

REPORT

**To the Honorable Mayor and City Council
And the Redevelopment Agency Board
From the City Manager and the Executive Director**

February 27, 2006

Subject

Downtown Precise Plan and Environmental Impact Report

Recommendations

- 1) Authorize staff to approve the agreement with Wagstaff and Associates to begin preparation of the Downtown Precise Plan EIR but not to exceed cost of work in an amount of \$60,000 until the contract comes back to Council for full authorization.
- 2) Approve Amendment No.3 to contract with Freedman Tung & Bottomley to complete work on the Downtown Precise Plan.
- 3) Direct staff to investigate a Cost Reimbursement Program that would allow new development in the downtown precise plan area to reimburse the City for their proportionate share of the cost of the Precise Plan and EIR.

Background

On October 3, 2005, after a series of study sessions the City Council together with the Planning Commission and Architectural Review Committee provided staff with general design concepts to include in the Downtown Precise Plan. It then directed staff to prepare the Downtown Precise plan and move forward with the Environmental Impact Report (EIR). Since that time staff has been working closely with the urban design consultant to review and comment on a draft of the document.

As required by the California Environmental Quality Act (CEQA), the City must first prepare a written evaluation of the Precise Plan's environmental impacts before the City can formally review and adopt the planning document. Staff has determined that a "Program" Environmental Impact Report (EIR) will be required due to the project's potential significant impacts¹. This document will analyze both the environmental impacts and necessary mitigation measures that will result from implementation of the Plan, including traffic, utilities, noise, and aesthetic issues. The EIR is important so that in the future, as

¹ CEQA allows the preparation of a "Program EIR" (as opposed to a "project specific" EIR) where a series of actions are related geographically and are part of a larger project. In Downtown Redwood City, future development projects implementing the Precise Plans are "related geographically" by being part of the Downtown Precise Plan area and are part of the "larger project" of the overall redevelopment of the Downtown.

downtown projects are proposed, developers will not have to do any additional environmental work, or at the most must prepare minor supplemental analysis. In the long run this EIR will save developers time and money, and thereby facilitate and expedite development in the downtown.

EIR Consultants

In the interest of time and costs, the City directly contracted with a traffic engineering firm who is currently writing the traffic section of the EIR.² Now the City is ready to select a “master” EIR Consultant who will coordinate and write all sections of the EIR *excluding* the traffic and engineering sections. The City originally requested proposals from five EIR firms, but only two firms responded with proposals. Of the two, Wagstaff and Associates was the lowest at \$248,380³. Planning staff has worked with this firm in the past and finds that the consultant does quality work. Please see Attachment 1: EIR Preparation Task List and Cost Estimate.

Due to time and calendar constraints, staff was not able to prepare and attach the consultant’s contracts to this staff report. However, after consultation with the City Attorney’s and Manager’s Office, staff recommends that the City Council authorize staff to begin work with the Wagstaff and Associates up to a cost of \$60,000. (Staff has a signed letter of agreement with the Consultant. See Attachment 2). Subsequently, staff will then submit the contract to the City Council for full authorization as a consent calendar item at its meeting on March 27. Such a process would save time and we can then begin work almost immediately on the EIR.

The City will also eventually need to hire an Engineering Consultant who will write the EIR’s section on public utilities and will specifically recommend needed infrastructure improvements to support growth in the Downtown. This study will need to be very thorough and thus requires significant engineering analysis. The City is currently reviewing proposals from three consultants and will be bringing back a recommendation and contract to the City Council. It is anticipated that staff will also present this item to the City Council on March 27 under the consent calendar.

It is estimated that it will take approximately 5 months from the approval of the agreements to complete the draft EIR with public hearings beginning sometime in the summer. In the meantime, staff is working with the Urban Design consultant, Freedman Tung & Bottomley, (FTB) to prepare the final draft Downtown Precise Plan.

Urban Design Consultants

This report also recommends that additional money be added to the scope of services with FTB for the Downtown Precise Plan. The original scope was created over two years ago.

² The City Council approved a contract with Korve Engineers on January 9, 2006

³ Includes a contingency fund of 15%

It envisaged limited meetings between staff and the consultant to conclude the Administrative draft; and it also envisaged only one meeting before the Planning Commission and one before the Council prior to adoption. While the original contract has been amended twice to accommodate the extensive work related to the study sessions, staff is recommending the addition of approximately \$70,000 to the budget with FTB, as detailed in Attachment 3 to this report, to complete the document and review and adoption process.

Fiscal Impact

The Downtown Precise Plan work to date has been funded by the Redevelopment Agency as part of its Downtown Funding Plan and capital budget. \$300,000 was originally allocated for "Precise Plans" in the original funding plan adopted by the Agency Board in 2003. An additional \$200,000 was funded in the FY 2005-06 budget. All of that funding has been expended on the preparation of the plan, the public meeting and joint study session process, staff/consultant meetings related to the review and finalization of the administrative draft, the economic analyses prepared by the Concord Group, a series of necessary and related traffic studies by Korve Engineering, and a small contract for assistance on the EIR proposal process.

The estimated \$450,000 in additional funding needed to complete the Precise Plan and the EIR work will be provided as follows: (1) \$200,000 will be transferred from "Private Project Incentives" and \$150,000 from "Contingency" in the Agency Capital Budget to "Precise Plans" in that same capital budget; and (2) \$100,000 will be transferred from the Housing Operational Budget (Professional Services) to the Housing Capital Budget and used to help fund the required work. The use of housing funds is appropriate due to the high number of housing units projected as part of the Precise Plan. These transfers will exhaust the "Private Project Incentives" budget and leave approximately \$60,000 in the "Contingency" budget for capital projects. Approximately \$70,000 will remain in the "Professional Services" budget for housing, which is sufficient for anticipated expenditures through the end of the fiscal year.

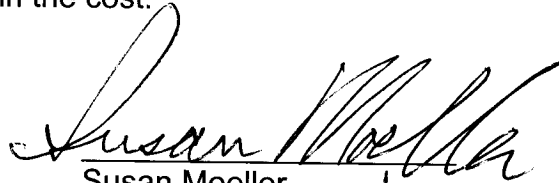
Staff also wishes to create a program for reimbursement of the cost of the EIR and for the Downtown Precise Plan by future Downtown developments based on such cost savings to developments from the EIR. There is a significant upfront City cost of preparing the EIR and Precise Plan, while at the same time there will be a substantial cost savings to each developer in avoiding the substantial cost of an individual project EIR. Staff wishes to review the concept of a Cost Reimbursement Program and bring it back at a future meeting for Council discussion.

Alternatives

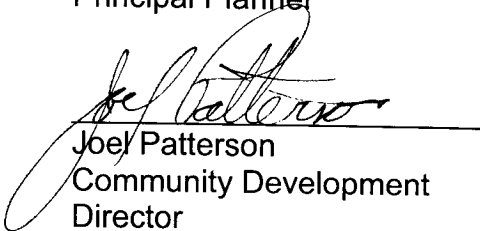
- 1) Do not select the consultants which would mean further contacting and interviewing other consultants. This would delay the Downtown Precise Plan EIR.
- 2) Do not proceed with developing a Cost Reimbursement Program. This is not recommended as the EIR will provide financial benefit to Downtown developers and it is equitable for them to participate in the cost.



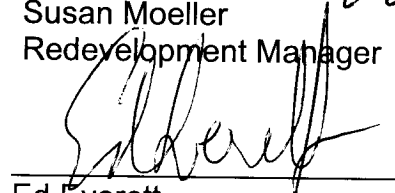
Tom Passanisi
Principal Planner



Susan Moeller
Redevelopment Manager



Joel Patterson
Community Development
Director



Ed Everett
City Manager

Attachments

1. Wagstaff and Associates EIR Preparation Task List and Budget
2. Signed Letter of Agreement with Wagstaff and Associates
3. Amendment No. 3 to Agreement For Professional Consulting Services

Wagstaff and Associates
City of Redwood City
February 17, 2006

Revised Proposal for Services
Redwood City Downtown Precise Plan EIR
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EIR PREPARATION TASK LIST -- INTEGRATED DRAFT AND FINAL EIR PHASES

TASK 1. PROJECT DESCRIPTION AND INITIAL SURVEYS

- 1.1 Initial Staff/Team Meeting(s)
- 1.2 Work Scope Refinement
- 1.3 Project Description
- 1.4 Completion of Initial Study Checklist/Notice of Preparation
- 1.5 Scoping Meeting
- 1.6 Field Survey
- 1.7 Data Gathering and Evaluation

TASK 2. ENVIRONMENTAL SETTING OVERVIEW

TASK 3. DESCRIPTION OF SETTING, IMPACTS, AND MITIGATIONS

- 3.1 Land Use and Planning
- 3.2 Population and Housing
- 3.3 Aesthetics and Visual Resources
- 3.4 Cultural and Historic Resources
- 3.5 Transportation and Circulation
- 3.6 Public Services, Utilities and Infrastructure
- 3.7 Noise
- 3.8 Air Quality
- 3.9 Hazards and Hazardous Materials

TASK 4. CEQA-REQUIRED ASSESSMENT CONSIDERATIONS

- 4.1 Growth-Inducing Effects
- 4.2 Unavoidable Significant Adverse Effects
- 4.3 Irreversible Environmental Changes
- 4.4 Cumulative Impacts
- 4.5 Effects Found Not to be Significant

TASK 5. ALTERNATIVES TO THE PROPOSED ACTION (Overview)

- 5.1 No Project--Status Quo
- 5.2 Intermediate Intensity Buildout Scenario
- 5.3 Lowest Intensity Buildout Scenario
- 5.4 Alternatives Analysis Conclusions: Environmentally Superior Alternative

Wagstaff and Associates
City of Redwood City
February 17, 2006

Revised Proposal for Services
Redwood City Downtown Precise Plan EIR
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TASK 6. PREPARATION OF THE DRAFT EIR

- 6.1 Administrative Draft EIR
- 6.2 Screen Check Draft EIR
- 6.3 Public Release Draft EIR

TASK 7. PREPARATION OF THE FINAL EIR (RESPONSES TO COMMENTS)

- 7.1 Administrative Final EIR
- 7.2 Screen Check Final EIR
- 7.2 Public Release Final EIR

TASK 8. PREPARATION OF MITIGATION MONITORING AND REPORTING CHECKLIST

TASK 9. ATTENDANCE AT FINAL EIR MEETINGS AND HEARINGS

- 9.1 City Staff Meeting (up to four two-hour work sessions)
- 9.2 Scoping Meetings (see Task 1.5)
- 9.2 Public Hearings (up to four public hearings)

Wagstaff and Associates
City of Redwood City
February 17, 2006

Revised Proposal for Services
Redwood City Downtown Precise Plan EIR
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Exhibit 1

COST ESTIMATE MATRIX (CORRECTED) – INTEGRATED DRAFT AND FINAL EIR PHASES

Personnel	Task:	Labor Hours by Task (see attached Task List)										Labor Costs		
		Adm	1	2	3	4	5	6	7	8	9	Ttl	\$/hr	Ttl \$
Wagstaff & Assoc.														
J. Wagstaff		40	40	8	40	4	16	60	54	4	52	318	165	52,470
R Pendro		40	90	24	150	16	20	70	188	16	52	666	145	96,570
N Macris		--	12	--	90	--	--	16	32	--	8	158	145	22,910
Draftsperson		--	8	--	20	--	2	--	--	--	--	30	85	2,550
Subtotal														174,500
Subcontracted Services:														
Illingworth & Rodkin, Inc. noise and air quality assessment														16,850
EDR, Inc., governmental records search and mapping														1,500
State Historic Resources Inventory File Search														1,000
Carey & Co., Inc., historic resources evaluation (optional)														13,000
Subtotal														32,150
TOTAL LABOR														\$206,650
Report Production and Delivery														
Administrative Draft EIR (20 copies, 15 to City)														860
Screen Draft EIR (6 copies, 3 to City)														280
Draft EIR (120 copies; one to City)														5,040
Administrative Final EIR (20 copies, 15 to City)														450
Final EIR (115 copies; one to City)														2,400
Subtotal														9,030
Miscellaneous Costs														
Map and photo reproduction														150
Travel--mileage: 450 mi. at .33														150
Subtotal														300
Total Reproduction, Delivery and Miscellaneous														9,330
Subtotal														215,980
Contingency (15 percent)¹														32,400
TOTAL ESTIMATED NOT-TO-EXCEED FEE														\$248,380 ²

¹ For use only with written authorization from the City.

² \$248,380 = \$237,751 from February 6, 2006 Revised Proposal, plus \$2,550 in Wagstaff and Associates labor (corrected subtotal error), \$6,690 in added reproduction costs, and \$1,389 in added contingency.

Planning Division
1077 Middlefield Road
P.O. Box 391
Redwood City, CA 94063



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Fax: 650-780-0128

February 17, 2006

John Wagstaff and Associates
Wagstaff and Associates
Urban and Environmental Planning
2512 Ninth Street, Suite 5
Berkeley, CA 94710

Dear John:

Per our telephone conversation today, I want to clarify and confirm that Wagstaff and Associates has agreed to begin work on the Downtown Precise Plan Environmental Impact Report at a cost of up to \$60,000 without a fully executed contract. That contract is scheduled to be reviewed by the City Council on March 27.

Sincerely,

Tom Passanisi
Principal Planner

I agree to the above terms:

A handwritten signature in black ink, appearing to be 'John Wagstaff', written over a horizontal line.

John Wagstaff
Wagstaff and Associates

**AMENDMENT NO.3 TO AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
(FREEDMAN TUNG & BOTTOMLEY)**

This Amendment No. 3 is entered into and effective as of the ____ day of _____, 2006, amending the agreement dated November 10, 2003 (the "Agreement") by and between the REDWOOD CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under the laws of the State of California ("Agency"), and FREEDMAN TUNG & BOTTOMLEY, a California sole-proprietorship ("Consultant") (collectively, the "Parties") for PROFESSIONAL CONSULTING SERVICES FOR THE DOWNTOWN PRECISE PLAN (the "Project").

RECITALS

A. The Parties desire to alter the Agreement's scope of work to add meetings and plan illustrations to complete the document, review, and adoption process for the Downtown Precise Plan; and

B. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated by this reference as Exhibit "A," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. In addition to those services contained in the Agreement, as may have been amended from time to time, Consultant will provide those services described in Exhibit "A."

2. City will pay Consultant for all work associated with those services described in Exhibit "A" Seventy Thousand Dollars and no/100 (\$70,000.00). Consultant will provide Agency, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by Agency.

3. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

4. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

CONSULTANT
FREEDMAN TUNG & BOTTOMLEY
74 New Montgomery Street-Suite 300
San Francisco, CA 94105

REDWOOD CITY REDEVELOPMENT
AGENCY, a public body, corporate and
politic, of the State of California

*By:

By:

Michael Freedman, Principal

Susan Moeller, Redevelopment Manager

ATTEST:

Patricia Howe, City Clerk

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"
SCOPE OF SERVICES AND FEE
3rd Amendment to Contract with Freedman Tung & Bottomley (FTB)
Feb. 27, 2006

Task	Cost
Coordination with the EIR consultant	\$20,000
Attendance @ a total of four (4) hearings on the Plan.	\$24,000
Attendance @ a total of two (2) additional community meetings.	\$12,000
Attendance @ two (2) additional meetings with staff	\$8,000
Additional Plan illustrations	\$6,000
TOTAL	\$70,000