<u>Chandler Ranch Area Specific Plan</u> <u>Tasks to Completion</u>

Purpose and Intent:

To outline the most significant milestones and tasks to be completed after January 1, 2006, based on the June 13, 2005 schedule that reflects City Council public hearing and actions by April 2006. (The latest indications are that the project is still on schedule.)

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- 2. Provide guidance / support / assistance to Rincon, Omni-Means and Penfield-Smith in preparing responses to comments.
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The above listed tasks do not include the negotiation of a Development Agreement, which it is anticipated that one or more property owners may wish to pursue. Also not included is any special analysis of financing options. Work on both a Development Agreement and Financing Options could be initiated before the end of 2005 but would require follow-through into the New Year.

CRASP Tasks to Completion:

- 1. Project management continuity could be achieved through a contract services agreement with Bob Lata to provide services through the first week of April 2006.
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 - a. Negotiating a Development Agreement between the City and the respective property owners;
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- Current City staffing would not be adequate to provide the level of attention that is needed to address project management of the CRASP, particularly in light of the projected time commitments.
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<u>General Parameters</u>: Based on the City being reimbursed (with interest) at the time of development for his full hourly costs, Bob Lata would work as agent of the City of Paso Robles, with primary responsibility to address the City's interest in preparation of the CRASP.

It is estimated that the list of CRASP tasks that will need to be undertaken after 1/1/06 would take between 150 and 200 hours. Bob Lata would invoice for actual hours expended.

Logistical Factors for contract work by Bob Lata:

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The City bills its in-house staff time at a blended rate of \$123/hour. Bob Lata would provide project management services for \$140/hour. For comparison purposes, the costs of contract services from other sources:

- Rincon: \$115-\$135/hour
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Heidi Tschudin:

Contract services relating to negotiation of a Development Agreement would need to be advanced by either the property owners or the City; if the City, the costs would be recouped (with interest) in conjunction with Building Permits.

For the Development Agreement work Heidi Tschudin has suggested a base contract amount of \$39,000 plus expenses, assuming up to 10 hours per week over a six month period. Billing would be based on actual time expended.

For project management tasks (if the project is delayed beyond April 2006), Ms. Tschudin's contract services would be charged on an hourly basis to the CRASP budget, to be reimbursed, with interest, at the time of development.

Heidi Tschudin's scope of work could be adjusted over time, particularly if it appears that the project schedule will extend beyond the first Council meeting in April 2006.

Article IV. Property Maintenance

Chapter 21.45

DEVELOPMENT AGREEMENTS

Sections:

21.45.010	Purpose and scope.
21.45.020	Authority.
21.45.030	Initiation of hearings.
21.45.040	Applications—Legal interest.
21.45.050	Fees.
21.45.060	Preapplication review.
21.45.070	Application—Contents.
21.45.080	Public notice.
21.45.090	Failure to receive notice.
21.45.100	Planning commission hearing
	and recommendation.
21.45.110	City council hearing.
21.45.120	City council action.
21.45.130	Development agreement-
	Contents.
21.45.140	Development agreement—
	Adoption by ordinance—
	Execution of contract.
21.45.150	Recordation of executed
	agreement.
21.45.160	Ordinances, regulations, and
	requirements applicable to
	development.
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	federal laws.
21.45.180	Enforcement—Continuing
	validity.
21.45.190	Amendment—Time extension—
	Cancellation.
21.45.200	Review for compliance—
	Community development
	director's authority.
21.45.210	Violation of agreement—City
	council review and action.
21.45.220	Modification or termination for
	violations.
21.45.230	Consequences of termination.

21.45.240Irregularity in proceedings.21.45.250Coordination of approvals.

21.45.010 Purpose and scope.

Development agreements specify the rights and responsibilities of the city and developers. Used in conjunction with annexation, general plan amendments, specific plans, rezoning, planned development approval, subdivision approval, conditional use permit approval, variance approval, or architectural review approval, development agreements establish the terms and conditions under which development projects may proceed. Development agreements are best used for large, complex, or phased projects which require extended construction time and which involve numerous public improvements such as streets, utilities, flood improvements, schools, parks, and open space, and other improvements of community-wide benefit. Under a development agreement, projects may proceed under the rules, standards, policies, and regulations in effect at the time of original project approval. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.020 Authority.

This chapter establishes procedures and requirements for development agreements for the purposes specified in and as authorized by Article 2.5, Chapter 4, Title 7 of the Government Code, Sections 65064 et seq. The planning commission may recommend and the city council may enter into a development agreement for the development of real property with any person having legal or equitable interest in such property, as provided below. At its sole discretion, the city council may, but is not required to, approve a development agreement where a clear public benefit or public purpose can be demonstrated. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.030 Initiation of hearings.

Hearings on a development agreement may be initiated:

A. Upon the filing of an application as provided below; or

Attachment "A"

B. By the city council by a simple majority vote. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.040 Applications-Legal interest.

Any person having legal or equitable interest in real property may apply for a development agreement, except that a person may not file, and the community development director shall not accept, an application which is the same as, or substantially the same as, an application which was denied within the previous year, unless the application is initiated by the city council. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.050 Fees.

The city council shall establish, and from time to time may amend, a schedule of fees to cover the city's costs of processing applications for development agreements. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.060 Preapplication review.

Before submitting an application and support materials, applicants shall discuss the proposal with the community development director and the director of public works/city engineer. At such review, the applicant should present a preliminary site plan and show basic features of the proposed project, including its public purposes and/or benefits. The applicant or the community development director may request the city council to authorize processing of an application. The city council shall, upon request, determine whether or not to direct staff to accept a filed application for future consideration. Such a review shall be at the city council's sole discretion. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.070 Application—Contents.

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A. A development agreement application shall include the following information:

1. A planning application form and processing fee;

2. The names and addresses of the applicant and of all persons having a legal or equitable interest in all or part of the property proposed to be used; 3. Evidence that the applicant:

a. Has a legal or equitable interest in the property involved, or

b. Has written permission from a person having a legal or equitable interest to make such application;

4. Location of the subject property by address and vicinity map;

5. Legal description of the property, including a statement of total area involved;

6. A plan showing the location of all property included in the request for action, existing and proposed land uses, property lines and dimensions, topography, significant natural features, setbacks, the location of all highways, streets and alleys, and the location and dimensions of all lots or parcels of land within a distance of three hundred feet from the exterior boundaries of the property described in the application;

7. Mailing list including addresses of all owners of adjacent properties within three hundred feet from the subject property boundaries, as shown on the county assessor's latest available assessment roll;

8. The proposed development agreement, together with all explanatory text, plans, maps, drawings, pictures and other information as may be required to evaluate such proposal, and as further described in Section 21.45.130;

9. Such other information as the community development director and director of public works/city engineer may require.

B. The community development director may waive the filing of one or more of the above items where the required information is filed with or subsequent to an application for specific plan, rezoning, planned development, conditional use permit, variance, subdivision approval or other development entitlement to be considered concurrently with the development agreement.

1. The community development director may

reject any application that does not supply the required information, or may reject incomplete applications.

2. The accuracy of all information, maps and lists submitted shall be the responsibility of the applicant. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.080 Public notice.

When the community development director certifies that the application is complete, the item shall be scheduled for planning commission hearing; and notice of the public hearing, shall be given in the manner prescribed by Section 21.23A.040A. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.090 Failure to receive notice.

The failure to receive notice by any person entitled thereto by law or this chapter does not affect the authority of the City to enter into a development agreement. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.100 Planning commission hearing and recommendation.

The planning commission shall consider the proposed development agreement and shall make its recommendation to the city council. The recommendation shall include whether or not the proposed development agreement meets the following findings:

A. The proposed development agreement is consistent with the general plan and any applicable specific plan;

B. The proposed development agreement complies with zoning, subdivision and other applicable ordinances and regulations;

C. The proposed development agreement promotes the general welfare, allows more comprehensive land use planning, and provides substantial public benefits or necessary public improvements, making it in the city's interest to enter into the development agreement with the applicant; and

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D. The proposed project and development agreement:

1. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding area;

2. Will be appropriate at the proposed location and will be compatible with adjacent land uses; or

3. Will not have a significant adverse impact on the environment. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.110 City council hearing.

After the recommendation of the planning commission, notice of a public hearing before the city council shall be given in the manner provided for in Section 21.23A.040A. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.120 City council action.

a. Referral. After it completes the public hearing and considers the planning commission's recommendation, the city council may approve, conditionally approve, modify or disapprove the proposed development agreement. The city council may refer matters not previously considered by the planning commission during its hearing back to the planning commission for review and recommendation.

b. Approval. The development agreement may be approved if the city council makes the findings for approval listed in Section 21.45.100. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.130 Development agreement— Contents.

A. Development agreements shall include the following:

1. The duration of the agreement, including a specified termination date if appropriate;

2. The land uses to be permitted on the property;

3. The density or intensity of land use to be permitted;

4. The maximum height, size and location of buildings to be permitted;

5. The reservation or dedication of land for public purposes to be secured, including, but not limited to, rights-of-way, open space preservation, and public access easements;

6. Proposed exceptions from zoning regulations or other development standards, and findings where required;

7. The time schedule established for periodic review as required by Section 21.45.200;

B. Development agreements may also include additional terms, conditions and restrictions in addition to those listed in subsection A of this section. These additional terms may include, but are not limited to:

1. Development schedules providing that construction of the proposed development as a total project or in phases be initiated and/or completed within specified time periods;

2. The construction of public facilities required in conjunction with such development, including but not limited to vehicular and pedestrian rightsof-way, public art and other landscape amenities, drainage and flood-control facilities, parks and other recreational facilities, sewers and sewage treatment facilities, sewer lift stations, and water well and treatment facilities;

3. Method of financing such improvements and, where applicable, reimbursement to developer or city;

4. Prohibition of one or more uses normally listed as permitted, accessory, subject to review or subject to conditional use permit in the zone normally allowed by right;

5. Limitations on future development or special terms or conditions under which subsequent development approvals not included in the agreement may occur;

6. The requirement of a faithful performance bond where deemed necessary to and in an amount deemed sufficient to guarantee the faithful performance of specified terms, conditions, restrictions and/or requirements of the agreement. In lieu of a bond, the applicant may deposit with the city clerk certificates of deposit or other security acceptable to the director of administrative services;

7. Specific design criteria for the exteriors of buildings and other structures, including colors and materials, landscaping and signs;

8. Special yards, open spaces, trails, staging areas, buffer areas, fences and walls, public art, landscaping and parking facilities, including vehicular and pedestrian ingress and egress;

9. Performance standards regulating such items as noise, vibration, smoke, dust, dirt, odors, gases, garbage, heat and the prevention of glare or direct illumination of adjacent properties;

10. Limitations on operating hours and other characteristics of operation which the council determines could adversely affect the reasonable use and enjoyment of surrounding properties. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.140 Development agreement— Adoption by ordinance— Execution of contract.

A. The development agreement shall be approved by the adoption of an ordinance. Upon the approval of the ordinance following its first reading, the city shall enter into the development agreement by the execution thereof by the city manager.

B. No ordinance shall be finally adopted via a second reading and the city manager shall not execute a development agreement until it has been executed by the applicant and all other parties to the agreement. If the applicant has not executed the agreement or agreement as modified by the city council, and returned the executed agreement to the city clerk within sixty days following the ordinance's first reading, the approval shall be deemed withdrawn, and the city council shall not give a second reading to such ordinance, nor shall the city manager execute the agreement.

C. Such sixty-day time period may be extended

upon approval of the city council. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.150 Recordation of executed agreement.

Following the execution of a development agreement by the city manager, the city clerk shall record the executed agreement with the county recorder. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.160 Ordinances, regulations, and requirements applicable to development.

Development projects covered by a development agreement shall comply with the general plan, zoning and subdivision regulations, and other applicable codes, ordinances, rules, regulations and official policies in effect on the date of execution of the development agreement by the city manager; provided, however, that a development agreement shall not:

a. Be construed to prevent the application of later adopted or amended ordinances, rules, regulations and policies which do not conflict with such existing ordinances, rules, regulations and policies under the development agreement;

b. Prevent the approval, conditional approval or denial of subsequent development applications pursuant to such existing or later adopted or amended ordinances, rules, regulations and policies; or

c. Preclude the city from adopting and implementing emergency measures regarding water or sewer deficiencies when the city council determines that such action is necessary to protect public health and safety. If such action becomes necessary, the council reserves the right to suspend water and sewer service on an equitable basis until such deficiencies are corrected. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.170 Subsequently enacted state and federal laws.

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In the event that state and federal laws or

regulations enacted after execution of a development agreement prevent or preclude compliance with one or more provisions of such agreement, the provisions of such agreement shall be deemed modified or suspended to the extent necessary to comply with such laws or regulations. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.180 Enforcement—Continuing validity.

A. Unless and until amended or canceled in whole or in part as provided in Sections 21.45.190 or 21.45.210, a development agreement shall be enforceable by any party to the agreement, regardless of any change in regulations which alters or amends the regulations applicable to the project covered by a development agreement, except as specified in Sections 21.45.160 and 21.45.170.

B. The development agreement shall be binding upon, and the benefits of the agreement shall inure to all successors in interest to the parties to the agreement. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.190 Amendment—Time extension—Cancellation.

A development agreement may be amended, extended or canceled in whole or in part, by mutual consent of all parties to the agreement or their successors in interest. Procedures for amendment, time extensions or cancellation of the development agreement by mutual consent shall be the same as provided for initiation and consideration of such agreement. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.200 Review for compliance— Community development director's authority.

A. Every development agreement entered into by the city council shall provide for the community development director review of compliance with the development agreement at time intervals as specified in the agreement, but not less than once every twelve months.

B. The community development director shall determine whether the applicant or his successor in interest has or has not complied with the agreement. If the community development director determines that the terms or conditions of the agreement are not met, all parties to the agreement shall be notified by registered or certified mail, also indicating that failure to comply within a period specified may result in legal action to enforce compliance, termination or modification of the agreement.

C. It is the duty of the applicant or his successor in interest to provide evidence of good-faith compliance with the agreement to the community development director's satisfaction at the time of the community development director's review. Refusal by the applicant or his successor in interest to provide the required information shall be prima facie evidence of violation of such agreement.

D. If at the end of the time period established by the community development director, the applicant or his successor in interest has failed to comply with the terms of the agreement or has not submitted evidence substantiating such compliance, the community development director shall notify the city council of his findings, recommending such action as he deems appropriate, including legal action to enforce compliance or to terminate or modify the agreement. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.210 Violation of agreement—City council review and action.

A. When the community development director notifies the city council that a development agreement is being violated, a public hearing shall be scheduled before the council to consider the matter. Procedures for conduct of such hearing shall be the same as provided for initiation and consideration of a development agreement.

B. If the city council determines that the applicant or his successor in interest is in violation of a development agreement, it may take one of the following actions:

1. Schedule the matter for city council hearing for modification or possible termination of the agreement. Procedures for hearing notice shall be the same as provided in Section 21.23A.040A; or

2. Continue the matter for further consideration. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.220 Modification or termination for violations.

A. After the hearing required by Section 2145.210A, the city council may terminate or modify the agreement upon finding that:

1. Terms, conditions and obligations of any party to the development agreement have not been met;

2. The scope, design, intensity or environmental effects of project were represented inaccurately;

3. The project has been or is being built, operated or used in a manner that differs significantly from approved plans, permits or other entitlements; or

4. Parties to the agreement have engaged in unlawful activity, or have used bad faith in the performance of or the failure to perform their obligations under the agreement.

B. Modifications. Such remedial action may include, but is not limited to, changes to project design or uses, operating characteristics, or necessary on-site or off-site improvements which are determined to be reasonably necessary to protect public health, safety or welfare, and to correct problems caused by or related to noncompliance with terms of the agreement. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.230 Consequences of termination.

Upon termination of the development agreement, the owner shall otherwise comply with city codes, regulations, development standards and other applicable laws in effect at the time of termination of the agreement. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.240 Irregularity in proceedings.

No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid, or be set aside by a court by reason of any error, irregularity, informality, neglect or omission as to any matter pertaining to the application, notice, finding, record, hearing, report, recommendation, or any other matters of procedure whatsoever unless, after an examination of the entire record, the court is of the opinion that the error was judicial and that a different result would have been probable if the error had not occurred or existed. (Ord. 600 N.S. Exh. A (part), 1990)

21.45.250 Coordination of approvals.

A. Public Hearings. Where an application for a development agreement is concurrently filed with an application for a specific plan, rezone, planned development, conditional use permit, variance, minor subdivision or tract map, or annexation, and the applications may be feasibly processed together, public hearings may be concurrently held.

B. Zoning or Subdivision Exceptions. Yards, building height, coverage, parking requirements, density, and other design standards may be modified or relaxed during consideration of a development agreement. The city council may modify or relax development or subdivision standards when:

1. Such modification or relaxation is otherwise allowed by this municipal code;

2. The city council makes findings as required by zoning and subdivision regulations; and

3. The city council determines that such modification or relaxation of standards is consistent with the general plan, and reasonably necessary to allow the safe, efficient or active development of the subject property. (Ord. 600 N.S. Exh. A (part), 1990)

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Contract services relating to negotiation of a Development Agreement would need to be advanced by either the property owners or the City; if the City, the costs would be recouped (with interest) in conjunction with Building Permits.

For the Development Agreement work Heidi Tschudin has suggested a base contract amount of \$39,000 plus expenses, assuming up to 10 hours per week over a six month period. Billing would be based on actual time expended.

For project management tasks (if the project is delayed beyond April 2006), Ms. Tschudin's contract services would be charged on an hourly basis to the CRASP budget, to be reimbursed, with interest, at the time of development.

Heidi Tschudin's scope of work could be adjusted over time, particularly if it appears that the project schedule will extend beyond the first Council meeting in April 2006.

TSCHUDIN CONSULTING GROUP

Contract Planning • CEQA Compliance • Project Management

November 10, 2005

RECEIVED

NOV 1 4 2005

Mr. Robert Lata, Community Development Director City of El Paso de Robles 1000 Spring Street Paso Robles, CA 93446 Community Development

SUBJECT: <u>PROPOSAL TO PROVIDE PROFESSIONAL PROJECT MANAGEMENT</u> <u>SERVICES</u>

Dear Mr. Lata:

Thank you for the request to propose on this project, and for spending time with me on the phone to better understand it. I have considerable experience providing the type of contract planning services you have described.

TSCHUDIN CONSULTING GROUP is a sole proprietorship that I have owned and operated for almost 15 years. I have no permanent employees, but use a variety of subconsultants to assist me as necessary. I personally have over 25 years of experience in my field. I have previously provided my general qualifications information and a resume for your review. Please let me know if you need this information provided again or if you need more copies.

TSCHUDIN CONSULTING GROUP provides land use and planning services in the following three main areas:

- Contract planning
- CEQA compliance
 Project mediance
- Project management

I do work for a variety of public sector clients including primarily cities and counties. I no longer do work for private interests. I have considerable experience in all facets of land use planning, particularly management of major projects and environmental impact assessment.

The following information if provided for your consideration:

Firm Identification

TSCHUDIN CONSULTING GROUP 710 21ST Street Sacramento, CA 95814 (916) 447-1809 (916) 444-0227 fax *tschudin@cwnet.com*

Exhibit "A"

Contact Person: Heidi Tschudin, Principal (916) 447-1809 (916) 952-0358 cell

Firm Principal: Heidi Tschudin 25+ years experience (see resume) Land use planner American Institute of Certified Planners (AICP)

Subconsultants

No subconsultants are proposed.

Work Location

Work will be performed at my office in Sacramento and at the City offices in Paso Robles.

Personnel

I am proposing no additional personnel. All of the City's interaction will be with me.

Description of Similar Work

Please see my qualifications materials, particularly the document entitled "Contract Planning Services".

Project Understanding/Work Program

A) Assist the City in negotiating a Development Agreement between the City and one or more of seven property owners within the Chandler Ranch Area Specific Plan (CRASP).

B) Provide back-up project management assistance and potentially take over project management of the CRASP.

C) Assist the City as directed/requested with regard to any aspect of the CRASP process.

Typical tasks may include:

- 1) review of project files
- 2) site visits
- 3) read Specific Plan and EIR documents (administrative drafts, public drafts, finals, etc)
- 4) attend/facilitate meetings with staff, citizens, decision-makers, property owners/ applicants, etc.
- 5) attend/facilitate hearings at Planning Commission and City Council
- 8) coordinate agendas and minutes
- 8) coordinate with document distribution and circulation
- 9) miscellaneous project management
- 9) prepare staff reports and associated documents
- 10) direct expenses (travel, lodging, meals, etc.)

Work Budget

I would provide program management services on a time and materials basis, using my standard labor rate of \$150 per hour. After doing so much of this type of work I have found that the overall work effort can be estimated based on the level of effort desired by the City. For example:

- Light Involvement This scenario assumes the staff/others play a heavy role and function more in the lead. Staff/others perform a good portion of the work. Meetings are occasional. I might spend 5 hours per week or less on average in this setting.
- Medium Involvement This scenario assumes the staff/others still have lead decisionmaking authority and share some responsibility. I perform most of the work, but get help with noticing, mail outs, and other major clerical functions. There are regular meetings with staff and the consultant team. I might spend 10 to 15 hours per week on average in this setting.
- Heavy Involvement This scenario assumes the staff/others have essentially turned the entire project and decision-making authority over to me. I have responsibility for all work and may actually supervise other assigned staff. There are frequent, regular team meetings. I might spend 20 to 30 (or more) hours per week on average in this setting.

I will have a better sense of what is needed/expected after a couple months assisting the City. Also the degree of time and effort necessary will depend on where the project is in the process at the time I am brought on board and the tasks to which I am assigned.

Assuming 10 hours per weeks assisting with negotiation of a Development Agreement, over a six month period, a sample not-to-exceed budget would be \$39,000 plus direct expenses (10 hr/wk x 26 wks x 150/hr = 339,000). An expanded scope of services or working for a longer period of time would proportionately expand the budget.

Invoices would be provided monthly for payment and would include the billing period, total hours spent on project, a running total, and remaining balance for the cost-estimate total. A day-by-day, task-by-task, breakdown of hours (similar to a time sheet) would not be provided. Other terms, including non-labor expenses, will be as identified in my Compensation Schedule. Direct expenses would be billed at cost plus ten percent.

Qualifying Statement

I have developed a niche in my profession, providing exactly the type of services the City seeks. I thoroughly enjoy my work, I am very experienced, and I am good at what I do. I have an excellent working understanding of specific plan requirements and regulations; contemporary methods for successful public involvement; general planning, zoning, and development issues and regulations; CEQA requirements; general issues relevant to infrastructure financing and fiscal impact; housing requirements; traffic impact assessment and community mobility; community and neighborhood dynamics; relevant legal issues; and state procedural requirements. I have an excellent working relationship with your City Attorney (McDonough Holland and Allen), and I believe I have the full confidence of the firm. My rates are highly competitive. In short I believe I am uniquely qualified for this work.

Conflict of Interest

To my knowledge there would be no conflicts of interest in the provision of these services. I have no clients or contracts in your local area or region at this time. I have no ongoing work involving the City or any City representatives. Nor do I have any conflicts, of which I am aware, with any of the applicants.

Thank you again for your time and this opportunity. I look forward to your response. Also, please take note, if you find my proposal to be generally favorable but wish to further negotiate any aspect, please be aware that I am very open to such a discussion.

Most sincerely yours, Heidi Tschudin, AICP, Principal **TSCHUDIN CONSULTING GROUP** Attachment PasoRobles.scope003.doc