosa, including peer-reviewed scientific studies, publications from academic institutions and government organizations, and other credible regional, State, and national sources. We will also rely on plans and reports from local government agencies where appropriate. The PlaceWorks team will summarize the results of the Climate Vulnerability Assessment to easily and clearly support development of adaptation and resiliency policies in the Safety Element and other appropriate sections of the General Plan.

F.3 Public Review Draft General Plan and Executive Summary

The Project Team will prepare a Public Review Draft General Plan based on City staff and TAC review and comments. PlaceWorks will provide a screencheck draft and final Public Review Draft General Plan. In addition, PlaceWorks will prepare an Executive Summary that details the major objectives and goals of the Draft General Plan.

F.4 Community Discussions and Events Set #4: Draft General Plan

MIG will facilitate a series of meetings and events to present the Draft General Plan to the Santa Rosa community. We will work with City staff to define the approach for the meeting, but we anticipate that it will include an Open House format where display boards summarizing the major themes and content of the Draft General Plan will be shown during various community events. MIG staff will be available to answer questions about the project and the draft General Plan elements. This will provide an opportunity for members of the public to provide feedback on the draft elements, including the vision, goals, policies and programs. MIG will prepare large boards or posters that describe each of the draft elements, highlighting new policy concepts and major changes from the existing General Plan. MIG, in coordination with City staff and the Project Team, will be responsible for developing the content, printing materials, and facilitating each workshop.

F.5 Council and Commission Presentations

Following completion of Community Discussion and Event Set #4, PlaceWorks and MIG senior staff will meet with up to five boards and commissions, including the Planning Commission to present the Public Review Draft General Plan and to obtain comments. In these convenings, we will describe the relative benefits, trade-offs, and potential impacts of the alternatives.

PlaceWorks and MIG senior staff will assist City staff at a City Council meeting to present the Public Review Draft General Plan and Planning Commission feedback and to obtain

comments and direction to incorporate into the Public Review Draft General Plan, which will be the subject of the Environmental Impact Report (EIR).

Task F Deliverables

- Administrative Draft General Plan, 10 hard copies, Word and PDF format
- Public Review Draft General Plan, 50 hard copies, Word and PDF format
- Public Review Draft Executive Summary of General Plan, in English and Spanish
- Community Advisory Committee Meeting 4 notice/agenda/meeting materials in English and Spanish
- Community Advisory Committee Meeting 4 (with translation services)
- Community Advisory Committee Meeting 4 summary in English and Spanish
- Community Meeting 4 notice/agenda/meeting materials in English and Spanish
- Community Meeting 4 (with translation services)
- Community Meeting 4 summary in English and Spanish
- Consultant/staff meetings with community groups, residents, business owners, etc. (with translation materials)
- Pop-up events and attendance at local events as necessary (with translation services)
- Joint Design Review Board/Cultural Heritage Board study session (attendance/facilitation and meeting materials as necessary)
- Housing Authority, Bicycle and Pedestrian Advisory Board, Board of Public Utilities, and/or other appropriate City boards study session (attendance/facilitation and meeting materials as necessary)
- Planning Commission public hearing on Draft General Plan (attendance/facilitation and meeting materials, including staff report, as necessary)

Task G. Environmental Impact Report

In this task, PlaceWorks will analyze both the environmental and the fiscal impacts of the General Plan Update. The EIR will comprehensively evaluate potential impacts in all of the environmental issue areas as required by the California Environmental Quality Act (CEQA). In addition, the EIR will define impact thresholds and explain, where feasible, how future development that complies with the updated General Plan and defined impact thresholds will need minimal or no additional environmental review pursuant to CEQA. Through the development of General Plan policies and actions, PlaceWorks will use our thorough knowledge of CEQA and experience with other General Plan EIRs to proactively incorporate policies and actions that will mitigate potential impacts, striving for a self-mitigating General Plan. However, if, during the environmental review process, impacts that could be mitigated through new or revised policies or actions are identified, we will work with the City to incorporate such revisions into the Draft General Plan as appropriate. As shown on the graphic schedule in Figure 2, the General Plan, Infrastructure Master Plans, and EIR documents will be prepared substantially in parallel, allowing an iterative process.

G.1 Notice of Preparation and Scoping Meeting

PlaceWorks will prepare a Notice of Preparation (NOP) of an EIR pursuant to CEQA Section 15082. The Project Description for this program-level “project”. The NOP will include an environmental scoping study with a brief project history and a description of the topics to be analyzed in the EIR. For any environmental issues found not to require additional analysis, source references will be provided. PlaceWorks will be responsible for circulation of the NOP to the State Clearinghouse.

During the 30-day comment period on the NOP, the Planning Commission will devote a regular meeting to receiving public comment as part of the scoping process for the EIR. PlaceWorks will attend the meeting and present an overview of the General Plan process to date, how input received during the outreach components was integrated into the Draft General Plan, and key issues for CEQA topics. PlaceWorks will prepare a written summary of the environmental issues raised at the scoping meeting for inclusion in the Draft EIR.

G.2. EIR Methodology Memo- Prior to commencement of work on the EIR Placeworks will provide a memo outlining each chapter and proposed methodology. This should include a list of sources, impacts to be identified and thresholds to be used.

G.2 Buildout Calculation and Traffic Model Refinement

Buildout Calculation

PlaceWorks will calculate buildout of the project to be evaluated in the EIR. City staff will review and approve the methodology used for this calculation prior to our analysis. PlaceWorks will prepare a draft set of buildout numbers that identifies the total net new dwelling units, population, jobs, and square footage by use type, make any changes needed, and provide staff with an opportunity for a final review before using those numbers as the basis for evaluation in the EIR.

Traffic Model Refinement

W-Trans will collaborate with SCTA to update the regional travel demand model’s traffic forecasts based on revised land use data, which will come from PlaceWorks and will reflect the land use direction of the Preferred General Plan Alternative. W-Trans will also work with SCTA to create a customized model network that includes future circulation network improvements such as the addition of new roadway links, major transit corridors, and roadway modifications (including the addition or subtraction of vehicle lanes). The modeling will be used for analytical purposes including estimation of VMT on a per-capita and per-employee basis, forecasting of traffic volumes, and assessment of mode split and broad transit ridership estimates. All forecasting will be conducted using SCTA’s recently-updated SCTM\2015 model.

G.3 Administrative Draft Environmental Impact Report

PlaceWorks will work with City staff to draft and refine a Project Description based on the updated General Plan. Upon approval by City staff, the Project Description will be distributed to the PlaceWorks team for reference.

In keeping with the requirements of CEQA, environmental review of the General Plan will include a detailed analysis to determine the environmental impacts for the following resource categories:

Aesthetics

The aesthetics analysis will review the Draft General Plan Update land use map, policies, and programs that may impact scenic vistas and other scenic resources. PlaceWorks will use its expertise in urban design and visual assessment, and its familiarity with the city's visual resources, to analyze potential aesthetic impacts related to visual compatibility with the surrounding land uses.

Air Quality and Greenhouse Gas Emissions.

The air quality and greenhouse gas (GHG) emissions analysis for the General Plan and EIR will be based on the current methodology of the Bay Area Air Quality Management District (BAAQMD) for projects in the San Francisco Bay Area Air Basin. BAAQMD is in the process of updating their CEQA Guidelines. PlaceWorks will work with the City to address potential changes to the analysis in the event that the methodology is updated prior to finalization of the analysis. Modeling files will be included as an appendix to the EIR.

- PlaceWorks will identify existing and long-term criteria air pollutant and GHG emissions and prepare an activity-based GHG inventory for the most recent calendar year with available data. It will be consistent with the GHG inventory in the existing CAP, and will follow ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (2012). We anticipate that the inventory update will include the following sectors:
 - On-Road Transportation. Buildout of the General Plan would generate criteria air pollutant and GHG emissions from an anticipated increase in trips and vehicle miles traveled (VMT) by passenger vehicles and trucks. VMT will be modeled using the California Air Resources Board's (CARB) latest emissions factor model based on data provided by W-Trans.
 - Residential and Non-Residential Built Environment (Energy). Buildings in the City consume electricity and natural gas. Activity data provided by Sonoma Clean Power (SCP) and Pacific Gas & Electricity (PG&E) will be used to compile the criteria air pollutant and GHG emissions inventory. GHG emissions from electricity use will be based on the latest carbon intensity available from SCP and PG&E.
 - Water Use/Wastewater Generation. Electricity is used to transport and treat water for indoor and outdoor purposes. Additionally, treatment of wastewater generates fugitive GHG emissions. GHG emissions from this sector will be based on data available from the City's Urban Water Management Plan and other relevant sources.
 - Solid Waste Disposal and Landfills. Disposal of municipal solid waste generate indirect GHG emissions from decomposition of organic materials. This sector will be based on data available from CalRecycle for the City of Santa Rosa and modeled using CARB's latest landfill gas model.

- Other Applicable Sources (Off-Road, Point Sources). Use of off-road equipment, such as those used during construction activities and industrial warehouses, in the City also generates criteria air pollutant and GHG emissions. Emissions from the use of gasoline, diesel, and other fuels by these pieces of equipment will be included in the inventory. While industrial sources in the City generate emissions, these stationary sources are permitted sources of emissions and not under the direct or indirect control of the City. If information is available for permitted sources from BAAQMD, these sources will be identified within the inventory separately. Potential regional localized air quality impacts from construction activities associated with implementation of the General Plan will be described qualitatively.
- An emissions forecast will be generated that will show expected emissions from buildout of the General Plan, without any reduction actions, and will be used to show consistency with local, regional, and state emission reduction targets. Emissions will be modeled with CalEEMod in a manner consistent with the GHG inventory and forecast update, and incorporated into the environmental analysis. The total increase in criteria air pollutant emissions compared to the existing land uses will be compared to the BAAQMD significance thresholds.
- PlaceWorks will analyze consistency with the strategies in BAAQMD’s AQMP and whether the proposed General Plan would result in higher VMT growth per capita and per service population than under existing conditions, per the BAAQMD’s CEQA Guidelines Plan-Level criteria. The air quality impact analysis will also describe land uses in the City that have the potential to generate nuisance odors. Buffer distances and/or control measures for sources listed in the BAAQMD’s guidelines will be incorporated. Because the San Francisco Bay Area Air Basin is designated as an attainment for carbon monoxide (CO), CO hotspots will be described qualitatively based on BAAQMD’s CEQA Guidelines screening analysis.
- The EIR will also include a discussion of the GHG reduction targets of Assembly Bill 32 (AB 32), Senate Bill 32 (SB 32), SB 375, and Executive Order S-03-05. The California Air Resources Board (CARB) recently released the 2017 Scoping Plan Update to address the new interim GHG reduction target for 2030, which is 40 percent below 1990 levels. The GHG section in the EIR will discuss the City’s commitment to reducing GHG emissions in accordance with the GHG reduction goals of AB 32, SB 32, SB 375, and Executive Order S-03-05. Project consistency with the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments’ (ABAG) Plan Bay Area 2040 (the region’s Sustainable Community Strategy) will also be reviewed. The analysis in the EIR for the Downtown Specific Plan will also include a consistency evaluation with the measures in the City’s CAP.

Biological Resources

This EIR section will describe known resources and identify proposed General Plan policies that protect sensitive natural resources, based on existing data. The EIR will identify vegetation types, wildlife habitats, and known occurrences of special-status species, sensitive natural communities and wetland features. The impact analysis will qualitatively evaluate the impacts of the GPU on these biological resources, and identify proposed General Plan policies that mitigate potential impacts.

Cultural and Tribal Resources

The EIR will describe the regional and local prehistoric and historical context of Santa Rosa, including around waterways, and summarize local, State, and federal policies, laws, and regulations regarding the treatment of cultural and tribal cultural resources. As necessary, PlaceWorks will examine the records of the Northwest Information Center of the California Historical Resources Information System. The EIR will analyze potential impacts from implementation of the General Plan Update on prehistoric and historic cultural resources, tribal cultural resources, and identify mitigation measures, if necessary.

Geology, Soils, and Mineral Resources

The EIR will analyze the potential for significant direct and/or indirect environmental impacts as they relate to geology, soils, and seismicity. A variety of data sources will be employed. Such sources will, at minimum, include geologic maps, investigations, and studies published by the California Geologic Survey (CGS), the U.S. Geological Survey (USGS), or academic institutions; available geotechnical studies in the project area; and seismic and geologic hazard Services, and the Northern California Earthquake Data Center. An experienced PlaceWorks senior geologist, professionally licensed in the State of California, will personally prepare this section of the EIR.

Hazards and Hazardous Materials

The EIR will describe hazards and hazardous materials issues and evaluate the potential exposure to these hazards through future development, especially in-fill sites, anticipated in the General Plan. This section will include a database search of the site and nearby properties that use, store, or transport hazards of hazardous materials in the study area.

Hydrology and Water Quality

PlaceWorks will analyze existing hydrology and water quality conditions, including regional and site-specific hydrological setting of the area, stormwater drainage characteristics, water quality data (both surface and groundwater), local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards. PlaceWorks will identify pertinent local plans, laws, and regulations pertaining to hydrology and water quality, including the City's storm water ordinance and the region's NPDES permit. This EIR section will also include a discussion of compliance with SB 5 for flood protection, and implementation of the City's stormwater quality best management practices for new development and redevelopment projects.

Land Use and Planning

The EIR will discuss whether the General Plan Update will physically divide an established community; conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project; or conflict with any applicable habitat conservation or natural community conservation plan.

Noise and Vibration

PlaceWorks will prepare noise and vibration technical analyses to evaluate potential acoustical impacts associated with the Santa Rosa General Plan Update. As part of the

planning process, technical noise staff will review the proposed goals and policies of the General Plan Update; provide input to the process, including technical support and research; and make recommendations to meet the City's long-term goals.

The EIR for the General Plan Update will be programmatic and will identify the impacts on sensitive land uses due to implementation of the proposed planning documents. The EIR will discuss relevant standards and criteria for noise exposure; the assessment of impacts will be based on federal, State, and local ordinances, policies, and standards, including those in the current General Plan Noise Element and Municipal Code. Potential land use conflicts within the city will be identified based on the results of the noise monitoring and modeling results. The results of this analysis will be summarized in the EIR noise section and pertinent calculation details will be provided in an appendix.

The noise and vibration impact assessment will consider the following:

- **Existing Noise Conditions:** PlaceWorks will document existing ambient noise conditions, identify the major sources of noise in the area and to potential issues, opportunities, and challenges with respect to noise and land use compatibility, an evaluation of existing ambient noise conditions will be conducted. PlaceWorks will conduct field surveys of the General Plan Area to acquire ambient noise level data for establishing the baseline, existing noise environments. These ambient noise measurement surveys will consist of short-term (15-minute) sampling at up to ten locations and long-term (24-hour) noise monitoring at up to three locations within the city.
- **Transportation Noise:** Noise from vehicular traffic will be assessed using a version of the U.S. Federal Highway Administration Traffic Noise Model. These noise contours will rely on traffic forecasts included in the associated traffic impact analyses provided by W-Trans and will identify areas along freeway and roadway segments that would be exposed to noise increases above criteria included in the City's General Plan Noise Element. The General Plan Update would include its own traffic impact analysis and, as such, the EIR will separately address traffic noise in terms of each planning area. Additionally, noise affects related to railway and aircraft noise will be discussed in the noise study; relevant contributions from aircraft noise will be included in our impact analyses.
- **Stationary Noise:** Noise impacts from non-transportation sources, such as major retail and commercial/ industrial uses, will be discussed in terms of potential impacts to nearby noise-sensitive receptors. Future ambient noise and land use compatibility will be discussed for the proposed uses in each planning area.
- **Noise and Land Use Compatibility:** An analysis will be prepared to assess noise and land use compatibility for focused areas in the city that could be affected by land use changes or by changes in traffic patterns. Potential land use conflicts within the city will be identified, based on the results of the noise monitoring and modeling results.
- **Construction Noise and Vibration:** Construction impacts with implementation of the proposed project will be evaluated at a programmatic level for the General Plan. In addition, a more-focused analysis will be prepared for potential temporary impacts during construction associated with the Downtown Specific Plan, using the available development projections. Future noise and vibration effects from construction

activities will be discussed in terms of accepted standards from the U.S. Federal Transit Administration.

Population and Housing

This section will focus on the potential for displacement of people or housing and for substantial population growth that could result from implementation of the General Plan. PlaceWorks will also consider the growth inducing potential of buildout, including indirect growth from increased employment opportunities. This section will rely on the buildout projections described in Task G.2.

Public Services

PlaceWorks will evaluate the potential need for expanded public services as a result of the proposed project, including law enforcement, fire protection, libraries, and schools. PlaceWorks will identify existing public services within the city. As part of this evaluation, PlaceWorks will contact service providers for background information, assistance with impact assessments, and mitigation recommendations, as needed. The setting will include a description of each public service provider, including current and projected capacity.

Parks and Recreation

PlaceWorks will describe existing recreation facilities within the planning area and evaluate any potential impacts on existing park and recreation facilities. The impact analysis will draw on standards and objectives described in adopted City documents.

Traffic Analysis

W-Trans will take the lead in preparing the transportation and circulation section of the General Plan EIR. The foundation of the chapter will be based on the transportation sections of the City Profile and Existing Conditions Report. 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, and accounting for any potential adjustments to the City's VMT thresholds.

The following traffic analysis scenarios are proposed to be evaluated in the EIR:

- Existing Conditions – assessment of the current total and per capita VMT in Santa Rosa based on the SCTA's current base year model;
- Existing plus Project – VMT changes attributable to buildout of the proposed General Plan added to existing conditions;
- Future "No Project" Conditions – Future VMT analysis without implementation of the proposed General Plan Update (anticipated to assume that the City's current General Plan buildout projections remain unchanged); and
- Future "Plus Project" Conditions – Future analysis including changes to total and per capita VMT associated with buildout of the proposed General Plan.

Any modifications needed to maintain the City's VMT standards set forth in the proposed General Plan policies will be identified. The analysis will assess potential changes to pedestrian, bicycle, and transit modes that would result from implementation of the

General Plan, including consistency with adopted multimodal policies and bicycle network plans. Impacts on multimodal circulation will be assessed based on the policies and goals set forth in the General Plan Update, with specific policy language cited as appropriate to indicate how implementation of the Plan would reduce impacts to levels of less than significant. A qualitative circulation assessment of two alternatives will be provided.

An administrative draft transportation and circulation section will be submitted for inclusion in the master DEIR document.

Note that the EIR circulation analysis will use VMT-based rather than LOS-based significance thresholds. While a LOS-based analysis will not be included in the EIR, a focused analysis of up to 15 intersections is included in Task E (Preferred Alternative Analysis), as is a broad segment-based assessment of roadway LOS as produced by the SCTA model.

Utilities

BKF will calculate the water, wastewater, and stormwater demand for the preferred scenario and determine what infrastructure, if any, will need to be upgraded. Using this analysis, PlaceWorks will prepare the utilities and service systems section of the EIR, covering water, wastewater, stormwater, and solid waste utility systems. Recommended improvements needed to serve planned future development, based on input from the City's Public Works Department, will be listed in the EIR.

Alternatives Analysis

The PlaceWorks team will evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. CEQA Guidelines allow the alternatives to be evaluated in less detail than the project, but they still will need adequate metrics to allow comparison. Accordingly, the alternatives will be evaluated at a qualitative level. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

CEQA Required Assessment Conclusions

PlaceWorks will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of unavoidable significant environmental impacts; significant irreversible environmental changes; relationship between local short-term uses of the environment and long-term productivity; and effects found not to be significant.

G.4 Draft Environmental Impact Report and Notice of Completion

Following the completion of Tasks G1-G3, PlaceWorks will compile the information into a Draft EIR. PlaceWorks will route the Draft General Plan to the State Clearinghouse. (Technical appendices and background reports will be provided electronically for all drafts.)

PlaceWorks will prepare and submit the Notice of Completion (NOC) regarding the Draft EIR to the State Clearinghouse, which will begin the legally-required 45-day public review period.

Open House/Public Hearing

During the Draft EIR public review period, PlaceWorks and MIG senior staff will facilitate an open house and public hearing to present the Draft General Plan and Draft EIR and solicit feedback on the documents.

G.5 Final Environmental Impact Report, Response to Comments, and Mitigation Monitoring and Reporting Program

Immediately following the completion of the 45-day public review period, PlaceWorks will discuss with City staff any comments received during the public review period and the approach to responding to the comments. PlaceWorks will incorporate public and/or agency comments received on the Draft EIR and the responses to these comments, as appropriate, into the Final EIR document. PlaceWorks will also include any needed revisions to the Draft EIR. Other members of the consulting team will also participate as needed. (Reanalysis is not included in this Scope of Services.)

If necessary, PlaceWorks will also prepare a Mitigation Monitoring or Reporting Program (MMRP) for the project.

G.6 Administrative and Draft Findings and Overriding Considerations

Following public review of the Draft General Plan, PlaceWorks will prepare a memorandum summarizing revisions to the Draft General Plan reflecting comments received during the public review process. This summary will also include revisions based on the responses to comments in the Final EIR.

PlaceWorks will prepare draft findings and resolutions to allow for certification of the EIR and adoption of the General. These findings and resolutions will summarize any significant impacts of the Plan, present mitigation measures required to reduce impacts to less-than-significant levels, allow adoption of the MMRP, and include, if necessary, statements of overriding consideration. The findings and resolutions will be finalized by City staff.

G.7 Planning Commission and Council Review of Final EIR

In these final hearings, City decision-makers will review and certify the EIR and adopt the Final General Plan. PlaceWorks and MIG senior staff will present to Commissions up to six times, and attend and present at up to two Planning Commission and two City Council hearings.

Task G Deliverables

- Notice of Preparation/Scoping Meeting in English and Spanish
- Public scoping meeting for EIR preparation (with translation services)
- Administrative Draft EIR, 10 hard copies, Word and PDF format
- Draft EIR, 35 copies, Word and PDF format

- Attendance/facilitation and meeting materials, including staff report, for Planning Commission public hearing regarding Draft EIR
- Final EIR (including Draft EIR and response to comments) 35 copies and PDF format
- Administrative Draft Findings of Fact and Statement of Overriding Considerations, 2 hard copies, Word and PDF format
- Draft Findings of Fact and Statement of Overriding Considerations, 2 hard copies, Word and PDF format
- Attendance/facilitation and meeting materials, including staff report, for Planning Commission public meeting regarding Final EIR
- Attendance/facilitation and meeting materials, including staff report, for City Council public meeting regarding Final EIR

Task H. Presentation and Adoption of Draft General Plan

H.1 Commission Presentations

The Project Team will revise the Administrative Draft EIR based on feedback from staff and prepare a Draft EIR for outside review and comment. PlaceWorks and MIG senior staff will hold up to six meetings with City boards and commissions, including the Planning Commission, to present the Draft EIR and obtain comments. In these convenings, we will describe the legal requirements, local considerations, and implications of the environmental analysis.

H.2 Planning Commission and City Council Hearings

The Project Team will revise the Draft EIR based on input received in presentations to City boards and Commissions and present the Draft EIR at up to four Planning Commission hearings to present the Draft EIR and to obtain approval.

PlaceWorks and MIG senior staff will assist City staff at a City Council meeting to present the Draft EIR and Planning Commission feedback and to obtain comments and direction to incorporate into the Public Review Draft General Plan, which will be the subject of the Environmental Impact Report (EIR).

H.3 Final Adopted Plan

PlaceWorks will prepare a Final General Plan based on the outcome of the City Council adoption hearing. Following Plan adoption, the Project Team will submit all project files to the City, including all GIS shapefiles developed during the process.

Task H Deliverables

- Joint Design Review Board/Cultural Heritage Board study session (attendance/facilitation and meeting materials as necessary)

- Housing Authority, Bicycle and Pedestrian Advisory Board, Board of Public Utilities, and/or other appropriate City boards study session (attendance/facilitation and meeting materials as necessary)
- Presentation and meeting materials, including staff report, of GPU at up to two (2) Planning Commission public hearings
- Presentation and meeting materials, including staff report, of GPU at up to two (2) City Council public hearings
- Adopted General Plan (PDF/ePlan/100 hard copies)

Task I. Zoning Amendments

PlaceWorks will utilize a proprietary GIS tool to identify parcels with zoning that is inconsistent with the 2050 General Plan land use designation. PlaceWorks and MIG senior staff will meet with City staff to develop criteria to decide on zoning for inconsistent parcels and establish criteria for deciding on the zoning applied to the list of parcels found to be inconsistent between the General Plan and zoning. Criteria potentially include:

- Potential new General Plan land use designations
- Desired outcomes on sites that are or may become inconsistent with General Plan designations
 - Transition versus preservation of current uses
- Potential criteria to apply to inconsistent sites
 - Parcels with split zoning
 - Parcels where uses are or may become non-conforming
 - Parcels where existing uses may not be compatible with surrounding uses (existing or potentially under future designation)

I.1 Zoning Map Amendments

Based on determinations made for the inconsistent parcels, PlaceWorks will provide City staff with a draft updated zoning for staff review. As part of this task, PlaceWorks will track the changes in the parcel-specific GIS attribute table so that we can identify any changed designations.

I.2 Zoning Text Amendments

PlaceWorks will create a draft list of criteria to be used to evaluate the inconsistent sites identified through GIS analysis. Following City staff review of the draft list of criteria provided in one set of comments, PlaceWorks and MIG senior staff will evaluate the sites on the inconsistent sites list and make zoning determinations for each parcel. PlaceWorks expects a subset of parcels will present more nuanced circumstances where a zoning determination will require some follow-up discussion with City staff.

Task / Deliverables

- List of properties, and associated maps, needing Zoning district amendments, and to what district they will be amended
- List of Zoning Code text amendments

PROJECT SCHEDULE

The General Plan Update will follow a 28-month project schedule, consistent with the City's goal of completing the General Plan Update within three years. To show how we would schedule the project, we prepared a detailed Process Schedule graphic that outlines our proposed approach and project task in detail, included with this submission.

Hourly Rate:	PLACEWORKS+MIG												SUBCONSULTANTS				Subs Total	Total Task Budget	
	KNOX Principal in Charge \$250	AMSDEN Project Manager \$175	STONE Assistant Proj. Mgr. \$170	VERHEYEN Lead Facilitator \$295	BEYNON Design Adviser \$295	Sr. JORDAN Equity Specialist \$150	PW Project Planners & Designers \$140	MIG Project Planners & Designers \$140	McCRACKEN EIR Manager \$190	CEQA & Climate Team \$150	GIS WP Graphics \$115	Task Hours	PlaceWorks +MIG Total	W-Trans Circulation	Strategic Economics	BKF Engineering			Atlas / Johnson Hazards
TASK A. Project Commencement																			
A.1 Review and Finalize Scope and Community Involvement Strategy	16	12	16	12		8		36				100	\$18,600						\$18,600
A.2 Staff Meetings/Communications and Project Management	120	160	96	24	16	32	40		40			528	\$104,120	2,400	2,400	1,200	1,200	\$7,200	\$111,320
Task A. Subtotal	136	172	112	36	16	40	40	36	40	0	0	628	\$122,720	\$2,400	\$2,400	\$1,200	\$1,200	\$7,200	\$129,920
TASK B. Community Involvement Program																			
B.1 Community Advisory Committee Meetings (10)	80	104	80	80	24	24	80	48	40	32	80	672	\$125,600	\$2,800	\$2,800		\$3,600	\$9,200	\$134,800
B.2 Technical Advisory Committee Meetings (6)	72	80	88				64		12	32	32	380	\$66,680	\$1,800	\$1,800		\$1,800	\$5,400	\$72,080
B.3 Translation Services						20		280				300	\$42,200						\$42,200
B.4 Community Group and Outside Agency Meetings (10)	48	40	64	56		40	36	36		32	16	368	\$69,120	\$2,400	\$2,400		\$2,400	\$7,200	\$76,320
B.5 Website, Branding, and Online Engagement	16	64	56	16	8		72	140				452	\$70,680						\$70,680
B.6 Healthy Communities Targeted Outreach*												0	\$0						\$0
Task B. Subtotal	216	288	288	152	32	84	252	504	52	96	208	2,172	\$374,280	\$7,000	\$7,000	\$7,800	\$7,800	\$21,800	\$396,080
TASK C. City Profile, Existing Conditions, Market Demand Analysis and Preferences																			
C.1 City Profile Report and Resiliency Assessment		32	48		8	8	34			96	8	250	\$41,400	\$6,400	\$6,000	\$28,000	\$16,000	\$56,400	\$97,800
C.2 Market Demand Analysis	16	32	24				80				12	164	\$26,260		\$32,000			\$32,000	\$58,260
C.3 Existing Conditions Briefing Book and Online Exercise	24	88	88				34	48	32		32	346	\$56,320	\$1,200	\$1,200	\$9,197	\$1,200	\$12,797	\$69,117
C.4 Community Discussions and Events (4) Set #1: Vision	64	96	56	64	16	40	40	108			80	564	\$101,840				\$2,400	\$2,400	\$104,240
C.5 Council and Commission Presentations (6)	40	48	48			8	24	20			32	220	\$37,600						\$37,600
Task C. Subtotal	160	296	264	64	24	56	212	176	128	164	164	1,544	\$263,420	\$7,600	\$39,200	\$37,197	\$19,600	\$103,597	\$367,017
TASK D. Land Use and Circulation Alternatives																			
D.1 Land Use and Circulation Alternatives Report	40	80	70		8	8	40	40	8	32	32	358	\$60,660	\$12,000	\$21,440		\$3,600	\$37,040	\$97,700
D.2 Development Potential for Each Alternative	16	40	20				16		48		16	156	\$27,600		\$14,000			\$14,000	\$41,600
D.3 Traffic and Circulation Study	24	80	16				40	80			16	256	\$41,360	\$30,000				\$30,000	\$71,360
D.4 Community Discussions and Events Set #2: Alternatives	64	80	56	40	24	40	72	64			40	480	\$88,040				\$2,400	\$2,400	\$90,440
D.5 Council and Commission Presentations (6)	40	48	48			8	24	24			32	224	\$38,160				\$1,200	\$1,200	\$39,360
D.6 Healthy Communities Policy Integration*												0	\$0						\$0
Task D. Subtotal	184	328	210	40	32	56	192	208	56	32	136	1,474	\$255,820	\$42,000	\$35,440	\$7,200	\$7,200	\$84,640	\$340,460
TASK E. Preferred Alternative																			
E.1 Administrative Draft Preferred Alternative	16	40	32		8	24	40	40	16	40	16	272	\$44,480	\$3,000	\$2,000		\$2,400	\$7,400	\$51,880
E.2 Public Review Draft Preferred Alternative	16	24	24		8	8	16	16	8	16	8	144	\$25,160	\$1,600				\$1,600	\$26,760
E.3 Community Discussions and Events (4) Set #3: Preferred Alt.	64	80	40	40	24	40	56	108			24	476	\$87,400	\$3,400	\$2,040		\$2,400	\$7,840	\$95,240
E.4 Council and Commission Presentations (6)	48	72	40		32	36	24	24	32		24	308	\$52,160				\$1,200	\$1,200	\$53,360
E.5 Final Preferred Alternative and Land Use Diagram	36	48	40			16	8	8			24	180	\$31,840						\$31,840
Task E. Subtotal	180	264	176	40	40	104	164	196	32	88	96	1,380	\$241,040	\$8,000	\$4,040	\$6,000	\$6,000	\$18,040	\$259,080
TASK F. General Plan Update Document																			
F.1 Policy Matrix and Draft General Plan Outline	16	24	16		8	24				24	8	120	\$20,000	\$13,000	\$1,020			\$14,020	\$34,020
F.2 Administrative Draft General Plan	60	96	64		16	16	96	96	16	144	32	636	\$105,000	\$2,400	\$4,200		\$6,400	\$13,000	\$118,000
F.3 Public Review Draft General Plan and Executive Summary	16	32	28				36	24		56	16	208	\$33,000	\$2,400	\$1,200		\$4,800	\$8,400	\$41,400
F.4 Community Discussions and Events (4) Set #4: Draft GP	64	80	56	40	24	40	64	108		24	32	532	\$95,760	\$14,700			\$2,400	\$17,100	\$112,860
F.5 Council and Commission Presentations (6)	48	48	56		16	16	36	24	24	24	24	268	\$45,960	\$3,200			\$1,800	\$5,000	\$50,960
Task F. Subtotal	204	280	220	40	40	80	236	264	16	272	112	1,764	\$299,720	\$35,700	\$6,420	\$15,400	\$15,400	\$57,520	\$357,240
TASK G. Environmental Impact Report																			
G.1 Notice of Preparation and Scoping Meeting	8	8	8					8	24	24	4	84	\$14,500						\$14,500
G.2 Buildout Calculation and Traffic Model Refinement	16	32	24				24	24	32	24	48	200	\$32,240	\$16,000	\$6,400	\$4,400		\$26,800	\$59,040
G.3 Administrative Draft EIR	16	24	24				24	96	128	48	48	360	\$58,600	\$28,000		\$18,000	\$18,000	\$64,000	\$122,600
G.4 Draft EIR and Notice of Completion	16	40	24				40	64	64	16	16	264	\$44,280			\$1,600	\$2,400	\$4,000	\$48,280
G.5 Final EIR/RTC/Mitigation Monitoring and Reporting Program	16	16	16				24	96	96			264	\$45,520			\$4,800	\$1,200	\$6,000	\$51,520
G.6 Admin. and Draft Findings and Overriding Considerations	16	16	8				16	16	24	16	16	112	\$18,880	\$3,600				\$3,600	\$22,480
G.7 Planning Commission and Council Review of Final EIR	24	40	28				16	24	24	16	16	172	\$30,000	\$2,400				\$2,400	\$32,400
Task G. Subtotal	112	176	132				152	352	384	148	1,456	\$244,020	\$50,000	\$6,400	\$28,800	\$21,600	\$106,800	\$350,820	
TASK H. Presentation and Adoption of Draft General Plan																			
H.1 Commission Presentations (6)	48	48	36	16	8	24	16	16	16	24	24	276	\$51,080	\$3,200	\$3,200		\$3,200	\$9,600	\$60,680
H.2 Planning Commission and City Council Hearings (4)	32	36	24	8	4	24	16	16	16	24	16	216	\$38,480	\$2,400	\$2,400		\$2,400	\$7,200	\$45,680
H.3 Final Adopted Plan	16	32	16				16	24		16	24	144	\$23,080						\$23,080
Task H. Subtotal	96	116	76	24	12	48	48	56	32	64	64	636	\$112,640	\$5,600	\$5,600	\$5,600	\$16,800	\$129,440	
TASK I. Zoning Amendments																			
I.1 Zoning Map Amendments	24	64	40		8	8	24				40	208	\$35,520						\$35,520
I.2 Zoning Text Amendments	24	64	40		8	8	32				16	192	\$33,880	\$2,400				\$2,400	\$36,280
Task I. Subtotal	48	128	80		16	16	56	56	32	64	56	400	\$69,400	\$2,400				\$2,400	\$71,800
Total Hours	1,336	2,048	1,558	396	212	484	1,352	1,440	580	1,064	984	11,454							
Total Cost	\$334,000	\$358,400	\$264,860	\$116,820	\$62,540	\$72,600	\$189,280	\$201,600	\$110,200	\$159,600	\$113,160		\$1,983,060	\$160,700	\$106,500	\$67,197	\$84,400	\$418,797	\$2,401,857
EXPENSES																			
Mileage																			\$11,520
General Plan Office and Related Outreach Expenses																			\$41,000
2% of Labor for Office Expenses (Copies, Phone, Misc. Printing)																			\$45,623
EXPENSES TOTAL																			\$98,143
TOTAL																			\$2,500,000

*Tasks B.6 and D.6 are funded separately through a grant from Kaiser Permanente and represent Healthy City task integration.